

LEGAL NOTICE

FORECLOSURE SALE NOTICE

WHEREAS, default in the payment of principal and interest has occurred under the terms of a Promissory Note (the "Note") dated April 20, 2012, executed and delivered by Crystal J. Suess ("Mortgagor") to First National Bank of Gillette, and a real estate Mortgage (the "Mortgage") of the same date securing the Note, which Mortgage was executed and delivered by said Mortgagor, to said Mortgagee, and which Mortgage was recorded on April 20, 2012, at Reception No. 734727, in Book 336, at Page 0506, modified pursuant to a Modification recorded on October 6, 2020, at Reception No. 768500, in Book 393, at Page 845 in the public records in the office of the County Clerk and ex-officio Register of Deeds in and for Weston County, State of Wyoming; and

WHEREAS, the Mortgage was assigned for value as follows:

Assignee: PennyMac Loan Services, LLC

Assignment dated: May 12, 2015

Assignment recorded: May 26, 2015

Assignment recording information: at Reception No. 759417, in Book 359, at Page 644 All in the records of the County Clerk and ex-officio Register of Deeds in and for Weston County, Wyoming.

WHEREAS, the Mortgage contains a power of sale which by reason of said default, the Mortgagee declares to have become operative, and no suit or proceeding has been instituted at law to recover the debt secured by the Mortgage, or any part thereof, nor has any such suit or proceeding been instituted and the same discontinued; and

WHEREAS, written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owner and the party in possession of the mortgaged premises at least ten (10) days prior to the commencement of this publication, and the amount due upon the Mortgage as of March 31, 2024 being the total sum of \$133,069.76, plus interest, costs expended, late charges, and attorneys' fees accruing thereafter through the date of sale;

WHEREAS, the property being foreclosed upon may be subject to other liens and encumbrances that will not be extinguished at the sale. Any prospective purchaser should research the status of title before submitting a bid;

WHEREAS, if the foreclosure sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of his/her/its money paid. The Purchaser shall have no further recourse against the Mortgagee, Mortgagor, Servicer or their attorneys;

NOW, THEREFORE PennyMac Loan Services, LLC, as the Mortgagee, will have the Mortgage foreclosed as by law provided by causing the mortgaged property to be sold at public venue by the Sheriff or Deputy Sheriff in and for Weston County, Wyoming to the highest bidder for cash at 10:00 o'clock in the forenoon on May 7, 2024 at the Weston County Courthouse located at 1 West Main, Newcastle, WY 82701, for application on the above described amounts secured by the Mortgage, said mortgaged property being described as follows, to-wit:

Lot 15, Block 1, Black Hills View Addition to the Town of the City of Newcastle, Weston County, Wyoming. With an address of 108 Frontier Avenue, Newcastle, WY 82701 (the undersigned disclaims liability for any error in the address).

Together with all improvements thereon situate and all fixtures and appurtenances thereto.

Mortgagee shall have the exclusive right to rescind the foreclosure sale during the redemption period. In the event that the sale is rescinded or vacated for any reason, the successful purchaser shall only be entitled to a refund of their purchase price and/or statutory interest rate.

Dated: March 20, 2024 PennyMac Loan Services, LLC

Katelyn Krabbenhoft
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HWM File # WY21420

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