

**LARIMER COUNTY SHERIFF'S COMBINED NOTICE OF SALE AND RIGHT TO CURE  
AND REDEEM  
Sale No. 19001242**

This Notice concerns the Decree of Foreclosure and Deed of Trust described as follows:

Original Grantor:	MS Loveland, LLC an Indiana limited liability company
Original Beneficiary:	First Merchants Bank, an Indiana Bank
Current holder (Holder) of the Evidence of Debt ("Debt") secured by the Deed of Trust:	First Merchants Bank, an Indiana Bank
Date of Deed of Trust:	October 21, 2016
Recording Date of Deed of Trust	October 24, 2016
County of Recording:	Larimer
Deed of Trust Recording information:	Reception No. 20160072446
Original Principal Balance of Debt:	\$13,245,158.00
Principal Balance of Debt on Date of Judgment and Decree:	\$15,047,242.59

Description of property ("Property") presently encumbered by said Deed of Trust:

**See EXHIBIT A attached hereto**

Purported address: 4565 E. 37<sup>th</sup> Street, Loveland, Colorado 80538 and personal property located therein.

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

The Holder of the Debt secured by the Deed of Trust has provided a Judgment, Order and Decree of Foreclosure and Writ of Execution to the undersigned Sheriff under the terms of the Order and Deed of Trust.

**THE LIEN OF THE DEED OF TRUST BEING FORECLOSED MAY NOT BE A FIRST LIEN.**

The Property is ALL of the property encumbered by said Deed of Trust. Pursuant to CRS §38-38-101(4)(i), you are hereby notified that the covenants of the deed of trust have been violated as follows: failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof

**NOTICE OF SALE**

The undersigned will on, August 29, 2019, at 10:00 a.m. at the Larimer County Sheriff's Office , Civil Division, 2501 Midpoint Drive, Fort Collins, Colorado 80525, sell the Property at public auction to the highest bidder who has submitted bid funds to the undersigned as specified by C.R.S. § 38-38-106(7) to pay the Debt and certain other sums, all as provided by law and the terms of said Decree of Foreclosure and Writ of Execution.

**NOTICE OF RIGHTS**

YOU MAY HAVE AN INTEREST IN THE PROPERTY BEING FORECLOSED OR HAVE CERTAIN RIGHTS OR SUFFER CERTAIN LIABILITIES PURSUANT TO COLORADO STATUTES AS A RESULT OF SAID FORECLOSURE. YOU MAY HAVE THE RIGHT TO REDEEM SAID PROPERTY

OR YOU MAY HAVE THE RIGHT TO CURE A DEFAULT UNDER THE INSTRUMENT BEING FORECLOSED. A COPY OF SAID STATUTES, AS SUCH STATUTES ARE PRESENTLY CONSTITUTED, IS ATTACHED HERETO. HOWEVER, YOUR RIGHTS MAY BE DETERMINED BY PREVIOUS STATUTES. YOU MAY WISH TO SEEK THE ADVICE OF YOUR OWN ATTORNEY CONCERNING YOUR RIGHTS IN RELATION TO THIS FORECLOSURE PROCEEDING.

IF THE BORROWER BELIEVES THAT A LENDER OR SERVICER HAS VIOLATED THE REQUIREMENTS FOR A SINGLE POINT OF CONTACT IN SECTION 38-38-103.1 OR THE PROHIBITION ON DUAL TRACKING IN SECTION 38-38-103.2, THE BORROWER MAY FILE A COMPLAINT WITH THE COLORADO ATTORNEY GENERAL, THE FEDERAL CONSUMER FINANCIAL PROTECTION BUREAU (CFPB), OR BOTH. THE FILING OF A COMPLAINT WILL NOT STOP THE FORECLOSURE PROCESS.

A notice of intent to cure filed pursuant to Colorado Revised Statutes § 38-38-104 shall be filed with the undersigned at least 15 calendar days prior to the first scheduled sale date or any date to which the sale is continued.

**If the sale date is continued to a later date, the deadline to file a notice of intent to cure by those parties entitled to cure may also be extended**

A notice of intent to redeem filed pursuant to Colorado Revised Statutes § 38-38-302 shall be filed with the undersigned no later than 8 business days after the sale.

The name, address and telephone number of each attorney (if any) representing the Holder of the Debt is as follows:

Markus Williams Young & Hunsicker LLC  
Attn: Jeffery O. McAnallen, #11389  
1700 Lincoln Street, Suite 4550  
Denver, Colorado 80203  
(303) 830-0800

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

DATED this 5<sup>th</sup> day of July, 2019.

Larimer County Sheriff's Office

By: \_\_\_\_\_  
Melissa Persing, Civil Process Specialist

First Publication Date: July 14, 2019  
Last Publication Date: August 11, 2019  
Name of Publication: Loveland Reporter Herald

[Attached to mailed Notices copies of C.R.S. §§ 38-37-108, 38-38-103, 38-38-104, 38-38-301, 38-38-302, 38-38-304, 38-38-305, 38-38-306, 38-38-103.1, and 38-38-103.2.]

## EXHIBIT A

### EXHIBIT 1 – REAL PROPERTY

#### Legal Description

##### PARCEL 1:

A parcel of land being a portion of Outlot A and Outlot C of the Savanna First Subdivision recorded January 25, 2010 as Reception No. 20100004649 of the Records of Larimer County, situate in the North Half of Section Four (4), Township Five North (T.5N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Loveland, County of Larimer, State of Colorado, more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 4 assuming the South line of the Northwest Quarter of said Section 4 as bearing North 89°18'02" West a distance of 2624.85 feet with all other bearings contained herein relative thereto;

THENCE North 01°09'20" East along the East line of the Northwest Quarter of said Section 4 a distance of 123.99 feet;

THENCE North 89°18'00" West a distance of 92.61 feet to the POINT OF BEGINNING;

THENCE North 00°42'00" East a distance of 411.11 feet;

THENCE South 89°18'00" East a distance of 527.44 feet;

THENCE South 00°42'07" West a distance of 194.93 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 29.75 feet, said curve has a Radius of 294.00 feet, a Delta of 05°47'54" and is subtended by a Chord bearing South 03°36'04" West a distance of 29.74 feet to a Point of Compound Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 80.50 feet, said curve has a Radius of 205.00 feet, a Delta of 22°29'53" and is subtended by a Chord bearing South 17°44'57" West a distance of 79.98 feet to a Point of Reverse Curvature;

THENCE along the arc of a curve concave to the Southeast a distance of 14.54 feet, said curve has a Radius of 462.00 feet, a Delta of 01°48'10" and is subtended by a Chord bearing South 28°05'49" West a distance of 14.54 feet to a Point of Tangency;

THENCE South 27°11'44" West a distance of 80.87 feet;

THENCE North 62°48'16" West a distance of 2.00 feet to the beginning point of a curve, non-tangent this line;

THENCE along the arc of a curve concave to the Northwest a distance of 44.84 feet, said curve has a Radius of 78.00 feet, a Delta of 32°56'27" and is subtended by a Chord bearing South 43°39'57" West a distance of 44.23 feet to a Point of Compound Curvature;

THENCE along the arc of a curve concave to the Northwest a distance of 11.99 feet, said curve has a Radius of 38.00 feet, a Delta of 18°05'00" and is subtended by a Chord bearing South 69°10'40" West a distance of 11.94 feet to the end point of said curve;

THENCE along the arc of a curve non-tangent to the aforesaid course and concave to the Northwest a distance of 58.16 feet, said curve has a Radius of 292.67 feet, a Delta of 11 °23'06" and is subtended by a Chord bearing South 82°46'51" West a distance of 58.06 feet to a Point of Compound Curvature;

THENCE along the arc of a curve concave to the Northeast a distance of 35.01 feet, said curve has a Radius of 202.00 feet, a Delta of 09°55'50" and is subtended by a Chord bearing North 86°33'40" West a distance of 34.97 feet to a Point of Tangency;

THENCE North 81°35'46" West a distance of 86.86 feet to a Point of Curvature;

THENCE along the arc of a curve concave to the Southwest a distance of 86.59 feet, said curve has a Radius of 644.00 feet, a Delta of 07°42'14" and is subtended by a Chord bearing North 85°26'53" West a distance of 86.53 feet to a Point of Tangency;

THENCE North 89°18'00" West a distance of 151.83 feet to the POINT OF BEGINNING;

Said described parcel of land contains 4.890 acres, more or less (±).

NOW BEING DESCRIBED AS:

LOT 1 BLOCK 1 SAVANA SECOND SUBDIVISION, BEING A SUBDIVISION OF LOT 5 BLOCK 1 AND OUTLOTS A, BAND C, SAVANNA FIRST SUBDIVISION, SITUATED IN THE NORTH HALF OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 2, 2016, AS RECEPTION NO. 20160059269.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED ON THE PLAT OF SAVANNA SECOND SUBDIVISION, RECORDED SEPTEMBER 2, 2016, AS DOCUMENT 20160059269, COUNTY OF LARIMER, STATE OF COLORADO.

## **EXHIBIT 2 – PERSONAL PROPERTY**

(f) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises and Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; together with

(g) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Premises or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements; together with

(h) All of Grantor's interest in and to all operating accounts maintained for the Premises and/or Improvements, the Loan funds, whether disbursed or not, all reserves set forth in the budget provided to Beneficiary, and any other bank accounts of Grantor; together with

(i) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Grantor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts

and letters of credit (other than letters of credit in favor of Beneficiary), which arise from or relate to construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally and any builder's or manufacturer's warranties with respect thereto; together with

(j) All revenues, receipts, income, accounts, accounts receivable and other receivables arising under, out of, in connection with or related to the Land and Improvements and including, without limitation, revenues, receipts, income, receivables and accounts relating to or arising from rentals and rent equivalent income, time share income, income and profits from guest rooms, meeting rooms, food and beverage facilities, vending machines, telephone and television systems, guest laundry, the provision or sale of goods and services, all rights to payment from any consumer credit/charge card organization or entity (such as or similar to the organizations or entities that sponsor and administer the American Express, Carte Blanche, Diner's Club, Visa, the Discover Card and MasterCard cards); together with

(k) All insurance policies pertaining to the Premises and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Premises, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Premises, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

(l) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("**Books and Records**"); together with

(m) All other personal property of any kind or character as defined in and subject to the provisions of the Code (Article 9 - Secured Transactions); together with

(n) Any and all of the foregoing which are now owned or hereafter acquired by Grantor, including any which is now or hereafter situated in, on, or about the Premises; together with

(o) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

**Personal Property Inventory**  
**MS Loveland LLC in Receivership**  
April 3, 2019

**Main Entry Area**

Arm Chairs – 16  
Office Chairs – 1  
Misc. Art/Décor – 34 pieces  
Hutch – 1

Couch – 1  
End Tables – 3  
Shelf Stand – 1  
TV – 1  
Large Decorative Shelf – 1  
True – beverage tap counter/cart  
Hatch warmer - 1  
RP1 Display case - 1  
Continental small refrigerator – 2  
Merrychef microwave - 1

### **Physical Therapy Area**

Curtains – 86  
Blankets – 24  
Round metal tables – 7  
Rolling stools – 8  
Patio chairs – 24  
Patio benches – 4  
Rolling racks – 6  
Cabinet components – 7 pieces (in boxes)  
End tables – 6  
Office chairs – 6  
Rolling file cabinets – 3  
Clock – 1  
2 drawer filing cabinets – 1  
Bench covers – 1 box (12)  
Cabinet – 1  
Wall Art – 1  
TV – 1  
Misc. hardware/boxes of screws, etc. - 14 small boxes  
Whirlpool refrigerator – 1  
Whirlpool stove – 1  
Whirlpool microwave – 1

### **Offices**

Large standalone cabinet – 1  
Conference table – 1  
Tables – 5  
Chairs – 52  
Hutch – 1  
Desks – 8  
TV – 4  
Wall Art – 13 pieces  
Clocks – 13 pieces  
Filing cabinets – 8  
Vacuums – 2

### **Nursing Station Areas**

Whirlpool Refrigerator – 2  
Follett Coffee machine – 2  
Phone – 2  
Tables – 4  
Chairs – 24  
TV – 2  
Wall Art – 2 pieces  
Clocks – 2

### **Common Areas**

Wall Art – 70 pieces  
Fire Extinguishers - 14

### **Staff Locker Room**

Dishwasher  
Refrigerator  
TV  
Tables – 2  
Chairs – 6

### **Spa Room**

Individual hot tub  
Wall Art – 2 pieces

### **Closets**

Access Control System  
BAS system including computer and monitor (Dell)  
Server/Rack  
Misc. building materials, carpet, ceiling tiles, mop bucket  
Ladders – 2  
Extra bed head/foot boards – 66  
Misc. loose hardware (boxes of screws)  
Misc buckets/cans of building paint  
Extra doors – 2

### **Salon**

Wall Art – 2 pieces  
Chairs – 7  
Tables – 2  
Hair Dryers – 2  
Mirrors – 3

### **Patient Rooms**

Bed frame/mattresses – 70  
Rolling tables – 70  
Chairs – 70  
Chest of drawers – 70  
Night table and lamp – 70

Shower curtains – 70  
Clocks – 70  
TV/remote – 70  
“Chalk” board – 70

**Laundry Rooms**

Unimac dryers (large) – 2  
Unimac washers (small) - 2  
Unimac washers (large) - 2

**Kitchen/Dining Area**

CaptiveAir hood - 1  
Rolling racks – 18  
Manitowoc ice machine – 2  
Sharp microwave - 1  
Waffle maker - 1  
Frymaster - 1  
Rolling bins – 3  
Robot Coupe - 1  
Univex mixer - 1  
Hobart meat slicer - 1  
Convotherm food warmer - 1  
Cleveland mixer - 1  
Garland grill - 1  
Continental refrigerator - 1  
Garland stove - 1  
True refrigerator - 1  
True freezer - 1  
Delfield cooler - 1  
Wells warmer - 1  
Toast Qwik - 1  
Microwave - 1  
Crescor refrigerator - 1  
Delfield refrigerator – 2  
Delfield freezer - 1  
Rolling table - 1  
Rolling carts – 3  
Tables – 14  
Chairs – 39  
Wall Art – 30 pieces  
Decorative pillows – 6