

official proceedings of
COTTONWOOD COUNTY

OFFICIAL PUBLICATION
January 17, 2023

Cottonwood County
Board of Commissioners
Regular Meeting

The Board of Commissioners met at the Cottonwood County Courthouse in Windom, MN. Present for all or portions of the meeting were: Commissioners Larry Anderson, Norman Holmen, Donna Gravelly, Kevin Stevens, Tom Appel, County Coordinator Kelly Thongvivong, Kathy Marsh, Jed Rhubee, Jason

Purrington, Jenny Quade, and Joel Alvstad.

Routine Items—approved by unanimous roll call or regular vote: to approve the agenda as amended; to approve the minutes of the January 6, 2023 regular meeting; to approve the minutes of the January 10, 2023 special meeting; to approve January warrants in the amount of \$87,239.81 and broken down as follows: County Revenue Fund—\$16,063.41, Ditch Fund—\$3,370.58; Road and Bridge Fund—\$41,228.47,

Waste Abatement/SCORE—\$20,585.39, Landfill Enterprise Fund—\$5,991.96; adjournment.

Personnel Items—approved by unanimous roll call or regular vote: to move Heather Janssen, Program Coordinator/TAC, to permanent full-time status effective January 17, 2023; to move Nickolas Nolt, Jailer/Dispatcher, to permanent full-time status effective January 31, 2023; to extend Caden Wien's (Jailer/Dispatcher) probationary pe-

riod an additional year to February 2, 2024; to hire Daniel Riordan for the Heavy Equipment Operator position on Range 10, Step 4 (\$23.38/hour) of the 2023 wage matrix upon successful completion of all hiring requirements; that all Buildings and Grounds Worker positions will be supervised by the Building Operations Manager.

Additional Action Items—approved by unanimous roll call or regular vote: to approve applying for the

REAM Program Grant through the Minnesota Department of Corrections; to accept the bid from Citizen Publishing for the official county newspaper for 2023; to recess as the County Board and to convene as the Ditch Authority; to approve the ditch levies as presented by each ditch district; to make a second payment of \$97,271 to the sinking ditch fund leaving one payment left to zero out the account; to make the second of five payments to JD #3; to adjourn as the Ditch Author-

ity and to reconvene as the County Board; to issue a payment of \$595 to Jim Schmidt upon receiving an invoice for work done on the Courthouse Window Grant; to approve the submission of the 2022 Pay Equity Report to the State of Minnesota before January 31, 2023.

S/Donna Torkelson,
Auditor/Treasurer
S/Larry Anderson,
Board Chair
S/Kelly Thongvivong,
County Coordinator

PUBLIC NOTICES

NOTICE OF MORTGAGE FORECLOSURE SALE
THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

NOTICE IS HEREBY GIVEN, that default has occurred in conditions of the following described mortgage:

DATE OF MORTGAGE: March 15, 2017

MORTGAGOR: Jesse B. Jensen and Amanda M. Jensen as spouses married to each other.

MORTGAGEE: Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for First Class Mortgage V, Inc. its successors and assigns.

DATE AND PLACE OF RECORDING: Recorded March 20, 2017 Cottonwood County Recorder, Document No. 279981.

ASSIGNMENTS OF MORTGAGE: Assigned to: Flagstar Bank, FSB. Dated September 16, 2019 Recorded September 18, 2019, as Document No. 286773.

TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc.

TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER ON MORTGAGE: 101092805046638547

LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON MORTGAGE: First Class Mortgage V, Inc.

RESIDENTIAL MORTGAGE SERVICER: Flagstar Bank, FSB

MORTGAGED PROPERTY ADDRESS: 32379 275th Avenue, Westbrook, MN 56183

TAX PARCEL I.D. #: 180080400

LEGAL DESCRIPTION OF PROPERTY:

Part of the Northeast Quarter of the Southwest Quarter of Section 8, Township 107 North, Range 38 West in Westbrook Township, Cottonwood County, Minnesota, described as follows:

Commencing at an existing iron monument at the Northwest corner of the Southwest Quarter of said Section 8; thence South 89 degrees 33 minutes 19 seconds East, bearing based on Cottonwood County Coordinate System, along the north line of said Southwest Quarter and along the centerline of the Township Road, as exists, a distance of 1918.90 feet, to the point of beginning; thence continuing South 89 degrees 33 minutes 19 seconds East, along said North line and said centerline, a distance of 128.15 feet; thence South 01 degree 49 minutes 24 seconds West a distance of 150.68 feet; thence South 83 degrees 31 minutes 29 seconds East a distance of 74.74 feet; thence South 03 degrees 21 minutes 09 seconds East a distance of 181.44 feet; thence South 39 degrees 18 minutes 59 seconds East a distance of 90.89 feet; thence South 03 degrees 39 minutes 09 seconds East a distance of 105.73 feet; thence South 57 degrees 16 minutes 53 seconds West a distance of 109.93 feet; thence South 01 degree 33 minutes 47 seconds East a distance of 136.08 feet; thence North 88 degrees 47 minutes 50 seconds West a distance of 369.45 feet; thence North 37 degrees 47 minutes 19 seconds West a distance of 117.94 feet; thence North 00 degrees 46 minutes 18 seconds East a distance of 534.41 feet; thence South 88 degrees 00 minutes 19 seconds East a distance of 246.54 feet; thence North 02 degrees 51 minutes 51 seconds East a distance of 85.73 feet, to the point of beginning.

The Tract contains 6.79 acres and is subject to existing township road easement and other easements of record, if any.

COUNTY IN WHICH PROPERTY IS LOCATED: Cottonwood

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE:

\$130,555.00

AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: \$156,626.12

That prior to the commencement of this mortgage foreclosure proceeding Mortgagee/Assignee of Mortgagee complied with all notice requirements as required by statute; That no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: March 7, 2023 at 10:00 AM

PLACE OF SALE: Sheriff's Office, Cottonwood County Law Enforcement Center, South Front Step, 902 5th Avenue, Windom, MN

to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns unless reduced to Five (5) weeks under MN Stat. §580.07.

TIME AND DATE TO VACATE PROPERTY: If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the property if the mortgage is not reinstated under section 580.30 or the property is not redeemed under section 580.23 is 11:59 p.m. on September 7, 2023, unless that date falls on a weekend or legal holiday, in which case it is the next weekday, and unless the redemption period is reduced to 5 weeks under MN Stat. Secs. 580.07 or 582.032.

MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: None

"THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED."

Dated: January 3, 2023
Flagstar Bank, FSB
Mortgagee/Assignee of Mortgagee

LIBBO, WEINGARDEN, DOBIE & BARBEE, P.L.L.P.
Attorneys for Mortgagee/Assignee of Mortgagee
4500 Park Glen Road #300
Minneapolis, MN 55416
(952) 925-6888
92-22-006021 FC

IN THE EVENT REQUIRED BY FEDERAL LAW: THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

(850—Jan. 11, 18, 25, Feb. 1, 8, 15, 2023)

State of Minnesota
Cottonwood County
District Court
Judicial District: Fifth
Court File Number:
17-FA-23-18
Case Type:
Dissolution with Children
Summons
Without Real Estate
In Re the Marriage of:
Alexandra Ulloa
Name of Petitioner
And
Leovel Ulloa
Name of Respondent
THE STATE OF MINNESOTA TO THE ABOVE-NAMED

RESPONDENT:

WARNING: Your spouse has filed a lawsuit against you for dissolution of your marriage. A copy of the paperwork regarding the lawsuit is served on you with this summons. This summons is an official document from the court that affects your rights. Read this summons carefully. If you do not understand it, contact an attorney for legal advice.

1. The Petitioner (your spouse) has filed a lawsuit against you asking for a dissolution of your marriage (divorce). A copy of the *Petition for Dissolution of Marriage* is attached to this *Summons*. There should also be a copy of Petitioner's *Financial Affidavit* attached.

2. You must serve upon Petitioner and file with the Court a written *Answer* to the *Petition for Dissolution of Marriage* and your *Financial Affidavit*. You must pay the required filing fee. *Answer* forms and the *Financial Affidavit* form are available from the Court Administrator's office. You must serve your *Answer* and *Financial Affidavit* upon Petitioner within thirty (30) days of the date you were served with this *Summons*, not counting the day of service. If you do not serve and file your *Answer* and *Financial Affidavit*, the Court may give your spouse everything he or she is asking for in the *Petition for Dissolution of Marriage*.

This proceeding does not involve real property.

NOTICE OF TEMPORARY RESTRAINING PROVISIONS

Under Minnesota law, service of this summons makes the following requirements apply to both parties to the action, unless they are modified by the court or the proceeding is dismissed:

(1) Neither party may dispose of any assets except (a) for the necessities of life or for the necessary generation of income or preservation of assets, (b) by an agreement of the parties in writing, or (c) for retaining counsel to carry on or to contest this proceeding.

(2) Neither party may harass the other party.

(3) All currently available insurance coverage must be maintained and continued without change in coverage or beneficiary designation.

(4) Parties to a marriage dissolution proceeding are encouraged to attempt alternative dispute resolution pursuant to Minnesota law. Alternative dispute resolution includes mediation, arbitration and other processes as set forth in the district court rules. You may contact the court administrator about resources in your area. If you cannot pay for mediation or alternative dispute resolution, in some counties, assistance may be available to you through a nonprofit provider or a court program. If you are a victim of domestic abuse or threats as defined in Minnesota Statutes, Chapter 518B, you are not required to try mediation and you will not be penalized by the court in later proceedings.

IF YOU VIOLATE ANY OF THESE PROVISIONS, YOU WILL BE SUBJECT TO SANCTIONS BY THE COURT.

NOTICE OF PARENT EDUCATION PROGRAM REQUIREMENTS

Under Minnesota Statutes, Section 518.157, in a contested proceeding involving custody or parenting time of a minor child, the parties must begin participation in a parent education program that meets minimum standards promulgated by the Minnesota Supreme Court within 30 days after the first filing with the court. In some Districts, parenting education may be required in all custody or parenting proceedings. You

may contact the District Court Administrator for additional information regarding this requirement and the availability of parent education programs.

Dated:
Petitioner's Signature
Name: Alexandra Ulloa
Street Address:
900 Winnie Ave
City/State/Zip:
Windom, MN 56101
Telephone: 507-822-9829
E-mail address:
alexandra12_14@icloud.com
(856—Feb. 1, 8, 15, 2023)

22-114368
NOTICE OF MORTGAGE FORECLOSURE SALE THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

NOTICE IS HEREBY GIVEN, that default has occurred in the conditions of the following described mortgage:

DATE OF MORTGAGE: November 20, 2012

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$134,429.00

MORTGAGOR(S): Jamie Glatz, single man

MORTGAGEE: Mortgage Electronic Registration Systems, Inc.

TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc.

MIN#: 100350200001967017

LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON THE MORTGAGE: Mortgage Research Center, LLC DBA Veterans United Home Loans

SERVICER: Wells Fargo Bank, N.A.

DATE AND PLACE OF FILING: Filed November 21, 2012, Cottonwood County Recorder, as Document Number 268572

ASSIGNMENTS OF MORTGAGE: Assigned to: Wells Fargo Bank, N.A.

LEGAL DESCRIPTION OF PROPERTY:

Part of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section 24, Township 107 North, Range 36 West of the Fifth Principal Meridian, in Cottonwood County, Minnesota, described as follows:

Commencing at an existing iron monument at the Southeast corner of the Southwest Quarter of said Section 24; thence North 89 degrees 59 minutes 13 seconds West, bearing based on Cottonwood County Coordinate System, along the South line of said Southwest Quarter, a distance of 622.00 feet, thence North 00 degrees 50 minutes 30 seconds East a distance of 45.81 feet, to the Northerly right of way line of State Highway Number 30, this being the point of beginning; thence North 89 degrees 09 minutes 30 seconds West, along said Northerly right of way line, a distance of 322.97 feet; thence North 00 degrees 50 minutes 31 seconds East a distance of 337.18 feet; thence South 89 degrees 09 minutes 30 seconds East, parallel with the centerline of Minnesota State Highway Number 30, as exists, a distance of 322.97 feet; thence South 00 degrees 50 minutes 30 seconds West a distance of 337.18 feet to the point of beginning.

PROPERTY ADDRESS: 48376 State Highway 30, Jeffers, MN 56145

PROPERTY IDENTIFICATION NUMBER: 01-024-0500
COUNTY IN WHICH PROPERTY IS LOCATED: Cottonwood

THE AMOUNT CLAIMED TO BE DUE ON THE MORTGAGE ON THE DATE OF THE NOTICE: \$111,741.93

THAT all pre-foreclosure requirements have been complied with; that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: October 27, 2022, 10:00 AM

PLACE OF SALE: Sheriff's Main Office, Law Enforcement Center, 902 Fifth Avenue, Windom, MN 56101

to pay the debt secured by said mortgage and taxes, if any, on said premises and the costs and disbursements, including attorneys fees allowed by law, subject to redemption within 6 months from the date of said sale by the mortgagor(s) the personal representatives or assigns.

TIME AND DATE TO VACATE PROPERTY: If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the property, if the mortgage is not reinstated under section 580.30 or the property is not redeemed under section 580.23, is 11:59 p.m. on April 27, 2023, or the next business day if April 27, 2023 falls on a Saturday, Sunday or legal holiday.

"THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES SECTION 582.032 DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN 5 UNITS, ARE NOT PROPERTY USED FOR AGRICULTURAL PRODUCTION, AND ARE ABANDONED."

Dated: September 1, 2022
Wells Fargo Bank, N.A.
Assignee of Mortgagee
LOGS LEGAL GROUP LLP
BY

Melissa L. B. Porter—0337778
Gary J. Evers—0134764
Joseph M. Rossman—0397070
Attorneys for Mortgagee
LOGS LEGAL GROUP LLP
1715 Yankee Doodle Road
Suite 210
Eagan, MN 55121
(952) 831-4060

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for October 27, 2022, at 10:00 AM, has been postponed to November 30, 2022, at 10:00 AM, and will be held at sheriff's main address Law Enforcement Center, 902 Fifth Avenue, Windom, MN 56101.

Unless the mortgage is reinstated under Minnesota Statute 580.30 or the property is redeemed under Minnesota Statute 580.23 the property must be vacated by **May 30, 2023**. If this date falls on a Saturday, Sunday or legal holiday, the date to vacate will be the next business day at 11:59 p.m.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: October 26, 2022.
Wells Fargo Bank, N.A.
Assignee of Mortgagee
Melissa L. B. Porter—0337778

Gary J. Evers—0134764
Attorneys for Mortgagee
LOGS LEGAL GROUP LLP
1715 Yankee Doodle Road
Suite 210
Eagan, MN 55121
(952) 831-4060
22-114368
Attorney for Assignee of Mortgagee

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for November 30, 2022, at 10:00 AM, has been postponed to January 5, 2023, at 10:00 AM, and will be held at sheriff's main address Law Enforcement Center, 902 Fifth Avenue, Windom, MN 56101.

Unless the mortgage is reinstated under Minnesota Statute 580.30 or the property is redeemed under Minnesota Statute 580.23 the property must be vacated by **July 5, 2023**. If this date falls on a Saturday, Sunday or legal holiday, the date to vacate will be the next business day at 11:59 p.m.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: November 28, 2022.
Wells Fargo Bank, N.A.
Assignee of Mortgagee
Melissa L. B. Porter—0337778

Gary J. Evers—0134764
Tracy J. Halliday—034610X
Attorneys for Mortgagee
LOGS LEGAL GROUP LLP
1715 Yankee Doodle Road
Suite 210
Eagan, MN 55121
(952) 831-4060
22-114368
Attorney for Assignee of Mortgagee

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for January 5, 2023, at 10:00AM, has been postponed to February 9, 2023, at 10:00 AM, and will be held at sheriff's main address Law Enforcement Center, 902 Fifth Avenue, Windom, MN 56101.

Unless the mortgage is reinstated under Minnesota Statute 580.30 or the property is redeemed under Minnesota Statute 580.23 the property must be vacated by August 9, 2023. If this date falls on a Saturday, Sunday or legal holiday, the date to vacate will be the next business day at 11:59 p.m.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: January 5, 2023.
Wells Fargo Bank, N.A.
Assignee of Mortgagee
Melissa L. B. Porter—0337778

Gary J. Evers—0134764
Tracy J. Halliday—034610X
Attorneys for Mortgagee
LOGS LEGAL GROUP LLP
1715 Yankee Doodle Road
Suite 210
Eagan, MN 55121
(952) 831-4060
22-114368
Attorney for Assignee of Mortgagee

NOTICE OF POSTPONEMENT OF MORTGAGE FORECLOSURE SALE

The above referenced sale scheduled for February 9, 2023, at 10:00AM, has been postponed to March 14, 2023, at 10:00 AM, and will be held at sheriff's main address Law Enforcement Center, 902 Fifth Avenue, Windom, MN 56101.

Unless the mortgage is reinstated under Minnesota Statute 580.30 or the property is redeemed under Minnesota Statute 580.23 the property must be vacated by September 14, 2023. If this date falls on a Saturday, Sunday or legal holiday, the date to vacate will be the next business day at 11:59 p.m.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

Dated: February 8, 2023.
Wells Fargo Bank, N.A.
Assignee of Mortgagee
Melissa L. B. Porter—0337778

Gary J. Evers—0134764
Tracy J. Halliday—034610X
Attorneys for Mortgagee
LOGS LEGAL GROUP LLP
1715 Yankee Doodle Road
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Eagan, MN 55121
(952) 831-4060
22-114368
Attorney for Assignee of Mortgagee
(857—Feb. 15, 2023)