
PUBLIC 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 October 31, 2017, executed and delivered by Richard Lee Martin, Jr. ("Mortgagor") to Security State Bank, and a real estate Mortgage (the "Mortgage") of the same date securing the Note, which Mortgage was executed and delivered by Richard Lee Martin, Jr. and Vera L. Martin to Mortgage Electronic Registration Systems, Inc., as Mortgagee, as nominee for Security State Bank, its successors and assigns as Mortgagee, and which Mortgage was recorded on October 31, 2017, at Reception No. 0578165, in Book 151, at Page 455 in the public records in the office of the County Clerk and ex-officio Register of Deeds in and for Washakie County, State of Wyoming; and

WHEREAS, the Mortgage was assigned for value as follows:

Assignee: Rushmore Loan Management Services LLC
Assignment dated: January 26, 2022
Assignment recorded: January 28, 2022
Assignment recording information: at Reception No. 0594839, in Book 168, at Page 637

All in the records of the County Clerk and ex-officio Register of Deeds in and for Washakie 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 April 13, 2022 being the total sum of \$145,594.02, 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 Rushmore Loan Management 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 Washakie County, Wyoming to the highest bidder for cash at 10:00 o'clock in the forenoon on May 20, 2022 at the Washakie County Courthouse located at 1001 Big Horn Ave., Worland, WY 82401, for application on the above described amounts secured by the Mortgage, said mortgaged property being described as follows, to-wit:

Lot 11, Block 4, Sage Creek Addition to the City of Worland, according to the plat recorded in Book 1 of Plats, Page 34, Washakie County, Wyoming.

With an address of 1725 Cardinal St, Worland, WY 82401 (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: April 5, 2022 Rushmore Loan Management Services LLC

By: _____
Shelly M. Casares
Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111
801-355-2886
HWM File # WY10433

April 21-28, May 5-12, 2022
