

STATE OF MINNESOTA
COUNTY OF WASHINGTON

DISTRICT COURT
TENTH JUDICIAL DISTRICT

MidCountry Bank, a federal savings
bank

Court File No.: 27-CV-21-6958
Case Type: Contract/Other

Plaintiff,

v.

Lorie W. Miller; Minnesota Department
of Revenue; XYZ Corporation; ABC
Partners; Joe Doe and Mary Rowe

**NOTICE OF SHERIFF'S
MORTGAGE FORECLOSURE
SALE**

Defendants,

NOTICE IS HEREBY GIVEN, that a recorded and certified copy of that certain Amended Order entered in the above-entitled action on June 5, 2023 (the "Order"), has been delivered to me. The Order directs me, the Sheriff of Washington County, to sell, among other things, the real property hereinafter described to satisfy or partially satisfy the amount found and adjudged due to MidCountry Bank, LLC in the above-entitled action from Lorie W. Miller. The Judgment and Order in favor of MidCountry Bank LLC and together with the Mortgage referenced therein, have been assigned to Cobalt Capital Solutions, LLC as of August 15, 2023 and were recorded as Doc. No. 4415483 on August 30, 2023 and Doc. No. 4415006 recorded on August 24, 2023 respectively. Pursuant to the Order and the decree of foreclosure for the "Mortgage" (as defined in the Order), I will sell at public auction to the highest bidder, for cash, on March 27, 2026, at 10:00 a.m. CST, in the Washington County Sheriff's Office, 15015 62nd Street N., Stillwater, MN 55082 the "Property" (as defined in the Order), which the real property is legally described as:

Lot 3, Block 2, Christmas Ridge, Washington County, Minnesota.

Together with any fixtures located therein, attached thereto, or consisting of part of the property in accordance with Minnesota Statutes Section 336.9-604.

The Property has a Parcel Identification Number of 20.029.20.42.0009 and a common address of 2383 Northridge Avenue Court, West Lakeland, MN 55082.

The Property will be sold in accordance with the Order entered in the above-entitled action on June 5, 2023.

Dated: January 31, 2026

Dan Starry, Sheriff of Washington County

By: s/ 
Deputy

Dated: January 31, 2026

SPENCER FANE LLP

By: /s/ Stephen A. Ling
Stephen A. Ling, #0295504
100 South 5th Street, Suite 2500
Minneapolis, MN 55402
Phone: (612) 268-7000
Fax: (612) 268-7001
sling@spencerfane.com

ATTORNEYS FOR COBALT CAPITAL SOLUTIONS, LLC

Receipt:# 630296

AMN \$48.00

Return to:
E - CSC
1300 North 200 East #118

Logan UT 84341

4415482



Certified Filed and/or recorded on:

8/30/2023 11:11 AM

4415482

Office of the County Recorder
Washington County, Minnesota
Amy Stenfenagel, County Recorder

06/05/23 04:22 PM

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF WASHINGTON

TENTH JUDICIAL DISTRICT
CASE TYPE: CONTRACT/FORECLOSURE

MidCountry Bank, a federal savings
bank,

Court File No. 82-CV-22-158
Judge Juanita C. Freeman

Plaintiff,

v.

Lorie W. Miller; Minnesota Department of
Revenue; XYZ Corporation; ABC Partners;
Joe Doe and Mary Rowe,

Defendants.

**AMENDED ORDER TO CLARIFY
THE COURT'S FEBRUARY 27, 2023
ORDER FOR SUMMARY
JUDGMENT**

STATE OF MINNESOTA COUNTY OF WASHINGTON
Certified to be a true and correct copy of the
Record on file in my office
Court Administrator

Washington County District Court
By: *Ron Mach* 6/19/2023 Deputy

The above-entitled matter came on for hearing before the undersigned on June 2, 2023, at 9:15 a.m., on Plaintiff MidCountry Bank's ("Plaintiff") Motion to Clarify the Court's February 27, 2023 Order for Summary Judgment ("Order"). Appearances were noted on the record. Having considered the memoranda, arguments of counsel, and all of the records, files, and proceedings herein,

IT IS HEREBY ORDERED AS FOLLOWS:

The Court's Order entered in this matter on February 27, 2023, shall read as follows:

1. Plaintiff's Motion for Summary Judgment is **GRANTED**.
2. Plaintiff is granted judgment against Defendant Lorie W. Miller, on Count I of the Complaint for breach of the Note for the principal sum of \$470,462.06, together with accrued and unpaid interest in the amount of \$46,640.73, which interest continues to accrue at a per diem rate of \$48.93, late fees in the amount of \$2,213.12, other fees in the amount of \$21,214.55, attorneys' fees in the amount of \$9,320.50 and costs and disbursements in the amount of \$1,410.48, for a total judgment amount of **\$551,261.44**, and for the recovery of all costs, disbursements and

attorneys' fees incurred by Plaintiff in pursuing collection and in protecting and defending its liens and security interests.

3. Plaintiff is granted judgment on Counts II and III of the Complaint, granting Plaintiff a decree of foreclosure of the Mortgage dated May 25, 2018, executed by Defendant Lorie W. Miller ("Defendant Miller") in favor of Plaintiff, and recorded in the Office of the County Recorder for Washington County, Minnesota on June 13, 2018 as Document No. 4156934 ("Mortgage") and declaring the priority of Plaintiff's Mortgage as follows:

a. The Mortgage is a lien upon the real property legally described as:

Lot 3, Block 2, Christmas Ridge, Washington County, Minnesota ("Property").

The Property shall be sold by the Sheriff of Washington County in the manner provided by law.

b. The proceeds of the sale shall be applied first to the payment of costs and disbursements of the sale and this proceeding, including reasonable attorneys' fees, next to the payment of accrued and unpaid interest and late fees, and then to the principal owed upon the judgment.

c. The purchaser at the Sheriff's sale or its assigns, if no redemption is made within the period prescribed by law, be decreed to be the sole owners of the Property purchased at the sale.

d. Plaintiff's Mortgage is a valid mortgage, prior and superior to all other liens and encumbrances against the Property, and barring and foreclosing all Defendants or others who may claim an interest in the Property from any equity of redemption, equity, lien or interest in the Property, except the right to redeem from the foreclosure sale as provided by statute.

4. The remedies afforded to Plaintiff in this action are cumulative and not exclusive, and may be undertaken sequentially or at the same time, and that Plaintiff's exercise or failure to exercise any remedy shall not operate to bar or otherwise limit resort to any other remedy except to the extent prohibited by law.

5. Plaintiff is entitled to entry and docketing of a deficiency judgment against Defendant Miller, for any deficiency that may remain after applying the proceeds of the foreclosure sale to the amounts adjudged due and owing to Plaintiff.

6. For such other and further relief as the Court may deem to be just, fair and equitable under the circumstances of this case.

LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT:

Date: June 5, 2023

 Freeman, Juanita (Judge)
2023.06.05 16:09:30
-05'00'

The Honorable Juanita C. Freeman
Judge of the District Court

Filed in District Court
State of Minnesota

06/08/23 1:11 PM

I hereby certify that the
foregoing order constitutes
the Judgment of the Court

06/08/23 1:10 PM



06/08/23 1:10 PM

Receipt:# 630286

ASG \$46.00

Return to:
E - CSC
1300 North 200 East #118

Logan UT 84341

4415483



Certified Filed and/or recorded on:

8/30/2023 11:11 AM

4415483

**Office of the County Recorder
Washington County, Minnesota**
Amy Stenfenagel, County Recorder

Assignment of Judgment

This Assignment of Judgment (the "Assignment") is made and entered into as of August 8, 2023 by and between MidCountry Bank, a Federal Savings Bank ("Assignor") and Cobalt Capital Solutions, LLC ("Assignee").

In consideration of the mutual covenants and agreements contained herein, Assignor hereby assigns, transfers, and conveys to the Assignee all of the Assignor's right, title, and interest, without recourse, in and to the following judgment:

That certain judgment entered on February 27, 2023 and amended on June 8, 2023 by MidCountry Bank, a Federal Savings Bank against Lorie W. Miller in the amount of \$551,261.44 in Washington County Court File 82-CV-22-158 and which judgment further allows foreclosure on the Mortgage held by Assignor on real property located at Lot 3, Block 2, Christmas Ridge, Washington County, Minnesota; and such other relief as set forth in the judgment ("Judgment").

This Assignment shall be binding upon and inure to the benefit of the Assignee, and its respective heirs, successors, and assigns. Assignor represents and warrants it has not previously assigned the Judgment to a third-party.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the date first written above

Assignor:

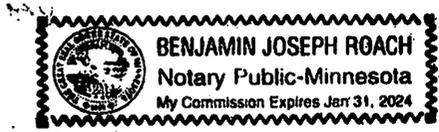
**MidCountry Bank,
a Federal Savings Bank**

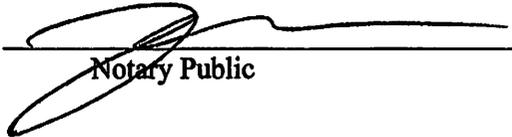
By: _____

Its: SR. CREDIT MANAGER

STATE OF MINNESOTA)
)ss
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 15th day of August, 2023, by Aaron Vay, the SP. Credit Manager, of MidCountry Bank, a Federal Savings Bank, on behalf of the bank.




Notary Public

This Instrument Drafted By:

Cobalt Capital Solutions, LLC
120 Hartman Circle, #2
Fridley, MN 55432
763-210-5598