

DISTRICT COURT, WELD COUNTY, COLORADO 901 9th Avenue Greeley, CO 80631	
AMERICAN AGCREDIT, FLCA, a federal land bank association, Plaintiff, v. FOSS DAIRY FARM, LLLP, a Colorado limited liability limited partnership; BRADLEY CARLTON FOSS, a person; ROBIN LEE MEIREIS, a person; BRUCE DWAIN MEIREIS, JR., a person, Defendants.	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<i>Attorneys for Plaintiff American AgCredit, FLCA:</i> Lucas L. Schneider, Atty. Reg. No. 48125 Alex J. Gunning, Atty. Reg. No. 50323 STINSON LLP 1144 Fifteenth Street, Suite 2400 Denver, CO 80202 Phone: 303-376-8405 Fax: 303-578-7985 lucas.schneider@stinson.com alex.gunning@stinson.com	Case No.: 25CV30995 Division: 3 Response Deadline: October 30, 2025
<p style="text-align: center;">NOTICE OF RESPONSE DEADLINE AND HEARING SET FOR OCTOBER 30, 2025 FOR ORDER TO AUTHORIZE PUBLIC TRUSTEE SALE (Weld County Public Trustee Sale No. 25-0374)</p>	

**TAKE NOTICE THAT YOU MAY BE AFFECTED BY THE FORECLOSURE OF A
DEED OF TRUST ON THE REAL PROPERTY AND PERSONAL PROPERTY
DESCRIBED BELOW:**

On October 7, 2025, American AgCredit, FLCA (“FLCA” or “Lender”), filed a Verified Motion for Order Authorizing a Foreclosure Sale Under C.R.C.P. 120 (“Motion”) with this Court claiming:

1. On or about February 23, 2021, Lender made a loan to Foss Dairy Farm, LLLP ("Foss Dairy"), Bradley Carlton Foss ("Bradley Foss"), Robin Lee Meireis ("Robin Meireis"), and Bruce Dwain Meireis, Jr. ("Bruce Meireis") (Bradley Foss, Robin Meireis, and Bruce Meireis, collectively the "Borrowers") in the original principal amount of \$6,000,000 to, amongst other purposes, construct a dairy farm (the "Loan").
2. The Loan is evidenced by the loan documents found in Exhibit B (collectively, the "Loan Documents") incorporated herein by reference, and a comprehensive list of such Loan Documents is found on the schedule filed as Exhibit B-1 (the "Loan Document Schedule") incorporated herein by reference.
3. The Loan Documents contain a Deed of Trust dated February 23, 2021 by Foss Dairy in favor of Lender (the "Deed of Trust") incorporated herein by reference, granting Lender a first-priority, perfected, secured interest in the collateral, which was recorded on April 22, 2021 at reception number 4707553 in the real estate records in the Office of the Clerk and Recorder for Weld County (the "Real Property Records").
4. The Deed of Trust was subsequently modified by agreement on October 17, 2022 and recorded on December 6, 2022 at reception number 4870721 in the Real Property Records (the "DOT Modification"). The DOT Modification, incorporated herein by reference, increased the secured amount from \$6,000,000 to \$6,044,576.11, as more specifically described therein.
5. Foss Dairy and Lender also executed a partial release of the Deed of Trust dated October 17, 2022 (the "2022 Partial Release") incorporated herein by reference, recorded on December 27, 2022 in the Real Property Records at reception number 4873994.
6. Foss Dairy and Lender then executed a second partial release of the Deed of Trust dated April 17, 2023 (the "2023 Partial Release") incorporated herein by reference. The 2023 Partial Release was recorded on May 4, 2023 in the Real Property Records at reception number 4896281.
7. Foss Dairy and Lender later executed another partial release of the Deed of Trust dated November 14, 2024 (the "2024 Partial Release") incorporated herein by reference. The 2024 Partial Release was recorded on December 18, 2024 in the Real Property Records at reception number 5000812.
8. The Deed of Trust encumbers certain real estate, real property, mineral and water rights, fixtures, and personal property within Weld County as more fully described therein (the "Encumbered Property"). A full and complete legal description of the Encumbered Property is attached as Exhibit A incorporated herein by reference.

9. Lender is the current owner and holder of a Promissory Note (the “Note”), incorporated herein by reference, and Deed of Trust. Lender is a federally chartered land bank association and, thus, a “Qualified Holder” of the debt as defined under C.R.S. § 38-38-100.3(20)(a).
10. The Loan Documents’ terms and conditions and Deed of Trust each require Borrowers to make timely installment payments and full payment upon maturity due under the Loan to Lender and failure to do so are events of default. Additionally, the 2024 Forbearance Agreement (as defined below) requires Borrowers to assign milk checks from the Dairy Farmers of America (“DFA”) to Lender on or before November 1, 2024 and failure to do so constitutes an event of default.
11. On February 23, 2021, Borrowers entered into a 2021 Supplemental Loan Agreement with an Interest Rate Conversion Option Addendum with Lender (the “2021 Supplemental Loan Agreement”), incorporated herein by reference, where Borrowers agreed to make monthly installment payments towards the Loan beginning on April 1, 2021 with an original maturity date of February 1, 2041.
12. Lender obtained a first-priority, perfected, secured interest in the collateral through, among other instruments, the Note, Deed of Trust, a perfected UCC financing statement (the “2021 Financing Statement”) incorporated herein by reference and included in Exhibit B, and six (6) Notices of Pledge of Water Stock (the “Water Pledges”), all incorporated herein by reference. The 2021 Financing Statement further perfected and secured Lender’s interest in Foss Dairy’s machinery, equipment, farm equipment, tools, fixtures, two North Weld County Water District Domestic Taps, and then 130 Units of Northern Colorado Water Conservancy District (the “NCWCD”) and other property as described therein, as further amended.
13. The Lender also obtained stock assignments from The North Side Extension Ditch Company, The North Side Lateral Company, the Windsor Reservoir and Canal Company, The Cache La Poudre Reservoir Company, and the New Cache La Poudre Irrigating Company (collectively the “Stock Assignments”), incorporated herein by reference. As a result, Lender has a first-priority, perfected, secured interest in the collateral consisting of real estate, real property, mineral and water rights, fixtures, and personal property.
14. Notwithstanding Lender’s secured interests, Borrowers experienced operational difficulties that impacted the terms and conditions of the Loan. As a result, Lender and Borrowers agreed to restructure the Loan under the 2022 Amendment to Supplemental Loan Agreement dated October 17, 2022 (the “2022 Amendment to Supplemental Loan Agreement”), incorporated herein by reference. The 2022 Amendment to Supplemental Loan Agreement allowed Borrowers to sell \$2,170,000 worth of collateral securing the

Loan to assist Borrowers with outstanding balances owed to Lender and gave Borrowers immediate access to \$1,295,988 in funds for disbursement for approved construction costs, as more specifically stated therein.

15. The 2022 Amendment to Supplemental Loan Agreement was secured and evidenced by a 2022 Security Agreement (the “2022 Security Agreement”), dated October 17, 2022, DOT Modification, Request and Consent for Release of Collateral dated October 17, 2022 (the “2022 Release of Collateral”), and two UCC Financing Statement Amendments dated December 7, 2022 (the “2022 UCC Amendments”), all incorporated herein by reference. The 2022 Security Agreement further perfected and secured Lender’s interest in Foss Dairy’s livestock, machinery, vehicles, equipment, farm equipment, irrigation equipment, tools, fixtures, goods, milk, milk products, contract rights, chattel paper, general intangibles, books, records, proceeds, products, and other property as described therein.
16. Despite the Loan restructuring in 2022, by April 2023 Borrowers defaulted by failing to make payments on the Loan to Lender for the months after January 2023. By April 2023, the Borrowers had a \$182,622.53 total delinquency with \$5,834,765.09 total still due and owing on the Loan.
17. Instead of Lender pursuing its default remedies, Lender negotiated with the Borrowers and on April 17, 2023 the Borrowers and Lender entered into the 2023 Forbearance Agreement with Borrowers (the “2023 Forbearance Agreement”). Under the 2023 Forbearance Agreement, Lender agreed to allow Borrowers to sell \$3,010,000 of collateral securing the Loan and apply 80% of the proceeds from that sale (approximately \$2,408,000) directly to paying down the Loan’s principal balance with the remaining 20% to be applied to closing costs and outstanding principal and interest payments from February, March, April, and May 2023, among Lender and the Borrowers agreeing to other terms and conditions with additional, mutual consideration, as more fully stated therein.
18. The 2023 Forbearance Agreement was supported by a Request and Consent for Release of Collateral dated April 17, 2023 (the “2023 Release of Collateral”) and UCC Financing Statement Amendment dated May 4, 2023 (the “2023 UCC Amendment”), both incorporated herein by reference.
19. Despite the 2022 restructuring and the 2023 Forbearance Agreement, the Borrowers again defaulted by failing to pay Lender installment payments in April, May, June, July, and August of 2024, due and owing under the Loan, resulting in additional defaults. Following the defaults, Lender again negotiated with the Borrowers, and Lender and the Borrowers executed another 2024 Forbearance Agreement on August 28, 2024 (the “2024 Forbearance Agreement”), incorporated herein by reference.

20. Under the 2024 Forbearance Agreement, Lender and the Borrowers agreed, among other terms and conditions and mutual consideration, that a six-month forbearance period (the “Forbearance Period”) would commence immediately and terminate on February 1, 2025 (the “Termination Date”). During the Forbearance Period, Lender agreed not to pursue its default remedies if, among other things, Borrowers paid certain reasonable interest installment payments during the Forbearance Period in addition to their regular monthly payments. Additionally, Borrowers were required to assign DFA milk checks to Lender by November 1, 2024 with the proceeds to be applied to the aforementioned interest installment payments. Notwithstanding the DFA assignment, the 2024 Forbearance Agreement expressly allowed the release of the DFA funds to the Borrowers if no interest payment was due, and the Borrowers were not otherwise in default. Importantly, the Borrowers agreed in the 2024 Forbearance Agreement that the entirety of the Loan would mature no later than February 1, 2025, the Termination Date, automatically and without notice, and Lender would be entitled to exercise all rights and remedies under the Loan Documents, including commencing a foreclosure proceeding.
21. The 2024 Forbearance Agreement was supported by a UCC Financing Statement Amendment dated December 16, 2024 (the “2024 UCC Amendment”).
22. The Loan Documents and Deed of Trust are all cross-defaulted and cross-collateralized such that an event of default under one agreement results in defaults across all Loan Documents.
23. Upon an event of default by Borrowers that has occurred and is continuing, the Loan Documents and Deed of Trust, including the Note, each permit Lender to declare the entire debt immediately due and payable without notice to Borrowers.
24. Additionally, upon an event of default by Borrowers that has occurred and is continuing, the Loan Documents and Deed of Trust, including the Note, each permit Lender to foreclose on the Encumbered Property, both real and personal, including on the encumbered mineral and water rights.

The Motion claims that Lender is entitled to foreclose the Deed of Trust and that the indebtedness secured thereby is in default. Borrowers defaulted under the 2024 Forbearance Agreement in several independent, material, separately actionable ways. First, the Borrowers failed to assign the DFA milk checks to Lender. Second and separate, the Borrowers also failed to pay the Indebtedness (defined in the 2024 Forbearance Agreement) in full by the Termination Date. Thus, under the express terms of the 2024 Forbearance Agreement and because the Loan Documents are cross-defaulted and cross-collateralized, Borrowers are in ongoing defaults under all Loan Documents, including under the Deed of Trust and the Note, the Lender accelerating the entire Indebtedness and exercising its remedies, including against the collateral.

The Motion requests a Court Order authorizing the Public Trustee of Weld County, Colorado, to sell certain real property and personal property encumbered by the Deed of Trust, including, without limitation, the following:

Exhibit A
Encumbered Property

Description	Item No.
<p>Parcel A: (080124000042)</p> <p>A portion of the West ½ of Section 24, Township 6 North, Range 64 West of the 6th P.M., beginning at the Northwest corner of said Section 24; Thence by true bearings, variation 14°30' East as follows: North 89°29' East 1720.5 feet on the North line of said Section 24; Thence South 5°52' West 148 feet; Thence South 19°11' East 305 feet; Thence South 11°49' West 154 feet; Thence South 15°19' East, 167 feet; Thence South 53°46' East 185.00 feet; Thence South 41°16' East 138 feet; Thence South 54°10' East 190 feet; Thence South 1732.6 feet to the center of Crow Creek; Thence South 78°31' West 180 feet following Crow Creek; Thence North 50°53' West 69 feet; Thence North 35°20' West 141 feet; Thence North 21°44' West 80 feet; Thence North 82°52' West 116 feet; Thence North 13°29' West 96 feet; Thence South 43°45' West 91 feet; Thence South 38°22' West 66 feet to East and West centerline of Section 24; Thence South 89°55' West 1630 feet on said center line to the West quarter corner of said Section 24; Thence North 2602.5 feet on the West line of Section 24 to the Point of Beginning;</p> <p>Except tracts of land conveyed by instruments recorded in Book 310 at Page 581; Book 489 at Page 507; Book 980 at Page 530 and Book 1484 at Page 521,</p> <p>County of Weld, State of Colorado.</p>	<p>Parcel 1</p>
<p>Parcel B: (080123000053)</p> <p>Lot B of Recorded Exemption No. 0801-23-1-RE1742, recorded August 8, 1995 in Book 1505 at Reception No. 2450439, being a part of the E ½ of the E ½ of Section 23, Township 6 North, Range 64 West of the 6th P.M., County of Weld, State of Colorado;</p> <p>Excepting therefrom any portion thereof located within a parcel of land conveyed to the Union Pacific Railroad Company by Deed recorded March 19, 1909 in Book 233 at Page 468;</p> <p>Together with an Easement as described in Easement recorded October 25, 1966 at Reception No. 1496333.</p>	<p>Parcel 2</p>

<p>Parcel C: (080114000004)</p> <p>Lot A of Recorded Exemption No. 0801-14-4-RE2438, recorded April 15, 1999 at Reception No. 2687135, being a part of the SE ¼ of Section 14, Township 6 North, Range 64 West of the 6th P.M., County of Weld, State of Colorado.</p>	Parcel 3
<p>Parcel D: (080114000005)</p> <p>Lot B of Recorded Exemption No. 0801-14-4-RE2438, recorded April 15, 1999 at Reception No. 2687135, being a part of the SE ¼ of Section 14, Township 6 North, Range 64 West of the 6th P.M., County of Weld, State of Colorado.</p>	Parcel 4
<p>Parcel E: (079905300010)</p> <p>The Southwest quarter (SW ¼) of Section 5, Township 6 North, Range 63 West of the 6th P.M., County of Weld, State of Colorado.</p>	Parcel 5
<p>Parcel I:</p> <p>A strip of land, 100.00 feet in width, situate in and being all that part of the NE ¼ of Section 23, Township 6 North, Range 64 West of the 6th P.M., in Weld County, Colorado, extending Northeasterly from the East-West centerline to the East line of said Section 23, and lying between the hereinafter described centerline of the abandoned main tract and centerline extended of the Greeley Branch of the Union Pacific Railroad Company, as formerly constructed and operated, and a line that is parallel and/or concentric with and 100.0 feet distant Southeasterly, measured at right angles and/or radially, from said centerline of abandoned main tract.</p>	Parcel I

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| <ul style="list-style-type: none"> (a) 85 Units of the Northern Colorado Water Conservancy District (b) 19 shares of the New Cache La Poudre Irrigating Company (c) 19 shares (carrying rights) of the New Cache La Poudre Irrigating Company (d) 8 shares of the Cache La Poudre Reservoir Company (e) 1.25 shares of the Windsor Reservoir and Canal Company (f) all wells, pumps, motors, equipment, and sprinkler systems (g) 2 North Weld County Water District Domestic Water Taps | |
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You have a right to file a response to the Motion. A copy of C.R.C.P. 120 is attached to this Notice as **Exhibit 1**. If you dispute the default claimed by Lender to justify this foreclosure, or if you are entitled to protection against this foreclosure under the Servicemembers' Civil Relief Act of 2003, as amended, you must file a response to the Motion, stating under oath the facts upon which you rely and attach copies of all documents that support your position. This response must be filed with the Clerk of the District Court of Weld County, 901 9th Avenue, Greeley, CO 80631, **on or before 8 a.m. (MST) on October 30, 2025**. A copy of the response must also be mailed or delivered by the same date to Lucas Schneider, Stinson LLP, 1144 Fifteenth Street, Suite 2400, Denver, Colorado 80202. Any interested person who disputes the grounds within the scope of the hearing provided in C.R.C.P. 120(d) may file a response, verified by the oath of such person, setting forth the facts upon which he or she relies and attaching copies of all documents which support his or her position.

To file a response, a non-refundable docket fee must be paid in the amount specified by law for a defendant or respondent in a civil action under C.R.S. § 13-32-101(1)(d) and C.R.C.P. 120(h).

A hearing on the Motion is scheduled for October 30, 2025 at 8 a.m. (MST), at the Weld County District Court in Division 3 located at 901 9th Avenue, Greeley, CO 80631.

IF NO RESPONSE IS FILED WITHIN THE TIME REQUIRED, THE COURT MAY, WITHOUT ANY HEARING, AUTHORIZE THE FORECLOSURE AND PUBLIC TRUSTEE'S SALE WITHOUT FURTHER NOTICE.

IF THIS CASE IS NOT FILED IN THE COUNTY WHERE YOUR PROPERTY OR A SUBSTANTIAL PART OF YOUR PROPERTY IS LOCATED, YOU HAVE THE RIGHT TO ASK THE COURT TO MOVE THE CASE TO THAT COUNTY. IF YOU FILE A RESPONSE AND THE COURT SETS A HEARING DATE, YOUR REQUEST TO MOVE THE CASE MUST BE FILED WITH THE COURT AT LEAST 7 DAYS BEFORE THE DATE OF THE HEARING UNLESS THE REQUEST WAS INCLUDED IN YOUR RESPONSE.

Respectfully submitted this 7th day of October, 2025.

STINSON LLP

s/ Alex J. Gunning

Lucas L. Schneider, Atty. Reg. No. 48125

Alex J. Gunning, Atty. Reg. No. 50323

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FLCA*

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**THIS COMMUNICATION CONCERNS A DEBT WHICH STINSON LLP, WHO MAY
BE ACTING AS A DEBT COLLECTOR, IS ATTEMPTING TO COLLECT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

EXHIBIT 1
Colorado Rules of Civil Procedure

Rule 120. Orders Authorizing Foreclosure Sale Under Power in a Deed of Trust to the Public Trustee

(a) Motion for Order Authorizing Sale. When an order of court is desired authorizing a foreclosure sale under a power of sale contained in a deed of trust to a public trustee, any person entitled to enforce the deed of trust may file a verified motion in a district court seeking such order. The motion shall be captioned: "Verified Motion for Order Authorizing a Foreclosure Sale under C.R.C.P. 120," and shall be verified by a person with knowledge of the contents of the motion who is competent to testify regarding the facts stated in the motion.

(1) Contents of Motion. The motion shall include a copy of the evidence of debt, the deed of trust containing the power of sale, and any subsequent modifications of these documents. The motion shall describe the property to be sold, shall specify the facts giving rise to the default, and may include documents relevant to the claim of a default.

(A) When the property to be sold is personal property, the motion shall state the names and last known addresses, as shown by the records of the moving party, of all persons known or believed by the moving party to have an interest in such property which may be materially affected or extinguished by such sale.

(B) When the property to be sold is real property and the power of sale is contained in a deed of trust to a public trustee, the motion shall state the name and last known address, as shown by the real property records of the clerk and recorder of the county where the property or any portion thereof is located and the records of the moving party, of:

(i) the grantor of the deed of trust;

(ii) the current record owner of the property to be sold;

(iii) all persons known or believed by the moving party to be personally liable for the debt secured by the deed of trust;

(iv) those persons who appear to have an interest in such real property that is evidenced by a document recorded after the recording of the deed of trust and before the recording of the notice of election and demand for sale; and

(v) those persons whose interest in the real property may otherwise be affected by the foreclosure.

(C) In describing and giving notice to persons who appear to have acquired a record interest in real property, the address of each such person shall be the address that is

given in the recorded instrument evidencing such person's interest. If such recorded instrument does not give an address or if only the county and state are given as the address of such person, no address need be stated for such person in the motion.

(2) Setting of Response Deadline; Hearing Date. On receipt of the motion, the clerk shall set a deadline by which any response to the motion must be filed. The deadline shall be not less than 21 nor more than 35 days after the filing of the motion. For purposes of any statutory reference to the date of a hearing under C.R.C.P. 120, the response deadline set by the clerk shall be regarded as the scheduled hearing date unless a later hearing date is set by the court pursuant to section (c)(2) below.

(b) Notice of Response Deadline; Service of Notice. The moving party shall issue a notice stating:

(1) a description of the deed of trust containing the power of sale, the property sought to be sold at foreclosure, and the facts asserted in the motion to support the claim of a default;

(2) the right of any interested person to file and serve a response as provided in section (c), including the addresses at which such response must be filed and served and the deadline set by the clerk for filing a response;

(3) the following advisement: "If this case is not filed in the county where your property or a substantial part of your property is located, you have the right to ask the court to move the case to that county. If you file a response and the court sets a hearing date, your request to move the case must be filed with the court at least 7 days before the date of the hearing unless the request was included in your response."; and

(4) the mailing address of the moving party and, if different, the name and address of any authorized servicer for the loan secured by the deed of trust. If the moving party or authorized servicer, if different, is not authorized to modify the evidence of the debt, the notice shall state in addition the name, mailing address, and telephone number of a representative authorized to address loss mitigation requests. A copy of C.R.C.P. 120 shall be included with or attached to the notice. The notice shall be served by the moving party not less than 14 days prior to the response deadline set by the clerk, by:

(A) mailing a true copy of the notice to each person named in the motion (other than any person for whom no address is stated) at that person's address or addresses stated in the motion;

(B) filing a copy with the clerk for posting by the clerk in the courthouse in which the motion is pending; and

(C) if the property to be sold is a residential property as defined by statute, by posting a true copy of the notice in a conspicuous place on the subject property as required by statute. Proof of mailing and delivery of the notice to the clerk for

posting in the courthouse, and proof of posting of the notice on the residential property, shall be set forth in the certificate of the moving party or moving party's agent. For the purpose of this section, posting by the clerk may be electronic on the court's public website so long as the electronic address for the posting is displayed conspicuously at the courthouse.

(c) Response Stating Objection to Motion for Order Authorizing Sale; Filing and Service.

(1) Any interested person who disputes, on grounds within the scope of the hearing provided for in section (d), the moving party's right to an order authorizing sale may file and serve a response to the motion. The response must describe the facts the respondent relies on in objecting to the issuance of an order authorizing sale, and may include copies of documents which support the respondent's position. The response shall be filed and served not later than the response deadline set by the clerk. The response shall include contact information for the respondent including name, mailing address, telephone number, and, if applicable, an e-mail address. Service of the response on the moving party shall be made in accordance with C.R.C.P. 5(b)

(2) If a response is filed stating grounds for opposition to the motion within the scope of this Rule as provided for in section (d), the court shall set the matter for hearing at a later date. The clerk shall clear available hearing dates with the parties and counsel, if practical, and shall give notice to counsel and any self-represented parties who have appeared in the matter, in accordance with the rules applicable to e-filing, no less than 14 days prior to the new hearing date.

(d) Scope of Issues at the Hearing; Order Authorizing Foreclosure Sale; Effect of Order. The court shall examine the motion and any responses.

(1) If the matter is set for hearing, the scope of inquiry at the hearing shall not extend beyond

(A) the existence of a default authorizing exercise of a power of sale under the terms of the deed of trust described in the motion;

(B) consideration by the court of the requirements of the Servicemembers Civil Relief Act, 50 U.S.C. § 3931, as amended;

(C) whether the moving party is the real party in interest; and

(D) whether the status of any request for a loan modification agreement bars a foreclosure sale as a matter of law.

The court shall determine whether there is a reasonable probability that a default justifying the sale has occurred, whether an order authorizing sale is otherwise proper under the Servicemembers Civil Relief Act, whether the moving party is the

real party in interest, and, if each of those matters is determined in favor of the moving party, whether evidence presented in support of defenses raised by the respondent and within the scope of this Rule prevents the court from finding that there is a reasonable probability that the moving party is entitled to an order authorizing a foreclosure sale. The court shall grant or deny the motion in accordance with such determination. For good cause shown, the court may continue a hearing.

(2) If no response has been filed by the response deadline set by the clerk, and if the court is satisfied that venue is proper and the moving party is entitled to an order authorizing sale, the court shall forthwith enter an order authorizing sale.

(3) Any order authorizing sale shall recite the date the hearing was completed, if a hearing was held, or, if no response was filed and no hearing was held, shall recite the response deadline set by the clerk as the date a hearing was scheduled, but that no hearing occurred.

(4) An order granting or denying a motion filed under this Rule shall not constitute an appealable order or final judgment. The granting of a motion authorizing a foreclosure shall be without prejudice to the right of any person aggrieved to seek injunctive or other relief in any court of competent jurisdiction, and the denial of any such motion shall be without prejudice to any other right or remedy of the moving party.

(e) The court shall not require the appointment of an attorney to represent any interested person as a condition of granting such motion, unless it appears from the motion or other papers filed with the court that there is a reasonable probability that the interested person is in the military service.

(f) **Venue.** For the purposes of this section, a consumer obligation is any obligation

(1) as to which the obligor is a natural person, and

(2) is incurred primarily for a personal, family, or household purpose.

Any proceeding under this Rule involving a consumer obligation shall be brought in and heard in the county in which such consumer signed the obligation or in which the property or a substantial part of the property is located. Any proceeding under this Rule that does not involve a consumer obligation or an instrument securing a consumer obligation may be brought and heard in any county. However, in any proceeding under this Rule, if a response is timely filed, and if in the response or in any other writing filed with the court, the responding party requests a change of venue to the county in which the encumbered property or a substantial part thereof is situated, the court shall order transfer of the proceeding to such county.

(g) **Return of Sale.** The court shall require a return of sale to be made to the court. If it appears from the return that the sale was conducted in conformity with the order authorizing the sale, the

court shall enter an order approving the sale. This order is not appealable and shall not have preclusive effect in any other action or proceeding.

(h) Docket Fee. A docket fee in the amount specified by law shall be paid by the person filing such motion. Unless the court shall otherwise order, any person filing a response to the motion shall pay, at the time of the filing of such response, a docket fee in the amount specified by law for a defendant or respondent in a civil action under section 13-32-101(1) (d), C.R.S.