

Holder of the Certificate of Purchase Affidavit

Foreclosure Sale No.: _____

Amount of Bid at Sale: \$ _____

Interest @ _____%: \$ _____

Additional Charges: \$ _____

Allowed charges under C.R.S. 38-38-301 for which I have provided the attached invoice or receipt.

Total Due to CP Holder: \$ _____

Per Diem: \$ _____

The undersigned swears and affirms that the foregoing amount to redeem is true and correct.

Holder of the Certificate of Purchase

The foregoing affidavit has been subscribed and affirmed, or sworn to before me in the County of San Miguel, State of Colorado this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

(SEAL)

Do not fill in this area. This will be done by the Office of the Public Trustee.

Total Due to CP Holder: \$ _____

Public Trustee Fee: \$ _____

Total to Redeem: \$ _____

Figures Good Thru: _____

Please be advised that the office of the San Miguel County Public Trustee does not give legal advice. This brochure has been created as an INFORMATIONAL tool for citizens; it is NOT intended to serve as legal advice. Parties in need of legal advice are encouraged to conduct their own investigation into the foreclosure process and/or seek legal counsel in the private sector.

**Janice M. Stout
San Miguel County
Public Trustee
305 West Colorado Ave.
PO Box 488
Telluride, CO 81435**

(970) 728-4451

Fax (970) 728-4397

Website: www.sanmiguelcountyco.gov

E-mail: eforeclosures@sanmiguelcountyco.gov

**San Miguel County
Office of the Public Trustee**

**Proper Charges
that a Certificate
of Purchase
Holder May
Include in a
Redemption
Amount**

2016 Edition

C.R.S. 38-38-301 & 302 – Effective for all foreclosures started after January 1, 2008.

After the receipt of notice that an intent was filed; the holder of the Certificate of Purchase shall submit a **signed and acknowledged** statement with the Public Trustee no later than thirteen (13) business days following the date of sale. The statement must specify all sums necessary to redeem as of the statement, plus the per diem interest accrued and rate of interest accrual. The statement may be amended from time to time, but in no event may the statement be amended after the second (2) business day prior to the commencement of the redemption period. The redemption amount must be as follows:

1. The amount that was bid as sale.
2. Interest from the date of sale. Such interest shall be charged at the default rate if specified or the regular rate specified in the evidence of debt, deed of trust, or mortgage.
3. Fees and costs include but are not limited to the following amounts that have been paid or incurred.
 - (a) Cost and expenses allowable under the evidence of debt, deed of trust, or other lien being foreclosed.
 - (b) Reasonable attorney fees and the costs incurred by the holder or the attorney for the holder in enforcing the evidence of debt, the deed of trust, or other lien being foreclosed or in defending, protecting and insuring the holder's interest in the foreclosed property or any improvements on the property, including but no limited to:
 - (I) All expenses actually incurred by the office conducting the sale;
 - (II) Any general or special taxes or ditch or water assessments levied or accruing against the

property and any governmental or quasi-governmental lien, fine, penalty, or assessment against the property;

(III) The premiums on any property, casualty, general liability, or title insurance acquired to protect the holder's interest in the property or improvements on the property;

(IV) Sums due on any prior lien or encumbrance on the property, including the portion of an assessment by a homeowners' association that constitutes a lien prior to the lien being foreclosed; except that any principal that would not have been due in the absence of acceleration shall not be included in the sum due unless paid after the expiration of the time to cure the indebtedness pursuant to this article;

(V) If the property is subject to a lease, all sums due under the lease;

(VI) The reasonable costs and expenses of defending, protecting, securing, and maintaining and repairing the property and the holder's interest in the property or the improvements on the property, receiver's fees and expenses, inspections fees, court costs, attorney fees, and fees and costs of the attorney in the employment of the owner of the evidence of debt;

(VII) Costs and expenses made pursuant to a valid order from a court of competent jurisdiction to bring the property and the improvements on the property into compliance with the federal state, county, and local laws, ordinances, and regulations affecting the property, the improvements on the property, or the use of the property; and

(VIII) Other costs and expenses that may be permitted by the deed of trust, mortgage or other lien securing the debt or that may be authorized by a court of competent jurisdiction.

4. The fees and costs listed above if incurred by the holder of the certificate of purchase or redemption at the time of filing the statement are

allowable and shall be included in the statement of redemption if such amounts have not been included in a prior bid or statement of redemption. . If such amounts in 38-38-107 (I) thru (VIII) have not been included in a prior bid or statement of redemption, they can be included also.

C.R.S. 38-38-302 (3)(b)

If the holder of the Certificate of Purchase fails to submit the written statement to the Public Trustee within the period specified then the Public Trustee shall calculate the amount necessary to redeem by adding the successful bid and the accrued interest from the date of sale through the redemption date. The estimate of accrued interest shall be calculated by multiplying the amount of the bid by the regular rate of annual interest specified in the evidence of debt, deed of trust or mortgage, divided by three hundred sixty-five (365), and then multiplied by the number of days from the sale date through the date of redemption.

Any redemption based on an estimate by the Public Trustee as described above shall constitute a full redemption and shall be deemed to by payments of all sums which the holder of the Certificate of Purchase is entitled. The Public Trustee shall have no liability with respect to any action required.

As the Holder of a Certificate of Purchase it is your responsibility to be informed and knowledgeable of the Colorado Revised Statutes regarding the foreclosure process.

A copy of the Colorado Revised Statutes may be purchased through Bradford Publishing at 1-800-446-2831 or their website at www.bradfordpublishing.com.