

BKR95NAZ

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY)

NAME OF AGENCY OR CONTRACTOR: CARL N. BAKER, PRESIDENT AND  
CURTIS SEXTON , SECRETARY OF THE FIRST CHURCH OF THE  
NAZARENE

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: STORM  
DRAINAGE AND OPEN SPACE PARCEL NORTHEAST CORNER 28 AND  
PATTERSON ROAD

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1995

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

## WARRANTY DEED

1723324 01:19 PM 07/14/95  
MONIKA TODD CLK&REC MESA COUNTY CO  
DOC EXEMPT

**THE FIRST CHURCH OF THE NAZARENE OF GRAND JUNCTION**, whose address is 1000 North 9th Street, Suite No. 8, Grand Junction, Colorado 81501, of the County of Mesa, State of Colorado, Grantor, for and in consideration of the sum of Thirty Six Thousand One Hundred Sixty Two and 00/100 Dollars (\$36,162.00), the receipt and sufficiency of which is hereby acknowledged, does by these presents sell, grant and convey to **THE CITY OF GRAND JUNCTION**, a Colorado home rule municipality, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, of the County of Mesa, State of Colorado, Grantee, the following described real property lying, being and situate in the West 1/2 of Lot 7 in Section 6, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows, to wit:

Commencing at the Southwest corner of said Section 6 from whence the Northwest Corner of Lot 7 in said Section 6 bears N 00°03'19" E for a basis of bearings with all bearings contained herein being relative thereto; thence N 00°03'19" E along the West line of said Lot 7 a distance of 686.19 feet; thence S 89°59'07" E a distance of 40.00 feet True Point of Beginning;

thence S 89°59'07" E a distance of 596.09 feet to a point on the East line of the West 1/2 of said Lot 7;

thence S 00°01'54" W a distance of 165.00 feet;

thence N 89°59'07" W a distance of 187.19 feet;

thence S 00°01'06" E a distance of 25.00 feet;

thence N 89°59'07" W a distance of 409.0 feet to a point on the East right-of-way for 28 Road;

thence N 00°03'19" E a distance of 190.0 feet to the True Point of Beginning, containing 2.493 acres as described,

The real property hereby conveyed being vacant land as a Public Right-of-Way in fee simple absolute for purposes including, but not limited to, public trails, greenbelt, open space, and the detention, retention and conveyance of storm water.

**TO HAVE AND TO HOLD** the premises aforesaid, with all and singular the rights, privileges, appurtenance and immunities thereto belonging or in any wise appertaining, unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it will warrant and forever defend the title and quiet possession to said premises unto the said Grantee and unto the Grantee's successors and assigns, against the lawful claims and demands of all persons whomsoever.



DEED OF TRUST

Book 2194 Page 550  
1740080 0139PM 12/18/95  
MONIKA TODD CLK&REC MESA COUNTY CO

THIS DEED OF TRUST is made this 13~~th~~ day of December, 1995, between The First Church of the Nazarene of Grand Junction, the grantor herein, whose address is 1000 North 9th Street, Suite 8, Grand Junction, Colorado 81501, and the PUBLIC TRUSTEE of the County of Mesa, State of Colorado.

**WITNESS:**

The Grantor, to secure a promissory note, for the total principal sum of \$62,136.94 payable to the order of the City of Grand Junction, the beneficiary herein, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, after the date thereof, with interest thereon on the principal balance of \$62,136.94 from the date thereof, said principal amount to accrue interest at the rate of ten (10) percent per annum; principal and interest payable in full on June 1, 1998, does hereby grant and convey unto said Public Trustee the property described on the attached Exhibit labeled "Nazarene/City" situate in the County of Mesa, State of Colorado, **TO HAVE AND TO HOLD** the same together with all appurtenances, in trust nevertheless, that in case of default in the payment of said note or any part thereof or interest thereon, or in the performance of any covenants hereinafter set forth, then upon the beneficiary (note holder's) filing notice of election and demand for sale, said Public Trustee, after advertising notice of said sale weekly, for not less than four weeks, in some newspaper of general circulation in said County, shall sell said property in the manner provided by law in effect at the time of filing said notice and demand, at public auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of said sale said Trustee shall retain or pay first all fees, charges and costs and all monies advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon, and pay the principal and interest due on said note, rendering the overplus (if any) unto the grantor; and after the expiration of the time of redemption, said Trustee shall execute and deliver to the purchaser a deed to the property sold. The beneficiary may purchase said property or any part thereof at such sale.

The grantor covenants that at the time of delivery of these presents, it is seized of said property in fee simple, and that said property is free of encumbrances.

Should the beneficiaries hereunder be made a party to any action affecting this deed of trust property, the grantor agrees that all court costs and a reasonable attorney's fee paid by the beneficiaries shall become additional indebtedness due hereunder. Grantor agrees that it will pay the reasonable attorney's fees of the beneficiary in the event of foreclosure and any and all actions taken or required to initiate foreclosure.

It is agreed that in case of default in payment of said principal or interest or a breach of any of the covenants herein, or any breach in the Development Improvement Agreement signed even date herewith, then said principal sum hereby secured and interest thereon may at the option of the beneficiary become due and payable at once, anything in said note to the contrary notwithstanding and the possession of said property will thereupon be delivered to the beneficiary.

Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All of the covenants herein shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

Executed this 13<sup>th</sup> day of December, 1995.

Attest:

The First Church of the Nazarene  
of Grand Junction, Colorado

X Curtis Sexton  
Curtis Sexton, Secretary

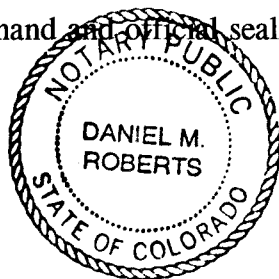
By: Carl N. Baker  
Carl N. Baker, President

State of Colorado    )  
                                  )ss.  
County of Mesa        )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 1995, by Carl N. Baker as President and attested to by Curtis Sexton as Secretary of the First Church of the Nazarene of Grand Junction.

My commission expires: 12-20-99

Witness my hand and official seal.



Daniel M. Roberts  
Notary Public

EXHIBIT "NAZARENE/CITY"

Parcel No. 1: Lot 63 of Mantey Heights Subdivision in Section 7, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado,

EXCEPT,

beginning at the Northwest corner of said Lot 63;

thence N 77°56' E 104.9 feet;

thence S 31°15' E 111.8 feet;

thence N 07°46'17" E 27.0 feet;

thence N 58°28' E 115.15 feet;

thence N 77°56' E 30.0 feet to the Northeast corner of said Lot 63;

thence S 13°34' E 158.39 feet;

thence S 82°14'43" W 262.81 feet;

thence N 00°11' E 125.74 feet to the Point of Beginning,

also known by Mesa County Tax Schedule Number 2943-072-01-023.

Parcel No. 2: Lot 65 of Mantey Heights Subdivision in Section 7, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado,

EXCEPT,

beginning at a point which is 313.84 feet West of the Southeast corner of said Subdivision;

thence N 17°44' W 520.13 feet;

thence N 31°40' W 274.33 feet;

thence N 13°12' W 179.62 feet;

thence West 179.62 feet;

thence S 31°25' W 170.0 feet;

thence S 57°33' E 86.0 feet;

thence S 11°09' E 37.0 feet;

thence S 27°08' E 478.1 feet;

thence N 46°31' W 138.0 feet;

thence S 17°44" E 350.0 feet to a point on the South line of said Subdivision;

thence East 125.0 feet to the Point of Beginning,

also known by Mesa County Tax Schedule Number 2943-072-01-011.