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TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY)

NAME OF AGENCY OR CONTRACTOR: LEO KIEFER

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: DUMP ON REDLANDS AND QUIT  
CLAIM DEED FROM K. W. GARDNER TO LEO KIEFER

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1945

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

THIS DEED, Made this 7th day of December in the year of our Lord one thousand nine hundred and forty-five, between

Leo Kiefer

of the County of Mesa and State of Colorado, of the first part, and City of Grand Junction, a municipal corporation,

of the County of Mesa and State of Colorado, of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of

Ten Dollars and other valuable considerations ~~DOLLARS~~

to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed

and QUIT-CLAIMED, and by these presents does remise, release, sell, convey and QUIT-CLAIM

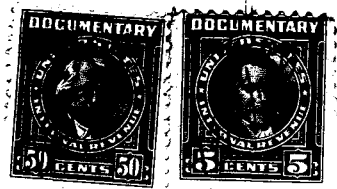
unto the said party of the second part, its successors ~~heirs~~ and assigns forever, all the right, title,

interest, claim and demand which the said party of the first part has in and to the following

described situate, lying and being in the County

of Mesa and State of Colorado, to-wit:

NW 1/4 NW 1/4 of Section 27, Township 1 South, Range 1 West of the Ute Meridian;



TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors ~~heirs~~ and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of } Leo Kiefer [SEAL]
} [SEAL]
} [SEAL]
} [SEAL]

STATE OF COLORADO,

County of Mesa } ss.

I, Frank R. Hall, Notary Public

in and for said Mesa

County, in the State aforesaid, do hereby certify that

Leo Kiefer

who is personally known to me to be the person whose name is subscribed to the foregoing Deed, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal this 7th day of December, A. D. 1945.

My commission expires Sept. 10, 1946

*Frank R. Hall*  
Notary Public

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**QUIT CLAIM DEED**

Leo Kiefer

TO

City of Grand Junction,  
Colo.

STATE OF COLORADO,

County of

I hereby certify that this instrument was

filed for record in my office at 1018

o'clock A. M., DEC - 8 1945, 19

and is duly recorded in book 424

page 500

Recorder.

By *Amie M. Hunsdon* Deputy.

Fees, \$

THIS DEED, Made this 7th day of December in the year of our Lord one thousand nine hundred and forty-five between

K. W. Gardner of the County of Mesa and State of Colorado, of the first part, and

Leo Kiefer of the County of Mesa and State of Colorado, of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT-CLAIMED, and by these presents does remise, release, sell, convey and QUIT-CLAIM unto the said party of the second part, his heirs and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described situate, lying and being in the County of Mesa and State of Colorado, to-wit:

NW 1/4 NW 1/4 of Section 27, Township 1 South, Range 1 West of the Ute Meridian;



TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of [Signature: K. W. Gardner] [SEAL] [SEAL] [SEAL] [SEAL]

STATE OF COLORADO,

County of Mesa } ss.

I, Frank R. Hall, Notary Public

in and for said Mesa County, in the State aforesaid, do hereby certify that

K. W. Gardner

who is personally known to me to be the person whose name is subscribed to the foregoing Deed, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal this 7th day of December, A. D. 1945.

My commission expires Sept. 10, 1946

Frank R. Hall
Notary Public

1/8

20.00

COMPASS 138020

W.M. G.M.

QUIT CLAIM DEED

K. W. Gardner

TO

Leo Kieffer

STATE OF COLORADO,

County of } ss.

I hereby certify that this instrument was

filed for record in my office at 10 11

o'clock A.M., DEC - 5 1945 19

and is duly recorded in book 424

page 499

Recorder

By Annie M. Lemmon

Secretary

Fees, \$

dump ground on Redlands
Little Creek Road on Redlands

**This Indenture,** Made this **18th** day of **February** in the year of our Lord, one thousand nine hundred and **thirty-one** between **Mabel B. Shaff,** whose address is **Grand Junction** County of **Mesa** and State of Colorado, part **y** of the first part, and the Public Trustee of the County of **Mesa** and State of Colorado, part **y** of the second part. Witnesseth, That whereas **Mabel B. Shaff** has executed **One** Promissory Note, bearing even date herewith, payable to the order of **the City of Grand Junction, a Municipal Corporation** at **Grand Junction Colorado** for the **Principal** sum of **Fifty-eight** and no/100 - - - Dollars, payable on or before **October 1, 1931,** after the date thereof, with interest thereon from date until **paid** at the rate of **eight** per cent. per annum, interest payable **at maturity**

And Whereas, The said **Mable B. Shaff is** desirous of securing not only the prompt payment of said Promissory Note, but also of effectually securing and indemnifying the said **City of Grand Junction** for or on account of any assignment, indorsement of guarantee of said Promissory Note. Now, Therefore, The said party of the first part, in consideration of the premises and for the purposes aforesaid, and in the further consideration of two dollars to him in hand paid by the party of the second part, the receipt whereof is hereby confessed, has **S** and hereby does **ES** grant, bargain, sell and convey unto the said party of the second part and his successors in trust, FOREVER, all the premises situate in the County of **Mesa** and State of Colorado, known and described as follows, to-wit:

An undivided one-half interest in and to the following described land: Beginning at Corner No. 1, whence the corners to Sections 15, 16, 21 and 22, Twp. 1 S., R. 1 W., Ute Meridian, bears S 76° 04' W 940 feet, and thence as follows: (Variation of all courses 15" 15' E), N 59° 37' E 370 feet, thence N 18° 15' E. 291 feet, thence North 510 feet, thence N 66° 45' W 376 feet, thence N 50° 53' W 236 feet, thence N 75° 30' W 141 feet, thence N 75° 20' W. 426 feet, thence S 85° 20' W. 244 feet, thence South 582.5 feet, thence South 54° 40' E. 525 feet, thence S 54° 15' E 278 feet, thence S. 49° 00' E 209 feet, thence S. 25° 30' E 231 feet to beginning; containing 26.77 acres, more or less; except road heretofore conveyed to Mesa County; together with all water and water rights, ditches and ditch rights belonging to or in any way appurtenant to said land; and especially those certain contracts for water for said land with The Redlands Irrigation Company for 13.38 statute inches of water in which the grantor has an undivided one-half interest.

To Have and to Hold the Same, Together with all and singular the privileges and appurtenances thereunto belonging: IN TRUST NEVERTHELESS, that in case of default in the payment of said Note or any of them, or any part thereof, or interest thereon, according to the tenor and effect of said Note, or any of them, then upon notice and demand in writing, filed with said party of the second part, by the beneficiary hereunder, or the legal holder of the note or notes secured hereby, that such beneficiary or legal holder has declared a violation of any of the covenants herein or in any prior incumbrance contained, and has elected to advertise said premises for sale, it shall and may be lawful for said party of the second part, or his successors in trust, to sell and dispose of said premises, and all the right, title, benefit, and equity of redemption of the said party of the first part **her** heirs or assigns therein, at public auction, at the **South** door of the Court House, in the County of **Mesa** in the State of Colorado, for the highest and best prices the same will bring in cash, four weeks' public notice having been previously given of the time and place of such sale, by advertisement weekly in one of the newspapers of general circulation at that time published in said **Mesa** County, a copy of which printed notice shall, as soon as printed, be mailed to said party of the first part, and all subsequent incumbrancers, at the address herein given, and to make, execute, and deliver to the purchaser or purchasers at such sale, certificate or certificates of purchase, and after the expiration of the time of redemption provided by law, upon demand of the person or persons entitled thereto, to make and deliver to said purchaser or purchasers, or his, her, or their assign or assigns, good and sufficient deed or deeds of conveyance to the premises sold; and out of the proceeds or avails of such sale, and the purchase money paid thereon, after first paying all fees and costs of advertising and sale, commission and all other expenses of this trust, including all moneys advanced for taxes, or other liens and assessments or on prior incumbrances, with the interest thereon, to pay the principal and interest due on said Note according to the tenor and effect thereof, rendering the overplus (if any) unto the said party of the first part, **her** legal representatives or assigns, on reasonable request; and it shall not be obligatory upon the purchaser or purchasers at any such sale to see to the application of the purchase money; which sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against the said party of the first part **her** heirs and assigns, and all other persons claiming the premises aforesaid, or any part thereof by, from, through or under said party of the first part, or any of them, unless said premises are redeemed within the time or times and according to the statute in such cases made and provided. The holder or holders of said note or notes may become the purchaser of said property, or any part thereof.

**Mabel B. Shaff**

And the said **for herself**, **her** heirs, executors and administrators, covenant **S** and agree **S** to and with the said party of the second part and his successors in trust, that at the time of the enrolling and delivery of these premises **she is** well seized of the above described premises in fee simple, and has **S** good right, full power, and lawful authority to grant, bargain, and sell the same in manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims he may now or hereafter have in or to said above described premises as a **Homestead Exemption**, under and by virtue of any Act of the General Assembly of the State of Colorado now existing, or which may hereafter be passed in relation thereto, and that the same are free and clear of all liens and incumbrances whatsoever except

and that **she** will pay all amounts becoming due on any prior incumbrance and all taxes or assessments levied or assessed against said premises up to the time the said Note shall become due and payable, or shall have been paid in full.

And it is Stipulated and Agreed, That in case of default in any of said payments of principal or interest, as aforesaid, or a breach of any of the covenants or agreements herein, then and in that case the whole of the said principal sum hereby secured, and interest thereon, according to the tenor and effect of said Note, shall and may at once become due and payable, anything in said Note to the contrary notwithstanding, and the said premises be sold in like manner with the same effect as if the indebtedness had matured.

In Witness Whereof, The said party of the first part has **S** hereunto set **her** hand and seal the day and year first above written.

710-824  
No. \_\_\_\_\_

# DEED OF TRUST

FROM

Mabel B Shaff

Old dump on Redlands

TO

The Public Trustee  
FOR THE USE OF

City 2.18.31

STATE OF COLORADO.

COUNTY OF \_\_\_\_\_

} SS.

I hereby certify that this instrument was  
filed for record in my office at \_\_\_\_\_  
o'clock \_\_\_\_\_ M., \_\_\_\_\_, 19\_\_\_\_  
and is duly recorded in book \_\_\_\_\_  
page \_\_\_\_\_

Recorder.

By \_\_\_\_\_

Deputy.

Fees, \$ \_\_\_\_\_

*Old dump*

STATE OF COLORADO,

} ss.

COUNTY OF M e s a .

I, Lucy E. Hogan, a Notary Public in and for said Mesa County, in the State aforesaid, do hereby certify that Mabel B. Shaff

who is personally known to me to be the person whose name is subscribed to the within Deed of Trust as party thereo, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act and deed, for the uses and purposes therein specified.

My Notarial Commission expires January 23, 19 33.

Given under my hand and Notarial Seal, this 18th day of February, A. D. 19 31.

Lucy E. Hogan  
Notary Public.



Secured by: Deed of Trust

GRAND JUNCTION, COLO., February 18, 1931 \$58.00

On or before October 1, 1931 after date, I, we, or either of us, promise to pay to the order of  
CITY OF GRAND JUNCTION, COLORADO

At the City Hall, in the City of Grand Junction Colorado,

- - - FIFTY-EIGHT and no/100 - - - DOLLARS

with interest at the rate of 8 per cent per annum from date until paid.

The makers, endorsers, sureties, guarantors and assignors of this note severally waive demand, presentment for payment, protest, notice of protest and of non-payment, and, if suit be instituted thereon, to pay an amount equal to ten per cent of the principal as attorney fees and all other expenses that may be incurred in the collection of this note. VALUE RECEIVED.

Due \_\_\_\_\_

Mabel B. Shaff

No. \_\_\_\_\_

P. O. \_\_\_\_\_