

KOC88262

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED

NAME OF AGENCY OR CONTRACTOR: DALE GREG KOCH AND AS ATTORNEY
IN FACT FOR HOLLY LAVEE ATWOOD KOCH

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 248 26 1/4
ROAD

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1988

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

Recorded at
Reception No.

PROMISSORY NOTE DATED August 23, 1988, IN
AMOUNT OF \$1,256.00 PAID IN FULL

DEED OF TRUST

1-23-90

THIS DEED OF TRUST, Dated August 24, 1988, between Dale Greg Koch and Holly LaVee Atwood Koch the grantor herein, whose address is 248 26 1/4 Road

BOOK 1707 PAGE 125

*County of Mesa and State of Colorado, and the

PUBLIC TRUSTEE of the County or City and County in which the property described below is situated, in the State of Colorado, Witnesseth:

The grantor to secure a promissory note or notes, hereinafter referred to in the singular, dated August, 1988, for the total principal sum of 1,256.00 dollars, payable to the order of City of Grand Junction

the beneficiary herein, whose address is 250 North 5th St., Grand Junction, CO 81501, after the date thereof,

with interest thereon from the date thereof at the rate of nine (9%) percent per annum, principal and interest payable in twenty-four equal monthly installments of \$57.11 per month to begin 9/24/88 & the 24th of each month thereafter until paid in full does hereby grant and convey unto said Public Trustee the following described property, situate in the County of Mesa, State of Colorado, to wit: Assessor's Parcel # 2945-263-00-051 and described as: beginning at a point 1080.0 feet east of the north-east quarter of the southwest quarter of section 26, Township 1 south, Range 1 west of the Ute Meridian; thence south 360 feet; thence east 215 feet; thence north 360 feet, thence west to the point of beginning; except a parcel described in the Mesa County Assessor's records as "BEG 1295 FT E & 206.35 FT S of NW COR NE4SW4 SD SEC 26 S 79.59 FT N 51 DEG 56'39 SEC W 47.14 FT N 36 DEG 32'42 SEC E 62.69 FT to BEG"

also known by the address 248 26 1/4 Road.

This document also constitutes notice of a tax lien in favor of the City of Grand Junction until paid.

XXXXXXXXXXXXXXXXXXXX

1493863 04:00 PM
AUG 26, 1988 E. SAWYER, CLK & REC MEBA CTY, CO

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) 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 moneys 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, he is seized of said property in fee simple, and that said property is free of encumbrances, except

NONE

The grantor also covenants that he will keep all buildings insured with a company approved by the beneficiary for fire and extended coverage in an amount equal to the unpaid balance of said note with loss payable to the beneficiary, will deliver a copy of the policy to the beneficiary and will pay all taxes and assessments against said property and amounts due on prior encumbrances. If grantor shall fail to pay insurance premiums, taxes or amounts due on prior encumbrance, the beneficiary may pay the same and all amounts shall become additional indebtedness due hereunder; and in case of foreclosure, he will pay a reasonable

attorney's fee.

Should the beneficiary hereunder be made a party to any action affecting this deed of trust or the title to said property, the grantor agrees that all court costs and a reasonable attorney's fee paid by the beneficiary shall become additional indebtedness due hereunder; and the grantor does hereby release and waive all claims in said property as a homestead exemption or other exemption now or hereafter provided by law.

If all or any part of the property or an interest therein is sold or transferred by the grantor without beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, beneficiary may, at beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, beneficiary and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as beneficiary shall request.

It is agreed that in case of default in payment of said principal or interest or a breach of any of the covenants herein, 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 possession of said property will thereupon be delivered to the beneficiary, and on failure to deliver such possession the beneficiary shall be entitled to a receiver for said property, who may be appointed by any court of competent jurisdiction.

Whenever used 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 the day and year first above written.

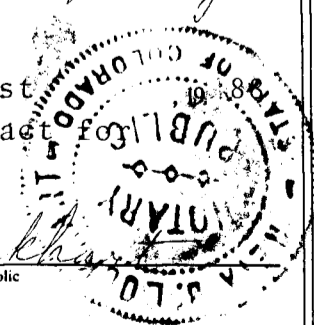
Dale Greg Koch
Holly LaVee Atwood Koch by Dale Greg Koch

STATE OF COLORADO } ss.
County of

The foregoing instrument was acknowledged before me this 24th day of August by Dale Greg Koch, individually, and as attorney in fact Holly LaVee Atwood Koch

My commission expires 6-23-1990. Witness my hand and official seal.

Debra B. Lockhart
Notary Public



*If in Denver, insert "City and."

GENERAL POWER OF ATTORNEY

1493862 04:00 PM
AUG 26 1988 E.SAWYER, CLK&REC MESA CTY, CO

KNOW ALL MEN BY THESE PRESENTS, that I, Holly LaVee Atwood Koch, of the
El Paso * County of Colo. Springs, State of Colorado,
reposing special trust and confidence in Dale Greg Koch, of
the Mesa County of Grand Junction, State of Colorado,
have made, constituted and appointed, and by these presents do make, constitute and appoint the said Dale
Greg Koch my true and lawful attorney to exercise or perform any act, power, duty, right or
obligation whatsoever that I now have or may hereafter acquire, relating to any person, matter, transaction or property, real or
personal, tangible or intangible, now owned or hereafter acquired by me. I grant to my said attorney full power and authority to do
and perform all and every act necessary in exercising any of the powers granted herein as fully as I might do if personally present,
with full power of revocation, hereby ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue
of this Power of Attorney.

**This Power of Attorney shall not be affected by disability of the principal.

**This Power of Attorney shall become effective upon the disability of the principal.

EXECUTED this 18 day of August, 19 88.

Holly LaVee Atwood Koch
PRINCIPAL
8-18-88

STATE OF Colorado
County of El Paso } ss.

The foregoing instrument was acknowledged before me this 18 day of August
19 88, by Holly LaVee Atwood Koch

My commission expires _____, 19 ____ . Witness my hand and official seal.

My Commission Expires 12-19-89

Dora Mease
Notary Public

2308 E. Pikes Peak
Colorado Springs, CO 80909

*If in Denver, insert "City and."

**Strike either or both according to fact.

Recorder's Note: No Notary Seal
When Recorded

Recorder's Note: Not An Original
Signature When Recorded

Recorder's Note: Not An Original
Signature When Recorded

