

MRA725TH

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (WARRANTY)

NAME OF AGENCY OR CONTRACTOR: BERNARD MIERA AND CAROLINA O. MIERA

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LOT 5 BLOCK 1 SOUTH 5TH
STREET SUBDIVISION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1972

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

RECORDER'S STAMP

State Documentary Fee
Date JUL 24 1972
\$ *Amount*

THIS DEED Made this *24th* day of *July*,
1972, between Bernard Miera and Carolina O. Miera
of the
County of Mesa and State of Colo-
rado, of the first part, and
City of Grand Junction,
a corporation organized and
existing under and by virtue of the laws of the State of Colorado,
of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
---Ten Dollars and other valuable consideration ----- DOLLARS
to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is
hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do
grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever,
all of the following described lot or parcel of land, situate, lying and being in the
County of Mesa and State of Colorado, to wit:

Lot 5 Block 1 South Fifth Street Subdivision, City of Grand
Junction

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise
appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all
the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law
or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the
said party of the second part, its successors and assigns forever. And the said parties of the first part, for
themselves, heirs, executors, and administrators, do covenant, grant, bargain and agree to and with
the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of
these presents, well seized of the premises above conveyed, as of good, sure, perfect, absolute and
indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to
grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from
all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature
soever,

and the above bargained premises in the quiet and peaceful possession of the said party of the second part, its
successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part
thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands
and seals the day and year first above written.

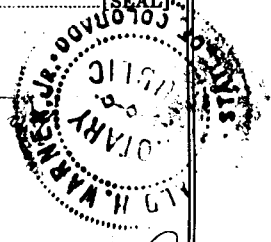
Signed, Sealed and Delivered in the Presence of
Bernard Miera [SEAL]
Carolina O. Miera [SEAL]
Carolina O. Miera [SEAL]

STATE OF COLORADO,
County of Mesa } ss.

The foregoing instrument was acknowledged before me this *24th* day of *July*
1972, by Bernard Miera and Carolina O. Miera

My commission expires *April 5, 1975*
WITNESS my hand and official seal.

Donald J. Warr
Notary Public



Annie M. Dunston
Recorder.

KNOW ALL MEN BY THESE PRESENTS, That, Whereas, BERNARD MIERA, and CAROLINA O. MIERA aka CAROLINE O. MIERA

by DEED OF TRUST dated the 7th day of April, 1966, and duly recorded in the office of the County Clerk and Recorder of the County of Mesa, in the State of Colorado, on the 25th day of July, 1966, in book 898, on page 768, ~~FILED IN~~ Reception No. 922526, conveyed to the Public Trustee in said County of Mesa, certain real estate in said Deed of Trust described, in trust to secure to the order of Planned Credit, Incorporated the payment of the indebtedness mentioned therein.

AND WHEREAS, Said indebtedness has been paid and the purposes of said trust have been fully satisfied;

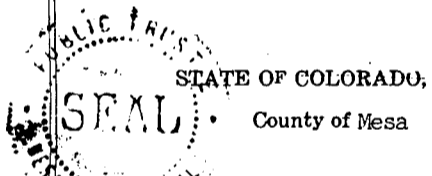
NOW, THEREFORE, At the request of the legal holder of the indebtedness secured by said Deed of Trust, and in consideration of the premises, and in further consideration of the sum of Three Dollars, to me in hand paid, the receipt whereof is hereby acknowledged, I, as the Public Trustee in said County of Mesa, do hereby remise, release and quit-claim unto the present owner or owners of real estate and unto the heirs, successors and assigns of said owner or owners forever, all the right, title and interest which I have in and to the said real estate, as such Public Trustee, in said Deed of Trust mentioned; and more particularly described as follows, to wit:

Lot 5 Block 1 South Fifth Street Subdivision

situate, lying and being in the County of Mesa and State of Colorado. TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging forever. And further, that the said Trust Deed is, by these presents, to be considered as fully and absolutely released, cancelled and forever discharged.

WITNESS my hand and seal, this 28th day of August, 1972

Donald W. Kanaly (SEAL)
As the Public Trustee in said County of Mesa
By _____ Deputy Public Trustee.



STATE OF COLORADO,
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 28th day of August, 1972, by

Donald W. Kanaly as the Public Trustee in said County of Mesa, Colorado.

My Commission expires April 22, 1973
Witness my hand and official seal.

Lina M. Harrison
Notary Public.

The Public Trustee in said County of Mesa: Please execute this release, the indebtedness secured by the above mentioned Deed of Trust having been fully paid.

Planned Credit Inc
The legal holder of the indebtedness secured by said Deed of Trust.
By *Charles ...*

(Original)

Public Trustee's Office, Mesa County, Colorado

RECEIPT FOR RELEASE OF TRUST DEED

Grand Junction, Colorado, August 28, 1972

Received of City of Grand Junction

Release Fee \$ 3.00

Trust Deed Doc. No. 922526

Recording Fee \$ 1.75

Note Amount \$ 4,726.85

Total \$ 4.75

Other Last Security Bond on Note

DONALD W. KANALY, Mesa County Public Trustee

By D. Harrison

Return To:

Name Same

Street No. _____

City _____

PAID 03255 AUG 28 72

4.75 -

DEED OF TRUST

THIS INDENTURE, Made this 7th day of April, 1966,
between

BERNARD MIERA and CAROLINE O. MIERA

whose address is 924 South Fifth Street, Grand Junction, Colorado
hereinafter referred to collectively as "First Party," and the Public Trustee of Mesa
County, State of Colorado, party of the second part, WITNESSETH:

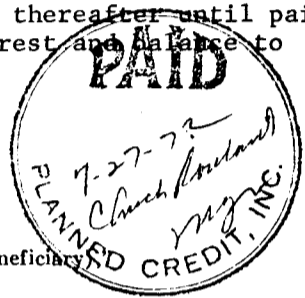
THAT WHEREAS, The said First Party has executed one promissory
note (hereinafter designated "note") bearing even date herewith for the total principal sum of
-----FOUR THOUSAND SEVEN HUNDRED TWENTY-SIX AND 85/100-----Dollars,
payable to the order of

PLANNED CREDIT, INC.

whose address is 130 North Sixth Street, Grand Junction, Colorado,

in installments

after date thereof, with interest thereon from the date thereof at the rate of seven per
cent per annum payable monthly. \$43.09 payable June 1, 1966, and a like
sum on the first day of each and every month thereafter until paid
in full. Payments shall apply first to interest and balance to
principal.



(The Legal Holder of note being hereinafter referred to as "Beneficiary")

AND WHEREAS, The said party of the first part is desirous of securing the payment of the
principal and interest of said promissory note.

NOW, THEREFORE, The said party of the first part, in consideration of the premises and for
the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said party of the second
part, in trust forever, the following described property situate in the County of Mesa
and State of Colorado, to-wit:

Lot 5 in Block 1 of the South Fifth Street
Subdivision of Grand Junction;

In addition to the monthly payments set forth in said note,
First Party, in consideration of the loan herein, agrees to pay con-
currently with the monthly payment on Note, one-twelfth of the sum of
the annual taxes and assessments assessed on the hereinafter described
real estate, insurance premiums and other agreed charges, estimated to
be \$5.91 per month, and if such payments are not sufficient to pay
said items, First Party agrees to increase such monthly payments and
to pay any deficiency upon demand. Said sum shall be credited on the
principal on the date of payment by first party. If the taxes and
insurance are not paid by the first party before the same become
delinquent the beneficiary may cause such taxes and insurance to be
paid and such sum so paid shall be added to the principal balance due
under the note secured hereby.

The Parties Agree:

Not to sell or contract to sell the above described real estate
without the written consent of the beneficiary. Upon a breach thereof,
the beneficiary shall have the right to declare said Note due and pay-
able forthwith, without notice, and to foreclose this Trust Deed. If
such consent is given, then there shall be due and payable to the
beneficiary its then current transfer fee, but not less than \$25.00.

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging; also the rents, issues and profits derived or to be derived out of said premises; (Beneficiary agrees that under the foregoing assignment of the rents, issues and profits, collection thereof will be enforced only upon the delinquency of first party in complying with the provisions of this Trust Deed; and, in any default thereof, the Beneficiary is authorized to assume the management and control of and to collect the rents from said property without an Order of Court).

IN TRUST NEVERTHELESS, That, in case of any default hereunder by first party or his successors in interest, the Beneficiary may file notice with party of the second part declaring such default and an election and demand that said property be advertised for sale and sold, in accordance with the Colorado Statutes in such case made and provided; and thereupon said party of the second part shall sell and dispose of said premises and all of the right, title and interest of the said party of the first part at public auction at the

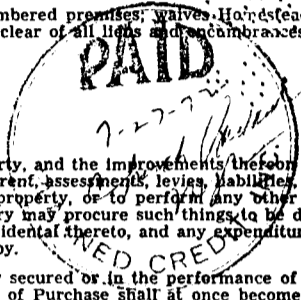
South
front door of the County Court House in the County of Mesa, State of Colorado, or on said premises, four weeks' public notice having been previously given of the time and place of such sale, by advertisement, weekly, in some newspaper of general circulation at that time published in said County. It is specifically agreed that time is of the essence of this contract and if each and every stipulation, agreement, condition and covenant of said Note or of this Deed of Trust is not duly performed, complied with and abided by, then the balance of said note shall become due and payable forthwith, or at any time thereafter at the option of Beneficiary, and said property may be sold in the manner and with the same effect as if said indebtedness had matured.

THE SAID PARTY OF THE FIRST PART EXPRESSLY COVENANTS AND AGREES:

To promptly pay the principal and interest and other sums of money payable by virtue of said note and this deed of trust, on the days respectively that the same severally become due, and to promptly perform each and every stipulation, agreement and condition therein contained.

To keep the buildings on the premises insured against loss by fire and other hazards as required by the Beneficiary and for its benefit and to pay promptly all taxes, assessments, levies, water rents, and insurance premiums and all other liabilities, obligations and encumbrances as they become due.

To and hereby does warrant title to and possession of the encumbered premises, ~~waives~~ ^{waives} Homestead and other Exemptions; and further warrants that said premises are free and clear of all liens and encumbrances (except as herein specified):



That in the event of the failure of first party to keep said property, and the improvements thereon at all times in good repair, to pay promptly all taxes, insurance premiums, water rent, assessments, levies, liabilities, obligations, principal or interest on this or any other encumbrance on said real property, or to perform any other agreement, condition, stipulation or covenant, as herein provided, the Beneficiary may procure such things to be done at first party's cost and may make any reasonable expenditure or outlay incidental thereto, and any expenditures so made shall become an additional indebtedness hereto and be secured hereby.

That in case of default in the payment of the indebtedness hereby secured or in the performance of any obligation herein contained, the Beneficiary or the holder of a Certificate of Purchase shall at once become entitled to the possession, use and enjoyment of the property aforesaid and to the appointment of a Receiver for said property and of the rents, issues and profits thereof and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the party of the first part or the then owner of said property and without regard to the value thereof or the adequacy of any security for the debt; and such Receiver may be appointed by any Court of competent jurisdiction upon ex parte application, and without notice—notice being expressly waived—and all rents, issues and profits therefrom shall be applied by such Receiver subject to the orders of the Court, to the payment of the indebtedness hereby secured.

That, in the event of foreclosure and sale hereunder, attorney's fees in the sum of five per cent if made through the Public Trustee and a reasonable sum if made through the Courts, for legal services rendered in such proceeding or suit, shall be allowed by the Public Trustee or taxed by the court as part of the costs of foreclosure.

That in the event the ownership of the encumbered property or any part hereof, becomes vested in a person other than the first party, the Beneficiary may, without notice to the first party, deal with such new owner or owners with reference to this Deed of Trust, and the debt hereby secured in the same manner as with the first party without in any way vitiating or discharging the first party's liability hereunder, or the indebtedness hereby secured.

That all the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, The said party of the first part has hereunto executed this Trust Deed the day and year first above written.

Bernard Miera (Seal)
Bernard Miera
Carolina O. Miera (Seal)
Carolina O. Miera
Carolyne Miera

STATE OF COLORADO, }
County of Mesa, } ss.

The foregoing instrument was acknowledged before me this 7 day of May 1966

By Bernard Miera and Carolina O. Miera.

Witness my hand and official seal.
My notarial commission expires 9-10-66

Wm. F. Shorkey
Notary Public.



*The Travelers
Indemnity Company*

Hartford, Connecticut

(A STOCK COMPANY)

Bond No. 1841773

LOST SECURITIES BOND

Know All Men by These Presents, That we **PLANNED CREDIT, INC.**

as Principal
(hereinafter called "Principal"), and THE TRAVELERS INDEMNITY COMPANY duly authorized to transact
the business of indemnity and suretyship in the State of **Colorado**
and having an office and principal place of business in said State at **Denver**, as
Surety, are held and firmly bound unto

DONALD W. KANALY, Trust Officer, Mesa County, Colorado

their successors and assigns, as interest may appear (hereinafter called "Obligees"), in the sum of **Four Thousand
Seven Hundred Twenty-Six and 85/100** - - - - - Dollars (\$ **4,726.85**),
lawful money of the United States, to be paid to the Obligees or their legal representatives; for which payment,
well and truly to be made, the said Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the aforesaid Principal is the owner of **real estate note** given by **Bernard N.
Maera and Carolina O. Maera** on **April 7, 1966** and recorded in **Book 898, Pages 768
and 769**

and has lost, mislaid or destroyed said instrument or instruments, so that the same cannot be found or produced;
and

WHEREAS, the Obligees have agreed with the Principal on Principal's promise of indemnity to duplicate said
instrument or instruments so lost, mislaid or destroyed, or to pay to said Principal or credit to said Principal's
account the value thereof;

NOW, THEREFORE, the condition of this obligation is such, that if the Obligees shall issue or cause to be issued
to the Principal or Principal's order new or duplicate instrument or instruments in place of the aforementioned lost, mis-
laid or destroyed instrument or instruments, or if the Obligees shall pay to Principal or credit to Principal's account the
value thereof; and if the Principal, the heirs, executors, administrators, successors or assigns of said Principal, or any of
them, shall in case the said lost, mislaid or destroyed instrument or instruments be found or come into the hands or
power of any of them, or to the hands, custody or power of any person, deliver or cause the same to be delivered
unto the Obligees in order to be canceled and also shall at all times indemnify and save harmless the Obligees from and
against any and all costs, actions, suits, damages, charges or expenses, by reason of said lost, mislaid or destroyed in-
strument or instruments, or the issuance of other or others in lieu thereof, or the paying or crediting as aforesaid of
the value without the surrender thereof, then this obligation to be void; otherwise to remain in full force and virtue.

SIGNED, SEALED AND DATED this **3d** day of **August**, 19**72**

PLANNED CREDIT, INC.
By: *[Signature]* (L.S.)

The Travelers Indemnity Company,
By:

[Signature]
Attorney-in-Fact.
Gary R. Hanson
Attorney-in-Fact.

This bond must be acknowledged both by the
Principal and Surety before a Notary Public or
other officer qualified to administer oaths who
should affix his seal of office and state the date
on which his commission expires.

STATE OF Colorado }
COUNTY OF Denver } ss:

On this 3d day of August, 1972,
before me personally appeared Gary R. Hanson
Attorney(s)-in-Fact for THE TRAVELERS INDEMNITY COMPANY, to me known, who being by me duly
sworn, did depose and say(s) that he reside(s) in Denver, Colorado;
that he is the Attorney(s)-in-Fact for THE TRAVELERS INDEMNITY COMPANY, the Corporation described
in and which executed the above instrument, that he know(s) the corporate seal of said Corporation; that the seal
affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said
Corporation, and that he signed his name(s) thereto by like order.

M. J. Saucier
Notary Public, J. Saucier

My Commission expires Dec. 30, 1974

STATE OF Oklahoma }
COUNTY OF Oklahoma } ss:

On this 15th day of August, 1972,
before me personally came ERNEST C. NEUMAN to me known
and known to me to be the individual described in and who executed the within Bond, and he acknowledged
to me that he executed the same.

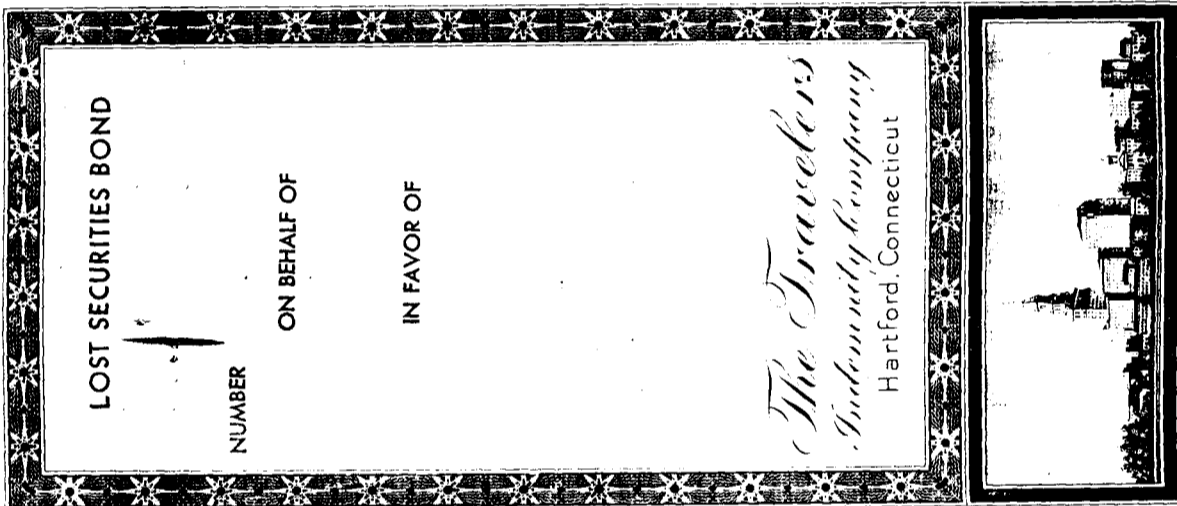
Commission expires 2-9-76

[Signature]
Notary Public

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 19____,
before me personally appeared _____ to me known
and known to me to be one of the firm _____ described in and who
executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as
and for the act and deed of said firm.

Notary Public



STATE OF _____ }
COUNTY OF _____ } ss:

On the _____ day of _____, 19____,
before me personally came _____ to me known,
who being by me duly sworn, did depose and say: that he resides in _____ that he
is the _____ President of _____
the corporation described in and which executed the above instrument; that he knows the seal of said corporation;
that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors
of said corporation, and that he signed his name thereto by like order.

Notary Public

The Travelers Indemnity Company

Hartford, Connecticut

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

____ Gary F. Chinn, L. M. DeHaven, Gary R. Hanson, Herbert J. Harris, M. J. Saucier, E. K. Smith, Robert J. Sunich, all of Denver, Colorado, EACH _____

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

____ Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof _____

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

ARTICLE IV, SECTION 13. The Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Senior Vice President, any Vice President, any Second Vice President, any Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

ARTICLE IV, SECTION 15. Any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Senior Vice President, any Vice President and duly attested and sealed, if a seal is required, by any Secretary or any Department Secretary or any Assistant Secretary or when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Senior Vice President, any Vice President or any Second Vice President and countersigned and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority granted by his or their power or powers of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 30th day of November, 1959:

VOTED: That the signature of any officer authorized by the By-Laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

____ This power of attorney revokes that dated March 12, 1970 on behalf of Gary F. Chinn, L. M. DeHaven, Gary R. Hanson, Herbert J. Harris, M. J. Saucier, E. K. Smith _____

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 13th day of April 19 71.



THE TRAVELERS INDEMNITY COMPANY

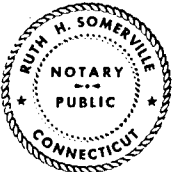
By

A handwritten signature in cursive script, appearing to read "E. A. Houser III".

Secretary, Surety

State of Connecticut, County of Hartford—ss:

On this 13th day of April in the year 1971 before me personally came E. A. Houser III to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of his office under the by-laws of said corporation, and that he signed his name thereto by like authority.



A handwritten signature in cursive script, appearing to read "Ruth H. Somerville".

Notary Public

My commission expires

April 1, 1974

(Over)

CERTIFICATION

AUG 7 1972

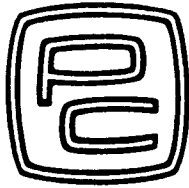
I, D. J. Nash, Assistant Secretary (Surety) of THE TRAVELERS INDEMNITY COMPANY certify that the foregoing power of attorney, the above quoted Sections 13. and 15. of Article IV of the By-Laws and the Resolution of the Board of Directors of November 30, 1959 have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this 3d day of August 19 72.



A handwritten signature in dark ink, appearing to read "D. J. Nash", is written over the printed name below.

Assistant Secretary, Surety



Planned Credit, Inc.

August 16, 1972

Mr. Gerald J. Ashby
City Attorney
City of Grand Junction
P. O. Box 968
Grand Junction, Colorado 81501

Dear Mr. Ashby,

Enclosed please find Deed of Trust, a signed release of Deed of Trust, and a Lost Securities Bond on the original note for Bernardo A. and Caroline O. Miera.

If further assistance is required, please advise.

Sincerely yours,

PLANNED CREDIT, INC.

A handwritten signature in cursive script, appearing to read 'C. E. Rowland'. The signature is written in dark ink and is positioned above the printed name.

C. E. Rowland
Manager

CR/ce

Enclosures