

Transamerica Title Insurance Co

DIVISIONS

Midwest Division

1837 California Street, Denver
Denver, Colorado 80202
(303) 534-9066

California Division

1330 Broadway
Oakland, California 94612
(415) 835-4070

Northwest Division

315 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 222-9921

Southwest Division

114 West Adams Street
Phoenix, Arizona 85003
(602) 262-0511

No. 85105

Owner

Address

Abstract of Title to

Lots Fifteen (15) and Sixteen
(16) in Block Sixty (60) in
the City of Grand Junction,
in Mesa County, Colorado.

Transamerica Title Insurance Co



A Service of
Transamerica Corporation

Transamerica Title Insurance Co

EXECUTIVE OFFICE

1837 CALIFORNIA STREET, DENVER
334-9066

Adams County

1837 California Street, Denver
334-9066

Arapahoe County

2000 West Littleton Road, Littleton
794-4250

Boulder County

1213 Garfield Street, Boulder
443-7180

Denver County

1837 California Street, Denver
334-9066

Douglas County

2000 West Littleton Road, Littleton
794-4250

Eagle - Pitkin Counties

Drawer 1230
Aurora, Colorado 80011
979-1111

El Paso County

126 East Cheyenne St., Colorado Springs
534-3333

Jefferson County

1560 West Center Avenue, Lakewood
557-7181

Larimer County

151 West Mountain Avenue, Fort Collins
482-2208

Mesa County

341 Ross Avenue, Grand Junction
243-8234

Pueblo County

627 North Main Street
Pueblo, Colorado 81003
339-343-0451

South County

P. O. Box 280
Manitou Springs, Colorado 80417
579-1811

Weld County

P. O. Box 370
Greeley, Colorado 80631
343-2283

Agency Department

1837 California Street, Denver
334-9066

AGENTS THROUGHOUT COLORADO

2087

19360
1645

24710

THE MESA COUNTY

ABSTRACT COMPANY.

GRAND JUNCTION, COLO.

ESTABLISHED 1885.

INCORPORATED 1893.

The only Abstracters of Title in Mesa County, Colorado.

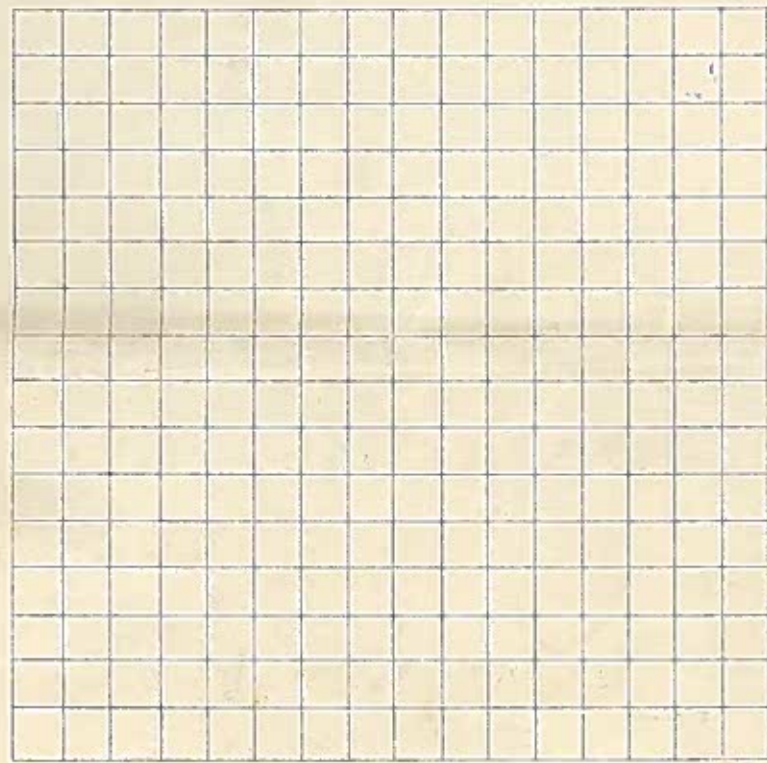
ABSTRACT OF TITLE

TO

Lots Numbered Fifteen (15) and Sixteen (16) in Block Numbered Sixty (60) of the City of Grand Junction, according to the official plat of said City.

SITUATE IN

MESA COUNTY, STATE OF COLORADO.



8435
Mesa Federal
sale price \$2,650
11128
10212

Book 10
Page 4
March 15, 1883
11:00 a. m.

United States Receiver
to
Charles F. Shanks,
Mayor of Grand Junction.

Receiver's Receipt, December 6, 1882. Received \$800 in full for the N. W. $\frac{1}{4}$, S. W. $\frac{1}{4}$, S. E. $\frac{1}{4}$, and S. $\frac{1}{2}$ N. E. $\frac{1}{4}$ Section 14; and N. $\frac{1}{2}$ N. W. $\frac{1}{4}$ Section 23 in Township 1, S. R. 1, W. Ute P. M.

Wm. K. Burchinell, Receiver.
Leadville, Colorado.

Book 7
Page 3
April 9, 1883
11:15 a. m.

Thomas B. Crawford, (Seal)
Commissioner.
Charles F. Shanks, (Seal)
Mayor.
Attest: P. H. Westmoland, Clerk and Recorder
of the town of Grand Junction.
(Corporate Seal)
to
The Grand Junction Town Company.

Deed. March 16, 1883. Whereas, the corporate authorities of the town of Grand Junction did on December 6, 1882, enter at Land Office as part of Town Site of Grand Junction the N. W. $\frac{1}{4}$, S. W. $\frac{1}{4}$, S. E. $\frac{1}{4}$ and S. $\frac{1}{2}$, N. E. $\frac{1}{4}$ Section 14 and N. $\frac{1}{2}$, N. W. $\frac{1}{4}$ Section 23, Township 1 S. R. 1 W. Ute P. M. in trust for the several use and benefit of the occupants thereof under the provisions of the act of Congress of March 2, 1867.

Charles F. Shanks, Mayor of said town, on behalf of the Corporate authorities thereof did within thirty days after entry, give notice of entry. Ninety days since first publication has expired, Corporate authorities did, on October 30, 1882, appoint Thomas B. Crawford, Commissioner, to sell and convey any land thereafter to be entered by Corporate authorities in trust for the several use and benefit of the occupants thereof, under provisions of an act of the General Assembly of Colorado, approved March 1, 1881, the said Thomas B. Crawford having qualified as such Commissioner. The said Corporate authorities through Thomas B. Crawford, Commissioner, and Charles F. Shanks, Mayor, in execution of the trust reposed in party of the first part, and in consideration of vested rights which party of the second part has and had in land hereinafter described at time of entry and in consideration of equitable ownership of party of second part by reason of prior, continued present and sole possession and occupancy, having originally selected, located, staked, surveyed, platted and improved said lots and lands and having filed with the Recorder of the then County of Gunnison, declarations of occupancy and plat and further consideration of \$1,500 conveys all of Block

60 of Grand Junction

Acknowledged, March 19, 1883, by Thomas B. Crawford, Commissioner, and Charles F. Shanks, Mayor of the town of Grand Junction, before J. W. Boulden, Justice of the Peace, in and for Mesa County, Colorado.

Book of Plats, No. 1
Page 1

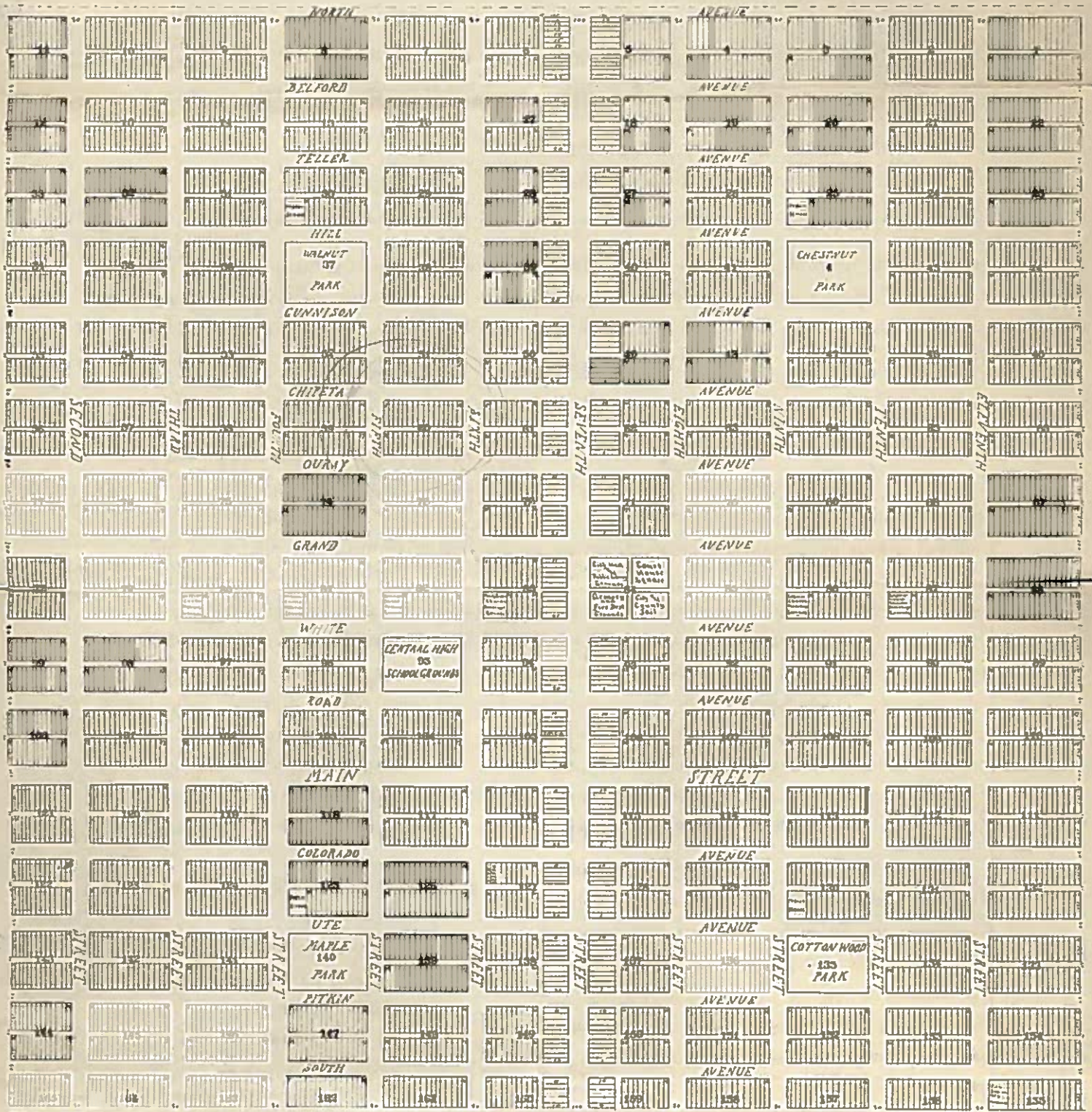
The Town of Grand Junction.

Plat. Grand Junction embraces Section 14, Township 1, S. R. 1 W. Plat represents the lands selected, surveyed and platted by The Grand Junction Town Company, streets and alleys are dedicated to public use. Date of dedication March 27, 1882.

The Grand Junction Town Company,
(Signed) George A. Crawford.
(Town Seal) President.

Acknowledged March 27, 1882, by George A. Crawford, personally known to the officer as the president of the Grand Junction Town Company, before James W. Bucklin, notary public, Gunnison county, Colorado. (Notary Seal). Certificate of A. J. Bean, County Clerk and Recorder of Gunnison

PLAT OF THE TOWN OF
 West ————— East
GRAND JUNCTION,
 Gunnison County, Colorado.



son county, Colorado, by F. B. Woodhouse, Deputy, that foregoing plat was filed for record in his office, April 3, 1882, at 9 o'clock a. m. Certificate of A. J. Bean, County Clerk and Recorder of Gunnison county, Colorado, dated June 16, 1883, that foregoing is true and correct copy of record of town plats for Mesa county, Colorado, as the same appears in records of Gunnison county, Colorado.

Contains Block Sixty (60) Grand Junction

Book 10
Page 297
May 7, 1884
4:00 p. m.

(4)
28

The Board of Trustees of the Town of Grand Junction.

Certified Copy of Ordinance. That Thomas B. Crawford be, and is hereby appointed, and is authorized to act as a Commission to sell and convey any land or real estate which may hereafter be entered by the Corporate Authorities of the Town of Grand Junction, in trust, for the several use and benefit of the occupants, upon such real estate under, and in accordance with the provisions of an Act of the General Assembly of Colorado, entitled an Act to provide for the disposal of Town lots, and the proceeds of sales in Town sites, entered on the Public lands and approved March 1, 1881.

Charles F. Shanks,
Mayor

Approved, October 30, 1882.

P. H. Westmorland, Clerk and Recorder (No Corporate Seal). Certificate, dated May 7, 1884, of W. E. Shaffer, Town Recorder of the Town of Grand Junction, that above and foregoing to be full, true and correct copy of the Ordinance of the Town of Grand Junction appointing Thomas B. Crawford, Commissioner of Deeds, passed, by the Board of Trustees of said Town, October 30, 1882, as shown by the Book of Ordinances of said Town, (Signed), W. E. Shaffer, Town Recorder.
(Seal)

Book 11
Page 214
August 20, 1885
9:30 a. m.

The Grand Junction Town and Improvement Company.

Amended Certificate of the Grand Junction Town Company. Organized October 10, 1881.

Certificate filed in office of Secretary of State, November 19, 1881. Special meeting held December 6, 1883. Recites notice given. That at meeting of stockholders, votes representing 10,000 shares of stock of Company were cast in favor of adoption of proposed changes. The following shall stand as Certificate of Incorporation of said Company. Name as in caption. Objects: purchasing, platting and recording of a Town Site, building a town and selling lots in same to be called Grand Junction, (and other objects:) Capital Stock \$500,000.00, 50,000 shares \$10 each, non-assessable. To exist 20 years from the time of its first organization. To be under control of eight Directors. Operations to be in Mesa County and principal office in Grand Junction, Colorado. Directors to have power to make by-laws. Dated December 6, 1883. Signed George A. Crawford, N. M. Hastings, James W. Bucklin, Thomas B. Crawford, Directors and by Richard D. Mobley, M. L. Allison and William Neshwitz, Directors. Acknowledged by George A. Crawford, Thomas B. Crawford and James W. Bucklin, December 6, 1883, before M. L. Allison, County Clerk, Mesa County Colorado. George A. Crawford, President of the Grand Junction Town Company, sworn, deposes that above amended certificate truly represents the changes that have been made in the Certificate of Incorporation of the Grand Junction Town Company, that the name has been changed to the Grand Junction Town and Improvement Company. That capital stock has been increased from \$100,000.00 to \$500,000.00 and number of Directors increased from six to eight. Sworn to December 6, 1883, before M. L. Allison, County Clerk, Mesa County, Colorado. (Seal)

Book 20
Page 376
February 1, 1887
2 p. m.

(5)
29

The Grand Junction Town Company.

Certified Copy of Articles of Incorporation, Date October 10, 1881. Name as in caption.

Objects are selection, surveying, platting, purchasing and recording of a Town Site, and the building of a town and selling lots in same to be called Grand Junction. To exist 20 years. Capital stock \$100,000.00, 10,000 shares \$10.00 each. Number of directors to be three. Principal office, Grand

Junction. Directors shall have power to make by-laws. (Signed) George Addison Crawford, M. Rush Warner, Richard D. Mobley. Acknowledged by them October 13, 1881, before George W. Pettit, Notary Public, Gunnison County, Colorado. Certified as true copy by A. J. Bean, Clerk and Recorder of Gunnison County, by D. C. Scribner, Deputy, as the same appears in the records of Gunnison County on July 23, 1883.

Book 7
Page 345
March 7, 1890
8:40 a. m.

(6)
39

United States

to

Charles F. Shanks,

Mayor of the Town of Grand Junction

Patent February 19, 1890, Certificate 820.
Whereas Charles F. Shanks, Mayor of the Town of Grand Junction, in trust, for the several use and benefit of the occupants of the Town Site of Grand Junction, according to their respective interests, has deposited in the General Land Office of United States, a certificate of the Register of the Land Office, at Leadville, Colo. whereby it appears that full payment has been made by Charles F. Shanks, Mayor, for N. W. $\frac{1}{4}$, S. W. $\frac{1}{4}$, S. $\frac{1}{2}$ N. E. $\frac{1}{4}$ and W. $\frac{1}{2}$ S. E. $\frac{1}{4}$ Sec. 14 and N. $\frac{1}{2}$ N. W. $\frac{1}{4}$ Sec. 23, Twp. 1, S. R. 1 W. Ute Meridian 560 acres. Therefore gives and grants land above described.

The Grand Junction Town and Improvement Company

By George A. Crawford, President,

Thomas B. Crawford, Secretary,

(Seal)

to

Thomas B. Crawford.

Trust Deed, June 12, 1889. \$1.00 given to secure certain notes to divers persons in various amounts and also certain book accounts.

Conveys: _____

Book 26
Page 479
June 12, 1889
10:40 a. m.

Acknowledged June 12, 1889, by George A. Crawford, President, and Thomas B. Crawford, Secretary of The Grand Junction Town and Improvement Company before A. J. McCune, County Clerk Mesa County, Colorado.

Book 16
Page 88
Apr 21.1883

The Grand Junction Town Company, by George A Crawford President (seal)

to

Frederic G Brill.

4.00 P.M.

(7)

The Grand Junction Town Company before M L Allison County Clerk of Mesa County Colorado (seal).

WARRANTY DEED. April 21st,1883. \$ 250
Conveys: lots 11, 12, 13, 14, 15 and 16 in Block 60 of Grand Junction (and other lots. Acknowledged April 21st 1883 by George A Crawford President of

31

Book 49
Page 467
Dec 2,1898
2.10 P.M.

Frederic G Brill
to
The Public Trustee for the use of H R Marsh.

R9

15 and 16 in Block 60 of the City of Grand Junction (and other property). Acknowledged Nov 23rd,1898 before Alfred Howard Notary Public Volusia County Florida. (seal) Comm expires Sept 9th,1901.

TRUST DEED. Nov 23rd,1898. \$ 1.00
Given to secure note of even date herewith for the sum of \$ 500.00 payable 3 years after date with interest thereon at 10 % per annum. Conveys: lots

32 (8)

Book 73
Page 99
Aug 28.1901
3.00 P.M.

W G McCurdy Public Trustee
to
Frederick G Brill.

payment of note, note paid. Conveys: lots 15 and 16 in Block 60 of the City of Grand Junction (and other property). Acknowledged Aug 28th,1901 before W G Boyer Deputy County Clerk of Mesa County Colorado (seal).

RELEASE DEED. Aug 28th,1901. \$ 1.00
Releasing trust deed dated Nov 23rd 1898, recorded Dec 2nd,1898 in Book 49 at page 467 to secure to H R Marsh

33

Book 77
Page 425
Aug 28,1901
3.10 P.M.

Frederick G Brill
to
Hamilton R Ottman.

Acknowledged July 10th,1901 before J E Alexander Notary Public, Volusia County Florida (seal) Comm expires June 10th,1902.

WARRANTY DEED. July 1st,1901. \$ 900.00
Conveys: Lots 15 and 16 in Block 60 of the City of Grand Junction(and other lots). Except the taxes for 1901.

34 (10)

Book 74

Hamilton R Ottman.

Page 469

to

Apr 14, 1902

Mary A Jaynes.

3.05 P.M.

Notary Public, Weld County Colorado (seal) Comm expires Aug 7th 1905.

WARRANTY DEED. April 12th, 1902. \$ 1000

Conveys: lots 15 and 16 in Block 60 of
the City of Grand Junction. Acknowledged
April 12th, 1902 before G W Atkinson

(14)
35

The Mesa County Abstract Company hereby certifies that the foregoing (consisting of
Eleven (11) entries, numbered *(1 to 11 inclusive)*)

is a full and complete abstract of each and every instrument of record or on file in the office of the Clerk and Recorder of the County of Mesa, in the State of Colorado, in any manner affecting or relating to the premises described in the caption, or any part thereof, or the title thereto.

Dated at Grand Junction, Colorado, *20th* day of
April 190*4*, at *8⁰⁰* o'clock *a* M.

THE MESA COUNTY ABSTRACT CO.

By

Henry Nichols

MANAGER

No. 10074

Continuation of

ABSTRACT OF TITLE

to

Lots Fifteen (15) and Sixteen (16) in Block Sixty (60) of the City of Grand Junction in Mesa County, Colorado.

From December 15th 1911 at 3:10 o'clock P. M.

#####

14.

38

Joseph B. Jaques
— to —
C. P. Blackwell

WARRANTY DEED \$2,700.00 #232128
Dated Nov. 4th 1911
Filed Nov. 30th 1927 at 4:00 P. M.
Book 306 page 146
Conveys:- All and singular Lots numbered 15 and 16 in Block numbered 60 in the City of Grand Junction.

Save and except the lien of the 1911 taxes, which the second party hereby assumes and agrees to pay.

(This deed is re-recorded to correct error in grantors name)
Ack. Nov. 4th 1911 before Charles L. Watson, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires Apr. 29th 1915.

-o----o----o-

15.

39

Lulu F. Blackwell, Administratrix
of the estate of Cornelius P.
Blackwell, deceased
— to —
Public Trustee, for use of The
Modern Building & Loan Assn.

TRUST DEED \$1.00 #232130
Dated Nov. 29th 1927
Filed Nov. 30th 1927 at 4:10 P. M.
Book 307 page 136
Conveys:- Parcel 1. Lots 15 and 16, Block 60, City of Grand Junction, Colorado.
Parcel 2. Lots 9, 10 and 11, Block 162, City of Grand Junction, Colorado.

Parcel 3. Undivided one-half interest in Lots 7 and 8, Block 162, City of Grand Junction, Colorado.
IN TRUST to secure her note, bearing even date herewith, payable to the order of The Modern Building and Loan Association on or before 10 years after date, for the principal sum of \$15,000.00 with interest at 7.8% per annum, interest payable monthly in advance, according to the terms and conditions of said note, \$97.50 interest and \$90.00 monthly dues on Certificate #1116 for 150 shares of Class "D" stock of said Association, making a total payment of not less than \$187.50 per month, which said sum the said party of first part agrees to pay to said Association on the 20th day of each and every month hereafter, until said sum of \$15,000.00 and interest thereon is wholly paid.

This deed of trust is executed and delivered by the party of the first part under and pursuant to the order and decree of the County Court of Mesa, County, Colorado made and entered of record in said Court on Nov. 28th 1927 in the matter of the estate of Cornelius P. Blackwell, deceased, as the same appears and remains of record in said Court, a certified copy of said order and decree being in words and figures as follows, to-wit:

#15 continued on next sheet.



#15 continued.

In the Matter of the Estate of
Cornelius P. Blackwell, Deceased

DECREE FOR MORTGAGING OF REAL ESTATE
State of Colorado, County of Mesa, SS.
In the County Court

Now on this day comes Lulu F. Blackwell, administratrix of the estate of Cornelius P. Blackwell, deceased, the petitioner herein, in person and by McMullin, Sternberg & Helman, her attorneys, and this cause now coming on to be heard upon the petition for the mortgaging of the real estate of said Cornelius P. Blackwell, deceased, or a portion thereof, and it now satisfactorily appearing to the Court from the records and files of said Court herein, that an order has been heretofore entered fixing Nov. 28th 1927, as the day for the hearing upon said petition; that at least twenty days before the date set for hearing said petition, notice of hearing the petition was personally served upon Brice Q. Blackwell, Beryl G. Blackwell and Rex F. Blackwell and that the said persons accepted, waived or acknowledged service or appeared herein; that said notice and the service thereof are regular and in due form of law. And now the Court, having examined the files and records of said Court in said cause, and having heard the testimony and examined the exhibits now here produced and taken in open Court, and having duly considered the same, doth find that proper and legal grounds exist for the mortgaging of the real estate hereinafter described; that such mortgage is necessary or expedient or would be for the best interest of said estate or the persons interested therein, due regard being had for the rights of all; that said petitioner has executed and filed in said Court a bond with good and sufficient sureties, conditioned for the faithful accounting for any and all sums received from such mortgage, in a penal sum of not less than the amount to be raised by mortgage as hereinafter provided, which bond is now hereby approved by the Court; that an appraisal of said real estate has been duly made, returned into and approved by this Court.

It is Therefore Ordered, Adjudged and Decreed, That the said petitioner, shall proceed to mortgage all the right, title and interest of said Cornelius P. Blackwell deceased in and to the following described real estate, to-wit:; Parcel 1. Lots 15 and 16, Block 60, City of Grand Junction, Colorado. Parcel 2. Lots 9, 10 and 11 Block 162, City of Grand Junction, Colorado. Parcel 3. Undivided one-half interest in Lots 7 and 8, Block 162, City of Grand Junction, Colorado, by executing and delivering to The Modern Building & Loan Association of Grand Junction, Colorado, a note and deed of trust to Public Trustee of Mesa County, Colorado, covering the above described lots and parcels of land, the said note to be secured also by 150 shares of the capital stock of The Modern Building & Loan Association to be subscribed for by the petitioner, the said note to be paid in monthly installments of \$187.50 over a period of not to exceed ten years, to-wit: a period of ten years after the date of the said note and deed of trust, the said monthly installments to be applied as follows, to-wit: The sum of \$90.00 on the principal of said note and the sum of \$97.50 on the interest, such interest being at the rate of 7.8% per annum, the said interest rate to become less as the time elapses by application of the earnings on the stock or principal payments. It is further ordered that in no event shall the petitioner herein, either directly or indirectly, or by anyone for her, become the encumbrancer of said property or any part thereof; that upon making such mortgage said petitioner shall thereupon report her action in the premises to this Court with all convenient speed. It is further ordered that this cause stand continued to Nov. 29th 1927, for hearing and action upon said report.

Done in open Court Nov. 28th 1927. By the Court: N. C. Miller, County Judge.
Certificate of true copy attached Nov. 28th 1927 by Gladys Moss, Clerk, Mesa County, Colorado.
(Co. Ct. Seal)

Ack. Nov. 29th 1927 by Lulu F. Blackwell, administratrix of the estate of Cornelius P. Blackwell, deceased, before M. Ethel Cox, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires June 17th 1930.

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STATE OF COLORADO, COUNTY OF MESA, SS

THE INDEPENDENT ABSTRACT COMPANY hereby certifies that the foregoing consisting of Two (2) entries, numbered Fourteen (14) and Fifteen (15), is a full and complete abstract of each and every instrument of record or on file in the office of the County Clerk and Recorder of Mesa County, Colorado, in any manner affecting or relating to the premises described in the caption hereof, subsequent to December 15th 1911 at 3:10 o'clock P. M.

Dated at Grand Junction, Colorado, November 30th 1927 at 4:11 o'clock P. M.

THE INDEPENDENT ABSTRACT COMPANY, By

D. Williams Secretary

-o-----o-----o-



No. 10688

Continuation of

A B S T R A C T O F T I T L E

to

Lots Fifteen (15) and Sixteen (16) in Block Sixty (60) of the City of Grand Junction
in Mesa County, Colorado.

From November 30, 1927 at 4:11 o'clock P. M.

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16. Lulu F. Blackwell
to
Public Trustee for use of The
Modern Building and Loan Assn.

R

TRUST DEED. \$1.00 #242880
Dated Feb. 27, 1929
Filed Feb. 28, 1929 at 10:50 A.M.
Book 278 page 550

Conveys:- Lots 15 and 16 in Block 60 City of
Grand Junction, Mesa County, Colorado, togeth-
er with all improvements thereon. IN TRUST to secure her note even date herewith
payable to order of The Modern Building and Loan Association for sum of \$3,000.00
with interest at 7.8% per annum interest and principal payable \$37.50 monthly in
advance, \$19.50 being interest and \$18.00 monthly dues on Certificate #1223 for 30
shares of Class "D" stock of said Association, making a total payment of not less
than \$37.50 per month, until said sum of \$3,000.00 and interest is wholly paid.
Except Trust Deed to the Modern Building and Loan Association.
Ack. Feb. 27, 1929 before M. Ethel Cox, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires June 17, 1930.

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17. In the Matter of the Estate
of Cornelius P. Blackwell, Deceased.

DECREE OF FINAL SETTLEMENT # 242897
AND DETERMINATION OF HEIRSHIP.
Dated February 18, 1929
Filed March 1, 1929 at 2:05 P.M.
Book 314 page 420

State of Colorado, County of Mesa, SS. In the County Court. #2000
And now on this day comes Lulu F. Blackwell, the administratrix of the Estate of
Cornelius P. Blackwell deceased, and presents to the Court a final report of her
acts and doings as such, asks that the same be approved and that she be discharged
and said estate decreed to be fully administered according to law. And it
appearing to the Court, from the records and files herein, and the Court doth find
that Cornelius P. Blackwell departed this life on or about Oct. 21, 1925; and
thereafter Lulu F. Blackwell was appointed administratrix of said Estate. And it
further appearing to the Court and the Court doth find that a notice to creditors
to file claims against said Estate was published, in the manner and as required by
law, and that all claims allowed by the Court against said Estate, and all costs
of administration, and inheritance taxes have been paid. And the Court doth
further find that more than one year has elapsed since letters were issued herein
and that there has been published, in the manner and as required by law, and in
accordance with an order of this Court, a Notice that said final report would be
presented for approval on Monday, Feb. 4, 1929, and that the hearing was regularly
continued to this date. And it appearing from said report, and the Court doth
find that said Lulu F. Blackwell has received, for and on behalf of said Estate,
the sum of \$2146.58; and has expended the sum of \$2146.58, leaving in her hands the
sum of no \$ to be distributed as hereinafter provided.

(# continued on next sheet.)

40 R

41



continued .

And the Court doth further find that said Lulu F. Blackwell has faithfully administered the estate of said deceased which has come to her hands and has fully performed her duties as such and as provided by law. And it appearing to the Court that said deceased died leaving intestate lands, tenements or hereditaments and that a petition was heretofore filed herein by Lulu F. Blackwell claiming to be an heir at law of the said deceased and making application for the determination of heirship and that the Order for notice of final settlement and the notice of final settlement published as aforesaid included a notice of said application and that a copy of such notice was served personally at least twenty days before the day set for hearing as aforesaid upon Brice Q. Blackwell, Beryl G. Blackwell and Rex P. Blackwell, and such service was waived in writing by Brice Q. Blackwell, Beryl G. Blackwell and Rex P. Blackwell, and the Court having received and heard the testimony and proofs introduced herein, and having considered the same, doth find, ascertain and determine that the sole and only heirs at law of said deceased, and their interests in said estate, are as follows, to-wit:

NAME	RELATIONSHIP	Fractional interest
Lulu F. Blackwell	Widow	One-half
Brice Q. Blackwell	Son	one-sixth
Beryl G. Blackwell	Son	one-sixth
Rex P. Blackwell	Son	one-sixth

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the said heirs at law are the sole and only heirs at law of said deceased and upon the death of said deceased became seized and possessed of all the right, title and interest which the said deceased enjoyed during his lifetime in and to any and all lands, tenements, hereditaments or other property of which the said deceased died seized and possessed

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that distribution of the said sum now on hand be made to the following named persons respectively or to their legal representatives in the amounts as hereinafter set forth, to-wit:

That the said Cornelius P. Blackwell died seized and possessed of the following real estate, to-wit:

- Parcel #1. Lots 15 and 16 in Block 60 in the City of Grand Junction, Colorado.
- Parcel #2. Lot 5 in Block 136 in the City of Grand Junction, Colorado.
- Parcel #3. Lots 9, 10 and 11 in Block 162 in the City of Grand Junction, Colorado.
- Parcel #4. An undivided $\frac{1}{4}$ interest in Lots 7 and 8 in Block 162 in the City of Grand Junction, Colorado.
- Parcel #5. An undivided $\frac{1}{4}$ interest in Lots 8 to 10 inclusive, in Block 115 in the City of Grand Junction, Colorado.
- Parcel #6. An undivided $\frac{1}{2}$ interest in Lots 12, 13 and 14 in Block 162 in the City of Grand Junction, Colorado.
- Parcel #7. An undivided $\frac{1}{2}$ interest in Lots 1 to 12 and 25 to 32 inclusive, in Block 10 in the City of Grand Junction, Colorado.
- Parcel #8. An undivided $\frac{1}{2}$ interest in and to the N $\frac{1}{2}$ of Lots 7 to 12 inclusive, in Block 12 in the City of Grand Junction, Colorado.
- Parcel #9. An undivided $\frac{1}{2}$ interest in Lots 1 and 2 in Block 162 in the City of Grand Junction, Colorado.
- Parcel #10. An undivided $\frac{1}{2}$ interest in Lots 3 and 4 in Block 162 in the City of Grand Junction, Colorado.
- Parcel #11. (Land in Casper, Wyoming.)

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED By the Court that all of the personal property belonging to said estate now remaining and all indebtedness owing to said estate, as particularly set forth and enumerated in the final report of the administratrix filed herein be and the same is hereby assigned to the said beneficiaries of said estate in their respective legal shares, to-wit: To Lulu F. Blackwell, an undivided $\frac{1}{2}$ share of interest therein; To Brice Q. Blackwell, an undivided $\frac{1}{6}$ share or interest therein; To Beryl G. Blackwell, an undivided $\frac{1}{6}$ share or interest therein; To Rex P. Blackwell, an undivided $\frac{1}{6}$ share or interest therein. For a particular description and enumeration of such personal property and indebtedness due and owing to said estate, reference is hereby made to the said final report of the said administratrix and the same is covered by this final judgment and decree to the same extent as if the said items were specifically set forth and enumerated herein. The Court finds, adjudged and decrees that

Cornelius P. Blackwell was also known as C. P. Blackwell and transacted business under that name and that Cornelius P. Blackwell and C. P. Blackwell was one and the same person.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said final report and all acts and doings of the said Lulu F. Blackwell in and about the administration of the said Estate be, and the same are hereby in all things fully ratified, confirmed and approved by the Court and that, having made said distribution and having filed proper receipts therefor in this Court, she be discharged and her bondsmen released from further liability in the premises.

Done in open Court Feb. 18, 1929. By the Court, N. C. Miller, Judge.

Certificate of true copy attached Feb. 18, 1929 by Gladys Moss, Clerk of the County Court, Mesa County, Colorado. (County Court Seal)



STATE OF COLORADO
(SS.
COUNTY OF MESA)

THE INDEPENDENT ABSTRACT COMPANY hereby certifies that the foregoing, consisting of Two (2) entries, numbered Sixteen (16) and Seventeen (17) is a full and complete abstract of each and every instrument of record or on file in the office of the County Clerk and Recorder of Mesa County, Colorado, in any manner affecting or relating to the premises described in the caption hereof, subsequent to November 30, 1927 at 4:11 o'clock P. M.

Dated at Grand Junction, Colorado

March 1, 1929 at 2:06 o'clock P. M.

THE INDEPENDENT ABSTRACT COMPANY, by

A. Williams Secretary.

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CONTINUATION OF ABSTRACT OF TITLE To Lots 15 and 16 in Block 60 in the City of Grand Junction in Mesa County, Colorado, subsequent to March 1st., 1929, at 2:06 o'clock P. M.

-0-

42

#248262 W.S.Meek, Public Trustee RELEASE DEED. Oct.30,1929. \$2.00
 Book 317 of Mesa County, Colorado
 Page 327 To
 Oct.30,1929 Lulu F. Blackwell
 3:15 P.M. DEED OF TRUST dated Feb.27,1929, recorded Feb. 28,1929, in Book 278 at page 550 of said Mesa County records. Given to secure The Modern Building and Loan Association payment of her note. NOTE PAID. Acknowledged Oct.30,1929, before Virginia Wallace Mc Kinney, Notary Public of Mesa County, Colorado. (N. P. Seal) Commission expires Aug.30,1933.

43

#248209 Brice Q. Blackwell, Beryl WARRANTY DEED. Feb.25,1929. \$1.00
 Book 315 G. Blackwell, Rex P. Blackwell
 Page 320 To
 Oct.28,1929 Lulu F. Blackwell.
 1:10 P.M. Conveys:-Lots 15 and 16 in Block 60 in the City of Grand Junction, Colorado. The grantors and the grantee being the sole and only heirs-at-law of Cornelius P. Blackwell, deceased. Acknowledged Oct.28,1929, before Delmar B. Wright, Notary Public of Mesa County, Colorado. (N.P.Seal) Commission expires July 2,1932.

44

#248261 Lulu F. Blackwell, TRUST DEED. Oct.30,1929. \$1.00
 Book 278 To
 Page 576 Public Trustee, Mesa County, Colorado, for the use of
 Oct.30,1929 The Modern Building and Loan Association.
 3:00 P.M. Conveys:-Lots 15 and 16 in Block 60, City of Grand Junction, Mesa County, Colorado, together with all improvements thereon. IN TRUST to secure her note bearing even date herewith payable to the order of The Modern Building and Loan Association for the sum of \$4000., with interest from date at 7.8% per annum, interest and principal payable \$50. monthly in advance together with fines and other charges, \$26. being interest and \$24. monthly dues on Certificate No. 1250 for 40 shares of Class "D" stock in said Association, making a total payment of not less than \$50. per month, which said sum the said first party agrees to pay to said Association on or before the 20th. day of each and every month hereafter until the said sum of \$4000. and interest thereon is wholly paid. Except trust deed to The Modern Building and Loan Association for \$15,000. recorded in Book 307 at page 136, dated Nov.30,1927. (Immediate possession clause). Acknowledged Oct.30,1929, before Lettie B. Holmgrain, Notary Public of Mesa County, Colorado. (N.P.Seal) Commission expires July 16,1933.

THE MESA COUNTY ABSTRACT COMPANY hereby certifies that the foregoing, consisting of Three (3) entries numbered 18, 19 and 20, is a full and complete abstract of each and every instrument of record or on file in the office of the Clerk and Recorder of Mesa County, Colorado, in any manner affecting or relating to the premises described in the caption to this continuation or any part thereof or the title thereto subsequent to March 1st., 1929, at 2:06 o'clock P. M.

Dated at Grand Junction, Mesa County, Colorado, this October 31st., A. D. 1929, at 8:00 o'clock A. M.

THE MESA COUNTY ABSTRACT COMPANY,

BY J. H. Reeme Manager.

No. 11258

Continuation of

A B S T R A C T O F T I T L E

to

Lots Fifteen (15) and Sixteen (16) in Block Sixty (60) of the City of Grand Junction, in Mesa County, Colorado.

From October 31" 1929 at 8:00 o'clock A. M.

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Lulu F. Blackwell, Brice Q. Blackwell, Beryl G. Blackwell, Rex P. Blackwell.

TRUST DEED. \$1.00 #254527.
Dated June 30" 1930.
Filed July 22" 1930 at 10:05 A. M.
Book 325 page 204.

21.

to
Public Trustee for use of The Modern Building & Loan Assn.

Conveys:- Parcel 1. Lots 15 & 16 Block 60 City of Grand Junction, Mesa County, Colorado. Parcel 2. Lots 9, 10 & 11 in Block 162 City of Grand Junction, Mesa

County, Colorado. Parcel 3. Undivided one-half interest in Lots 7 & 8 in Block 162 City of Grand Junction, Mesa County, Colorado. IN TRUST to secure their note of even date herewith payable to the order of The Modern Building and Loan Association for the sum of \$4000.00 with interest at 80% per hundred, interest and principal payable \$52.00 monthly in advance, \$32.00 being interest and \$20.00 monthly dues on Certificate #1312 for 40 shares of Class "E" stock of said Association making a total payment of not less than \$52.00 per month, which said sum said parties of first part agree to pay to said Association until said sum of \$4000.00 and interest is wholly paid.

H5
X

Except certain Trust Deeds to The Modern Building & Loan Association. Ack. July 7" 1930 by Rex P. Blackwell, before Laura E. Kelle, Notary Public, Schenectady County, New York. (N. P. Seal) Commission expires March 30" 1931. Ack. July 21" 1930 by Brice Q. Blackwell, Beryl G. Blackwell and Lulu F. Blackwell, before Lettie B. Holmgrain, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires July 16" 1933.

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STATE OF COLORADO
(SS
COUNTY OF MESA)

THE INDEPENDENT ABSTRACT COMPANY hereby certifies that the foregoing, consisting of One (1) entry, numbered Twenty-one (21), is a full and complete abstract of each and every instrument of record or on file in the office of the Clerk and Recorder of Mesa County, Colorado, in any manner affecting or relating to the premises described in the caption hereof, subsequent to October 31" 1929 at 8:00 o'clock A. M.

Dated at Grand Junction, Colorado,
July 22" 1930 at 10:06 o'clock A. M.

THE INDEPENDENT ABSTRACT COMPANY by
D. Williams Secretary.

-o----o----o-



#289359
Book 1
Page 401
Oct.11,1934
4:35 P. M.

James C. Ternahan, Kay
Jorgensen, Plaintiffs,
vs
Beryl G. Blackwell, Rosa
Lee Blackwell and Lulu
F. Blackwell, Defendants

TRANSCRIPT OF JUDGMENT No. 5724
In the District Court of Mesa County, Colorado.
Amount of Judgment \$2171.00
" " Costs 10.05
Time of entry Oct.11,1934, in Judgment Book 5
at page of the records of the Court.
Certificate of true transcript attached Oct.11,
1934, by Joseph Quinn, Clerk of the District Court of Mesa County, Colorado.
(District Court Seal)

(53) R

#289922
Book 347
Page 191
Oct.30,1934
3:45 P. M.

The Modern Building and Loan
Association, a Corporation,
Plaintiff,
vs
Lulu F. Blackwell, et al
Defendants.

LIS PENDENS No. 5747. Oct.30,1934.
In the District Court of Mesa County, Colorado
Notice is hereby given that an action has been
commenced in said Court by above named plaintiff
and against Lulu F. Blackwell, Brice Q. Black-
well, Beryl G. Blackwell, Rex P. Blackwell, John
Fuite, James C. Ternahan, Kay Jorgensen, The

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Armour Packing Company, a corporation, J. W. Milne and W. S. Meek as Public Trust-
tee of Mesa County, Colorado, to foreclose three certain deeds of trust running
to the Public Trustee of Mesa County, Colorado, for the use of the plaintiff, to-
wit: one trust deed bearing the date of Nov.29,1927, recorded in Book 307 at page
136; one trust deed bearing date of Oct.30,1929, recorded in Book 278 at page 576,
and one trust deed bearing date of June 30,1930, recorded in Book 325 at page 204,
of the records of Mesa County, Colorado, covering the following described property
situate in Mesa County, Colorado, to-wit: Parcel 1. **Lots 15 and 16 in Block 60,
City of Grand Junction, Mesa County, Colorado,** and other parcels of land. Signed
McMullin, Sternberg and Helman, Attorneys for Plaintiff.

#297910
Book 351
Page 425
July 9,1935
2:05 P. M.

Charles S. Lumley, Sheriff
of Mesa County, Colorado
To
The Modern Building and Loan
Association, a corporation.

CERTIFICATE OF PURCHASE July 2,1935.
State of Colorado, County of Mesa, ss
I, Charles S. Lumley, Sheriff of Mesa County,
Colorado, do hereby certify that by virtue of
a writ of special execution and order and judg-
ment of sale on foreclosure dated May 21,1935,

(55)

issued out of the District Court of Mesa County, Colorado, in that certain cause
numbered 5747, wherein The Modern Building and Loan Association, a corporation,
is plaintiff, and Lulu F. Blackwell, Brice Q. Blackwell, Beryl G. Blackwell, Rex.
P. Blackwell, John Fuite, James C. Ternahan, Kay Jorgensen, The Armour Packing
Company, a corporation, J. W. Milne, and W. S. Meek, as Public Trustee of Mesa
County, Colorado, are defendants; I did on July 1,1935, pursuant to the command
contained in said special execution and order and judgment of sale on fore-
closure, after advertising for sale according to law, expose to public sale the
following described property situate, lying and being in Mesa County, Colorado,
to-wit: Parcel No. 1; **Lots 15 and 16 in Block 60, City of Grand Junction, Mesa
County, Colorado,** and other parcels of land. And that at said sale The Modern
Building and Loan Association, a corporation, plaintiff in said cause, bid the
sum of \$3600.00 for the said parcel No. 1 above described; which being the highest
and best bids, the said above described property was struck off by me separately
to the said The Modern Building and Loan Association, for said respective sums,
and they will be entitled to a deed for said property at the expiration of the per-
iods of redemption allowed by law, unless redeemed.

#307202
Book 355
Page 434
Apr.23,1936
1:50 P. M.

In the Matter of James C.
Ternahan and Kay Jorgenson
vs
Beryl G. Blackwell, Rosa Lee
Blackwell and Lulu F. Black-
well.

SATISFACTION OF JUDGMENT Apr.23,1936 #5724
In the District Court of Mesa County, Colorado.
Certificate of Joseph Quinn, Clerk of the District
Court, Mesa County, Colorado, by Gladys Moss, Dep-
uty (District Court Seal) that a certain judgment
had in said court in the above entitled cause, on
Oct.11,1934 for damages and costs of suit, and en-
tered of record in Judgment Book 5 page of the records of the Court in favor of
James C. Ternahan and Kay Jorgenson the Plaintiff and against Beryl G. Blackwell,
Rosa Lee Blackwell and Lulu F. Blackwell the Defendants has been fully satisfied
as appears from the record now remaining in my office.

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#307210
Book 355
Page 451
Apr.23,1936
2:29 P. M.

Charles S. Lumley, Sheriff,
of Mesa County, Colorado
To
The Modern Building and Loan
Association, a corporation.

SHERIFF'S DEED Apr.2,1936
Whereas pursuant to a Judgment and Decree of the
District Court sitting within and for Mesa County,
Colorado in that certain cause No. 5747 in said
Court pending between The Modern Building and Loan
Association, a corporation, plaintiff and against

(57) Lulu F. Blackwell, Brice Q. Blackwell, Beryl G. Blackwell, Rex P. Blackwell, John Fuite, James C. Ternahan, Kay Jorgensen, The Armour Packing Company, a corporation, J. W. Milne, and W. S. Meek, as Public Trustee in and for the County of Mesa and State of Colorado, Defendants dated May 18, 1935 all and singular the lands premises and property described in said Judgment and decree were, after public notice had been given as required by law and according to the provisions of said Judgment and Decree, offered for sale, at public sale, by the sheriff of Mesa County, Colorado as directed in said Judgment and Decree on July 1, 1935 and the hereinafter described lands, premises and property, also described in said Judgment and Decree as aforesaid were sold to The Modern Building and Loan Association a corporation in parcels for the total sum of \$16,400.00 and Whereas, the said Sheriff upon making said sale as aforesaid, made and executed in duplicate a certificate of purchase and delivered one thereof to the said purchaser and caused the other to be filed for record in the office of the County Clerk and Recorder of Mesa County, Colorado and Whereas the time for redemption has elapsed and no redemption has been made of the lands, premises and property so sold as aforesaid. Now this indenture witnesseth in order to carry into effect the sale so made in pursuance of said Judgment and Decree and in conformity with the statutes in such case made and provided, convey unto the said party of the second part all the estate, right, title, interest, claim and demand whatsoever of the said Defendants above named together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainders, rents, issues, and profits thereof, in and to the following described land, to-wit: **Lots 15 and 16 Block 60 in the City of Grand Junction, Mesa County, Colorado,** and other land. Acknowledged Apr.2,1936 before Lettie B. Holm grain, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires July 11, 1937.

#49903
Filed #617
June 13,1904
4:55 P. M.

The Modern Building and Loan Association. ARTICLES OF INCORPORATION. May 9,1904.
N A M E:- - - -The Modern Building and Loan Association.
INCORPORATORS:-C. P. Bliss, C. P. McCary, Geo. J. D. Williams.
OBJECTS:- - - -To conduct a Building and Loan Association; to acquire, hold and convey real estate and personal property; and other objects.
L I F E:- - - -To exist 20 years.
CAPITAL STOCK:-\$300,000.00 divided into 3000 shares, par value \$100.00 each.
DIRECTORS:- - -Seven Directors, with power to make by-laws.
PRINCIPAL PLACE OF BUSINESS:-Grand Junction, Mesa County, Colorado.
Signed and acknowledged June 6,1904, by above named incorporators, before C. B. Rich, Notary Public, Mesa County, Colorado. (N. P. Seal)
Commission expires Oct.26,1904.

#63020 and #107326, filed, respectively July 25, 1904 and June 4,1912, Amendments to by-laws. A number of amendments increasing capital stock filed, the last one being #187793, filed Mar. 19,1923, increasing capital stock to \$2,000,000.00 #200038, filed June 7,1924, renewal of corporate life for a period of 20 years.

#307518
Book 365
Page 467
Apr.30,1936
4:30 P. M.

The Modern Building and Loan
Association, a Corporation,
Plaintiff
vs
Lulu F. Blackwell, et al,
Defendants

DECREE OF FORECLOSURE No. 5747
In the District Court of Mesa County, Colorado.
This cause came on regularly to be heard in open
Court on this May 18,1935, the plaintiff appearing
by McMullin, Sternberg & Helman, its attorneys
and the defendants not appearing.. The Court
having heard all the evidence and proofs pro-

(59) duced herein, and duly considered the same, and being fully advised in the premises and it appearing therefrom to the satisfaction of the Court: First: That Lulu F. Blackwell, Brice Q. Blackwell, Beryl G. Blackwell, Rex P. Blackwell, John Fuite, James C. Ternahan, Kay Jorgensen, The Armour Packing Company, a corporation, J. W. Milne and W. S. Meek, as Public Trustee of Mesa County, Colorado, the above-named defendants, have been duly and regularly summoned to answer unto the plaintiff's complaint herein, and have made default in that behalf, and that the default of each defendant for not appearing and answering unto plaintiff's complaint has been duly and regularly entered herein. Second: That on Oct.30,1934,

#307518, Continued.

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the plaintiff herein caused to be filed and recorded in the office of the County Clerk and Recorder of Mesa County, Colorado, a notice of the pendency of this suit, containing the names of the parties thereto, the object thereof, and also a true and correct description of the lands and premises hereinafter described, the said lis pendens being recorded in Book 347 at page 191 of the records of Mesa County, Colorado. Third: That there is now due and owing to the plaintiff, The Modern Building and Loan Association, upon the promissory note and indebtedness set forth in the first cause of action contained in the plaintiff's complaint herein, the sum of \$9,010.28, with interest thereon from Oct. 5, 1934, at the rate of 7.8% per annum, and the further sum of \$500.00 as a reasonable attorney fee for plaintiff's attorneys for representing the plaintiff herein and foreclosing the aforesaid deed of trust, making a total due upon the said first cause of action in plaintiff's complaint contained in the sum of \$9,510.28 with interest on the sum of \$9,010.28 from Oct. 5, 1934, at the rate of 7.8% per annum, which interest thereon amounts to \$459.52, making a total of \$9,969.80, and which amount as aforesaid is secured by the trust deed mentioned and referred to in said first cause of action, said trust deed bearing date Nov. 29, 1927, and duly recorded in Book 307 at page 136 of the records of Mesa County, Colorado, and which deed of trust is a valid first lien upon the lands and premises therein described. Fourth: That there is now due and owing to the plaintiff, The Modern Building and Loan Association, from the defendant, Lulu F. Blackwell, upon the promissory note and indebtedness set forth in the second cause of action in plaintiff's complaint contained the sum of \$3,195.04 with interest thereon from Oct. 5, 1934, at the rate of 7.8% per annum and the further sum of \$200.00 as a reasonable attorney fee for plaintiff's attorneys, in representing the plaintiff and foreclosing the aforesaid deed of trust, making a total due upon the said second cause of action in the sum of \$3,395.04, with interest on the sum of \$3,195.04 from Oct. 5, 1934, at the rate of 7.8% per annum, which interest amounts to \$154.35, making a total of \$3,549.39, and which amount is a valid lien upon the lands and premises referred to and mentioned in the

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second cause of action in the plaintiff's complaint contained, to-wit: **Lots 15 and 16 in Block 60 in the City of Grand Junction, Mesa County, Colorado**, together with all improvements thereon and is secured by trust deed recorded in Book 278 at page 576 of the records of Mesa County, Colorado, and which deed of trust is expressly made subject to the plaintiff's deed of trust securing promissory note in the principal sum of \$15,000.00 recorded in Book 307 at page 136 of said Mesa County records and which last named deed of trust covers the following described land and premises, to-wit: Parcel No. 1. **Lots 15 and 16 Block 60 City of Grand Junction, Colorado**. Parcel No. 2. Lots 9, 10 and 11 Block 162 City of Grand Junction, Colorado. Parcel No. 3. An undivided $\frac{1}{2}$ interest in Lots 7 and 8 Block 162 City of Grand Junction, Colorado. Fifth: That there is now due and owing to the plaintiff, The Modern Building and Loan Association, from the defendants, Lulu F. Blackwell, Brice Q. Blackwell, Beryl G. Blackwell, and Rex P. Blackwell, upon the promissory note and indebtedness set forth in the third cause of action in plaintiff's complaint, the sum of \$3,423.33 with interest thereon from Oct. 5, 1934, at the rate of 9.6% per annum and the further sum of \$200.00 as a reasonable attorney fee for plaintiff's attorneys in representing the plaintiff and foreclosing the aforesaid deed of trust, making a total due upon the said third cause of action in plaintiff's complaint contained in the sum of \$3,623.33 with interest on the sum of \$3,423.33 from Oct. 5, 1934, at the rate of 9.6% per annum, which interest amounts to \$203.54, making a total of \$3,826.87, and which sums are secured by the trust deed mentioned and referred to in the third cause of action of said plaintiff's complaint, which deed of trust is subject to the plaintiff's deed of trust set forth in the first cause of action recorded in Book 307 at page 136 of the records of Mesa County, Colorado, as aforesaid and subject to the deed of trust mentioned and referred to in the second cause of action herein which covers **Lots 15 and 16 in Block 60 City of Grand Junction, Colorado** and is recorded in Book 278 at page 576 of the records of Mesa County, Colorado. Sixth: That each and all of the terms and conditions of the said promissory notes and deeds of trust have been broken by the said defendants, Lulu F. Blackwell, Brice Q. Blackwell, Beryl G. Blackwell and Rex P. Blackwell, and that plaintiff is entitled to have said notes and trust deeds enforced and foreclosed and the lands and premises hereinafter set forth and described sold in the manner prescribed by law, and the proceeds arising from such sale applied to and upon the payment of the said sums of money so due as aforesaid. Seventh: That each and all of the allegations and averments in plaintiff's complaint contained are true and correct. Now Therefore, on motion of McMullin, Sternberg & Helman, attorneys for plaintiff, It is therefore ordered, adjudged and decreed by the Court that there is due and owing the plaintiff upon

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the plaintiff herein caused to be filed and recorded in the office of the County Clerk and Recorder of Mesa County, Colorado, a notice of the pendency of this suit, containing the names of the parties thereto, the object thereof, and also a true and correct description of the lands and premises hereinafter described, the said lis pendens being recorded in Book 347 at page 191 of the records of Mesa County, Colorado. Third: That there is now due and owing to the plaintiff, The Modern Building and Loan Association, upon the promissory note and indebtedness set forth in the first cause of action contained in the plaintiff's complaint herein, the sum of \$9,010.28, with interest thereon from Oct. 5, 1934, at the rate of 7.8% per annum, and the further sum of \$500.00 as a reasonable attorney fee for plaintiff's attorneys for representing the plaintiff herein and foreclosing the aforesaid deed of trust, making a total due upon the said first cause of action in plaintiff's complaint contained in the sum of \$9,510.28 with interest on the sum of \$9,010.28 from Oct. 5, 1934, at the rate of 7.8% per annum, which interest thereon amounts to \$459.52, making a total of \$9,969.80, and which amount as aforesaid is secured by the trust deed mentioned and referred to in said first cause of action, said trust deed bearing date Nov. 29, 1927, and duly recorded in Book 307 at page 136 of the records of Mesa County, Colorado, and which deed of trust is a valid first lien upon the lands and premises therein described. Fourth: That there is now due and owing to the plaintiff, The Modern Building and Loan Association, from the defendant, Lulu F. Blackwell, upon the promissory note and indebtedness set forth in the second cause of action in plaintiff's complaint contained the sum of \$3,195.04 with interest thereon from Oct. 5, 1934, at the rate of 7.8% per annum and the further sum of \$200.00 as a reasonable attorney fee for plaintiff's attorneys, in representing the plaintiff and foreclosing the aforesaid deed of trust, making a total due upon the said second cause of action in the sum of \$3,395.04, with interest on the sum of \$3,195.04 from Oct. 5, 1934, at the rate of 7.8% per annum, which interest amounts to \$154.35, making a total of \$3,549.39, and which amount is a valid lien upon the lands and premises referred to and mentioned in the

#307518, Continued.

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the promissory note and indebtedness set forth in the first cause of action herein, the sum of \$9969.80; that there is now due and owing to the plaintiff upon the promissory note and indebtedness set forth in the second cause of action herein, the sum of \$3549.39; and that there is now due and owing the plaintiff upon the promissory note and indebtedness set forth in the third cause of action herein the sum of \$3826.87, and all costs of suit. It is therefore ordered, adjudged and decreed by the Court that special execution issue to the Sheriff of Mesa County, Colorado, directing him to sell all and singular the mortgaged premises mentioned and described in said complaint and hereinafter described at public auction in the manner prescribed by law, and according to the course and practice of this Court; and the said mortgaged premises shall be offered for sale in parcels as described and struck off and sold to the highest and best bidder or bidders therefor, and the said Sheriff shall make and execute the necessary certificates of purchase as may be required, and after the time allowed by law for redemption has expired, he shall execute deeds to the purchaser or purchasers of the said mortgaged premises on the said sale, as provided by law. That the plaintiff or any of the parties to this action may become the purchaser or purchasers at said sale. That the said Sheriff, out of the proceeds of said sale, retain his fees, disbursements and commissions on said sale, and that out of the proceeds from the sale of parcels 2 and 3 hereinafter described, shall be first paid the sum due plaintiff on its

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first cause of action, as hereinabove set forth with interest as provided by law from the date of this decree, and if insufficient to fully pay and satisfy the same, then such balance to be paid from the proceeds of the sale of Parcel No. 1 hereinafter described; that after application if necessary of the proceeds of the sale of Parcel No. 1 on the amount due plaintiff on its first cause of action, the said proceeds from the sale of said Parcel No. 1 shall be applied to the payment of the amount due plaintiff on its second cause of action as hereinabove set forth with interest as provided by law from the date of this decree, and after applying the proceeds of the sale to the satisfaction of the amounts due plaintiff on its first and second causes of action as directed any remaining proceeds from the sale of all three parcels shall be applied on the amount due plaintiff on its third cause of action as hereinabove set forth with interest as provided by law from the date of this decree, which said several amounts due plaintiff shall be paid to plaintiff or its attorneys by the said sheriff or so much thereof as the said proceeds of sale will pay of the same. That the defendants, Lulu F. Blackwell, Brice Q. Blackwell, Beryl G. Blackwell, Rex P. Blackwell, John Fuite, James C. Ternahan, Kay Jorgensen, The Armour Packing Company, a corporation, J. W. Milne and W. S. Meek, as Public Trustee of Mesa County, Colorado, and all persons claiming or to claim, from or under them, or any of them, and all persons having liens subsequent to said trust deeds by judgment or decree upon the lands described in said trust deeds, and their personal representatives and all persons having any lien or claim by or under such subsequent judgment or decree, and their heirs, or personal representatives, and all persons claiming to have acquired any estate or interest in said premises subsequent to the filing of said notice of the pendency of this action with the Clerk and Recorder, as aforesaid, be forever barred and foreclosed of and from all equity of redemption and claim of, in and to said mortgaged premises, and every part and parcel thereof, from and after the delivery of said Sheriff's deed. And it is further adjudged and decreed, that the purchaser or purchasers of said mortgaged premises at such sale be let into possession thereof, and that any of the parties to this action who may be in possession of said premises, or any part thereof, and any person who, since the commencement of this action, has come into possession under them, or either of them, deliver possession thereof to such purchaser or purchasers, on production of the sheriff's deed for such premises, or any part thereof. It is further adjudged and decreed that if the moneys arising from the said sale shall be insufficient to pay the amount so found due to the plaintiff, as above stated, with interest and costs, and expenses of sale, as aforesaid, the sheriff specify the amount of such deficiency and balance due to the plaintiff from the defendant, Lulu F. Blackwell, in his return against the defendant under the second cause of action herein in his return of said sale, and further specify the amount of such deficiency and balance due to the plaintiff from the defendants, Lulu F. Blackwell, Beryl G. Blackwell and Rex P. Blackwell, under the said third cause of action in his return of said sale, and that on the coming in and filing of said return, the Clerk of this court docket a judgment for such balance against the defendant, Lulu F. Blackwell, and a judgment for such balance against the defendants, Lulu F. Blackwell, Beryl G. Blackwell and Rex P. Blackwell, as aforesaid, and that the said defendants pay to the said plaintiff the amounts of such deficiency and judgments, with interest thereon

(65)

the moneys arising from the said sale shall be insufficient to pay the amount so found due to the plaintiff, as above stated, with interest and costs, and expenses of sale, as aforesaid, the sheriff specify the amount of such deficiency and balance due to the plaintiff from the defendant, Lulu F. Blackwell, in his return against the defendant under the second cause of action herein in his return of said sale, and further specify the amount of such deficiency and balance due to the plaintiff from the defendants, Lulu F. Blackwell, Beryl G. Blackwell and Rex P. Blackwell, under the said third cause of action in his return of said sale, and that on the coming in and filing of said return, the Clerk of this court docket a judgment for such balance against the defendant, Lulu F. Blackwell, and a judgment for such balance against the defendants, Lulu F. Blackwell, Beryl G. Blackwell and Rex P. Blackwell, as aforesaid, and that the said defendants pay to the said plaintiff the amounts of such deficiency and judgments, with interest thereon

#307518, Continued.

(66)

at the rate of 6% per annum from date of said last mentioned return and judgment and that the plaintiff have execution therefor. The land and premises directed to be sold by this decree are situate, lying and being in the City of Grand Junction, Mesa County, Colorado, and bounded and particularly described as follows to-wit:

Parcel No. 1: Lots 15 and 16 Block 60.

Parcel No. 2: Lots 9, 10 and 11 Block 162.

Parcel No. 3: An undivided $\frac{1}{2}$ interest in Lots 7 and 8 Block 162

Together with all and singular the tenements, hereditaments, improvements and appurtenances thereunto belonging or in anywise appertaining. That R. L. Magill continue to act as receiver of said mortgaged property under the order of this Court made on Nov. 2, 1934 pending the period of redemption as provided by law. Done in open Court. By the Court. Straud M. Logan, Judge. Certificate of true copy attached Apr. 30, 1936 by Joseph Quinn, Clerk of the District Court, Mesa County, Colorado. (District Court Seal)

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#308220
Book 355
Page 479
May 18, 1936
10:35 A. M.

In the Matter of John Fuite
vs
Mrs. C. P. Blackwell, also
known as Lulu F. Blackwell.

SATISFACTION OF JUDGMENT No. 5613 May 18, 1936
In the District Court of Mesa County, Colorado
Certificate of Joseph Quinn, Clerk of the District
Court, Mesa County, Colorado (District Court
Seal) That a certain judgment had in said Court

(67)

in the above entitled cause on Dec. 6, 1933 for damages and costs of suit, and entered of record in Judgment Book 5 page _____ of the records of the Court in favor of John Fuite, the Plaintiff and against Mrs. C. P. Blackwell, also known as Lulu F. Blackwell, the Defendant has been fully satisfied as appears from the records now remaining in my office.

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THE MESA COUNTY ABSTRACT COMPANY hereby certifies that the foregoing, consisting of Twenty-Two entries numbered from 46 to 67, inclusive, is a full and complete abstract of each and every instrument of record or on file in the office of the Clerk and Recorder of Mesa County, Colorado, in any manner affecting or relating to the real property described in the caption to this continuation, subsequent to July 22, 1930 at 10:06 o'clock A. M.


Dated at Grand Junction, Mesa County, Colorado, this September 28th., A. D. 1936
at 8:00 o'clock A. M.

THE MESA COUNTY ABSTRACT COMPANY,

BY J. H. Reame
Manager.

I, Ernest Leaverton, a Bonded Abstractor of the State of Colorado, do hereby certify that the foregoing (consisting of Three Entries, numbered 72, 73 and 74) is a full and complete Abstract of each and every instrument of record or on file in the office of the County Clerk and Recorder of Mesa County, Colorado, in any manner affecting or relating to the title to the real property described in the caption of this continuation, subsequent June 5, 1941 at 8:00 A.M.

Dated at Grand Junction, Colorado, December 1, 1941 at 11:28 A.M.


Ernest Leaverton
By E.M.H.
Bonded Abstractor.

A B S T R A C T O F T I T L E

TO

Lots Fifteen and Sixteen in Block Sixty in the City of Grand Junction, in Mesa County, Colorado.

From date November 2, 1946 at 11:49 A.M.

Wm. E. Ratekin and Elsa C. Ratekin	} (77) R	Trust Deed
To		Dated July 1, 1947
Public Trustee of Mesa County, Colorado,	}	Filed July 2, 1947 at 11:50 A.M.
for use of Mesa Federal Savings and Loan		Consideration of the Premises
Association of Grand Junction		

Conveys:-Lots 15 and 16 in Block 60 in the City of Grand Junction, in Mesa County, Colorado, etc.

Given to secure note bearing even date herewith for the principal sum of \$6000.00 with interest from date on the unpaid balance at the rate of 6% per annum payable monthly in advance. The said principal and interest shall be payable \$60.00 on the first day of each month hereafter until paid and shall be applied First, To the payment of the interest on the unpaid balance of the principal; Second, To the payment at the option of the Association on delinquent taxes, assessments or insurance on property covered by this trust deed; and Third, The remainder of said payments on the principal, until said debt is paid in full, etc. Parties of the first part further agree to pay \$14.60 per month for taxes, etc.

Ack. June 1, 1947 by Wm. E. Ratekin and Elsa C. Ratekin, before Vienno V. Thompson, Notary Public of Mesa County, Colorado. (N.P. Seal) Commission expires February 5, 1951.

Book 473 Page 282

Burrell C. Reynolds, Public Trustee of	} (78)	Release Deed
Mesa County, Colorado		Dated July 1, 1947
to	}	Filed July 2, 1947 at 3:56 P.M.
Wm. E. Ratekin and Elsa C. Ratekin		\$2.00

Releases:-Lots 15 and 16 in Block 60 of the City of Grand Junction, in Mesa County, Colorado, etc.

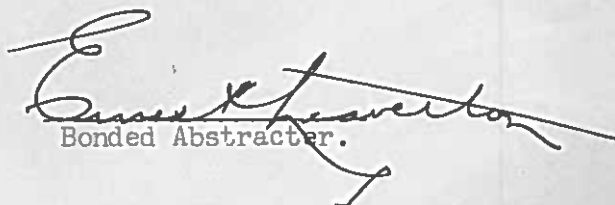
From Trust Deed dated October 31, 1946 recorded November 2, 1946 in Book 456 at Page 403, given to secure to Mesa Federal Savings and Loan Association of Grand Junction their note. Note Paid.

Ack. July 2, 1947 by Burrell C. Reynolds, Public Trustee of Mesa County, Colorado, before Virginia O. Wallace, Notary Public of Mesa County, Colorado. (N.P. Seal) Commission expires March 12, 1950.

Book 470 Page 421

I, Ernest Leaverton, a Bonded Abstractor of the State of Colorado, do hereby certify that the foregoing (consisting of Two Entries, numbered 77 and 78) is a full and correct Abstract of each and every instrument of record or on file in the Office of the County Clerk and Recorder of Mesa County, Colorado, in any manner effecting or relating to the title to the real property described in the caption of this continuation, subsequent to November 2, 1946 at 11:49 A.M.

Dated at Grand Junction, Colorado July 2, 1947 at 3:57 P.M.


Bonded Abstractor.

Continuation of

ABSTRACT OF TITLE

to

Lots Fifteen (15) and Sixteen (16) in Block Sixty (60) in the City of Grand Junction, in Mesa County, Colorado.

From July 2, 1947 at 3:57 o'clock P. M.

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79.
R

Wm. E. Ratekin and
Elsa C. Ratekin
to
Public Trustee, Mesa County,
Colorado, for the use of Mesa
Federal Savings and Loan
Association of Grand Junction

TRUST DEED \$6,000.00 #498259
Dated March 28, 1949 Book 501
Filed March 30, 1949 Page 446
At 11:59 o'clock A. M.
Conveys: Lots 15 and 16, in Block 60, in the
City of Grand Junction, Mesa County, Colo-
rado. IN TRUST to secure their note bearing
even date herewith for the sum of \$6,000.00
with interest from date on the unpaid bal-
ance at the rate of 6% per annum payable monthly in advance. The said principal
and interest shall be payable \$66.00 on the first day of each month hereafter
until paid and shall be applied, First, To the payment of the interest on the
unpaid balance of the principal; Second, To the payment at the option of the
Association on delinquent taxes, assessments or insurance on property covered by
this trust deed; and Third; The remainder of said payments on the principal, until
said debt is paid in full. To months' delinquency in said monthly payments shall,
at the option of the holder of this note, render the whole indebtedness due and
payable. Delinquent payments shall bear interest at the rate of 8% per annum.
Extra payments may be made at any time after 90 days from the date hereof. To
create a reserve fund for taxes and insurance, parties of the first part agree to
pay concurrently with the above monthly payments the sum of \$17.50. It is hereby
stipulated and agreed that said property shall not be sold or contracted to be sold
without the written consent of Association. Upon the breach of this stipulation
the Association shall have the right to declare said note due and payable forthwith,
without notice and to foreclose this Trust Deed. /s/ Wm. E. Ratekin, Elsa C. Ratekin.
Ack. March 29, 1949 by Wm. E. Ratekin and Elsa C. Ratekin, before Vienno V.
Thompson, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires February 5, 1951.

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80.

Public Trustee, Mesa County,
Colorado
to
present owner or owners

RELEASE DEED \$2.00 #498298
Dated March 30, 1949 Book 501
Filed March 30, 1949 Page 472
At 3:51 o'clock P. M.
Releases: Lots 15 and 16 in Block 60 in the
City of Grand Junction, including equipment,
Mesa County, Colorado. From Deed of Trust executed by Wm. E. Ratekin and Elsa C.
Ratekin dated July 1, 1947, recorded July 2, 1947 in book 473 on page 282 to secure
to Mesa Federal Savings and Loan Association of Grand Junction the payment of the
indebtedness. INDEBTEDNESS PAID. /s/ Burrell C. Reynolds, As the Public Trustee
in said County of Mesa.
Ack. March 30, 1949 by Burrell C. Reynolds, Public Trustee before Virginia O.
Wallace, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires Mar. 12, 1950.

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No. C-17867

Continuation of

ABSTRACT OF TITLE

to

Lots Fifteen (15) and Sixteen (16) in Block Sixty (60) in the City of Grand Junction, in Mesa County, Colorado.

From March 30, 1949 at 3:52 o'clock P.M.

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Myrtle E. Ratekin, Mrs. Juanita Newton, William E. Ratekin, Roy E. Ratekin, John A. Ratekin and Mrs. Mildred K. Pollock

QUIT CLAIM DEED \$10.00 and other valuable considerations Dated June 29, 1949 Filed July 20, 1949 At 1:31 o'clock P.M.

#503921 Book 507 Page 330

81.

to

William E. Ratekin and Elsa C. Ratekin, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever.

Quit claims: An easement for driveway through the E 12 feet of the N 60 feet of Lot 14 in Block 60 in the City of Grand Junction, to be used jointly by the grantors and grantees, their heirs and assigns. Also, an easement for the purpose of egress and ingress to ash pit, over the E 4 feet of the S 30 feet of said Lot 14, such ash pit to be used jointly

by the owners of said Lots 15 and 16, and Lots 13 and 14, their heirs and assigns. Mesa County, Colorado. (Consideration less than \$100)

/s/ John A. Ratekin, Roy E. Ratekin, Myrtle E. Ratekin, Juanita Newton, Mildred K. Pollock, William E. Ratekin.

Ack. July 15, 1949 by Myrtle E. Ratekin, Juanita Newton, Mildred K. Pollock and William E. Ratekin before Mary L. Debelock, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires June 25, 1953

Ack. July 8, 1949 by Roy E. Ratekin before Myrtle E. Frazier, Notary Public, Yolo County, California. (N. P. Seal) Commission expires 8/13/51

Ack. July 5, 1949 by John A. Ratekin before Mary Paniagua, Notary Public, Alameda County, California. (N. P. Seal) Commission expires March 31, 1952

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Wm. E. Ratekin and Elsa C. Ratekin to

TRUST DEED \$11,000.00 Dated December 10, 1951 Filed December 10, 1951 At 4:31 o'clock P.M.

#551396 Book 558 Page 176

82.

P

Public Trustee, Mesa County, Colorado, for the use of Mesa Federal Savings and Loan Association of Grand Junction.

Conveys: Lots 29 and 30, in Block 61, in the City of Grand Junction; and: Lots 15 and 16 in Block 60, in the City of Grand Junction, Mesa County, Colorado.

IN TRUST to secure their note bearing even date herewith for the sum of \$11,000.00 with interest from date on the unpaid balance at the rate of 6% per annum payable monthly in advance. The said principal and interest shall be payable \$116.50 on the First day of each month hereafter until paid and shall be applied; First, To the payment of the interest on the unpaid balance of the principal; Second, To the payment at the option of the Association on delinquent taxes, assessments or insurance on property covered by this trust deed; and Third, the remainder of said payments on the principal, until said debt is paid in full. Two months' delinquency in said monthly payments shall, at the option of the holder of this note, render the whole indebtedness due and payable. Delinquent payments shall bear interest at the rate of 8% per annum. Extra payments may be made at any time, but 90 days advance interest shall be charged where the amount prepaid exceeds 20% of original principal amount of this note. To create a reserve fund for taxes and insurance, parties of the first part agree to pay concurrently with the above monthly payments the sum of \$33.50. It is hereby stipulated and agreed that said property shall not be sold or con-



No. C-18241

Continuation of

A B S T R A C T O F T I T L E

to

Lots Fifteen (15) and Sixteen (16) in Block Sixty (60) in the City of Grand Junction, in Mesa County, Colorado.

From December 11, 1951 at 10:04 o'clock A. M.

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84.
R

Wm. E. Ratekin and
Elsa C. Ratekin
to
Public Trustee, Mesa County,
Colorado, for the use of Mesa
Federal Savings and Loan Asso-
ciation of Grand Junction

TRUST DEED \$13,250.00 #554633
Dated February 6, 1952 Book 561
Filed February 9, 1952 Page 26
At 10:12 o'clock A. M.

Conveys: Lots 29 and 30, in Block 61, in
the City of Grand Junction AND: Lots 15
and 16 in Block 60, in the City of Grand
Junction; Mesa County, Colorado. IN TRUST
to secure their note bearing even date

herewith for the sum of \$13,250.00, with interest from date on the unpaid balance at the rate of 6% per annum payable monthly in advance. The said principal and interest shall be payable \$160.35 on the first day of each month hereafter until paid and shall be applied First, To the payment of the interest on the unpaid balance of the principal; Second, To the payment at the option of the Association on delinquent taxes, assessments or insurance on property covered by this trust deed; and Third: The remainder of said payments on the principal, until said debt is paid in full. Two months' delinquency in said monthly payments shall, at the option of the holder of this note, render the whole indebtedness due and payable. Delinquent payments shall bear interest at the rate of 8% per annum. Extra payments may be made at any time, but 90 days advance interest shall be charged where the amount prepaid exceeds 20% of original principal amount of this note. To create a reserve fund for taxes and insurance, party of the first part agrees to pay concurrently with the above monthly payments the sum of \$33.25. It is hereby stipulated and agreed that said property shall not be sold or contracted to be sold without the written consent of Association. Upon the breach of this stipulation the Association shall have the right to declare said note due and payable forthwith without notice and to foreclose this Trust Deed. /s/ Wm. E. Ratekin, Elsa C. Ratekin.

Ack. February 7, 1952 by Wm. E. Ratekin and Elsa C. Ratekin before Vienno V. Thompson, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires February 1, 1955.

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85.

Public Trustee, Mesa
County, Colorado
to
present owner or owners

RELEASE DEED \$2.00 #554637
Dated February 9, 1952 Book 561
Filed February 9, 1952 Page 29
At 10:36 o'clock A. M.

Releases: Lots 29 and 30, in Block 61,
in the City of Grand Junction; and Lots 15

and 16, in Block 60, in the City of Grand Junction; including equipment, Mesa County, Colorado. From Deed of Trust executed by Wm. E. Ratekin and Elsa C. Ratekin dated December 10, 1951, recorded December 10, 1951 in book 558 on page 176 to secure to Mesa Federal Savings and Loan Association of Grand Junction the payment of the indebtedness. INDEBTEDNESS PAID. /s/ Burrell C. Reynolds, As the Public Trustee in said County of Mesa.

Ack. February 9, 1952 by Burrell C. Reynolds, Public Trustee before Lena A. Williams, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires Sep. 27, 1953.

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STATE OF COLORADO)
(SS
COUNTY OF M E S A)

THE MESA COUNTY ABSTRACT COMPANY hereby certifies that the fore-
going, consisting of two (2) entries, numbered 84 and 85, constitutes a true and
correct Abstract of Title showing all instruments which appear of record or on
file in the office of the County Clerk and Recorder of Mesa County, Colorado,
from December 11, 1951 at 10:04 o'clock A.M. up to February 9, 1952 at 10:37
o'clock A.M., affecting the title to the property described in the caption hereof.

Dated at Grand Junction, Colorado

February 9, 1952 at 10:37 o'clock A.M.

THE MESA COUNTY ABSTRACT COMPANY

By Richard B. Williams
Manager.

No. 34949

Continuation of

ABSTRACT OF TITLE

to

Lots Fifteen (15) and Sixteen (16) in Block Sixty (60) in the City of Grand Junction, in Mesa County, Colorado.

From February 9, 1952 at 10:37 o'clock A.M.

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86.

R

Wm. E. Ratekin and
Elsa C. Ratekin
to
Public Trustee, Mesa
County, Colorado for the
use of Mesa Federal
Savings and Loan Associa-
tion of Grand Junction.

TRUST DEED \$11,250.00 #691338
Dated April 2, 1957 Book 706
Filed April 3, 1957 Page 268
At 10:57 o'clock A.M.
Conveys: Lots 29 and 30, in Block 61, in
the City of Grand Junction; and: Lots 15
and 16, in Block 60, in the City of Grand
Junction, Mesa County, Colorado. IN TRUST
to secure a note bearing even date herewith
for the sum of \$11,250.00, with interest

from date at the rate of 6% per annum payable monthly in advance. The said principal and interest shall be payable \$186.40, on the first day of each month hereafter until paid and shall be applied First, To the payment of the interest on the unpaid balance of the principal; Second, To the payment at the option of the Association on delinquent taxes, assessments or insurance on property covered by this trust deed; and Third, The remainder of said payments on the principal, until said debt is paid in full. Two months' delinquency in said monthly payments shall, at the option of the holder of this note, render the whole indebtedness due and payable. Delinquent payments shall bear interest at the rate of 8% per annum. Extra payments may be made at any time, but 90 days advance interest shall be charged where the amount prepaid exceeds 20% of original principal amount of this note. To create a reserve fund for taxes and insurance, party of the first part agrees to pay concurrently with the above monthly payments on note, \$45.80. It is hereby stipulated and agreed that said property shall not be sold or contracted to be sold without the written consent of Association. Upon the Breach of this stipulation the Association shall have the right to declare said note due and payable forthwith, without notice, and to foreclose this Trust Deed.

/s/ Wm. E. Ratekin, Elsa C. Ratekin.

Ack. April 2, 1957 by Wm. E. Ratekin and Elsa C. Ratekin, before Vienno V. Thompson, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires February 1, 1959

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87.

Public Trustee, Mesa
County, Colorado
to
present owner or owners

RELEASE DEED \$2.00 #691469
Dated April 4, 1957 Book 706
Filed April 4, 1957 Page 332
At 2:25 o'clock P.M.

Releases: All that property conveyed in trust, in and by Document No. 554633, the same being that certain Deed of Trust executed by Wm. E. Ratekin and Elsa C. Ratekin dated February 6, 1952 and recorded February 9, 1952 in book 561 on page 26 to secure to Mesa Federal Savings and Loan Association of Grand Junction, the payment of the indebtedness. INDEBTEDNESS PAID.

/s/ Burrell C. Reynolds, As the Public Trustee in said County of Mesa.

Ack. April 4, 1957 by Burrell C. Reynolds, Public Trustee, before Lena A. Williams, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires Sep. 23, 1957

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88 Elsa C. Ratekin
to
The State

DECLARATION OF HOMESTEAD #768437
Dated May 24, 1960 Book 780
Filed May 24, 1960 Page 299
At 10:18 o'clock A.M.

KNOW ALL MEN BY THESE PRESENTS, That,
pursuant to Chapter 77, Article 3,
Section 2 of Colorado Revised Statutes 1953, I, Elsa C. Ratekin of the County of
Mesa, State of Colorado, as (the spouse of) the owner do by this declaration homes-
tead the following described property situate in the said County, to-wit: Lots 15
and 16 in Block 60 in the City of Grand Junction, in Mesa County, Colorado; The
owner's interest in the property is an undivided one-half interest in and to said prop-
erty, in nature and was derived through Quit Claim Deed recorded in Book 507 Page
330 of the records of the said County. /s/ Elsa C. Ratekin.
Ack. May 24, 1960, by Elsa C. Ratekin, before Eileen McDermott, Notary Public, Mesa County,
Colorado.
(N.P. Seal)

Commission expires June 30, 1963.

-O--OO--O-

89 Public Trustee, Mesa
County, Colorado
to
present owner or owners

RELEASE DEED \$2.00 #829086
Dated November 30, 1962 Book 836
Filed November 30, 1962 Page 147
At 2:40 o'clock P.M.

Releases: All that property conveyed
in trust, in and by Document No. 691338,
the same being that certain deed of trust executed by Wm. E. Ratekin and Elsa C. Ratekin,
dated April 2, 1957, recorded April 3, 1957, in book 706, on page 268, to secure Mesa
Federal Savings and Loan Association of Grand Junction the payment of the indebtedness.
INDEBTEDNESS PAID.
/s/ Donald W. Kanaly, Public Trustee in said County of Mesa.
Ack. November 30, 1962, by Donald W. Kanaly as the Public Trustee, before Lena A. Williams,
Notary Public, Mesa County, Colorado.
(N.P. Seal)

Commission expires Sep. 6, 1965.

-O--OO--O-

90 R Wm. E. Ratekin and
Elsa C. Ratekin
to
Public Trustee, Mesa
County, Colorado, for
the use of Mesa Federal
Savings and Loan Association
of Grand Junction, Grand
Junction, Colorado.

TRUST DEED \$4,700.00 #851591
Dated October 30, 1963 Book 857
Filed October 30, 1963 Page 581
At 2:56 o'clock P.M.

Conveys: Lots 15 and 16, in Block 60, in
the City of Grand Junction, Mesa County,
Colorado. IN TRUST to secure a promissory
note bearing even date herewith, for the
principal sum of \$4,700.00 and such
additional sums as may be advanced as
provided for in trust deed set forth below,
with interest from date on the unpaid balance at the rate of 6% per annum, payable
monthly in advance. The said principal and interest shall be payable \$52.20 on the
first day of each month hereafter until paid and delinquent twenty days thereafter,
and shall be applied, First, to the payment of interest on the unpaid balance of the
principal; Second, the remainder on the principal until said debt is paid in full.
To create a reserve fund for taxes and insurance, parties of the first part agree
to pay concurrently with the above monthly payments the sum of \$ 25.00. Note further
provides for advances not in excess of \$2,000.00. First party agrees not to sell or
contract to sell the above described real estate without the written consent of the
Association. /s/ Wm. E. Ratekin, Elsa C. Ratekin.

Ack. October 30, 1963, by Wm. E. Ratekin and Elsa C. Ratekin, before Vienno V. Thompson,
Notary Public, Mesa County, Colorado. Commission expires
(N.P. Seal) February 4, 1967.

THE TITLE GUARANTY COMPANY
MESA COUNTY BRANCH
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

THE TITLE GUARANTY COMPANY

A duly licensed and bonded abstractor, operating under certificate of authority granted by the State of Colorado, and whose bond is in force at the date of this certificate

Hereby Certifies

That the foregoing --3-- entries numbered 88 to 90 constitute a true and correct abstract of all instruments on file or of record in the office of the County Clerk and Recorder of Mesa County, Colorado, affecting the title to the following described real estate located in said Mesa County, Colorado:

From April 4, 1957, at 2:27 o'clock P.M.

Lots Fifteen (15) and Sixteen (16) in Block Sixty (60) in the City of Grand Junction, in Mesa County, Colorado.

Dated this 31st day of October

, A.D., 19 63 , at 8 o'clock A.M.



THE TITLE GUARANTY COMPANY

By *Richard B. Williams*
Authorized Signature.

THE TITLE GUARANTY COMPANY

MESA COUNTY BRANCH
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

Abstract No. 51845

WM. E. RATEKIN, also known as
WILLIAM E. RATEKIN and ELSA C. RATEKIN
whose address is Grand Junction

STATE DOCUMENTARY FEE
Date FEB 6 1970
\$ 2.00

County of Mesa, State of

Colorado, for the consideration of Ten Dollars and other valuable considerations----- dollars, in hand paid, hereby sell(s) and convey(s) to

PAUL McCORMACK, ELIZABETH McCORMACK and ESTHER BOYLE

whose address is Grand Junction, County of

Mesa, and State of Colorado the following real property in the

County of Mesa, and State of Colorado, to wit:

Lots 15 and 16 in Block 60 in the City of Grand Junction, and an easement for driveway through the East 12 feet of the North 60 feet of Lot 14 in Block 60 in the City of Grand Junction, and an easement for the purpose of egress and ingress to ashpit, over the East 4 feet of the South 30 feet of said Lot 14, said easements to be used as set forth in that certain Quit Claim Deed filed for record in the office of the Mesa County Clerk and Recorder on July 20, 1949 in Book 507 at Page 330, Mesa County, Colorado.

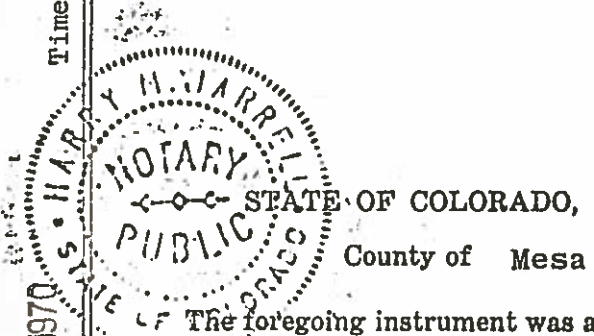
It is specifically understood that Paul McCormack and Elizabeth McCormack are the owners of an undivided one-half interest in and to the above described real property, not as tenants in common but in joint tenancy with right of survivorship. It is further understood that the remaining undivided one-half interest is owned by Esther Boyle.

with all its appurtenances, and warrant(s) the title to the same, subject to the general property taxes for 1970, due and payable in 1971.

Signed this 5th day of February, 1970.

Wm. E. Ratekin
Wm. E. Ratekin, also known as
William E. Ratekin

Elsa C. Ratekin
Elsa C. Ratekin



The foregoing instrument was acknowledged before me this 5th day of February, 1970, by Wm. E. Ratekin, also known as William E. Ratekin and Elsa C. Ratekin.

My commission expires September 10, 1972
Witness my hand and official seal.

Harry M. Jarrell
Notary Public

Statutory Acknowledgment.—If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact then insert name of person as executor attorney-in-fact or other capacity or description; if by officer of corporation then insert name of such officer or officers as the president or other officers of such corporation naming it.

176567

2000 price 13.20

Time 9:25 Book 943 Page 447 #983547

FEB 6 1970

DEED OF TRUST

THIS INDENTURE, Made this 5th day of February, 1970, between

PAUL McCORMACK, ELIZABETH McCORMACK and ESTHER BOYLE

Whose address is 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 their promissory note (hereinafter designated "note") bearing even date herewith for the total principal sum of FOUR THOUSAND AND NO/100----- Dollars, payable to the order of WM. E. RATEKIN and ELSA C. RATEKIN

whose address is Grand Junction, Colorado

In monthly installments after date thereof, with interest thereon from the date thereof at the rate of 6 1/2 per cent per annum payable monthly on the unpaid balance of the principal. Principal and interest shall be payable in monthly installments of \$80.00, first payment due on or before March 15, 1970 and like payments on or before the 15th day of each calendar month thereafter until paid in full. All payments above provided shall be first applied to the interest, the balance to the principal, provided however, first parties shall have the option to prepay at anytime.

(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:

Lots 15 and 16 in Block 60 in the City of Grand Junction, and an easement for driveway through the East 12 feet of the North 60 feet of Lot 14 in Block 60 in the City of Grand Junction, and an easement for the purpose of egress and ingress to ashpit, over the East 4 feet of the South 30 feet of said Lot 14, said easements to be used as set forth in that certain Quit Claim Deed filed for record in the office of the Mesa County Clerk and Recorder on July 20, 1949 in Book 507 at Page 330, Mesa County, Colorado.

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FEB 6 1970 Time 9:25 Book 943 Page 448 #983548

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 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.

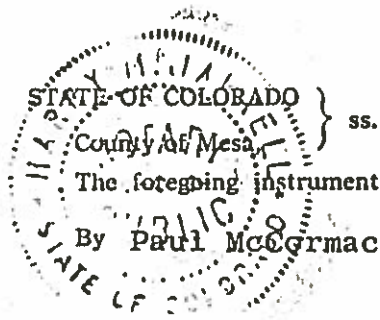
That, in the event of foreclosure and sale hereunder, attorney's fees in the sum of five per cent if made through the Public Trustee and a reasonable sum if made through the Courts, for legal services rendered in such proceeding or suit, shall be allowed by the Public Trustee or taxed by the court as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

Paul McCormack (Seal)
Elizabeth McCormack (Seal)
Esther Boyle (Seal)



The foregoing instrument was acknowledged before me this 5th day of February 1970.

By Paul McCormack, Elizabeth McCormack and Esther Boyle.

Witness my hand and official seal.
My notarial commission expires September 10, 1972

Harry M. Jurick
Notary Public.

No. 92
Cont.

RELEASE OF DEED OF TRUST BY THE PUBLIC TRUSTEE

Know All Men by These Presents, That, Whereas,

WM. E. RATEKIN and ELSA C. RATEKIN

of the County of Mesa, in the State of Colorado, by their certain DEED OF TRUST dated the 30th day of October, A.D. 19 63, and duly recorded in the office of the County Clerk and Recorder of the County of Mesa, in the State of Colorado, on the 30th day of October, A.D. 19 63, in book 857 of said County records, on page 581 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

MESA FEDERAL SAVINGS AND LOAN ASSOCIATION OF GRAND JUNCTION

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 said 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:

All that property conveyed in trust, in and by Document No. 851591 as recorded in the office of the County Clerk and Recorder of said Mesa County, Colorado, in Book and at Page aforesaid.

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 5th day of February, A.D. 19 70.

Donald W. Kanaly (Seal)
As the Public Trustee in said County of Mesa.

STATE OF COLORADO, }
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 5th day of February, 1970.

by Donald W. Kanaly as the Public Trustee in said County of Mesa, Colorado.
Witness my hand and Official Seal.



September 13, 1972.

Lucille B. Stuard
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.

The legal holder of the indebtedness secured by said Deed of Trust.

By.....

176573

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Book 943 Page 467 #983575

Time 3:25

FEB 6 1970

Transamerica Title Insurance Co

A duly licensed and bonded abstractor, operating under certificate of authority granted by the State of Colorado, and whose bond is in force at the date of this certificate

Hereby Certifies

That the foregoing - 3 - entries numbered 91 to 93 constitute a true and correct abstract of all instruments on file or of record in the office of the County Clerk and Recorder of Mesa County, Colorado, affecting the title to the following described real estate located in said Mesa County, Colorado:

From October 31, 1963 at 8:00 o'clock A. M.

Lots Fifteen (15) and Sixteen (16) in Block Sixty (60) in the City of Grand Junction, Mesa County, Colorado.

Dated this 9th day of February, A.D., 1970, at 8 o'clock A.M.

Transamerica Title Insurance Co

By *Richard B. Williams*
Authorized Signature RB



Transamerica Title Insurance Co

MESA COUNTY BRANCH
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

Abstract No. 73879

Transamerica Title Insurance Co

A duly licensed and bonded abstracter, operating under certificate of authority granted by the State of Colorado, and whose bond is in force at the date of this certificate

Hereby Certifies

That the foregoing - 0 - entries numbered 0 to 0 constitute a true and correct abstract of all instruments on file or of record in the office of the County Clerk and Recorder of Mesa County, Colorado, affecting the title to the following described real estate located in said Mesa County, Colorado:

From February 9th, 1970, at 8:00 o'clock A. M.

Lots Fifteen (15) and Sixteen (16) in Block Sixty (60) in the City of Grand Junction, Mesa County, Colorado.

Dated this 28th day of September, A.D., 19 71, at 8 o'clock A.M.

Transamerica Title Insurance Co

By *Richard B. Williams*
Authorized Signature *RB*



Transamerica Title Insurance Co

MESA COUNTY BRANCH
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

Abstract No. 78599

XX
8025101

94

192360

Time 11:26 Book 465 Page 224 #1012969

OCT 12 1971

THIS DEED, Made this 7th day of October, 1971, between

PAUL McCORMACK, ELIZABETH McCORMACK and ESTHER BOYLE

of the County of Mesa and State of Colorado, of the first part, and

GEORGE W. LINDLEY and DORIS I. LINDLEY

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

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Twenty Five Thousand and no/100 -----DOLLARS,

to the said parties of the first part in hand paid by the said parties 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 parties of the second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the following described lot or parcel of land, situate, lying and being in the County of Mesa and State of Colorado, to wit:

Lots Fifteen (15) and Sixteen (16) in Block Sixty (60) in the City of Grand Junction, Mesa County, Colorado;

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, 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 parties of the second part, their heirs and assigns forever. And the said parties of the first part, for themselves, their heirs, executors, and administrators do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensembling and delivery of these presents are 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 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.

Subject to 1971 taxes due and payable in 1972 and all future taxes and assessments;

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs 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 seal on the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Paul McCormack [SEAL]
Paul McCormack

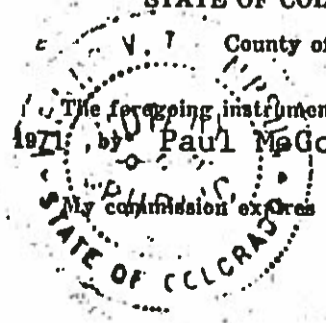
Elizabeth McCormack
Elizabeth McCormack

Esther Boyle
Esther Boyle

STATE OF COLORADO,)
County of Mesa) ss.

The foregoing instrument was acknowledged before me this 12th day of October 1971, by Paul McCormack, Elizabeth McCormack and Esther Boyle.

My commission expires February 3, 1975. Witness my hand and official seal.



Thomas J. DeWitt
Notary Public

RECORDER'S STAMP
State Documentary Fee
Date OCT 12 1971
\$ 2.50
Sale Price \$25,000.-

No. 921. WARRANTY DEED—To Joint Tenants.—Bradford Publishing Co., 1824-48 Stout Street, Denver, Colorado—6-71
*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers as the president or other officers of such corporation, naming it.—Statutory Acknowledgment, Sec. 118-6-1 Colorado Revised Statutes 1963.

OCT 12 1971

STATE OF COLORADO, COUNTY OF MESA

RECORDED AT 11:26 O'CLOCK A.M. SECTION NO. 1012970 ANNIE M. DUNSTON, RECORDER

DEED OF TRUST

BOOK 965 PAGE 225

THIS DEED OF TRUST is made this 12th day of October, 1971 among the Trustor, GEORGE W. LINDLEY and DORIS I. LINDLEY

(herein "Borrower"), the Public Trustee of the County of MESA and State of Colorado (herein "Trustee"), and the Beneficiary, Mesa Federal Savings and Loan Association of Grand Junction, whose address is 131 North 6th Street, Grand Junction, Colorado 81501, (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited, and the trust herein created, irrevocably grants, bargains, sells, and conveys to Trustee, in trust, the following described property located in the County of MESA, State of Colorado:

Lots 15 and 16 in Block 60 in the City of Grand Junction. Together with all water and water rights, ditches and ditch rights belonging therewith and appurtenant thereto.

95

192361

Time 11:26 Book 965 Page 225 #1012970

OCT 12 1971

TOGETHER with all the improvements, tenements and appurtenances now or hereafter erected on the property, and all easements, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to or used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, natural gas, water, air and light; and including, but not limited to, all plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, washers, dryers, awnings, screens, blinds, shades, storm windows, storm doors, antennas, attached floor coverings, trees and plants; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by a certain note dated as of the date hereof (herein "Note"), in the principal sum of EIGHTEEN THOUSAND and No/100 ----- Dollars (\$ 18,000.00 ---), with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1st, 1991; the payment of all other sums advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender and evidenced by promissory notes, provided that at no time shall this Deed of Trust secure future advances in excess of FOUR THOUSAND and No/100 ----- Dollars (\$ 4,000.00 --) (not including sums advanced in accordance herewith to protect the security of this Deed of Trust).

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to sell and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to easements and restrictions of record.

100 002 45880

UNIFORM COVENANTS. Borrower further covenants and agrees as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes, assessments and ground rents, if any, which may be levied on the Property, plus one-twelfth of yearly premium installments for fire and other hazard insurance covering the Property, plus one-twelfth of any yearly premiums for mortgage insurance, all as estimated initially and from time to time by Lender, to be applied by Lender to pay said taxes, assessments, insurance premiums and ground rents. No earnings or interest shall be payable to Borrower on the Funds. Lender shall have the right to hold the Funds in any manner Lender selects and may commingle the Funds with other monies held by Lender.

If the amount of the Funds held by Lender shall exceed at any time the amount deemed necessary by Lender to provide for the payment of taxes, assessments, insurance premiums and ground rents, as they fall due, such excess shall be credited to Borrower in such manner as Lender may determine. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency no later than thirty days prior to the date when the next such payment shall be due.

Upon payment in full of the sums secured by this Deed of Trust, Lender shall credit to Borrower any Funds held by Lender.

If under paragraph 10 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply no later than the date of sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as credit against the sums secured by this Deed of Trust.

3. Application of Payments. All payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on future advances, if any, and last to the principal of the Note and to the principal of future advances, if any.

4. Governmental Charges; Liens. Borrower shall pay all taxes, assessments and other governmental charges, fines and impositions attributable to the Property and ground rents, if any, in accordance with paragraph 2 hereof or in such other manner as Lender may designate. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall, in good faith, contest the same by appropriate legal proceedings which shall operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured by insurance carriers satisfactory to Lender against loss by fire and such other hazards, casualties and contingencies as Lender shall designate in such amounts and for such periods, as Lender shall require. Borrower shall pay all premiums on insurance policies in accordance with paragraph 2 hereof or in such other manner as Lender may designate. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof. In the event of loss, Borrower shall give immediate written notice to Lender, and Lender may make proof of loss if not made promptly by Borrower. Each insurance carrier is hereby authorized and directed to make payment for such loss directly to Lender instead of to Borrower and Lender jointly. Lender is authorized and empowered to adjust and compromise any loss under insurance policies, to collect and receive insurance proceeds, and to apply the insurance proceeds or any part thereof at Lender's option to the restoration or repair of the Property damaged or to the reduction of the sums secured by this Deed of Trust in the order of application set forth in paragraph 3 hereof. If this Deed of Trust is foreclosed and the Property is sold or the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to purchaser or Lender as the case may be.

6. Preservation and Maintenance of Property. Borrower (i) shall not permit or suffer waste, impairment, or deterioration of the Property, (ii) shall not remove, demolish or alter any improvement now existing or hereafter erected upon the Property unless Lender shall consent thereto in writing, (iii) shall keep the Property in good repair and (iv) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in paragraphs 2, 4, 5 and 6 hereof, or if any action or proceeding is commenced which affects the Property or title thereto, or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, and arrangements and proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary to protect Lender's interests, including, but not limited to, disbursement of reasonable attorney fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7 shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable within thirty days of demand and shall bear interest from the date of disbursement at the rate stated in the Note or the highest permissible rate under applicable law, whichever is less; provided that Borrower shall have the right to repay such amounts in whole or in part at any time. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder. Lender shall not incur liability for any act Lender may or omit to do hereunder.

8. Inspection. Upon notice to Borrower, Lender may make or cause to be made reasonable entries upon and inspections of the Property.

9. Acceleration. Upon the occurrence of any of the following, all of the sums secured by this Deed of Trust shall be immediately due and payable at the option of Lender, without notice or demand, which Borrower hereby expressly waives:

- (a) default in payment of any sums due pursuant to paragraphs 1 and 2 hereof, which default is not cured prior to the due date of the next monthly installment, or
- (b) default in payment of any other sums secured by this Deed of Trust, or
- (c) default in the performance of any other covenant or agreement of Borrower in this Deed of Trust, or
- (d) the filing of an arrangement or a proceeding in bankruptcy by or against Borrower, initiation of insolvency proceedings by or against Borrower or assignment by Borrower for the benefit of Borrower's creditors, or
- (e) the sale or transfer of the Property, or any part thereof or interest therein, by Borrower without Lender's written consent (which consent maybe conditioned upon renegotiation of the interest rate of the Note), or
- (f) the enactment, after the date of this Deed of Trust, of any law deducting from the value of the Property for the purposes of taxation any lien thereon, or the change in any way of existing laws or the enactment of new laws for the taxation of mortgages or debt secured by mortgage, or governing the manner of the collection of any such taxes, so as to affect this Deed of Trust.

10. Remedies. In case of default hereunder, by Borrower, the Lender may file notice with the Trustee declaring such default and its election and demand that said property be advertised and sold (en masse or in parcels at the discretion of the Trustee), in accordance with the Colorado Statutes, and the Trustee shall thereupon proceed to advertise the same and sell the same at public auction at the main door of the County Court House of such County, all as provided by applicable law.

Trustee shall apply the proceeds of any sale in the following order:

- (a) to all costs and expenses incident to the sale, including, but not limited to, reasonable attorney fees;
- (b) to all sums secured by this Deed of Trust; and
- (c) the excess, if any, to the person legally entitled thereto, when established to Trustee's satisfaction.

11. Assignment of Rents; Appointment of Receiver; Entry. As further security hereunder, Lender shall be entitled to collect the rents of the Property, which rents Borrower hereby assigns to Lender; provided that Borrower shall, prior to the occurrence of any event which would permit acceleration under paragraph 9 hereof, have the right to collect and retain such rents as they become due and payable. Upon the occurrence of any event which would permit acceleration under paragraph 9 hereof, regardless of whether Lender elects to accelerate and regardless of the solvency of Borrower or the value of the Property, unless prohibited by applicable law, Lender or Lender's agent shall either:

- (a) be entitled to have a receiver appointed to enter upon, take possession of, manage and preserve the Property, and to collect the rents, issues and profits thereof, including those past due as well as those accruing thereafter, and apply the same as the court may direct; or
- (b) be entitled at any time, without notice, to enter upon and take possession of the Property, to perform any acts Lender deems necessary or proper to preserve the Property and to collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter, and to apply the same in any lawful manner, including the payment of reasonable management fees.

Lender or the receiver may also take possession of, and for rental purposes use, any personal property used by Borrower in the rental or leasing of the Property. The costs and expenses, including, but not limited to, receiver fees and premiums on receivers bonds, attorney fees, and agent compensation, incurred pursuant to the powers herein contained shall constitute additional indebtedness secured by this Deed of Trust. Lender shall apply such rents, issues and profits received by Lender to the sums secured by this Deed of Trust in such order as Lender determines. Lender shall be liable to account only for those rents, issues and profits actually received.

12. Condemnation. All awards, proceeds or damages, direct or consequential, in connection with any condemnation or injury to the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned and shall be paid to Lender to the extent of the sums secured by this Deed of Trust. Lender at Lender's option shall apply such awards, proceeds or damages to restoration of the Property or to payment of the sums secured by this Deed of Trust in the order of application set forth in paragraph 3 hereof. Lender is hereby authorized in the name of Borrower to execute and deliver valid acquittances thereof and to appeal from any such award.

13. Waiver of Homestead, Curtesy, Dower, and Appraisal Rights. Borrower and Borrower's spouse hereby waive, release and convey all right of homestead exemption.

14. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

15. Forbearance by Lender Not a Waiver. Any delay by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The failure of Lender to exercise any option to accelerate maturity of the sums

95
Cont

1-1-1988

BOOK 300 PAGE 22

secured by this Deed of Trust, the forbearance by Lender before or after the exercise of such option, or the withdrawal or abandonment of proceedings provided for by this Deed of Trust shall not be a waiver of the right to exercise such option or to accelerate the maturity of such sums by reason of any past, present or future event which would permit acceleration under paragraph 9 hereof. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the sums secured by this Deed of Trust. Lender's receipt of any awards, proceeds or damages under paragraphs 5 and 12 hereof shall not operate to cure or waive default by Borrower under paragraph 9 hereof.

16. Lender's Remedies Cumulative. All remedies of Lender are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently or independently.

17. Heirs and Assigns Bound; Number; Gender; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, executors, administrators, successors and assigns of Lender and Borrower. Wherever 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 covenants and agreements of Borrower shall be joint and several. The captions and heading of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

18. Notice. Any notice which either Borrower or Lender may give under this Deed of Trust shall be mailed to Lender at the Lender's address stated above and mailed to Borrower at the Property Address stated below, or at such other place as either Borrower or Lender may designate to the other in writing.

IN WITNESS WHEREOF, we have set our hands and seals on the date first above set forth.

George W. Lindley (SEAL)
George W. Lindley
Doris I. Lindley (SEAL)
Doris I. Lindley

555 Chipeta and 525 North 6th
Grand Junction, Colorado
Property Address

PO Box 125
Eckert, Colorado
Borrower's Address

1012970
INDEXED

STATE OF COLORADO }
County of MESA } ss
I hereby certify that this instrument was
Filed for record

OCT 12 1971

at 11:26 AM and recorded
in Book 965 Page 225
ANNIE M. DUNSTON, County Clerk & Recorder
By _____ Deputy

miss Federal

6.25

STATE OF COLORADO }
COUNTY OF MESA } ss.

The foregoing instrument was acknowledged before me this 11th day of October, 1971,
by GEORGE W. LINDLEY and DORIS I. LINDLEY

Witness my hand and official seal.

My notarial commission expires February 3, 1975.

Thomas J. [Signature]
Notary Public

STATE OF COLORADO }
COUNTY OF _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____

Witness my hand and official seal.

My notarial commission expires _____
Notary Public

DEED OF TRUST

THIS INDENTURE, Made this 12th day of October, 1971,
between GEORGE W. LINDLEY and DORIS I. LINDLEY

Whose address is Eckert, 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 their promissory
note (hereinafter designated "note") bearing even date herewith for the total principal sum of
Twenty Five Hundred and no/100 -----Dollars,
payable to the order of CLARENCE BOYLE and ESTHER BOYLE, as joint tenants,

whose address is Grand Junction, Colorado

after date thereof, with interest thereon from the date thereof at the rate of eight per
cent per annum payable in monthly installments of \$40.00 including
principal and interest at the rate of 8% per annum. First payment
due December 15, 1971. PROVIDED HOWEVER, the entire unpaid balance
shall become due and payable on or before October 15, 1976.

(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:

Lots Fifteen (15) and Sixteen (16) in Block Sixty (60) in the
City of Grand Junction, Mesa County, Colorado.

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192362
OCT 12 1971
Time 11:26 Book 965 Page 229 #1012971

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

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 Homestead and other Exemptions; and further warrants that said premises are free and clear of all liens and encumbrances (except as herein specified): Subject to prior Deed of Trust for the use of Mesa Federal Savings & Loan Association.

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.

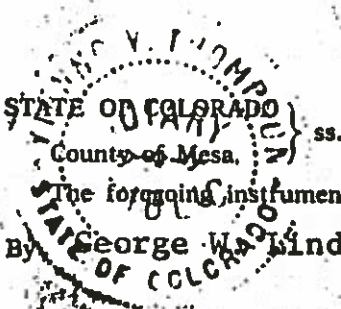
That in the event the ownership of the encumbered property or any part hereof, becomes vested in a person other than the first party, the Beneficiary may, without notice to the first party, deal with such new owner or owners with reference to this Deed of Trust, and the debt hereby secured in the same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

George W. Lindley (Seal)
George W. Lindley

Doris I. Lindley (Seal)
Doris I. Lindley



The foregoing instrument was acknowledged before me this 12th day of October, 1971. By George W. Lindley and Doris I. Lindley.

Witness my hand and official seal.
My notarial commission expires February 3, 1975.

Thomas J. Thompson
Notary Public.

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Cont

RELEASE OF DEED OF TRUST BY THE PUBLIC TRUSTEE

Know All Men by These Presents, That, Whereas,
PAUL McCORMACK, ELIZABETH McCORMACK and ESTHER BOYLE

of the County of Mesa, in the State of Colorado, by their 5th day of February, A.D. 1970, certain DEED OF TRUST dated the 6th day of February, A.D. 1970, in book 943 of said County records, on page 448, 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
WM. E. RATEKIN and ELSA C. RATEKIN

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 said 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:

All that property conveyed in trust, in and by Document No. 983548 as recorded in the office of the County Clerk and Recorder of said Mesa County, Colorado, in Book and at Page aforesaid.

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 12th day of October, A.D. 1971.

Donald W. Kanaly (Seal)
As the Public Trustee in said County of Mesa.

The foregoing instrument was acknowledged before me this 12th day of October, 1971.

STATE OF COLORADO, }
County of Mesa } ss.

by Donald W. Kanaly as the
Public Trustee in said County of Mesa, Colorado.
Witness my hand and Official Seal.

My Commission expires September 13, 1972.

Annice M. Dunston
Notary Public.

The Public Trustee in said County of Mesa:

do hereby execute this release, the indebtedness secured by the above mentioned Deed of Trust having been fully paid.

.....
The legal holder of the indebtedness secured by said Deed of Trust.

By.....

97

192418

Book 965 Page 379 #1013106

OCT 13 1971 Time 3:30

Transamerica Title Insurance Co

A duly licensed and bonded abstracter, operating under certificate of authority granted by the State of Colorado, and whose bond is in force at the date of this certificate

Hereby Certifies

That the foregoing - 4 - entries numbered 94 to 97 constitute a true and correct abstract of all instruments on file or of record in the office of the County Clerk and Recorder of Mesa County, Colorado, affecting the title to the following described real estate located in said Mesa County, Colorado:

From September 28th, 1971, at 8:00 o'clock A. M.

Lot Fifteen (15) and Sixteen (16) in Block Sixty (60) in the City of Grand Junction, Mesa County, Colorado.

Dated this 14th day of October, A.D., 1971, at 8 o'clock A.M.

Transamerica Title Insurance Co

By

Richard B Williams

Authorized Signature

cp



Transamerica Title Insurance Co

MESA COUNTY BRANCH
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

Bh
827

Abstract No. 78599 "A"

THIS DEED, Made this 13th day of December, 1971, between

PAUL McCORMACK, ELIZABETH McCORMACK and ESTHER BOYLE

of the County of Mesa and State of Colorado, of the first part, and

GEORGE W. LINDLEY and DORIS I. LINDLEY

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

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One Dollar and Other Valuable Consideration-----

to the said parties of the first part in hand paid by the said parties 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 parties of the second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the following described lot or parcel of land, situate, lying and being in the County of Mesa and State of Colorado, to wit:

Lots 15 and 16 in Block 60 in the City of Grand Junction, and an easement for driveway through the East 12 feet of the North 60 feet of Lot 14 in Block 60 in the City of Grand Junction, and an easement for the purpose of egress and ingress to ashpit, over the East 4 feet of the South 30 feet of said Lot 14, said easements to be used as set forth in that certain Quit Claim Deed filed for record in the office of the Mesa County Clerk and Recorder on July 20, 1949 in Book 507 at Page 330, Mesa County, Colorado.
(Correction Deed)

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, 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 parties of the second part, their heirs and assigns forever. And the said parties of the first part, for themselves their heirs, executors, and administrators do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensembling and delivery of these presents are 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 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 peaceable possession of the said parties of the second part, their heirs 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

[Signature] Paul McCormack (SEAL)
Paul McCormack

[Signature] Elizabeth McCormack (SEAL)
Elizabeth McCormack

[Signature] Esther Boyle
Esther Boyle

STATE OF COLORADO,
County of Mesa) ss.

The foregoing instrument was acknowledged before me this 3RD day of January, 1972, by Paul McCormack, Elizabeth McCormack and Esther Boyle.

My Commission expires 02-9-75, Witness my hand and official seal.

[Signature] Glenn Brock
Notary Public

RECORDER'S STAMP

State Documentary Fee
Date SEP 18 1972
\$. No Fee

98

203535

Time 2:35 Book 983 Page 137 #1032290

SEP 18 1972

OCT 12 1971

DEED OF TRUST

STATE OF COLORADO, COUNTY OF MESA
RECORDED AT 11:26 O'CLOCK A.M. B
RECEPTION NO. 1012970 ANNIS M. DUNSTON, RECORDER

Loan #10213
SEP 18 1972

STATE OF COLORADO, COUNTY OF MESA
RECORDED AT 2:35 O'CLOCK P.M.
RECEPTION NO. 1032291

George W. Lindley
Doris I. Lindley
Annis M. Dunston

99.

203536

Time 2:35 Book 983 Page 138 #1032291

THIS DEED OF TRUST is made this 12th day of October, 1971, among the Trustor, GEORGE W. LINDLEY and DORIS I. LINDLEY

(herein "Borrower"), the Public Trustee of the County of MESA and State of Colorado (herein "Trustee"), and the Beneficiary, Mesa Federal Savings and Loan Association of Grand Junction, whose address is 131 North 6th Street, Grand Junction, Colorado 81501, (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited, and the trust herein created, irrevocably grants, bargains, sells, and conveys to Trustee, in trust, the following described property located in the County of MESA, State of Colorado:

Lots 15 and 16 in Block 60 in the City of Grand Junction. Together with all water and water rights, ditches and ditch rights belonging therewith and appurtenant thereto. Together with an easement for driveway through the East 12 feet of the North 60 feet of Lot 14 in Block 60 in the City of Grand Junction, and an easement for the purpose of egress and ingress to asphalt, over the East 4 feet of the South 30 feet of said Lot 14, said easements to be used as set forth in that certain Quit Claim Deed filed for record in the office of the Mesa County Clerk and Recorder on July 20, 1949 in Book 507 at Page 330, Mesa County, Colorado.

TOGETHER with all the improvements, tenements and appurtenances now or hereafter erected on the property, and all easements, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to or used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, natural gas, water, air and light; and including, but not limited to, all plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, washers, dryers, awnings, screens, blinds, shades, storm windows, storm doors, antennas, attached floor coverings, trees and plants; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by a certain note dated as of the date hereof (herein "Note"), in the principal sum of EIGHTEEN THOUSAND and No/100 Dollars (\$ 18,000.00 ---), with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1st, 1991; the payment of all other sums advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender and evidenced by promissory notes, provided that at no time shall this Deed of Trust secure future advances in excess of FOUR THOUSAND and No/100 Dollars (\$ 4,000.00 ---) (not including sums advanced in accordance herewith to protect the security of this Deed of Trust).

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to sell and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to easements and restrictions of record.

UNIFORM COVENANTS. Borrower further covenants and agrees as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Deed of Trust.

2. **Funds for Taxes and Insurance.** Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes, assessments and ground rents, if any, which may be levied on the Property, plus one-twelfth of yearly premium installments for fire and other hazard insurance covering the Property, plus one-twelfth of any yearly premiums for mortgage insurance, all as estimated initially and from time to time by Lender, to be applied by Lender to pay said taxes, assessments, insurance premiums and ground rents. No earnings or interest shall be payable to Borrower on the Funds. Lender shall have the right to hold the Funds in any manner Lender selects and may commingle the Funds with other monies held by Lender.

If the amount of the Funds held by Lender shall exceed at any time the amount deemed necessary by Lender to provide for the payment of taxes, assessments, insurance premiums and ground rents, as they fall due, such excess shall be credited to Borrower in such manner as Lender may determine. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency no later than thirty days prior to the date when the next such payment shall be due.

No. 99
cont'd Upon payment in full of the sums secured by this Deed of Trust, Lender shall credit to Borrower any Funds held by Lender.

If under paragraph 10 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply no later than the date of sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** All payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on future advances, if any, and last to the principal of the Note and to the principal of future advances, if any.

4. **Governmental Charges; Liens.** Borrower shall pay all taxes, assessments and other governmental charges, fines and impositions attributable to the Property and ground rents, if any, in accordance with paragraph 2 hereof or in such other manner as Lender may designate. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall, in good faith, contest the same by appropriate legal proceedings which shall operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured by insurance carriers satisfactory to Lender against loss by fire and such other hazards, casualties and contingencies as Lender shall designate in such amounts and for such periods, as Lender shall require. Borrower shall pay all premiums on insurance policies in accordance with paragraph 2 hereof or in such other manner as Lender may designate. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof. In the event of loss, Borrower shall give immediate written notice to Lender, and Lender may make proof of loss if not made promptly by Borrower. Each insurance carrier is hereby authorized and directed to make payment for such loss directly to Lender instead of to Borrower and Lender jointly. Lender is authorized and empowered to adjust and compromise any loss under insurance policies, to collect and receive insurance proceeds, and to apply the insurance proceeds or any part thereof at Lender's option to the restoration or repair of the Property damaged or to the reduction of the sums secured by this Deed of Trust in the order of application set forth in paragraph 3 hereof. If this Deed of Trust is foreclosed and the Property is sold or the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to purchaser or Lender as the case may be.

6. **Preservation and Maintenance of Property.** Borrower (i) shall not permit or suffer waste, impairment, or deterioration of the Property, (ii) shall not remove, demolish or alter any improvement now existing or hereafter erected upon the Property unless Lender shall consent thereto in writing, (iii) shall keep the Property in good repair and (iv) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in paragraphs 2, 4, 5 and 6 hereof, or if any action or proceeding is commenced which affects the Property or title thereto, or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, and arrangements and proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary to protect Lender's interests, including, but not limited to, disbursement of reasonable attorney fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7 shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable within thirty days of demand and shall bear interest from the date of disbursement at the rate stated in the Note or the highest permissible rate under applicable law, whichever is less; provided that Borrower shall have the right to repay such amounts in whole or in part at any time. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder. Lender shall not incur liability for any act Lender may or omit to do hereunder.

8. **Inspection.** Upon notice to Borrower, Lender may make or cause to be made reasonable entries upon and inspections of the Property.

9. **Acceleration.** Upon the occurrence of any of the following, all of the sums secured by this Deed of Trust shall be immediately due and payable at the option of Lender, without notice or demand, which Borrower hereby expressly waives:

- (a) default in payment of any sums due pursuant to paragraphs 1 and 2 hereof, which default is not cured prior to the due date of the next monthly installment, or
- (b) default in payment of any other sums secured by this Deed of Trust, or
- (c) default in the performance of any other covenant or agreement of Borrower in this Deed of Trust, or
- (d) the filing of an arrangement or a proceeding in bankruptcy by or against Borrower, initiation of insolvency proceedings by or against Borrower or assignment by Borrower for the benefit of Borrower's creditors, or
- (e) the sale or transfer of the Property, or any part thereof or interest therein, by Borrower without Lender's written consent (which consent maybe conditioned upon renegotiation of the interest rate of the Note); or
- (f) the enactment, after the date of this Deed of Trust, of any law deducting from the value of the Property for the purposes of taxation any lien thereon, or the change in any way of existing laws or the enactment of new laws for the taxation of mortgages or debt secured by mortgage, or governing the manner of the collection of any such taxes, so as to affect this Deed of Trust.

10. **Remedies.** In case of default hereunder, by Borrower, the Lender may file notice with the Trustee declaring such default and its election and demand that said property be advertised and sold (en masse or in parcels at the discretion of the Trustee), in accordance with the Colorado Statutes, and the Trustee shall thereupon proceed to advertise the same and sell the same at public auction at the main door of the County Court House of such County, all as provided by applicable law.

Trustee shall apply the proceeds of any sale in the following order:

- (a) to all costs and expenses incident to the sale, including, but not limited to, reasonable attorney fees;
- (b) to all sums secured by this Deed of Trust; and
- (c) the excess, if any, to the person legally entitled thereto, when established to Trustee's satisfaction.

11. **Assignment of Rents; Appointment of Receiver; Entry.** As further security hereunder, Lender shall be entitled to collect the rents of the Property, which rents Borrower hereby assigns to Lender; provided that Borrower shall, prior to the occurrence of any event which would permit acceleration under paragraph 9 hereof, have the right to collect and retain such rents as they become due and payable. Upon the occurrence of any event which would permit acceleration under paragraph 9 hereof, regardless of whether Lender elects to accelerate and regardless of the solvency of Borrower or the value of the Property, unless prohibited by applicable law, Lender or Lender's agent shall either:

- (a) be entitled to have a receiver appointed to enter upon, take possession of, manage and preserve the Property, and to collect the rents, issues and profits thereof, including those past due as well as those accruing thereafter, and apply the same as the court may direct; or
- (b) be entitled at any time, without notice, to enter upon and take possession of the Property, to perform any acts Lender deems necessary or proper to preserve the Property and to collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter, and to apply the same in any lawful manner, including the payment of reasonable management fees.

Lender or the receiver may also take possession of, and for rental purposes use, any personal property used by Borrower in the rental or leasing of the Property. The costs and expenses, including, but not limited to, receiver fees and premiums on receivers bonds, attorney fees, and agent compensation, incurred pursuant to the powers herein contained shall constitute additional indebtedness secured by this Deed of Trust. Lender shall apply such rents, issues and profits received by Lender to the sums secured by this Deed of Trust in such order as Lender determines. Lender shall be liable to account only for those rents, issues and profits actually received.

12. **Condemnation.** All awards, proceeds or damages, direct or consequential, in connection with any condemnation or injury to the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned and shall be paid to Lender to the extent of the sums secured by this Deed of Trust. Lender at Lender's option shall apply such awards, proceeds or damages to restoration of the Property or to payment of the sums secured by this Deed of Trust in the order of application set forth in paragraph 3 hereof. Lender is hereby authorized in the name of Borrower to execute and deliver valid acquittances thereof and to appeal from any such award.

13. **Waiver of Homestead, Curtesy, Dower, and Appraisalment Rights.** Borrower and Borrower's spouse hereby waive, release and convey all right of homestead exemption.

14. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

15. **Forbearance by Lender Not a Waiver.** Any delay by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The failure of Lender to exercise any option to accelerate maturity of the sums

No. 99

cont'd

secured by this Deed of Trust, the forbearance by Lender before or after the exercise of such option, or the withdrawal or abandonment of proceedings provided for by this Deed of Trust shall not be a waiver of the right to exercise such option or to accelerate the maturity of such sums by reason of any past, present or future event which would permit acceleration under paragraph 9 hereof. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the sums secured by this Deed of Trust. Lender's receipt of any awards, proceeds or damages under paragraphs 5 and 12 hereof shall not operate to cure or waive default by Borrower under paragraph 9 hereof.

16. Lender's Remedies Cumulative. All remedies of Lender are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently or independently.

17. Heirs and Assigns Bound; Number; Gender; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, executors, administrators, successors and assigns of Lender and Borrower. Wherever 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 covenants and agreements of Borrower shall be joint and several. The captions and heading of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

18. Notice. Any notice which either Borrower or Lender may give under this Deed of Trust shall be mailed to Lender at the Lender's address stated above and mailed to Borrower at the Property Address stated below, or at such other place as either Borrower or Lender may designate to the other in writing.

No. 99 IN WITNESS WHEREOF, we have set our hands and seals on the date first above set forth.
cont'd

George W. Lindley (SEAL)
George W. Lindley
Doris I. Lindley (SEAL)
Doris I. Lindley
555 Chipeta and 525 North 6th PO Box 125

INDEXED 1032291

STATE OF COLORADO, County of Mesa } ss.
I hereby certify that this instrument was filed for record in my office, at 2:35 SEP 18 1972 o'clock P. M., 19 983 and is duly recorded in book 138 page 138.
By Ann M. Donatelli Recorder
Deputy
Fees, \$ 6.25
Mae D. Edwards

STATE OF COLORADO } ss.
COUNTY OF MESA }
The foregoing instrument was acknowledged before me this 11th day of October, 19 71, by GEORGE W. LINDLEY and DORIS I. LINDLEY.
Witness my hand and official seal.
My notarial commission expires February 3, 1975.
Thomas V. Donatelli Notary Public

STATE OF COLORADO } ss.
COUNTY OF MESA }
The foregoing instrument was acknowledged before me this 14th day of September, 1972, by George W. Lindley and Doris I. Lindley.
Witness my hand and official seal.
My notarial commission expires November 4, 1974.
Mae D. Edwards Notary Public

Transamerica Title Insurance Co

A duly licensed and bonded abstractor, operating under certificate of authority granted by the State of Colorado, and whose bond is in force at the date of this certificate

Hereby Certifies

That the foregoing **-2-** entries numbered **98** to **99** constitute a true and correct abstract of all instruments on file or of record in the office of the County Clerk and Recorder of Mesa County, Colorado, affecting the title to the following described real estate located in said Mesa County, Colorado:

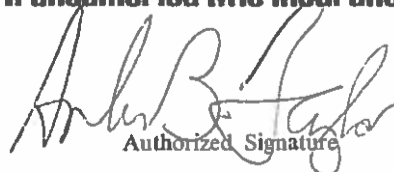
From October 14th, 1971, at 8:00 o'clock A. M.

Lots Fifteen (15) and Sixteen (16) in Block Sixty (60) in the City of Grand Junction.

Dated this **5th** day of **December**, A.D., 19 **73**, at 8 o'clock A.M.

Transamerica Title Insurance Co

By


Authorized Signature



Transamerica Title Insurance Co

MESA COUNTY BRANCH
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

Abstract No. **85105**

GEORGE W. LINDLEY and DORIS I. LINDLEY

whose address is Cedaredge,
County of Delta, State of
Colorado, for the consideration of Twenty
Six Thousand Five Hundred and no/100-----
dollars, in hand paid, hereby sell(s) and convey(s) to

State Documentary Fee
Date JAN 4 1974
\$. 265

ALVIS D. FETTER

whose address is Grand Junction, County of
Mesa, and State of Colorado, the following real property in the
County of Mesa, and State of Colorado, to wit:

Lots 15 and 16 in Block 60 in the City of Grand Junction,
and an easement for driveway through the East 12 feet of
the North 60 feet of Lot 14 in Block 60 in the City of Grand
Junction, and an easement for the purpose of egress and
ingress to ashpit, over the East 4 feet of the South 30 feet of
said Lot 14, said easements to be used as set forth in that
certain Quit Claim Deed filed for record in the office of the
Mesa County Clerk and Recorder on July 20, 1949 in Book 507
at Page 330;

with all its appurtenances, and warrant(s) the title to the same, subject to building and
zoning regulations, easements, reservations, and restrictive
covenants of record; 1974 taxes due and payable in 1975 and
all future taxes and assessments.

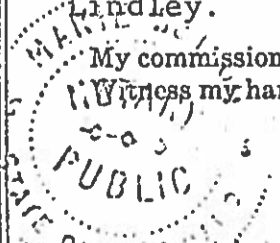
Signed this 4th day of January, 1974
George W. Lindley
George W. Lindley

Doris I. Lindley
Doris I. Lindley

STATE OF COLORADO,
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 4th
day of January, 1974, by George W. Lindley and Doris I.
Lindley.

My commission expires November 4, 1974.
Witness my hand and official seal.



Carrie M. Deenston
Notary Public

Notary Acknowledgment.—If by natural person or persons here insert name or names; if by person acting in representative or
official capacity or as attorney-in-fact then insert name of person as executor attorney-in-fact or other capacity or descrip-
tion; if by officer of corporation then insert name of such officer or officers as the president or other officers of such cor-
poration naming it.

100
219338
Time 4:14 Book 1007 Page 702 #1059901
JAN 4 1974

STATE OF COLORADO, COUNTY OF MESA

JAN 4 1974

DEED OF TRUST

RECEIVED AT 4:14 O'CLOCK P M
RECEIPTION NO. 1059902 ANNIE M. DUNSTON, RECORDER

THIS DEED OF TRUST is made this 4th day of January, 1974, among the Trustor, ALVIS D. FETTER

(herein "Borrower"), the Public Trustee of the County of Mesa and State of Colorado (herein "Trustee"), and the Beneficiary, Mesa Federal Savings and Loan Association of Grand Junction, whose address is 131 North 6th Street, Grand Junction, Colorado 81501, (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited, and the trust herein created, irrevocably grants, bargains, sells, and conveys to Trustee, in trust, the following described property located in the County of Mesa, State of Colorado:

Lots 15 and 16 in Block 60 in the City of Grand Junction; Together with an easement for driveway through the East 12 feet of the North 60 feet of Lot 14 in Block 60 in the City of Grand Junction, and an easement for the purpose of egress and ingress to ashpit, over the East 4 feet of the South 30 feet of said Lot 14, said easements to be used as set forth in that certain Quit Claim Deed filed for record in the office of the Mesa County Clerk and Recorder on July 20, 1949 in Book 507 at Page 330; Mesa County, Colorado;

101

219339

Time 4:14 Book 1007 Page 703 #1059902

JAN 4 1974

TOGETHER with all the improvements, tenements and appurtenances now or hereafter erected on the property, and all easements, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to or used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, natural gas, water, air and light; and including, but not limited to, all plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, washers, dryers, awnings, screens, blinds, shades, storm windows, storm doors, antennas, attached floor coverings, trees and plants; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by a certain note dated as of the date hereof (herein "Note"), in the principal sum of TWENTY ONE THOUSAND TWO HUNDRED and NO/100 Dollars (\$--21,200.00--), with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 1999; the payment of all other sums advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender and evidenced by promissory notes, provided that at no time shall this Deed of Trust secure future advances in excess of FIVE THOUSAND and NO/100 Dollars (\$--5,000.00--) (not including sums advanced in accordance herewith to protect the security of this Deed of Trust).

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to sell and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to easements and restrictions of record.

UNIFORM COVENANTS. Borrower further covenants and agrees as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Deed of Trust.

2. **Funds for Taxes and Insurance.** Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes, assessments and ground rents, if any, which may be levied on the Property, plus one-twelfth of yearly premium installments for fire and other hazard insurance covering the Property, plus one-twelfth of any yearly premiums for mortgage insurance, all as estimated initially and from time to time by Lender, to be applied by Lender to pay said taxes, assessments, insurance premiums and ground rents. No earnings or interest shall be payable to Borrower on the Funds. Lender shall have the right to hold the Funds in any manner Lender selects and may commingle the Funds with other monies held by Lender.

If the amount of the Funds held by Lender shall exceed at any time the amount deemed necessary by Lender to provide for the payment of taxes, assessments, insurance premiums and ground rents, as they fall due, such excess shall be credited to Borrower in such manner as Lender may determine. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency no later than thirty days prior to the date when the next such payment shall be due.

Upon payment in full of the sums secured by this Deed of Trust, Lender shall credit to Borrower any Funds held by Lender.

If under paragraph 10 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply no later than the date of sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** All payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on future advances, if any, and last to the principal of the Note and to the principal of future advances, if any.

4. **Governmental Charges; Liens.** Borrower shall pay all taxes, assessments and other governmental charges, fines and impositions attributable to the Property and ground rents, if any, in accordance with paragraph 2 hereof or in such other manner as Lender may designate. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall, in good faith, contest the same by appropriate legal proceedings which shall operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured by insurance carriers satisfactory to Lender against loss by fire and such other hazards, casualties and contingencies as Lender shall designate in such amounts and for such periods, as Lender shall require. Borrower shall pay all premiums on insurance policies in accordance with paragraph 2 hereof or in such other manner as Lender may designate. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof. In the event of loss, Borrower shall give immediate written notice to Lender, and Lender may make proof of loss if not made promptly by Borrower. Each insurance carrier is hereby authorized and directed to make payment for such loss directly to Lender instead of to Borrower and Lender jointly. Lender is authorized and empowered to adjust and compromise any loss under insurance policies, to collect and receive insurance proceeds, and to apply the insurance proceeds or any part thereof at Lender's option to the restoration or repair of the Property damaged or to the reduction of the sums secured by this Deed of Trust in the order of application set forth in paragraph 3 hereof. If this Deed of Trust is foreclosed and the Property is sold or the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to purchaser or Lender as the case may be.

6. **Preservation and Maintenance of Property.** Borrower (i) shall not permit or suffer waste, impairment, or deterioration of the Property, (ii) shall not remove, demolish or alter any improvement now existing or hereafter erected upon the Property unless Lender shall consent thereto in writing, (iii) shall keep the Property in good repair and (iv) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in paragraphs 2, 4, 5 and 6 hereof, or if any action or proceeding is commenced which affects the Property or title thereto, or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, and arrangements and proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary to protect Lender's interests, including, but not limited to, disbursement of reasonable attorney fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7 shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable within thirty days of demand and shall bear interest from the date of disbursement at the rate stated in the Note or the highest permissible rate under applicable law, whichever is less; provided that Borrower shall have the right to repay such amounts in whole or in part at any time. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder. Lender shall not incur liability for any act Lender may do or omit to do hereunder.

8. **Inspection.** Upon notice to Borrower, Lender may make or cause to be made reasonable entries upon and inspections of the Property.

9. **Acceleration.** Upon the occurrence of any of the following, all of the sums secured by this Deed of Trust shall be immediately due and payable at the option of Lender, without notice or demand, which Borrower hereby expressly waives:

- (a) default in payment of any sums due pursuant to paragraphs 1 and 2 hereof, which default is not cured prior to the due date of the next monthly installment, or
- (b) default in payment of any other sums secured by this Deed of Trust, or
- (c) default in the performance of any other covenant or agreement of Borrower in this Deed of Trust, or
- (d) the filing of an arrangement or a proceeding in bankruptcy by or against Borrower, initiation of insolvency proceedings by or against Borrower or assignment by Borrower for the benefit of Borrower's creditors, or
- (e) the sale or transfer of the Property, or any part thereof or interest therein, by Borrower without Lender's written consent (which consent maybe conditioned upon renegotiation of the interest rate of the Note), or
- (f) the enactment, after the date of this Deed of Trust, of any law deducting from the value of the Property for the purposes of taxation any lien thereon, or the change in any way of existing laws or the enactment of new laws for the taxation of mortgages or debt secured by mortgage, or governing the manner of the collection of any such taxes, so as to affect this Deed of Trust.

10. **Remedies.** In case of default hereunder, by Borrower, the Lender may file notice with the Trustee declaring such default and its election and demand that said property be advertised and sold (en masse or in parcels at the discretion of the Trustee), in accordance with the Colorado Statutes, and the Trustee shall thereupon proceed to advertise the same and sell the same at public auction at the main door of the County Court House of such County, all as provided by applicable law.

Trustee shall apply the proceeds of any sale in the following order:

- (a) to all costs and expenses incident to the sale, including, but not limited to, reasonable attorney fees;
- (b) to all sums secured by this Deed of Trust; and
- (c) the excess, if any, to the person legally entitled thereto, when established to Trustee's satisfaction.

11. **Assignment of Rents; Appointment of Receiver; Entry.** As further security hereunder, Lender shall be entitled to collect the rents of the Property, which rents Borrower hereby assigns to Lender; provided that Borrower shall, prior to the occurrence of any event which would permit acceleration under paragraph 9 hereof, have the right to collect and retain such rents as they become due and payable. Upon the occurrence of any event which would permit acceleration under paragraph 9 hereof, regardless of whether Lender elects to accelerate and regardless of the solvency of Borrower or the value of the Property, unless prohibited by applicable law, Lender or Lender's agent shall either:

- (a) be entitled to have a receiver appointed to enter upon, take possession of, manage and preserve the Property, and to collect the rents, issues and profits thereof, including those past due as well as those accruing thereafter, and apply the same as the court may direct; or
- (b) be entitled at any time, without notice, to enter upon and take possession of the Property, to perform any acts Lender deems necessary or proper to preserve the Property and to collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter, and to apply the same in any lawful manner, including the payment of reasonable management fees.

Lender or the receiver may also take possession of, and for rental purposes use, any personal property used by Borrower in the rental or leasing of the Property. The costs and expenses, including, but not limited to, receiver fees and premiums on receivers bonds, attorney fees, and agent compensation, incurred pursuant to the powers herein contained shall constitute additional indebtedness secured by this Deed of Trust. Lender shall apply such rents, issues and profits received by Lender to the sums secured by this Deed of Trust in such order as Lender determines. Lender shall be liable to account only for those rents, issues and profits actually received.

12. **Condemnation.** All awards, proceeds or damages, direct or consequential, in connection with any condemnation or injury to the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned and shall be paid to Lender to the extent of the sums secured by this Deed of Trust. Lender at Lender's option shall apply such awards, proceeds or damages to restoration of the Property or to payment of the sums secured by this Deed of Trust in the order of application set forth in paragraph 3 hereof. Lender is hereby authorized in the name of Borrower to execute and deliver valid acquittances thereof and to appeal from any such award.

13. **Waiver of Homestead, Curtesy, Dower, and Appraisement Rights.** Borrower and Borrower's spouse hereby waive, release and convey all right of homestead exemption.

14. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

15. **Forbearance by Lender Not a Waiver.** Any delay by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The failure of Lender to exercise any option to accelerate maturity of the sums

secured by this Deed of Trust, the forbearance by Lender before or after the exercise of such option, or the withdrawal or abandonment of proceedings provided for by this Deed of Trust shall not be a waiver of the right to exercise such option or to accelerate the maturity of such sums by reason of any past, present or future event which would permit acceleration under paragraph 9 hereof. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the sums secured by this Deed of Trust. Lender's receipt of any awards, proceeds or damages under paragraphs 5 and 12 hereof shall not operate to cure or waive default by Borrower under paragraph 9 hereof.

16. Lender's Remedies Cumulative. All remedies of Lender are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently or independently.

17. Heirs and Assigns Bound; Number; Gender; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, executors, administrators, successors and assigns of Lender and Borrower. Wherever 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 covenants and agreements of Borrower shall be joint and several. The captions and heading of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

18. Notice. Any notice which either Borrower or Lender may give under this Deed of Trust shall be mailed to Lender at the Lender's address stated above and mailed to Borrower at the Property Address stated below, or at such other place as either Borrower or Lender may designate to the other in writing.

IN WITNESS WHEREOF, we have set our hands and seals on the date first above set forth.

101
cont'd

Alvis D. Fetter (SEAL)
Alvis D. Fetter

(SEAL)

555 Chipeta Avenue and 525 North 6th Street
Grand Junction, Colorado
Property Address
Grand Junction, Colorado
Borrower's Address

STATE OF COLORADO }
COUNTY OF MESA } ss.
The foregoing instrument was acknowledged before me this 4th day of January, 1974,
by ALVIS D. FETTER
Witness my hand and official seal.
My notarial commission expires November 4, 1974. *Marie Linton* Notary Public

STATE OF COLORADO }
COUNTY OF } ss.
The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
by _____
Witness my hand and official seal.
My notarial commission expires _____ Notary Public

JAN 4 1974

Recorded at 4:15 o'clock
Reception No. 1059903

P. M.

Book

Page

Recorder

Ann M. Dunston

State of Colorado
County of Mesa) ss.

DEED OF TRUST

THIS INDENTURE, Made this 4th day of January, 1974,
between

ALVIS D. FETTER

Whose address is 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 his promissory
note (hereinafter designated "note") bearing even date herewith for the total principal sum of
- - - - - SIX THOUSAND AND NO/100 - - - - - Dollars,
payable to the order of

MESA COUNTY TEACHERS FEDERAL CREDIT UNION

whose address is 618 Rood Avenue
Grand Junction, Colorado

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- - - in monthly installments - - -
after date thereof, with interest thereon from the date thereof at the rate of twelve per
cent per annum payable in sixty (60) monthly installments of \$133.46 each,
with the first payment commencing on or before February 4, 1974, and
payable on or before the 4th day of each month thereafter until fully
paid, with said payments applied first to interest and then principal.

219340

(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:

Lots 15 and 16 in Block 60 in
the City of Grand Junction, and
an easement for driveway through
the East 12 feet of the North
60 feet of Lot 14 in Block 60 in
the City of Grand Junction, and
an easement for the purpose of
egress and ingress to ashpit,
over the East 4 feet of the
South 30 feet of said Lot 14,
said easements to be used as
set forth in that certain Quit
Claim Deed filed for record in
the Office of the Mesa County
Clerk and Recorder on July 20,
1949 in Book 507 at Page 330,
Mesa County, Colorado.

Time 4:15 Book 1007 Page 707 #1059903

JAN 4 1974

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 Homestead and other Exemptions; and further warrants that said premises are free and clear of all liens and encumbrances (except as herein specified); EXCEPT the lien of a First Deed of Trust in favor of Mesa Federal Savings & Loan Association.

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 anyway 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.

Alvis D. Fetter (Seal)
Alvis D. Fetter
.....(Seal)
.....(Seal)

STATE OF COLORADO }
County of Mesa, } ss.

The foregoing instrument was acknowledged before me this 4th day of January, 1974.

By Alvis D. Fetter

Witness my hand and official seal.

My notarial commission expires

February 2, 1976



J. D. Mattow
Notary Public.

102 cont'd

Recorded at 3:20 o'clock P.M. JAN 7 1974

BOOK 1007 PAGE 761

State of Colorado
County of Mesa

Reception No. 1059974

Annice M. Decker
Clerk and Recorder

RELEASE OF DEED OF TRUST BY THE PUBLIC TRUSTEE

Know All Men by These Presents, That, Whereas,

George W. Lindley and Doris I Lindley

of the County of Mesa, in the State of Colorado, by their certain DEED OF TRUST dated the 12th day of October, A.D. 19 71, and duly recorded in the office of the County Clerk and Recorder of the County of Mesa, in the State of Colorado, on the 12th day of October *, A.D. 19 71, in book 965 ** of said County records, on page 225 *** 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 Mesa Federal Savings and Loan Association of Grand Junction

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 said 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:

All that property conveyed in trust, in and by Document No. 1012970 *** as recorded in the office of the County Clerk and Recorder of said Mesa County, Colorado, in Book and at Page aforesaid.

- *September 18, 1972
- **Book 983
- ***Page 138
- ****Reception No. 1032291

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 thereto 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 7th day of January, A.D. 19 74

Donald W. Kanaly (Seal)
As the Public Trustee in said County of Mesa.

STATE OF COLORADO, }
County of Mesa }

The foregoing instrument was acknowledged before me this 7th day of January, 19 74,

by Donald W. Kanaly as the Public Trustee in said County of Mesa, Colorado. Witness my hand and Official Seal.

My Commission expires August 9, 1977.

The Public Trustee in said County of Mesa:

Jennie Cochrane
Notary Public.

Please execute this release, the indebtedness secured by the above mentioned Deed of Trust having been fully paid.

The legal holder of the indebtedness secured by said Deed of Trust.

By.....

103

219370

Time 3:20 Book 1007 Page 761 #1059974

JAN 7 1974

RELEASE OF DEED OF TRUST BY THE PUBLIC TRUSTEE

Know All Men by These Presents, That, Whereas,
George W. Lindley and Doris I. Lindley

of the County of Mesa, in the State of Colorado, by their certain DEED OF TRUST dated the
12th day of October, A.D. 1971, and duly recorded in the office of the
County Clerk and Recorder of the County of Mesa, in the State of Colorado, on the 12th
day of October, A.D. 1971, in book 965 of said County records, on page 229
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
Clarence Boyle and Esther Boyle, as joint tenants

the payment of the indebtedness mentioned therein.

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

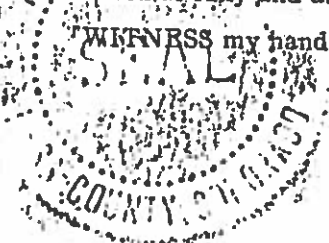
NOW, THEREFORE, At the request of the legal holder of the indebtedness secured by said Deed
of Trust, and in consideration of the premises, and in further consideration of the sum of Three Dollars,
to me in hand paid, the receipt whereof is hereby acknowledged, I, as the Public Trustee in said County
of Mesa, do hereby remise, release and quit-claim unto the present owner or owners of said 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:

All that property conveyed in trust, in and by Document
No. 1012971 as recorded in the office of the County
Clerk and Recorder of said Mesa County, Colorado, in Book
and at Page aforesaid.

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 appur-
tenances, 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.

WITNESSE my hand and seal, this 7th day of January, A.D. 1974



Donald W. Kanaly (Seal)
As the Public Trustee in said County of Mesa.

STATE OF COLORADO, }
County of Mesa } ss.

The foregoing instrument was acknowledged before me this
7th day of January, 1974

by Donald W. Kanaly as the
Public Trustee in said County of Mesa, Colorado.
Witness my hand and Official Seal.

My Commission expires August 9, 1977

The Public Trustee in said County of Mesa:

Ann M. D...
Notary Public.

Please execute this release, the indebtedness secured by the above mentioned Deed of Trust having
been fully paid.

The legal holder of the indebtedness secured by said Deed of Trust.

By.....

104

219381

Time 3:20 Book 1007 Page 772 #1059985

JAN 7 1974

Transamerica Title Insurance Co

A duly licensed and bonded abstractor, operating under certificate of authority granted by the State of Colorado, and whose bond is in force at the date of this certificate

Hereby Certifies

That the foregoing -5- entries numbered 100 to 104 constitute a true and correct abstract of all instruments on file or of record in the office of the County Clerk and Recorder of Mesa County, Colorado, affecting the title to the following described real estate located in said Mesa County, Colorado:

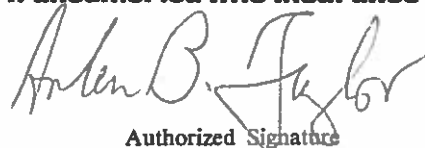
From December 5th, 1973, at 8:00 o'clock A. M.

Lots Fifteen (15) and Sixteen (16) in Block Sixty (60) in the City of Grand Junction.

Dated this 8th day of January, A.D., 19 74, at 8 o'clock A.M.

Transamerica Title Insurance Co

By



Authorized Signature



Transamerica Title Insurance Co

MESA COUNTY BRANCH
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

Abstract No. 85105-2

This is to certify that we have examined the Abstract of Title to Lots Numbered Fifteen (15) and Sixteen (16) in Block Numbered Sixty (60) of the City of Grand Junction, Colorado; which Abstract consists of eleven entries.

And we find from said Abstract that the fee simple title to said lots is in Mary A. Jaynes, free of incumbrance so far as said Abstract shows. The taxes, general and sewer taxes, for 1903 are not shown to have been paid; therefore the tax receipts for both these taxes should be exhibited.

Dated at Grand Junction, Colorado, this 21st day of April,
A.D. 1904.

Cornaham & Van Hoorbik

Attorneys.

Public Trustee's Office, Mesa County, Colorado

RECEIPT FOR RELEASE OF TRUST DEED

Grand Junction, Colorado, August 2 19 78

Received of Grand Junction Elder American Center

B1007

Release Fee \$ 5.00

Trust Deed Doc. No. 1059902 p 703

Recording Fee \$ 2.00

Note Amount \$ 21,200.00

Total \$ 7.00

Other _____

Check Cash

GENA M. HARRISON, Mesa County Public Trustee

By Lena Austin

Return To:

Name Same

Street No. 550 Quay

City Grand Junction

PAID 09153 AUG 278

7.00 -