

73017
61529

Cunningham

46136

No. 34570

72353

ABSTRACT of TITLE

TO

Lot 5 in Block 2 South 5th Street
Subdivision, Mesa County, Colorado.

J. P. Martin

Prepared by

The Mesa County Abstract Co.

Member of Colorado and American Title Associations

531 Rood Avenue

GRAND JUNCTION, MESA COUNTY, COLO.

10-55-2M Wilson & Young

8 9 3 6

THE MESA COUNTY ABSTRACT COMPANY

GRAND JUNCTION, COLO.

ESTABLISHED 1885.

INCORPORATED 1893.

The only Set of Abstract Books in Mesa County, Colorado.

ABSTRACT OF TITLE

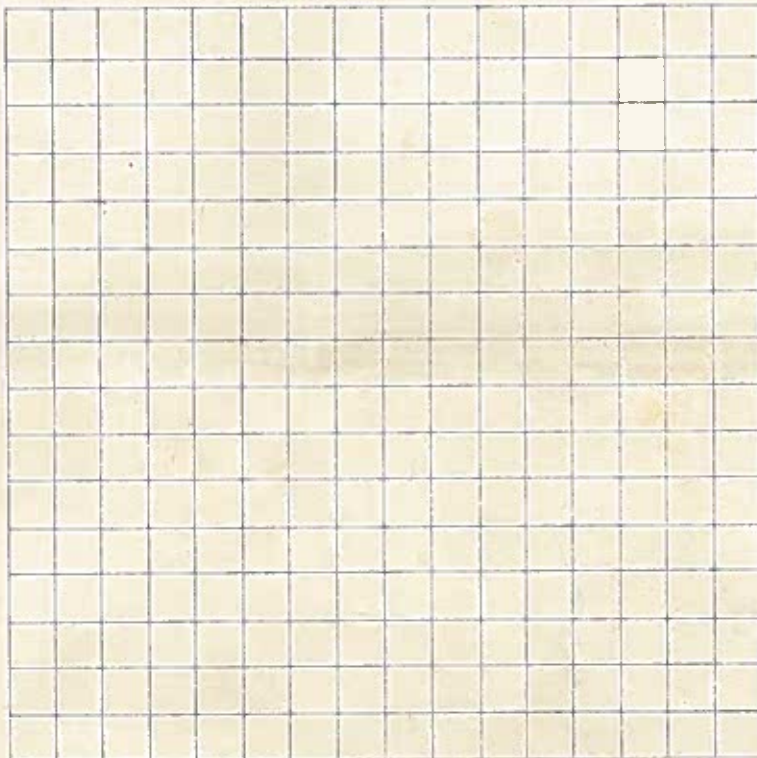
INDEXED
J. W. McB.
FHL 98

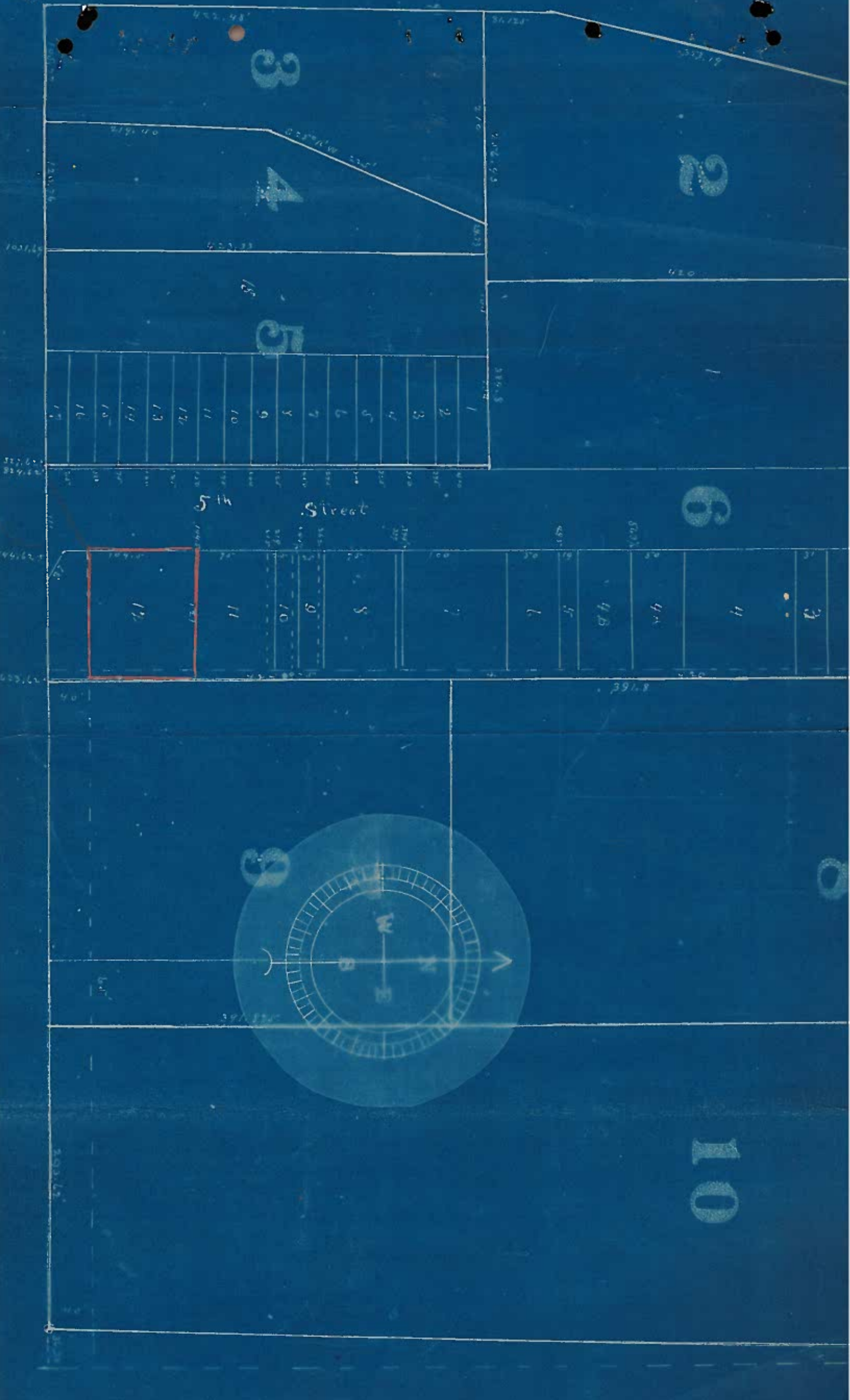
TO

Beginning at a point 744.62 feet west of and 40 feet north of the center stake of Section Twenty-three (Sec 23) in Township One South (T 1 S) of Range One West (R 1 W) of the Ute Meridian; thence running North along the east line of Fifth Street, Grand Junction, 104 feet and 5 inches; thence East 121 feet more or less; thence South 104 feet and 5 inches; thence West 121 feet more or less to the place of beginning.

SITUATE IN

MESA COUNTY, STATE OF COLORADO.





10

1
#G-28065
Book 13
Page 213
Nov 1 1882
4:30 P.M.

The Grand Junction Town
Company by George A
Crawford, Prest.

DECLARATION OF OCCUPANCY. Oct 20,
1882. Clamis by right of occu-
pancy the NW $\frac{1}{4}$ Sec 23, T 1S, R 1W
Ute Meridian. Acknowledged Oct 20
1882 before W J Miller, N.P.
Gunnison, Co., Colorado. (LS)

2
#G-29423
Book 13
Page 119
Dec 29 1882
4:00 P.M.

William Green
Anna M Greene
to
Mrs Mary Haggerty

QUITCLAIM DEED. Dec 28, 1882. \$25
Conveys: 2 acres more or less
Beginning at a point 40 rods west
from SE corner of NW $\frac{1}{4}$ Sec 23, T 1S,
R 1W Ute Meridian; thence North
427 ft; thence West 204 ft; thence South 427 feet; thence
East 204 ft to point of beginning. Acknowledged Dec 28,
1882 before W J Miller, N.P. Mesa Co., Colo. (LS)

3
#1008
Book 10
Page 128
Nov 5 1883
9:00 A.M.

Fred J Leonard Receiver
Gunnison Colo.
to
W J Miller, Mayor of
town of Grand Junction
in trust for inhabitants
thereof

RECEIVER'S RECEIPT #132 Ute Series
Nov 2, 1883. \$759.43. Conveys:
S $\frac{1}{2}$ NW $\frac{1}{4}$ Sec 23, T 1S, R 1W Ute Mer.
(and other land) Subject to right
of way of the D & R G Ry and
D. S.P & P RR.

4
#1599
Book 7
Page 241
Mch 13 1884
5:00 P.M.

Thomas B Crawford,
Commissioner. W J Mil-
ler, Mayor. (seal)
to
Mary Haggerty

DEED. Mch 13, 1884. \$17.79.
The Corporate Authorities of the
Town of Grand Junction, party of
1st part, did on the 2nd day of
Nov, 1883 enter at the proper
Land office as part of the town-
site of Grand Junction the S $\frac{1}{2}$ NW $\frac{1}{4}$
Sec 23, T 1S, R 1W Ute Meridian (and other land) in trust
for the several use and benefit of the occupants thereof
and whereas W J Miller, Mayor of said town on behalf of
the corporate authorities thereof did within 30 days after
the entry aforesaid give public notice of said entry by
posting notices thereof in 3 public places within said town
and by publishing notice in a newspaper published in said
town once a week for 3 successive weeks. Whereas 90 days
since 1st publication have expired, and whereas said Cor-
porate Authorities did on Oct 30, 1882 appoint Thomas B
Crawford a Commissioner to sell and convey any land or
real estate thereafter to be entered by said corporate
authorities in trust for the several use and benefit of th
occupants thereof under the provisions of an Act of the
General Assembly, approved Mch 1, 1881. Thomas B Crawford
has since qualified as Commissioner. Conveys: Beginning
at the point 623.62 ft west of the center stake of Sec 23,
T 1S, R 1W Ute Meridian; thence North 424.875 ft; thence
West 204 ft; thence South 424.1 ft; thence East along
quarter section line 204 ft to point of beginning, (and
other land) Acknowledged Mch 13, 1884 by Thomas B Crawford
known to be Commissioner mentioned and by W J Miller, known
to be Mayor of Grand Junction before Henry R Rhone, N.P.
Mesa Co., Colo. (seal)

5
#1605
Book 3
Page 322
Mch 15 1884
4:05 P.M.

Mrs Mary Haggerty
to
Henry F Barnard
for the use of
Wm T Perkins.

TRUST DEED. Mch 15, 1884. \$1.00
Conveys: Beginning at a point
623.62 ft west of the center
stake of Sec 23, T 1S, R 1W Ute
Meridian; thence North 424 7/8 ft;
thence West 204 ft; thence South
424.1 ft; thence East along quar-
ter section line 204 ft to beginning. (and other land) To
secure note of even date for \$200 with interest at 2% per
month. Acknowledged Mch 15, 1884 before J A Layton,
County Clerk & Recorder, Mesa Co., Colo. (seal)

6
#1789
Book 10
Page 297
May 7 1884
4:10 P.M.

The Town of Grand
Junction
to
Thomas B Crawford,
Commissioner

AN ORDINANCE To Appoint and Author-
ize Thomas B Crawford to Act as a
Commissioner to sell any lands or
real estate within the corporate
Limits of the Town of Grand Junc-
tion which may hereafter be enter-
ed in any Land Office by the
Town. Be it ordained by the Board of Trustees of the
Town of Grand Junction. Seal. That Thomas B Crawford be
and is hereby appointed and is authorized to act as a Com-
missioner 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 of such real estate under
provisions of an Act of the General Assembly of Colorado
approved Mch 14, 1881. Approved Oct 30, 1882. Charles F
Shanks Mayor. P H Westmoreland, Clerk & Recorder. Cer-
tificate May 7, 1884 by W E Shaffer, Recorder of the Town
of Grand Junction that the above and foregoing is true copy
of Ordinance appointing Thomas B Crawford Commissioner of
Deeds, passed by the Board of Trustees of said Town Oct 30,
1882. (seal)

7
#2812
Book 14
Page 177
June 16 1885
4:40 P.M.

Mary Haggerty
to
J O Bradish, trustee
for the use of
A B Clark.

TRUST DEED. June 16, 1885. \$1.00
Conveys: Beginning at a point
623.62 ft west of center stake of
Sec 23, T 1S, R 1W Ute Meridian;
thence North 424.872 ft; thence
West 204 ft; thence South 424.1 ft
thence East along the quarter section line 204 ft to begin-
ning, (and other lands) To secure note of even date for
\$275, payable 3 years from date with 6 interest coupons.
Acknowledged June 16, 1885 before J A Layton, Clerk &
Recorder, Mesa Co., Colo. (seal) by Geo M Huskins, Deputy.

8
#2884
Book 4
Page 72
June 27 1885
10:30 A.M.

Henry F Barnard
to
Mrs Mary Haggerty

RELEASE DEED. June 22, 1885. \$1.00
Releasing trust deed dated Mch 15,
1884; recorded Mch 15 1884 in
Book 3, page 322 to secure to
Wm T Perkins payment of note. Note paid. Conveys: Beg-
inning at a point 623.62 ft west of the center stake of
Sec 23, T 1S, R 1W Ute Meridian; thence North 424.875 ft
thence West 204 ft; thence South 424.1 ft; thence East
along quarter section line 204 ft to place of beginning.
(and other land) Acknowledged June 23, 1885 before Frank
D Andrew, N.P. Wayne Co. Mich. (seal) Certificate June
23, 1885 by John J Enright, Clerk of Wayne Co. Mich, by
Wm P Land, Deputy that Frank D Andrews was at date of
above acknowledgment duly qualified Notary Public. (sal)

9
#3581
Book 4
Page 108
Mch 15 1886
3:35 P.M.

J O Bradish
to
Mary Haggerty

RELEASE DEED. Mch 15, 1886. \$1.00
Releasing trust deed dated June 16
1885; recorded June 16, 1885 in
Book 14, page 177, to secure to

A B Clark payment of note. Note paid. Beginning at a point on the north boundary line of said tract where the same is intersected by the west line of 5th St, Grand Junction extended, said point being 1794 feet & 11 inches south of the SE corner of Block 162 Grand Junction; thence South on extension of west line of 5th street, 844 ft & 5 inches to a point on the south boundary line of SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec 23, T 1S, R 1W Ute Meridian; thence East on said south boundary line to the east boundary line of said Haggerty land; thence North 844 ft and 5 inches to the north boundary line of said Haggerty land; thence West to beginning. Being all that tract conveyed by said trust deed lying east of west boundary line of said 5 th Street, as to the above described tract. Acknowledged Mch 15, 1886 before James W Busklin, N.P. Mesa Co., Colo. (seal)

10
#27228
Book 63
Page 244
Mch 26 1898
8:00 A.M.

Morris Haggerty
to
A J Stansbary

WARRANTY DEED Mch 23 1898. \$100.
Conveys: An undivided $\frac{1}{2}$ interest
in: Beginning at a point 744.62 ft
west and 40 ft north of center

stake of Sec 23, T 1S, R 1W Ute Meridian on the east line of 5th st. Grand Junction; thence North along said east line of 5th st, 104 $\frac{5}{12}$ ft; thence East 121 ft more or less; thence South 104 $\frac{5}{12}$ ft; thence West 121 ft more or less to place of beginning. Acknowledged Mch 23, 1898 before Guy V Sternberg, N.P. Mesa Co., Colo (seal) Com. expires Oct 5, 1899.

11
#27229
Book 46
Page 554
Mch 26 1898
8:05 A.M.

Morris Haggerty, Guardian of person and estate of Morris Haggerty Jr, and Frank Haggerty, minor heirs of Mary Haggerty, deceased.

to
A J Stansbary

GUARDIAN'S DEED. Mch 22, 1898. \$100. On Dec 15, 1898 the District Court of the 7th Judicial District of Colorado authorizing said 1st party to sell certain real estate of the above named heirs, more particularly described in said order and by virtue of said order 1st party on Jan 15, 1898 at private

sale offered said land for sale and said date the party of 2nd part became purchaser of that portion of said real estate hereinafter described for the sum of \$100 being the highest and best bid for said real estate and said Court did on Mch 9, 1898 make an order confirming said sale and directing conveyance to be made to party of second part of interest of said minor heirs. Conveys: An undivided $\frac{1}{2}$ interest in Beginning at a point 744.62 feet west and 40 ft north of the center stake of Sec 23, T 1S, R 1W Ute Mer. on the east line of 5th st, Grand Junction; thence North along said east line of 5th st, 104. $\frac{5}{12}$ ft; thence East 121 ft more or less; thence South 104 $\frac{5}{12}$ ft; thence West 121 ft more or less to beginning. Acknowledged Mch 23, 1898, before Guy V Sternberg, N.P. Mesa Co., Colo. (seal) Commission expires Oct 5, 1899.

12
#28419
Book 63
Page 540
Dec 3 1898
4:30 P.M.

Morris Haggerty
to
David Eachus

WARRANTY DEED. Mch 22, 1898. \$75.
Conveys: Undivided $\frac{1}{2}$ Beginning at
a point 744.62 ft west and 144 ft
North of center stake of Sec 23,
T 1S, R 1W Ute Meridian; thence
North 75 ft; thence East 121 ft more or less; thence South
75 ft; thence West 121 ft more or less to beginning. Ac-
knowledged Nov 23, 1898 before Guy V Sternberg, N.P. Mesa
Co., Colo. (seal) Commission expires Oct 5, 1898.

13
#28420
Book 66
Page 26
Dec 3 1898
4:35 P.M.

Morris Haggerty Guard-
ian of the person and estate
of Morris Haggerty Jr and
Frank Haggerty, minor heirs
of Mary Haggerty, deceased
to
David Eachus

GUARDIAN'S DEED Mch 22, 1898.
\$75. Whereas on Dec 15,
1897 the District Court of
Mesa Co., Colo. made order of
sale authorizing said party
of 1st part to sell real
estate of above minors descri-
bed in said order, same being
an undivided $\frac{1}{2}$ interest there
in. By virtue of said order,
private sale, offered for sale in separate parcels, and
at said sale 2nd party became purchaser of that portion of
the real estate described for \$75, the same being the
highest and best bid. Sale confirmed by District Court
March - - 1898, and directing conveyance to be made. Con-
veys all right, title and interest of said minors in and to
Beginning at a point 744.62 ft west and 144 ft north of
center stake of Sec 23, T 1S, R 1W Ute Meridian; thence
North 75 ft; thence East 121 ft more or less; thence South
75 ft; thence West 121 ft more or less to beginning, said
interest being an undivided $\frac{1}{2}$ of said land. Acknowledged
Nov 23, 1898 before Guy V Sternberg, N.P. Mesa Co., Colo.
(seal) Commission expires Oct 5, 1899.

14
#28742
Book 68
Page 13
Feb 1 1899
10:30 A.M.

David Eachus
to
Sarah A Eachus

WARRANTY DEED. Feb 1, 1899. \$100.
Conveys: Beginning at a point
744.62 ft west and 144 ft north of
center stake of Sec 23, T 1S, R 1W
Ute Meridian, Thence North 75 ft;
thence East 121 ft more or less; thence South 75 ft; thence
West 121 ft more or less to beginning. Acknowledged Feb 1,
1899 before Guy V Sternberg, N.P. Mesa Co., Colo. (seal)
Commission expires Oct 5, 1899.

15
Book I
Page 17

Treasurer of Mesa Co.,
to
Delaplain & Crosby

TAX SALE #6032 Dec 23 1901, \$14.05
Sold: Frontage 104 ft & 5 inches
and 121 ft deep, 40 ft north of
the south line of city lts. Grand
Junction and east side of 5th street.

REDEEMED by The Mesa County National Bank, April 4, 1907

16
Book I
Page 110

Treasurer of Mesa Co.,
to
M O Delaplain

TAX SALE #6761 Dec 22 1902. \$5.78
Sold: Frontage of 104 $\frac{5}{12}$ ft and
121 ft deep, 40 ft north of the
south line of city limits of
Grand Junction and east side of 5th st in Sec 23, T 1S, R 1W

REDEEMED by The Mesa County National Bank, April 4, 1907

#47149
Book 92
Page 381
Dec 24 1903
2:55 P.M.

A J Stanbery
to
A Hanauer

WARRANTY DEED. Nov 30, 1903.
\$939.91 Conveys: Beginning at a
point 744.62 ft west and 40 ft
north of center stake of Sec 23,
T 1S, R 1W Ute Meridian on the east line of 5th st, Grand
Junction; thence north along the east line of 5th st 104 -
5/12 ft; thence East 121 ft; thence South 104 5/12 ft; thence
West 121 ft to beginning. Acknowledged Dec 3, 1903
before C W Darrow, N.P. Garfield Co., Colo. (seal) Com-
mission expires Feb 7, 1904.

#49720
Book 97
Page 383
June 1 1904
1:10 P.M.

Sarah A Eachus
to
Fred W Halbouer

WARRANTY DEED. May 20, 1904. \$350.
Conveys: Beginning at a point
744.62 ft west and 144 ft north of
center stake of Sec 23, T 1S, R 1W
Ute Mer. Thence North 75 ft;
thence East 121 ft; thence South 75 ft; thence West 121 ft
to beginning. Acknowledged May 20, 1904 before J B Mann,
County Clerk, Mesa Co., Colo. (seal)

The Mesa County Abstract Company hereby certifies that the foregoing (consisting of
Eighteen entries, numbered *1 to 18 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, this *Third* day of
April 190*7*, at *Eight* o'clock *A.M.*

THE MESA COUNTY ABSTRACT CO.

By *Harry Nichole*
MANAGER

#66875
Book 93
Page 466
Apr 4 1907
1:00 P.M.

A Hanauer
to
John M Phillips.

WARRANTY DEED. Mch 26, 1907. \$450
Conveys: Beginning at a point
744.62 feet west and 40 feet north
of Center stake, Sec 23, T 1S, R 1W

Ute Meridian on the east line of 5th street, Grand Junction
thence North along east line of 5th street 104 5/12 feet;
thence East 121 feet more or less; thence South 104 5/12
feet thence West 121 feet more or less to the place of
commencing. Subject to taxes for 1907. Acknowledged Mch
26, 1907 before W O Cleland, N.P. Salt Lake Co. Utah, (seal
Commission expires 9/9/1910

(1)

One The Mesa County Abstract Company hereby certifies that the foregoing (consisting of
entries, numbered *One*)
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 hereto, or any part thereof, or the title thereto, subsequent to the
3rd day of *April* 1907, at *8⁰⁰* o'clock *a* M.
Dated at Grand Junction, Colorado, this *thirteenth* day of
April 1907, at *8⁰⁰* o'clock *a* M.

THE MESA COUNTY ABSTRACT CO.

By

Henry Nichols
MANAGER.

No. 9720

Continuation of

ABSTRACT OF TITLE

to

Beginning at a point 744.62 feet West of and 40 feet North of the center stake of Section Twenty-three (23) in Township One (1) South of Range One (1) West of the Ute Meridian; thence running North along the East line of Fifth Street, Grand Junction, 104 feet and 5 inches; thence East 121 feet more or less; thence South 104 feet and 5 inches; thence West 121 feet, more or less, to the place of beginning, in Mesa County, Colorado.

From April 13th 1907 at 8:00 o'clock A. M.

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2. J. O. Bradish, _____ RELEASE DEED \$1.00 #77844
to _____ Dated June 18th 1888
Mary Hagerty Filed Aug. 25th 1908 at 8:00 A. M.
Book 122 page 152

Releases:- Beginning at the SE corner of N. N. Smiths tract 466.125 ft. due S. from the center of the N. boundary line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 23, Twp. 1 S. R. 1 W. U. P. M., thence running W. 385.8 ft. thence S. 420 ft. thence E. 385.8 ft. thence N. 420 feet to place of beginning, containing 3.72 acres. Also beginning at a point 623.62 ft. W. of the center stake of Sec. 23, Twp. 1 S. R. 1 W. U. P. M., thence running N. 424.875 ft. thence W. 204 ft., thence S. 424.1 ft. thence E. along the quarter section line 204 feet to place of beginning, containing 1.99 acres. Also beginning at a point 100 ft. due E. of the center of the D. & R. G. Railway tract and due S. 466.125 ft. from the N. boundary line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 23, Twp. 1 S. R. 1 W. U. P. M., thence running E. 163.7 ft. thence S. 420 feet., thence W. 256.93 ft. to the 1/16 Section line, thence N along the 1/16 Section line 81.125 ft. to a point distant from center of the D. & R. G. RY. tract 100 ft., thence N. 15° 47' E. 353.19 ft. to the place of beginning, containing 2.12 acres. Also beginning at a point 886.28 ft. S of NW corner SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 23, Twp. 1 S. R. 1 W. U.P.M., thence E. 210 ft., thence S. 259 15' W. 225 ft. to a point 110 ft. E. of 1/16 section line, thence S. 219.4 ft. to the quarter Section line thence W. along the quarter Section line 105.77 ft. to SW corner SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 23, thence N along the 1/16 Section line 422.48 ft to place of beginning, containing 1.29 acres all situate in town of Grand Junction. From Deed of Trust dated June 16th 1885 recorded June 16th 1885 in book 14 page 177 conveyed to the undersigned J. O. Bradish as Trustee to secure A. B. Clark, payment of her note. Note paid. Ack. June 18th 1888 by J. O. Bradish _____ before W. A. Marsh, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires Nov. 21st 1891

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3. Fred W. Halbouer WARRANTY DEED \$325.00 #92975
to _____ Dated Sept. 20th 1906
Mary Evars Filed Feb. 17th 1908 at 4:10 P. M.
Book 128 page 224

Conveys:- Beginning at a point 744.62 feet W. and 144 feet N of the center stake of Sec. 23, Twp. 1 S. R. 1 W. U. M., thence N. 75 feet, thence E. 121 feet, more or less, thence S. 75 feet, thence W. 121 feet more or less to point of beginning.

Except any and all taxes assessed against said property since Jan. 1st 1904 which grantee agrees to pay.
Ack. Sept. 20th 1906 before O. P. M. Steel, Deputy Co. Clerk, Mesa County, Colorado. (Co. Ct. Seal)

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



4.

John M. Phillips
to
Ella Phillips

WARRANTY DEED \$1.00 and #207862
love and affection
Dated Mar. 28" 1921
Filed Feb. 21" 1925 at 9:15 A. M.
Book 280 page 395

Conveys:- Beginning at a point 744.62 feet W and 40 feet N of center stake of Sec. 23, Twp. 1 S. R. 1 W. U. M. on the E. line of Fifth Street in Grand Junction in said County of Mesa; thence N. along said E. line of Fifth Street 104 5/12 feet; thence E. 121 feet, more or less, thence S. 104 5/12 feet; thence W. 121 feet, more or less to the place of commencement.

Ack. March 28" 1921 before Charles B. Rich, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires Jan. 13" 1925.

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

5.

Ella Phillips
to
Public Trustee, for use of The
Modern Building & Loan Association

R TRUST DEED \$1.00 #225228
Dated Jan. 20" 1927
Filed Jan. 20" 1927 at 11:50 A. M.
Book 278 page 417

Conveys:- Beginning at a point 744.62 feet W and 40 feet N of Center Stake, Sec. 23, Twp. 1 S. R. 1 W. U. M. on the E. line of 5th Street, Grand Junction, Colorado, thence N. along E. line of 5th street 104 5/12 feet; thence E. 121 feet, more or less; thence S. 104 5/12 feet; thence W. 121 feet, more or less, to the place of commencing; 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 on or before 10 years after date for the sum of \$500.00 with interest at 7.8% per annum, payable monthly in advance according to the terms and conditions of said note, \$3.25 interest and \$3.00 monthly dues on Certificate #1080 for 5 shares of Class "D" stock of said Association making a total payment of not less than \$6.25 per month which said sum the said party of the first part agrees to pay to said Association on the 20" day of each and every month hereafter, until said sum of \$500.00 and interest is wholly paid.

Ack. Jan. 20" 1927 before M. Ethel Cox, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires June 17" 1930.

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

STATE OF COLORADO)
(SS
COUNTY OF MESA)

THE INDEPENDENT ABSTRACT COMPANY hereby certifies that the foregoing consisting of Four (4) entries, numbered from Two (2) to Five (5) both inclusive, 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 April 13" 1907 at 8:00 o'clock A. M.

Dated at Grand Junction, Colorado
January 20" 1927 at 11:51 o'clock A. M.

THE INDEPENDENT ABSTRACT COMPANY, By
Q. Williams Secretary

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

39887.
40578
40266.



#336364
Book 372
Page 68
Apr. 29, 1938
8:50 A. M.

Ella Phillips
To
Kenneth A. Phillips

WARRANTY DEED. May 29, 1929 \$1.00
Conveys: -Beginning at a point 744.62 feet West
and 40 feet North of center stake of Sec. 23,
Twp. 1-S, R. 1-W, Ute Meridian, Mesa County,
Colorado, on the East line of 5th Street in Grand Junction in said County of
Mesa; thence North along said East line of 5th Street 104 5/12 feet; thence
East 121 feet more or less; thence South 104 5/12 feet; thence West 121 feet
more or less to the point of beginning. Acknowledged May 29, 1929 before
Charles B. Rich, Notary Public, Mesa County, Colorado. (N.P. Seal) Commis-
sion expires Dec. 27, 1932.

(11)

#339085
Book 375
Page 30
July 5, 1938
11:05 A. M.

Kenneth A. Phillips
To
F. C. Martin

WARRANTY DEED. July 5, 1938 \$1.00
Conveys: -Beginning at a point 744.62 feet West
and 40 feet North of center stake of Sec. 23,
Twp. 1-S, R. 1-W, Ute Meridian, Mesa County,
Colorado, on the East line of 5th Street in Grand Junction, Mesa County, Colo-
rado, thence North along said East line of 5th Street 104-5/12 feet; thence
East 121 feet more or less; thence South 104-5/12 feet; thence West 121 feet
more or less to the point of beginning. Acknowledged July 5, 1938 before
Lettie B. Holmrain, Notary Public, Mesa County, Colorado. (N.P. Seal) Com-
mission expires July 1, 1941. (\$1.50 IRS)

(12)

THE MESA COUNTY ABSTRACT COMPANY hereby certifies that the foregoing, consisting
of Seven (7) entries, numbered from 6 to 12, 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 January 20, 1927 at 11:51 o'clock A.M.

e. A.
C. H.

Dated at Grand Junction, Mesa County, Colorado, this July 22nd, A. D. 1938, at

8:00 o'clock A.M.

THE MESA COUNTY ABSTRACT COMPANY,

BY *E. A. Peame*
Manager.

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

T O

Beginning at a point 744.62 feet West and 40 feet North of the center stake of Section 23, Township One South, Range One West Ute Meridian, on the East line of 5th Street, in Grand Junction, Mesa County, Colorado, thence North along said East line of 5th Street 104.5/12 feet, thence East 121 feet, more or less, thence South 104.5/12 feet, thence West 121 feet, more or less to the point of beginning, in Mesa County, Colorado.

From date July 22nd, 1938 at 8.00 A. M.

F. C. Martin
to
Public Trustee of Mesa County,
Colorado, for use of Mesa
Federal Savings and Loan Asso-
ciation of Grand Junction

(13)

}
R
}

TRUST DEED
Dated March 21, 1940
Filed March 22, 1940 at 3.57 P. M.
\$1.00

Conveys:-Parcel No. 1: Lots 17, 18 and 19 in Block 147, in the City of Grand Junction.

Parcel No. 2: Lots 5 and 6, in Block B, Keith's Addition to the City of Grand Junction.

Parcel No. 3: Beginning at a point 744.62 feet West and 40 feet North of center stake of Sec. 23, Twp. 1S. R. 1W. U. M., on the East line of 5th Street in Grand Junction, Mesa County, Colorado, thence North along said East line of 5th Street 104.5/12 feet, thence East 121 feet, more or less, thence South 104.5/12 feet, thence West 121 feet, more or less, to the point of beginning, all in Mesa County, Colorado. Together with the improvements now or hereafter erected thereon, including all buildings, etc. etc.

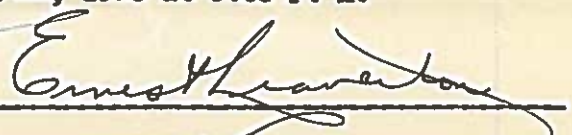
GIVEN TO SECURE his note bearing even date herewith, payable on or before 10 years after date thereof, for the principal sum of \$11,000.00, with interest thereon from the date thereof until paid at the rate of 50¢ per month on each \$100.00 of the unpaid balance of said principal sum, interest payable monthly on or before the first day of each and every month, in advance, together with dues and other charges therein or in the by-laws provided. The total monthly payment on principal and interest is the sum of \$121.00, to be applied first on interest on the unpaid balance and to the payment at the option of the Association of taxes, assessments or insurance on property covered by this trust deed and the remainder on principal.

Ack. March 22, 1940 by F. C. Martin before Vienno V. Thompson, Notary Public, Mesa County, Colorado. (N. P. Seal) Commission expires February 7, 1943.

Book 385, page 209

I, Ernest Leaverton, a Bonded Abstractor of the State of Colorado, do hereby certify that the foregoing (consisting of One entry, numbered 13) 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 to July 22, 1938 at 8.00 A. M.

Dated at Grand Junction, Colorado, March 22, 1940 at 3.58 P. M.



Bonded Abstractor.



No. 34570

Continuation of

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

to

Lot Five (5) in Block Two (2) South Fifth Street Subdivision, in the City of Grand Junction, Mesa County, Colorado.

From March 22, 1940 at 3:58 o'clock P. M.

#####

Burrell C. Reynolds,
Public Trustee,
to
F. C. Martin

RELEASE DEED \$2.00 #436213
Dated October 30, 1945 Book 445
Filed October 30, 1945 Page 23
At 9:45 o'clock A. M.

Releases: Parcel No. 3. Beginning at a point 744.62 feet W and 40 feet N of center stake of Sec. 23, Twp. 1S. R. 1W U. M., on the E line of 5th Street in Grand Junction, Mesa County, Colorado, thence N along said E line of 5th Street 104-5/12 feet, thence E 121 feet, more or less, thence S 104-5/12 feet, thence W 121 feet, more or less to the point of beginning. (and other parcels and property) Together with the improvements now or hereafter erected thereon. From Deed of Trust dated March 21, 1940 recorded March 22, 1940 in Book 385 page 209 to secure Mesa Federal Savings & Loan Association of Grand Junction payment of his note. NOTE PAID. Ack. October 30, 1945 before Virginia O. Wallace, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires March 13, 1946

-o-----00-----o-

Walter Mort
to
Tillie L. Harvey

POWER OF ATTORNEY #461582
Filed April 1, 1947 Book 453
At 4:55 o'clock P. M. Page 296
I, Walter Mort, of New Castle, Garfield County, Colorado, do hereby make, constitute and appoint Tillie L.

Harvey, of New Castle, Garfield County, Colorado, my true and lawful attorney-in-fact, for me and in my name, place and stead to execute and sign the plat known as South Fifth Street Subdivision in the City of Grand Junction, Mesa County, Colorado, and to accept the boundary lines shown thereon, and do any and all other acts necessary in the premises, with as full and complete power as I would have my-self; hereby ratifying and confirming all such acts which may be done by the said Tillie L. Harvey as my attorney-in-fact.

Subscribed and sworn to November 1, 1946 before Helen C. Tomlinson, Notary Public.

(N. P. Seal)

Commission expires November 28, 1946.

-o-----00-----o-

South Fifth Street
Subdivision

DEDICATION
Filed November 29, 1946
At 2:55 o'clock P.M.

#454880
Book 7
Page 19

Know all Men By These Presents: That

the undersigned are the owners of smaller tracts of land which together comprise the following described tract: hereinafter to be known as South Fifth Street Subdiv.: Beginning at a point 20 feet North of center of Section 23, Township 1 South, Range 1 West of the Ute Meridian; thence West 805.0 feet; thence North 1284.30 feet; thence East 821.20 feet; thence South 1294.10 feet to point of beginning; except a tract of land lying within said described tract of land which is described as follows: Beginning 60 feet East and 145.5 feet South of the Northwest corner of said described tract of land; thence South 100 feet; thence East 111.5 feet; thence South 24 feet; thence East 82.5 feet; thence North 5 feet; thence East 82.5 feet; thence North 264.0 feet; thence West 82.5 feet; thence South 134.5 feet; thence West 82.5 feet; thence South 11.0 feet; thence West 111.5 feet to point of beginning. That said tract of land lies within the SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 23, Township 1 South, Range 1 West, Ute Meridian, in the City of Grand Junction, Mesa County, Colorado. That said smaller tracts of land are hereinafter set forth opposite the owners respective names to-wit:

Owner	Description - Old	Description - New
Earl Van Gundy also known as E. H. Van Gundy	Lots 2 to 16 incl., 19 & 20, Block 1, Gr. Jct. Town & Dev. Cos. Add. No. 1., Beg. 577.5' W & 269' S. of the NE cor. SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 23, T-1-S, R-1-W, thence W 82.5' thence S. 258', thence E 165', thence N 264', thence W 82.5' thence S. to beg.; Also beg. 744.62' W & 513.5' N. of cen. sec. 23, T-1-S, R-1-W, N 100' E 111.5', S 100', W to beg.; Also beg. on E line of 5th St. 419.25' S. of N line of SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 23, T-1-S, R-1-W, S 47', E 111.5', N 47', W. to beg.	Lots 8, 12, 13, 15 and S 5' of the E 82.5' of Lot 16, Lot 17 except N 41.6', Lot 18 except N 50' of S 112'. The above lots are in Block 1 of South Fifth Street Subdivision.
Veta Van Gundy Earl Van Gundy	Lots 17 & 18, Grand Jct. Town & Dev. Cos. Add. No. 1.	No. 50' of So. 112' of Lot 18, Block 1, South Fifth St. Sub.
Lula May Van Gundy	Beg. on E. line of 5th St. 621.25' S. of N. line SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 23, T1S, R1W, S 70', E 111.5', N 70', W to beg.	Lot 11, Block 1, South Fifth Street Subdivision
Albino Venegas	Beg. 577.2' W. of NE cor. SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 23, T1S, R1W, W 82.5', S 134.5', E 82.5', N. to beg.	W. 74.5' of N. 134.5' Lot 16, Block 1, So. Fifth St. Sub.
George W. Coates, Jr. Ruth E. Coates	Beg. at intersection of N. line SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 23, T1S, R1W, & E. line of 5th St., S 84', E 111.5', N 84', W to beg.	Lot 1, Block 1, South Fifth Street Subdivision
Leecel F. Smith Willie B. Smith	Beg. E Line of 5th St., 84' S of N. line of SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 23, T1S, R1W, S. 60', E 111.5', N. 60', W. to beg.	Lot 2, Block 1, South Fifth Street Subdivision



No. 16 continued

Bettie Campbell	Beg. on E. line of 5th St., 244' S. of N. line of SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 23, T1S, R1W, S 50', E 111.5', N 50', W to beg.	Lot 5, Block 1, South Fifth Street Subdivision
Sarafina Audino	Beg. on E. line of 5th St., 290' S of N. line SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 23, T1S, R1W, S 50', E 111.5', N 50', W to beg.	Lot 6, Block 1, South Fifth Street Subdivision
Louis E. Latto Ralph Palermo	Beg. on E. line of 5th St. 340 S, of N. line SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 23, T1S, R1W, S 75', E 111.5', N. 75', W. to beg.	Lot 7, Block 1, South Fifth Street Subdivision
Board of Trustees First Presbyterian Church	Lot 1, Block 1, Grand Jct. Town & Dev. Cos. Add.No. 1	N. 41.6' of Lot 17, Block 1, South Fifth Street Subdivision
Goodwill Industries of Mesa County, Colorado	Beg. on E. line of 5th St. 466.25' S. of N. line SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 23, T1S, R1W, S 150', E 111.5', N 150' W. to beg.	Lots 9 & 10, Block 1, South Fifth Street Subdivision.
Katie M. Campbell	Beg. 744.62' W & 219' N. of cen. Sec. 23, T1S, R1W, N 50', E. 111.5', S 50', W. to beg.	Lot 3, Block 2, South Fifth Street Subdivision
Cecelia Evers Mary Evers	Beg. 744.62' W. & 144.2' N. of cen. Sec. 23, T1S, R1W, N 75', E 111.5', S 75', W. to beg.	Lot 4, Block 2, South Fifth Street Subdivision
F. C. Martin	Beg. 744.62' W & 40' N. of cen. Sec. 23, T1S, R1W, N 104 5/12', E 111.5', S 104 5/12', W. to beg.	Lot 5, Block 2, South Fifth Street Subdivision.
Walter Mort	Beg. 744.62' W. & 269' N. of cen. Sec. 23, T1S, R1W, N 75 5/12', E 111.5', S 75 5/12', W. to beg.	Lot 2, Block 2, South Fifth Street Subdivision.
Clara Brown W. L. Felmlee Belle Felmlee	Beg. 473.62' W. of cen. Sec. 23, T1S, R1W, N 391.5', E 103', S 391.8', E 103' to beg.	Lot 8 & S 196.07' of 12, Block 2, South Fifth Street Subdivision
Henry A. Summers Lena Summers	Beg. 370.62' W. of cen. Sec. 23, T1S, R1W, N 391.8', E 77', S 391.8', W. to beg.	Lot 9 & S. 196.07' of 11, Block 1, South Fifth Street Subdivision
Ben Kast Jim Kast	Beg. 540.62' W. & 195.75' N of cen. Sec. 23, T1S, R1W, N 195.75', E 67', S 196', W. to beg.	S 195.75' of Lot 13, Block 2, South Fifth Street Subdiv.
David McAllister	Beg. 473.62' W. of cen. Sec. 23, T1S, R1W, W 75', N. 195.75', E 75', S to beg.	Lot 7, Block 2, South Fifth Street Subdivision

Continued on next sheet

No. 16 continued.

Elmer L. Jones
Carrie B. Jones

Beg. 623.62' W. of cen.
Sec. 23, T1S, R1W, N
195.75', E. 75', S 195.75',
W to beg.

Lot 6, Block 2,
South Fifth Street
Subdivision

Glenn Berry

Beg. 540.62' W & 195.75'
N of cen. Sec. 23, T1S,
R1W, N 195.75', W 83',
S 195.75' E to beg. Also
beg. 744.62' W & 344.6'
N of cen. Sec. 23, T1S,
R1W, N 100', E 111.2',
S 100', W to beg.

Lot 1 & 8 195.75'
of 14, Block 2, South
Fifth Street Subdivision

City of Grand
Junction, Colorado

Lots 21 to 25, Block 1 &
Blocks 2, 3 & 4, Grand Jct.
Town & Dev. Cos. Add. No.1;
Beg. at a point 744.62' W
& 445' N. of cen. Sec. 23,
T1S, R1W, N 69', E 111.5'
S 69', W to beg.; Beg. at
NE cor. SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 23,
T1S, R1W, S 1313.35', W
293.62' N 1312.62', E 330'
to point of beg. except the
S 457.5' of which the east
10' are reserved for Alley.

Lots 14 & 19 to 25
incl., Blk. 1 & Lots 11
12, 13 & 14 except S
195.75' of said Lots,
Block 2, South Fifth
Street Subdivision.

The United States
of America (United
States Forest Service)

Beg. at Cen. Sec. 23, T1S,
R1W, W 293.62', N 497.5'
E 306.65', S. to beg. except
S 40' for road & E 10' for
alley.

Lot 10, Block 2,
South Fifth Street
Subdivision.

NOW THEREFORE the undersigned owners have caused this plat to be prepared and the same to be filed in the office of the County Clerk and Recorder of Mesa County, Colorado, and in the office of the City Clerk of Grand Junction, and we do hereby accept the boundaries of the lots shown on the annexed plat as the boundaries of our respective tracts of land, and we do hereby dedicate to the use of the public forever all streets, avenues, and alleys as indicated on the annexed plat.

Signed by: Earl Van Gundy, E. H. Van Gundy, Veta Van Gundy, Lula May Van Gundy, Albino Venegas, George W. Coates, Jr. Ruth E. Coates, Leecel F. Smith, Willie B. Smith, Bettie Campbell, Sarafina Audino, Louis E. Lato, also known as Louis E. Latto, Katie Campbell, Cecelia Evers, Mary Evers, F. C. Martin, Henry A. Summers, Walter Mort, by Tillie L. Harvey, Attorney in Fact, Clara Brown, W. L. Felmlee, Belle Felmlee, Goodwill Industries of Mesa County, Colo. By William A. Bowden, Supt. First Presbyterian Church By J. D. Severson, Chairman of Board of Trustees, Attest R. E. Tope, Secretary of Board of Trustees Ralph Palermo, Ben Kast, Jim Kast, David McAllister, Elmer L. Jones, Carrie B. Jones, Glenn Berry, City of Grand Junction, Colo. By Herbert D. Fritz, City Manager, United States of America By John W. Spencer, Regional Forester, United States Forest Service, Lena Summers.

Continued on next sheet

No. 16 continued

Ack. November 27, 1946 by Earl Van Gundy, E. H. Van Gundy, Veta Van Gundy, Lula May Van Gundy, Albino Venegas, George W. Coates, Jr., Ruth E. Coates, Leecel F. Smith, Willie B. Smith, Bettie Campbell, Sarafina Audino, Louis E. Latto, Glenn Berry, Ralph Palermo, Katie M. Campbell, Cecelia Evens, Mary Evers, F. C. Martin, Walter Mort, by Tillie L. Harvey, Attorney in fact, Clara Brown, W. L. Felmece, Belle Felmece, Henry A. Summers, Lena Summers, Ben Kast Jim Kast, David McAllister, Elmer L. Jones, Carrie B. Jones, Herbert D. Fritz, as City Manager, Donald Severson and R. E. Tope, as Chairman and Secretary respectfully of Board of Trustees, First Presbyterian Church, and William A. Bowden, as Supt. Goodwill Industries, of Mesa County, Colorado, before Helen C. Tomlinson, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires November 28, 1946

Ack. November 14, 1946 by John W. Spencer, Regional Firester, United States Forest Service, before Nadine Daniel, Notary Public, City and County of Denver, Colorado.
(N. P. Seal) Commission expires July 27, 1949

I hereby certify that this is a true and correct plat of the above described land and the subdivision thereof. (signed) Carl M. Bennett, Registered Engineer. (Carl M. Bennett, Registered Engineer, State of Colorado Seal)

Approved and accepted October 16, 1946 (Signed) Porter Carson, President of the City Council. Attest: Helen C. Tomlinson, City Clerk. Approved by Herbert D. Fritz, City Manager. (City of Grand Junction, Seal)

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17

For plat showing location of property located in the South Fifth Street Subdivision see No. 17 at the end of this abstract which by this reference and notation is made a part hereof.

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18

R

F. C. Martin
to
Public Trustee, Mesa
County, Colorado for use
of Mesa Federal Savings &
Loan Association of Grand
Junction.

TRUST DEED \$5,000.00 #687836
Dated February 14, 1957 Book 703
Filed February 15, 1957 Page 184
At 11:46 o'clock A. M.

Conveys: Lot 5, in Block 2, South Fifth Street Subdivision. In Mesa County, Colorado. IN TRUST to secure his note bearing even date herewith for the sum of \$5,000.00 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 \$55.00, 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. 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. 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

No. 18 Continued.

Association shall have the right to declare said note due and payable forthwith, without notice, and to foreclose this Trust Deed.

/s/ F. C. Martin.

Ack. February 14, 1957 by F. C. Martin before Vienno V. Thompson, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires February 1, 1959.

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

THE MESA COUNTY ABSTRACT COMPANY hereby certifies that the foregoing, consisting of Five (5) entries numbered from 14 to 18, both inclusive, constitutes a true and correct Abstract of Title showing all instruments appearing of record or on file in the office of the County Clerk and Recorder of Mesa County, Colorado from March 22, 1940 at 3:58 o'clock P. M. up to February 15, 1957 at 11:47 o'clock A. M. affecting the title to the property described in the caption hereof.

Dated at Grand Junction, Colorado

February 15, 1957 at 11:47 o'clock A. M.

THE MESA COUNTY ABSTRACT COMPANY

BY Richard B. Williams
Manager *RB*

NO - 42353

Continuation of

ABSTRACT OF TITLE

To

Lot Five (5) in Block Two (2) South Fifth Street Subdivision, in the City of Grand Junction, Mesa County, Colorado.

From February 15, 1957 at 11:47 o'clock A.M.

#####

19

State of Colorado
to
Estate of Fred Clyde
Martin a/k/a F.C. Martin

RELEASE OF INHERITANCE #746746
TAX LIEN Book 759
Dated April 7, 1958 Page 183
Filed June 26, 1959
At 10:27 o'clock A.M.
Date of Death August 23, 1957
Gross Estate \$411,818.68
It appearing to the attorney general that it is not necessary to preserve the lien granted by the

Colorado inheritance tax law against the hereinafter described real estate, in which the above named decedent had an interest, by virtue of the authority vested in me under the provisions of Sec. 138-4-61, CRS., 1953, I do hereby forever release and discharge the inheritance tax lien against the following described real estate, to-wit: Lot 5, Blk 2, South Fifth Street Subdivision, Mesa County, State of Colorado/ N/O F.C. Martin (and other property). /s/ Duke W. Dunbar, Attorney General of Colorado By Neil Tasher, Assistant Attorney General.

-O----OO----O-

In the Matter of the
Estate of F. C. Martin,
Deceased

DECREE OF HEIRSHIP #758791
Filed December 29, 1959 Book 770
At 10:10 o'clock A. M. Page 575
State of Colorado,
County of Mesa, ss
In the County Court No. 6903

This matter coming on to be heard this day upon the verified petition heretofore filed asking for the judicial ascertainment and determination of the heirs of said decedent, the Court finds: that there is no contest or dispute in respect to the final settlement of said estate or said determination of heirship; that notice of the hearing of such petition has been given according to law; that all requirements of law and orders of this Court have been complied with; and, upon satisfactory proofs submitted, including the affidavit of intestacy heretofore filed.

IT IS DETERMINED AND DECREED that said decedent died intestate on or about August 23, 1957, a resident of the County of Mesa, State of Colorado, and that the sole and only heirs of said decedent, their relationship to decedent, and their several interests in said estate are as follows, to-wit:

NAME	RELATIONSHIP	FRACTIONAL INTEREST
Carrie B. Martin	Widow	One-half
Edward A. Martin	Son	One-fourth
Pauline M. Mast	Daughter	One-fourth

Done by the Court December 29, 1959 by Adair J. Hotchkiss, County Judge. Certificate of true copy of the Decree of Heirship attached December 29, 1959 by Gladys Moss, Clerk of the County Court.

(Mesa County, Colorado County Court Seal)

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*13-14-59
#8 on
to have
plus addl
info
FB.*

File 415 12



21

Carrie B. Martin,
Edward A. Martin and
Pauline M. Mast
to
Herbert G. Mertz

WARRANTY DEED \$10.00 and #759049
other valuable consideration Book 772
Dated December 31, 1959 Page 190
Filed December 31, 1959
At 3:52 o'clock P. M.

to taxes for the year 1960, payable in 1961 and all subsequent taxes and assess-
ments. (IRS \$11.55) (Conveyance fee \$1.05)

/s/ Carrie B. Martin, Edward A. Martin, Pauline M. Mast
Ack. December 31, 1959 by Carrie B. Martin, Edward A. Martin and Pauline M.
Mast before Irma Westen, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires Jan. 21, 1962

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22

Herbert G. Mertz
to
Public Trustee, Mesa
County, Colorado for
the use of The Mutual
Savings and Loan
Association

TRUST DEED \$6,000.00 #759050
Dated December 18, 1959 Book 772
Filed December 31, 1959 Page 191
At 3:53 o'clock P. M.

Conveys: Lot 5 in Block 2, South Fifth
Street Subdivision, in the City of Grand
Junction, Mesa County, Colorado. IN TRUST
to secure one note bearing even date here-
with for the sum of \$6,000.00 with interest
from date on the unpaid balance at the rate
of 8% per annum. Monthly payments of \$84.90, or more, shall be payable on the
first and delinquent after the last day of each and every calendar month until
fully paid, beginning January 1, 1960; and shall be applied and credited; First,
to the payment of the interest on the unpaid balance of the principal; Second,
to the payment at the option of the Association for such taxes, assessment or
insurance on the property described herein as may be in default; Third, to pay-
ment on the principal until paid in full. Any installment more than 15 days past
due shall bear a late charge of 4% of such amount. Party of the first part
agrees to pay concurrently with monthly payments on note, \$12.50 per month as
necessary for taxes, insurance, etc. The security of this deed of trust shall
extend to and include any advance up to an amount not exceeding 10% of the amount
of the note secured hereby for the purpose of painting, repairing or otherwise
improving the buildings situated on the hereinafter described real estate. No
such advance shall operate to extend the final maturity of the note beyond 20
years from the date hereof.

/s/ Herbert G. Mertz
Ack. December 31, 1959 by Herbert G. Mertz, before Irma Westen, Notary Public,
Mesa County, Colorado.
(N. P. Seal) Commission expires Jan. 21, 1962

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23

Forwarded @
(37)

Herbert G. Mertz
to
Public Trustee, Mesa
County, Colorado for
the use of Carrie B.
Martin, Edward A. Mar-
tin and Pauline M.
Mast, Grand Junction,
Colorado

TRUST DEED \$2,400.00 #759051
Dated December 31, 1959 Book 772
Filed December 31, 1959 Page 193
At 3:54 o'clock P. M.

Conveys: Lot 5 in Block 2 of South Fifth
Street Subdivision, in the City of Grand
Junction, Mesa County, Colorado. IN TRUST
to secure his promissory note bearing even
date herewith for the total principal sum
of \$2,400.00 payable after date thereof,
with interest thereon from the date thereof
at the rate of 6% per annum payable monthly.

Said sum payable in monthly installments of \$50.00 each commencing on February 1,
1960 with like installments of \$50.00 due on or before the 1st day of each month
thereafter until the entire balance is paid in full. Interest on the unpaid bal-
ance shall be paid on each installment due date in addition to payments on prin-
cipal. The maker may make payments in multiples of \$50.00 without penalty for
prepayment. Subject to prior liens of record.

(Continued on next page)



No. 23 Continued

/s/ Herbert G. Mertz

Ack. December 31, 1959 by Herbert G. Mertz before Irma Westen, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires Jan. 21, 1962

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24

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

RELEASE DEED \$2.00 #759164
Dated January 4, 1960 Book 772
Filed January 4, 1960 Page 320
At 3:52 o'clock P. M.

Releases: All that property conveyed in trust, in and by Document No. 687836, the same being that certain deed of trust executed by F. C. Martin, dated February 14, 1957 and recorded February 15, 1957 in book 703 on page 184 to secure to the 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. January 4, 1960 by Burrell C. Reynolds as the Public Trustee in said County of Mesa before Lena A. Williams, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires Sep 6, 1961

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25

U. S. Treasury Department
Internal Revenue Service

vs

Edward A. _____ and
Helen M. Martin

NOTICE OF FEDERAL TAX LIEN #705526
UNDER INTERNAL REVENUE LAWS Filed

Dated October 22, 1957

Filed October 26, 1957

At 10:50 o'clock A. M.

District Denver No. 10-57-1482

Pursuant to the provisions of Sections 6321,

6322 and 6323 of the Internal Revenue Code of 1954, notice is hereby given that there have been assessed under the Internal Revenue laws of the United States against the following named taxpayer, taxes (including interest and penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statutes the amount of said taxes, together with penalties, interest, and costs that may accrue in addition thereto, is a lien in favor of the United States upon all property and rights to property belonging to said taxpayer, to-wit:

Name of Taxpayer Edward A. _____ and Helen M. Martin

Residence or place of business 550 North Avenue, Grand Junction, Colorado.

Nature of Tax	Account No.	Year or Taxable Period	Assessment Date	Amount of Assessment
Income	8/8/57 505155	Addl 1945	August 9, 1957	\$3,366.65
Income	8/8/57 505156	Adl 1946	August 9, 1957	3,817.05
Income	8/8/57 505157	Addl 1947	August 9, 1957	8,444.70
Income	8/8/57 505158	Adl 1948	August 9, 1957	3,088.91
Income	8/8/57 505159	Addl 1949	August 9, 1957	3,948.04
Income	8/8/57 505160	Addl 1950	August 9, 1957	2,550.85
Income	8/8/57 505161	Addl 1951	August 9, 1957	4,650.10
Income	8/8/57 505162	Addl 1952	August 9, 1957	3,554.85
Income	8/8/57 505163	Addl 1953	August 9, 1957	185.18
Income	8/8/57 505164	Addl 1954	August 9, 1957	1,106.44
TOTAL				\$34,712.77

/s/ George H. Allan District Director of Internal Revenue by Cecil E. Lankford, Group Supervisor.

-o-----00-----o-

U. S. Treasury Department
Internal Revenue Service
to
Edward A. _____ and
Helen M. Martin

CERTIFICATE OF RELEASE OF
FEDERAL TAX LIEN UNDER
INTERNAL REVENUE LAWS
Dated July 2, 1959
Filed July 9, 1959
At 11:05 o'clock A. M.
District Denver No. 10-57-1482

#747671
Book 760
Page 200

I hereby certify that as to the following-named taxpayer the requirements of Section 6325(a), Internal Revenue Code of 1954, have been satisfied with respect to the taxes enumerated below, together with all statutory additions provided by Section 6321; and that the lien for such taxes and statutory additions has thereby been released. The proper officer in the office where notice of internal revenue tax lien was filed on Oct. 26, 1957 is hereby authorized to make notation on his books to show the release of said lien, insofar as the lien relates to the following taxes.

Name of Taxpayer	Residence or place of business	Nature of Tax	Account No.	Year or taxable period	Assessment Date	Amount of Assessment
Edward A. _____ and Helen M. Martin						
550 North Avenue, Grand Junction, Colorado						
Income		8/8/57	505155	Add 1945	August 9, 1957	\$3,366.65
Income		8/8/57	505156	Add 1946	August 9, 1957	3,817.05
Income		8/8/57	505157	Add 1947	August 9, 1957	8,444.70
Income		8/8/57	505158	Add 1948	August 9, 1957	3,088.91
Income		8/8/57	505159	Add 1949	August 9, 1957	3,948.04
Income		8/8/57	505160	Add 1950	August 9, 1957	2,550.85
Income		8/8/57	505161	Add 1951	August 9, 1957	4,650.10
Income		8/8/57	505162	Add 1952	August 9, 1957	3,554.85
Income		8/8/57	505163	Add 1953	August 9, 1957	185.18
Income		8/8/57	505164	Add 1954	August 9, 1957	1,106.44
TOTAL						\$34,712.77

/s/ George H. Allan District Director of Internal Revenue by M. E. Mitchell, Chief, Special Procedure Section.

-o-----00-----o-

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

THE MESA COUNTY ABSTRACT COMPANY hereby certifies that the foregoing consisting of Eight (8) Entries, numbered from 19 to 26, both inclusive, 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 February 15, 1957 at 11:47 o'clock A. M. up to January 4, 1960 at 3:53 o'clock P. M. affecting the title to the property described in the caption hereof.

Dated at Grand Junction, Colorado
January 4, 1960 at 3:53 o'clock P. M.

THE MESA COUNTY ABSTRACT COMPANY

By Richard B. Williams
Manager

Handwritten notes:
WE
Aug 21, 1960
Sp
10⁰⁰

No. 46135

Continuation of

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

To

Lot Five (5) in Block Two (2) South Fifth Street Subdivision, in the City of Grand Junction, Mesa County, Colorado.

From January 4, 1960 at 3:53 o'clock P.M.

#####

27

Carrie B. Martin, Edward A. Martin and Pauline M. Mast to The Public Trustee, Mesa County, Colorado.

NOTICE OF ELECTION AND DEMAND FOR SALE BY PUBLIC TRUSTEE Dated May 3, 1960 Filed May 17, 1960 At 12:02 o'clock P.M.

#767991 Book 780 Page 79

State of Colorado, County of Mesa ss. To the Public Trustee in the County of Mesa, State of Colorado, aforesaid:

WHEREAS, on December 31, 1959, Herbert G. Mertz of Grand Junction, Colorado, did make, execute and deliver to the Public Trustee of the County of Mesa, State of Colorado, his certain Deed of Trust, which was duly recorded on December 31, 1959, in Book 772 at Page 193 of the records in the office of the Clerk and Recorder of said Mesa County, to secure to Carrie B. Martin, Edward A. Martin and Pauline M. Mast the payment of the sum of \$2,400.00, upon the terms and conditions in said Deed of Trust contained; said Deed of Trust covering the following described real estate, situate in the County of Mesa and State of Colorado, to-wit: Lot 5 in Block 2, of South Fifth Street Subdivision, in the City of Grand Junction, Mesa County, Colorado. AND WHEREAS, default has been made by the said Herbert G. Mertz and all persons claiming by, through or under him in the payment of principal installments and other payments provided in the said Deed of Trust secured thereby, and the covenants in said Deed of Trust have been violated; AND WHEREAS, the undersigned is now the owner and holder of the indebtedness secured by said Deed of Trust; AND WHEREAS, the said Deed of Trust provides that upon default of any of the payments of principal or interest secured thereby, or upon a breach or violation of any of the covenants or conditions of said Deed of Trust, the holder of said indebtedness may declare the whole of said indebtedness due and payable and the premises may be sold with the same effect as if said indebtedness had matured, by reason whereof and of the default above mentioned, the undersigned has elected to declare and does hereby declare, the entire indebtedness secured by said Deed of Trust due and payable and does hereby request and demand that the premises in said Deed of Trust described be sold for the payment of such entire indebtedness, and interest thereon, and the costs and expenses of sale. NOW, THEREFORE, You are hereby notified that the undersigned, as the owners and holders of the indebtedness secured by said Deed of Trust, declares a violation of the covenants of said Deed of Trust and elects to advertise the property therein described for sale, and hereby demands that you, as Public Trustee named in said Deed of Trust, do forthwith proceed, as provided by law and according to the terms of said Deed of Trust, to give notice, to advertise for sale, and to sell the premises and property in and by said Deed of Trust described and conveyed, such sale being subject to the prior deed of trust for the use and benefit of the Mutual Savings and Loan Association, for the purpose of paying the indebtedness thereby secured and all costs and expenses of making such sale.

Carrie B. Martin, Edward A. Martin and Pauline M. Mast By /s/ Keith G. Mumby, Their Attorney .

State of Colorado, County of Mesa ss. The undersigned, in behalf of the petitioners, being duly sworn, deposes and says: That the facts stated in the Notice of Election and Demand for Sale by Public Trustee are true, according to the best of his knowledge, information and belief. /s/ Keith G. Mumby, Attorney for Petitioners. Subscribed and sworn to May 3, 1960 before Eileen McDermott, Notary Public.

(N. P. Seal)

Commission expires: June 30, 1963.

-0---00----0-

Burrell C. Reynolds, Public Trustee ,Mesa County,Colorado to Carrie B.Martin ,Edward A. Martin and Pauline M.Mast .

PUBLIC TRUSTEE'S CERTIFICATE OF PURCHASE Dated June 17,1960 Filed June 17,1960 At 2:20 o'clock P.M.

#770164 Book 782 Page 55

State of Colorado , County of Mesa ss. I,Burrell C.Reynolds Public Trustee in the said County of Mesa and State of Colorado, do hereby certify that under and by virtue of the power and authority

in me vested by a certain Deed of Trust dated December 31, 1959, made, executed and delivered to the Public Trustee in the County aforesaid by Herbert G. Mertz of the County of Mesa and State of Colorado and duly recorded in Book 772, at Page 193,of the Records in the office of the Recorder of Deeds of said County of Mesa ,and which said Deed of Trust was given to secure to Carrie B.Martin, Edward A.Martin and Pauline M. Mast the payment of the sum of \$2,400.00,besides interest thereon,upon the terms and conditions and with the covenants and agreements in said Deed of Trust contained,upon notice of election and demand for sale in writing,filed with me as such Public Trustee ,and recorded in Book on Page in the office of said Recorder in said last named County, I did, on June 17, 1960, at the hour of 10:00 o'clock,in the forenoon of said day, after having first published a notice of sale and mailed a printed copy thereof to the grantor in said Deed of Trust and to such person or persons appearing to have acquired a subsequent record interest in such real estate, as provided by law and according to the terms and conditions of said Deed of Trust,expose to public sale the following described property situate,lying and being in said County of Mesa , to-wit: Lot 5 in Block 2 of South Fifth Street Subdivision, in the City of Grand Junction,Mesa County,Colorado; and that at said sale Carrie B.Martin,Edward A.Martin & Pauline M.Mast bid the sum of \$2,543.05 for said above described property,which being the highest and best bid received therefor, the said property was struck off to the said Carrie B.Martin,Edward A.Martin and Pauline M.Mast and that unless the same be sooner redeemed ,the said Carrie B. Martin,Edward A.Martin and Pauline M.Mast will be entitled to a deed for said property upon the expiration of the period or periods of redemption allowed by law to the owner or owners, and to all subsequent lienors and persons entitled to redeem .

/s/ Burrell C. Reynolds ,Public Trustee in Mesa County,Colorado. Ack. June 17, 1960,by Burrell C.Reynolds as the Public Trustee in and for Mesa County,Colorado,before Lena A. Williams, Notary Public, Mesa County,Colorado. (N. P. Seal) Commission expires September 6,1961.

-O-----O-----O-

Burrell C. Reynolds,As Public Trustee , Mesa County,Colorado to Carrie B.Martin,Edward A.Martin and Pauline M.Mast .

PUBLIC TRUSTEE'S DEED Dated December 19, 1960 Filed December 20,1960 At 2:40 o'clock P.M.

#781813 Book 793 Page 256

WITNESSETH: That Whereas,Herbert G. Mertz did, by deed of trust dated December 31, 1959 and recorded in the office of the County Clerk and Recorder

of the County of Mesa in the State of Colorado, on December 31, 1959, in Book 772 at Page 193,convey to the Public Trustee in trust the property hereinafter described to secure the payment of an indebtedness in said deed of trust set forth, and, Whereas,default,violation or breach having been made in certain of the terms,conditions,covenants and agreements of said deed of trust as shown by the notice of election and demand for sale filed with the Public Trustee, a copy thereof being duly recorded in the office of said County Clerk and Recorder,the said property was advertised for sale at public auction at the place and in the manner provided by law and by said deed of trust and a printed copy of the notice of sale was in apt time mailed to the several persons required by statute and said property was in pursuance of said notice sold to Carrie B.Martin,Edward A.Martin and Pauline M.Mast for the sum hereinafter set forth and a certificate of purchase thereof was made and recorded . And said property not having been redeemed from said sale; Now Therefore,the party of the first part by virtue of the power and authority vested in him by law and by the said deed of trust as such Public Trustee and in consideration of the premises and of the sum of \$2,543.05 to the Public Trustee heretofore paid by the said purchaser at said sale,the receipt whereof is hereby acknowledged, hereby conveys,remises,releases and quit claims unto the said parties of the second part, their heirs and assigns forever, all the right, title and interest which the Public Trustee acquired by virtue of said

(continued)

No. 29 continued:

deed of trust in and to the following described property situate, lying and being in the County of Mesa and State of Colorado, to-wit: Lot 5 in Block 2, of South Fifth Street Subdivision, in the City of Grand Junction, Mesa County, Colorado.

To Have and to Hold the same unto the said parties of the second part, their heirs and assigns forever. (IRS \$3.30, Conveyance Fees none).

/s/ Burrell C. Reynolds, As Public Trustee in and for the County of Mesa in the State of Colorado. (Seal)

Ack. December 19, 1960, by Burrell C. Reynolds, As the Public Trustee before Lena A. Williams, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires September 6, 1961.

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STATE OF COLORADO)

) SS

COUNTY OF M E S A)

THE MESA COUNTY ABSTRACT COMPANY hereby certifies that the foregoing, consisting of Three (3) Entries, numbered from 27 to 29, both inclusive, constitutes a true and correct Abstract of Title showing all instruments appearing of record or on file in the Office of the County Clerk and Recorder of Mesa County, Colorado, from January 4, 1960 at 3:53 o'clock P.M., up to August 21, 1961 at 8:00 o'clock A.M., affecting the title to the property described in the caption hereof.

Dated at Grand Junction, Colorado

August 21, 1961, at 8:00 o'clock A.M.

THE MESA COUNTY ABSTRACT COMPANY

By

Richard B. Williams
Manager. *RB*

State of Colorado
County of Mesa) ss.

Recorded at 3:50 o'clock P M, MAR 8 1966 BOOK 893 PAGE 913
Reception No. 913373 *Carrie M. Dunston* Recorder.

RECORDER'S STAMP

THIS DEED, Made this 8th day of March 1966, between

CARRIE B. MARTIN, EDWARD A. MARTIN and PAULINE M. MAST

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

FRED CUNNINGHAM and CLORIE CUNNINGHAM

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

WITNESSETH, that the said part of the first part, for and in consideration of the sum of -----
-----Seven Thousand and no/100ths ----- DOLLARS,

to the said part ies of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, ha vEgranted, 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:

Lot 5, Block 2, South Fifth Street Subdivision, City of Grand Junction

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 part ies of the first part, for them sel ves , 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 sealing and delivery of these presents they 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 ha vE 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 taxes levied for the years 1965 and thereafter.

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 part ies of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF the said part ies of the first part ha ve hereunto set their hands and seal s the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Carrie B. Martin [SEAL]
Edward A. Martin [SEAL]
Pauline M. Mast [SEAL]

VIRGINIA STATE OF COLORADO,
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 8th day of March 1966 by CARRIE B. MARTIN, EDWARD A. MARTIN and PAULINE M. MAST
My commission expires September 29, 1969. Witness my hand and official seal,

Virginia Seaman
Notary Public.

Time 3:50 Book 893 Page 913 # 913373
REV 7-70
MAR 8 1966

135931

Arnie M. Dunston

Recorder

DEED OF TRUST

THIS INDENTURE, Made this 8th day of March, 1966, between FRED CUNNINGHAM and CLORIE CUNNINGHAM

whose address is 1236 South Fifth Street, Grand Junction, Colorado hereinafter referred to collectively as "First Party," and the Public Trustee of 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 Dollars, payable to the order of JEAN URRUTY

whose address is 465 Mesa Court, Grand Junction, Colorado,

after date thereof, with interest thereon from the date thereof at the rate of seven (7) per cent per annum payable in semi-annual installments of \$500.00 each plus interest on unpaid principal, commencing September 8, 1966, and the next payment on March 8, 1967, and payable each 6 months thereafter until fully paid.

Advance payments are permitted.

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

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

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

Lot 5 in Block 2, of South Fifth Street Sub-Division, in the City of Grand Junction, Mesa County, Colorado

Bl.

135932

#913374

Page

914

Book

893

Time 3:51

MAR 8 1966

No. 31 (Continued)

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 _____, 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 taxes for the year 1965, and subsequent taxes.

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.

Fred Cunningham (Seal)
Clorie Cunningham (Seal)
----- (Seal)

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

The foregoing instrument was acknowledged before me this 8th day of March 1966

By Fred Cunningham and Clorie Cunningham



John C. Lafferty
Notary Public.

RELEASE OF DEED OF TRUST BY THE PUBLIC TRUSTEE

Know All Men by These Presents, That, Whereas,

HERBERT G. MERTZ

of the County of Mesa, in the State of Colorado, by his certain DEED OF TRUST dated the 18th day of December, A. D. 1959, and duly recorded in the office of the County Clerk and Recorder of the County of Mesa, in the State of Colorado, on the 31st day of December, A. D. 1959, in book 772 of said County records, on page 191, 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

THE MUTUAL SAVINGS AND LOAN ASSOCIATION

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 Two 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:

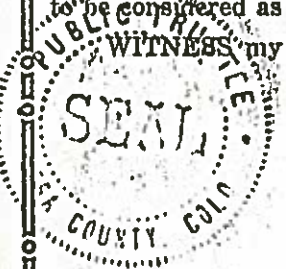
All that property conveyed in trust, in and by Document No. 759050 as recorded in the office of the County Clerk and Recorder of said Mesa County, Colorado, in Book and at Page aforesaid.

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 8th day of March, A. D. 1966.

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 8th day of March, 1966,

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

My Commission expires September 29, 1968.

Lucille Strnad
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 _____

135978
32.
Time 2:25 Book 893 Page 974 # 913483

MAR 9 1966

State of Colorado

County of Mesa 1 ss.

Recorded at 3:51 o'clock P. M. MAR 8 1966

Reception No. 913374

Book 893 Page 914

Arnie M. Dunston Recorder

DEED OF TRUST

BOOK 894 PAGE 14

THIS INDENTURE, Made this 8th day of March, 1966, between FRED CUNNINGHAM and CLORIE CUNNINGHAM

whose address is 1236 South Fifth Street, Grand Junction, Colorado hereinafter referred to collectively as "First Party," and the Public Trustee of 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 SEVEN THOUSAND AND no/100 Dollars, payable to the order of JEAN URRUTY

whose address is 465 Mesa Court, Grand Junction, Colorado,

after date thereof, with interest thereon from the date thereof at the rate of seven (7) per cent per annum payable in semi-annual installments of \$500.00 each plus interest on unpaid principal, commencing September 8, 1966, and the next payment on March 8, 1967, and payable each 6 months thereafter until fully paid.

Advance payments are permitted.

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

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

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

Lot 5 in Block 2, of South Fifth Street Sub-Division, in the City of Grand Junction, Mesa County, Colorado

(This Deed of Trust is recorded to correct that certain Deed of Trust heretofore recorded in Book 893 at page 914 of the records in the Office of the Clerk and Recorder, Mesa County, Colorado, so as to insert the total principal sum of the promissory note secured by this Deed of Trust.)

33.

Time 1:45 Book 894 Page 14 #913549
State of Colorado Recorded at 1:45 o'clock P.M. MAR 10 1966
County of Mesa J. ss. Reception No. 913549 Arnie M. Dunston Recorder
136009

MAR 10 1966

No. 33 (Continued)

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 _____, 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 taxes for the year 1965, and subsequent taxes.

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.

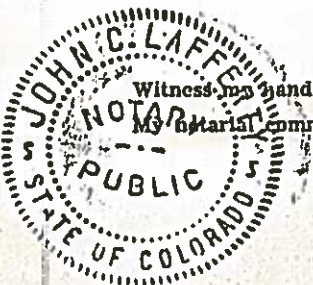
That all the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, legal representatives, successors and assigns of the respective parties hereto.

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

Fred Cunningham (Seal)
Clorie Cunningham (Seal)
----- (Seal)

STATE OF COLORADO, } ss.
County of Mesa, }
The foregoing instrument was acknowledged before me this 8th day of March 1966

By Fred Cunningham and Clorie Cunningham



Witness my hand and official seal.
My Notarial Commission expires August 15, 1967

John C. Lafferty
Notary Public.

Recorded at 10:40 o'clock A.M.
Reception No. 914440

MAR 22 1966

Book

BOOK 894 PAGE 486

Recorder

Archie M. Dunston

State of Colorado
County of Mesa) ss,

DEED OF TRUST

THIS INDENTURE, Made this 8th day of March, 1966,
between FRED CUNNINGHAM and CLORIE CUNNINGHAM

whose address is 1236 South Fifth Street, Grand Junction, Colorado
hereinafter referred to collectively as "First Party," and the Public Trustee of
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
- - - FIVE THOUSAND AND no/100 - - - - - Dollars,
payable to the order of JEAN URRUTY

whose address is 465 Mesa Court, Grand Junction, Colorado,

after date thereof, with interest thereon from the date thereof at the rate of seven (7) per
cent per annum payable in semi-annual installments of \$500.00 each plus
interest on unpaid principal, commencing September 8, 1966, and
the next payment on March 8, 1967, and payable each 6 months
thereafter until fully paid.

Advance payments are permitted.

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

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

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

Lot 5 in Block 2, of South Fifth Street Sub-Division,
in the City of Grand Junction, Mesa County, Colorado

(This Deed of Trust is recorded again to correct those certain
Deeds of Trust heretofore recorded in Book 893 at page 914 and in
Book 894 at page 14 in the Office of the Clerk and Recorder of
Mesa County, Colorado, so as to insert the correct principal
sum of \$5000.00 of the promissory note secured by the Deed of
Trust.)

136364

34

914440

486

Page

894

Book

10:40

Time

MAR 22 1966

No. 3 (Continued)

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 _____, 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 taxes for the year 1965, and subsequent taxes.

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.

Fred Cunningham (Seal)
Clorie Cunningham (Seal)
..... (Seal)

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

The foregoing instrument was acknowledged before me this 21st day of March 1966

By Fred Cunningham and Clorie Cunningham



Witness my hand and official seal.
My notarial commission expires
AUGUST 15, 1967

John C. Lafferty
Notary Public.

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 - 5 - entries numbered 30 to 34 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 August 21, 1961 at 8:00 o'clock A. M.

Lot Five (5) in Block Two (2) of South Fifth Street Subdivision, in the City of Grand Junction, Mesa County, Colorado.

Except any notices filed by any person who has contracted to perform work or labor or to provide material pursuant to the provisions of 1963 Colorado Revised Statutes 86-3-1, et seq., as amended, which do not describe the subject property, or any part thereof, by legal description.

Dated this 6th day of April, A.D., 1966, at 8 o'clock A.M.



THE TITLE GUARANTY COMPANY

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

THE TITLE GUARANTY COMPANY

MESA COUNTY BRANCH
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

State of Colorado) Recorded at 9:40 o'clock A.M. May 21 1968
County of Mesa) ss. Reception No. 954116 *Betty Shelton* Recorder

STATE OF COLORADO)
County of Mesa) ss. AFFIDAVIT OF HOMESTEAD

COMES NOW, Fred Cunningham and Clorie

Cunningham, being first duly sworn, depose and state:

1. That the following described premises were conveyed to Fred Cunningham and Clorie Cunningham by good and sufficient Warranty Deed, dated March 8, 1966, recorded in Book 893 at Page 913 of the Mesa County Records:

Lot 5, Block 2, Fifth Street Subdivision, City of Grand Junction, Mesa County, Colorado

2. That Affiants, have made and now make the above described premises their home.

3. That by the execution and recordation of this instrument, Affiants claim a homestead exemption on the above described real estate pursuant to C.R.S. 1963 Chapter 77-3-1 (ff).

Further Affiants Saith Not.

Fred Cunningham
Fred Cunningham

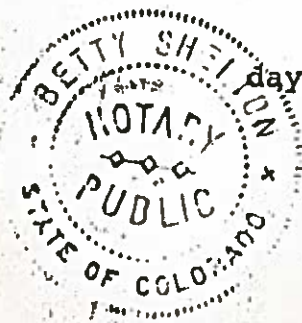
Clorie Cunningham
Clorie Cunningham

Subscribed and sworn to before me this 28th

day of February, 1968.

My commission expires: June 14, 1971

Betty Shelton
Notary Public



Time 9:40 Book 922 Page 835 # 954116 35 160147

MAY 21 1968

RELEASE OF DEED OF TRUST BY THE PUBLIC TRUSTEE

Know All Men by These Presents, That, Whereas,

FRED CUNNINGHAM and CLORIE CUNNINGHAM

of the County of Mesa, in the State of Colorado, by their certain DEED OF TRUST dated the 8th day of March, A.D. 19 66, and duly recorded in the office of the County Clerk and Recorder of the County of Mesa, in the State of Colorado, on the 22nd day of March, A.D. 19 66, in book 894 of said County records, on page 486, 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 JEAN URRUTY

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. 914440 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 7th day of October, A.D. 1969.

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 October, 19 69,

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.

The Public Trustee in said County of Mesa:

Jacille E. Strnad
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.

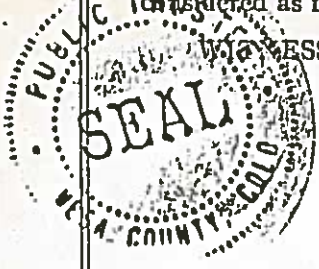
By.....

173816

36.

Time 3:47 Book 939 Page 779 #978214

OCT 7 1969



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 35 to 36 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 6, 1966, at 8:00 o'clock A. M.

Lot Five (5) in Block Two (2) of South Fifth Street Subdivision,
in the City of Grand Junction, Mesa County, Colorado.

*1236 So 5th
Credit Comm 4/7*

Dated this 8th day of October, A.D., 19 69, at 8 o'clock A.M.

Transamerica Title Insurance Co

By *Richard B Williams*
Authorized Signature *RB*

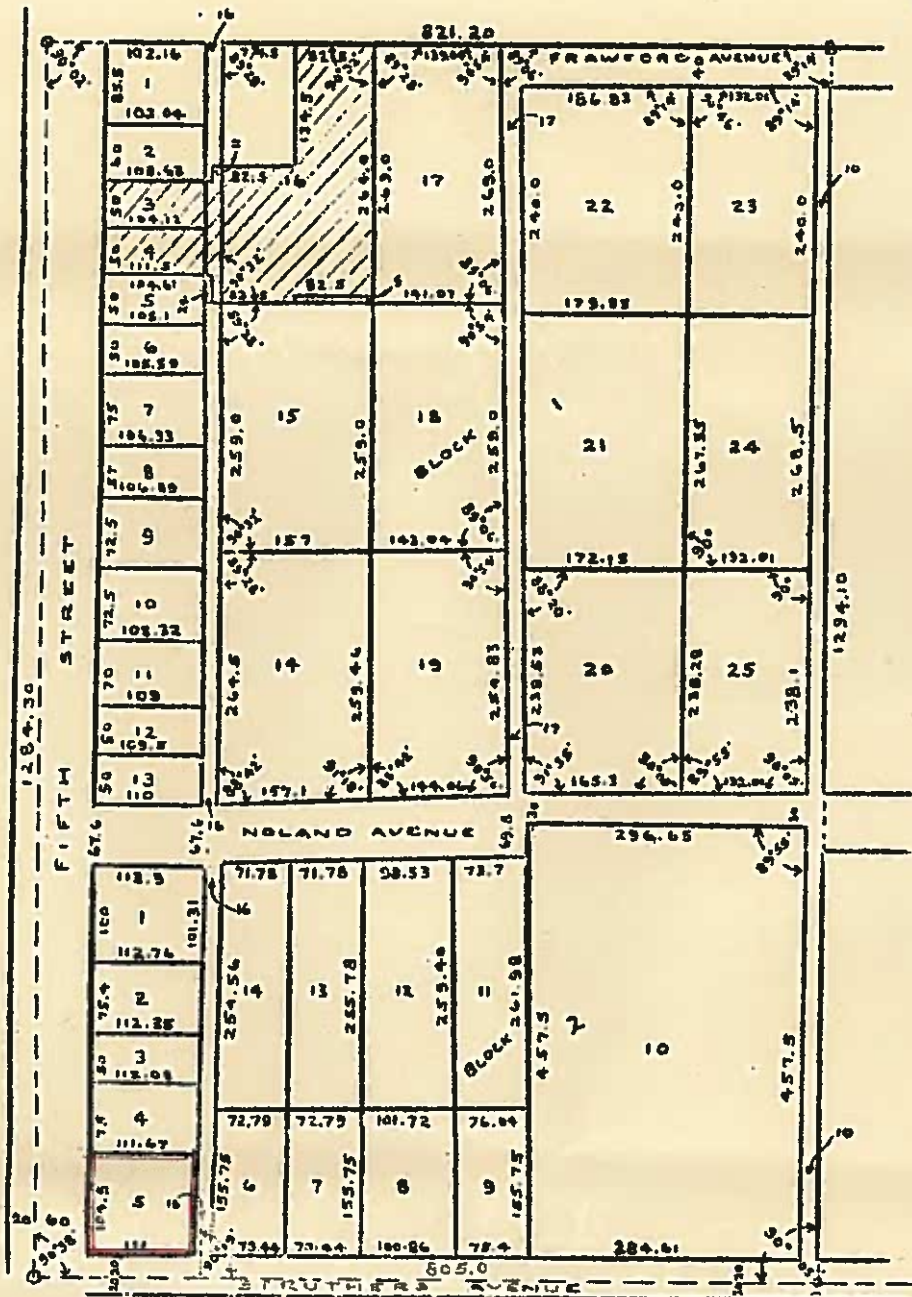


Transamerica Title Insurance Co

MESA COUNTY BRANCH
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

Abstract No. 73017

#17



SCALE 1" = 200'

CEN. SEC. 23
T-1-S, R-1-W

The above is a Plat of
SOUTH FIFTH STREET SUBDIV.
as the same appears of record and on file in the office of the County
Clerk and Recorder of Mesa County, Colorado, in Book 7 of Plats, on
Page 19 thereof. (Filed 11-29-46)