

Recorded at _____ o'clock _____ M., _____
Reception No. _____ Recorder. _____

RECORDER'S STAMP

THIS DEED Made this 6th day of August ,
19 82 , between JOHN E. DUNKIN and
RUTH E. DUNKIN, whose address
is 111 Maryella Drive, Searcy, Arkansas
County of White and State of ~~Ark~~
~~Ark~~, of the first part, and
CITY OF GRAND JUNCTION,
a municipal corporation organized and
existing under and by virtue of the laws of the State of Colorado ,
of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
ONE HUNDRED THIRTY-FOUR THOUSAND AND NO/100 (\$134,000.00)---DOLLARS
to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is
hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do
grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever,
all of the following described lot or parcel of land, situate, lying and being in the
County of Mesa and State of Colorado, to wit:

Lot 23, in Block 101, CITY OF GRAND JUNCTION

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise
appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all
the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law
or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the
said party of the second part, its successors and assigns forever. And the said parties of the first part, for
themselves, / their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with
the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of
these presents, 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 have good right, full power and lawful authority to
grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from
all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature
soever, subject to taxes for the year 1982 payable in 1983 and
subsequent taxes and subject to a current lease on the premises,

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

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

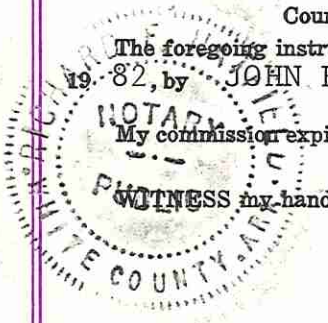
Signed, Sealed and Delivered in the Presence of

JOHN E. DUNKIN [SEAL]
RUTH E. DUNKIN [SEAL]
[SEAL]

ARIZONA
STATE OF ~~COLORADO~~
County of WHITE } ss.

The foregoing instrument was acknowledged before me this 6th day of August ,
19 82, by JOHN E. DUNKIN and RUTH E. DUNKIN.

My commission expires 5-1-1990



WITNESS my hand and official seal.
Richard S Hatfield
Notary Public.

Dunkin Property
Lot 23, Block 101, City of
Grand Junction

No.

WARRANTY DEED

TO

STATE OF COLORADO, } ss.
County of

I hereby certify that this instrument was filed
for record in my office this
day of, 19.....
at o'clock M., and duly recorded
in Book Page.....
Film No. Reception No.

Recorder.

By Deputy.

Fees, \$ *3.00*

Mail to: *City of Grand Jct*
(or return to) *250 No 5th*

Send future tax statements to:



RESOLUTION NO. 59-82CONCERNING THE ACQUISITION OF THE PROPERTY OF
JOHN E. DUNKIN AND RUTH E. DUNKIN.

WHEREAS, the City of Grand Junction, Colorado, has determined to purchase from John E. Dunkin and Ruth E. Dunkin property situate in the City, County of Mesa, State of Colorado, described as:

Lot 23 in Block 101, CITY OF GRAND JUNCTION,
and

WHEREAS, the City proposes to pay the sum of \$25,000.00 at the time of the closing of the transaction, with the balance of the purchase price to be evidenced by a Purchase Money Note, secured by Purchase Money Mortgage, with security being the land only; and

WHEREAS, action is needed to authorize the execution of the Note and Mortgage;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the President of the Council is authorized, as the act of the City and on behalf of the City, to execute the aforementioned Note and Mortgage.

PASSED and ADOPTED this 4th day of August, 1982.

Attest:





President of the Council



City Clerk

STATE OF COLORADO)
)
COUNTY OF MESA) SS CERTIFICATION
)
CITY OF GRAND JUNCTION)

The undersigned City Clerk of the City of Grand Junction, Colorado, certifies that the foregoing is a true and correct copy of a Resolution adopted at a legally convened meeting of the City Council of the City of Grand Junction, Colorado, held on August 4, 1982.

Neva B. Lockhart
Neva B. Lockhart, CMC
City Clerk

Dated: August 5, 1982

PURCHASE MONEY MORTGAGE

Dated:

The City of Grand Junction, a municipal corporation of the State of Colorado, acting by its President of the City Council, hereinafter referred to as "Mortgagor", in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, grant, bargain and convey to John E. Dunkin and Ruth E. Dunkin, or their heirs, administrators, executors or assigns, hereinafter referred to as "Mortgagees", in fee simple the real property situate in the County of Mesa, State of Colorado, and described as follows:

Lot 23, Block 101, CITY OF GRAND JUNCTION.

To have and to hold the same together with all and singular the appurtenances and privileges thereunto belonging or appertaining, and all the estate, right, title, interest and claim whatsoever of the Mortgagor either in law or equity to the proper use, benefit and behalf of the Mortgagees, their heirs, administrators, executors or assigns. And the Mortgagor hereby warrants that it is well and truly seized of good and indefeasible title to the real property described herein, in fee simple, free and clear of liens and encumbrances, except such liens and encumbrances of record.

This Mortgage is given to secure a Purchase Money Promissory Note between the parties of even date herewith in a principal amount of \$109,000.00, bearing interest at the rate of 13 % per annum on \$100,000.00 thereof.

Mortgagor's Entitlement to Release of Mortgage Lien

Mortgagor shall be entitled to a release of the mortgage lien evidence hereby upon payment of all designated principal set forth above.

Mortgagees' Rights in the Event of Nonpayment by the City

In the event the City fails to make the payment of principal under said Note, then, in such event, the Mortgagees, or their heirs, administrators, executors or assigns, shall be entitled to all right, title and interest in said real property and shall as soon as is practicably possible and within an amount of time as is commercially reasonable, sell the subject property in its entirety; the proceeds of such sale shall first be applied by Mortgagees, or their heirs, administrators, executors or assigns, to the payment of the principal under said Note, and the expenses associated with such sale; any and all remaining

proceeds shall be disbursed to the City by Mortgagees, or their heirs, administrators, executors or assigns.

Remedies Available to Mortgagees

No term or language within this Purchase Money Mortgage shall be construed to in any way limit the rights of or remedies available to the Mortgagees, their heirs, administrators, executors or assigns, as provided by law.

Qualification

Nothing herein shall be construed as creating an obligation or debt of the City of Grand Junction, State of Colorado, and in no event a commitment, liability or obligation thereof as may be prohibited by the State Constitution or statutes. The rights of the Mortgagees under this Mortgage are limited to the real property which the Mortgage encumbers. No judgment, deficiency or otherwise, may ever be sought or obtained against the Mortgagor.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be executed under seal on this 6th day of August, 1982.

CITY OF GRAND JUNCTION

Attest:



Neva B. Lockhart, CMC
City Clerk

By: Louis R. Brach
President of the Council

STATE OF COLORADO)
) ss:
COUNTY OF MESA)

The foregoing document was acknowledged before me, a Notary Public for the above County and State, on the 10th day of August, 1982, by LOUIS R. BRACH as President of the Council, and attested by NEVA B. LOCKHART as City Clerk, both for the City of Grand Junction, a municipal corporation.

Witness my hand and official seal.

My Commission expires:
October 16, 1982

Judith A. Chappell
Notary Public
250 North 5th Street
Grand Junction, CO 81501

