

833
58230
No. 53577 53712

ABSTRACT of TITLE

TO

Lot 23 in Blk. 101 in the City
of Grand Junction, Mesa County,
Colorado.

Deer Run

THE TITLE GUARANTY COMPANY

Formerly

~~Deer Run~~

The Mesa County Abstract Co.

Member of Colorado and American Title Associations

531 Rood Avenue

GRAND JUNCTION, MESA COUNTY, COLO.

THE MESA COUNTY ABSTRACT CO.

Established 1885

128 North Fifth Street

Grand Junction, Colo.

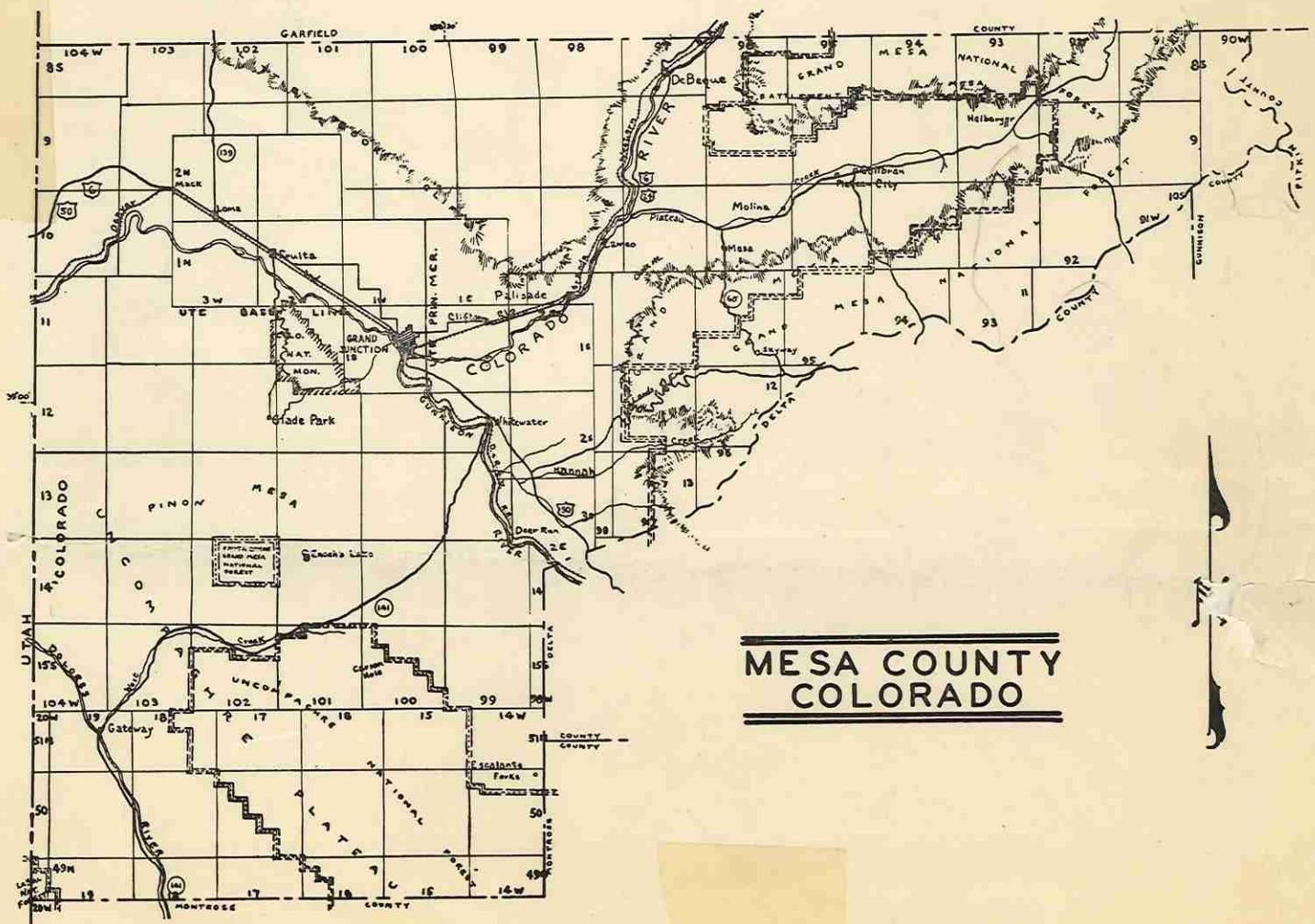
ABSTRACT OF TITLE TO

No. C-15728

Lot Twenty-three (23) in Block One Hundred and One (101) in the
City of Grand Junction, Mesa County, Colorado.

(The above described property is platted out of a part of the Northwest
Quarter of the Southwest Quarter of Section Fourteen (14), Township One
(1) South, Range One (1) West of the Ute Meridian).

For plat showing location of property described
in caption above, see entry 1 on inside yellow
cover sheet at end of this abstract, which, by
this notation and reference, is hereby made a
part hereof.



2. The Grand Junction Town
Company, George Addison
Crawford and Richard Daniel
Mobley, Directors
to
The State

DECLARATION OF OCCUPANCY #G-20297
Filed November 16, 1881 Book 13
At 9:30 o'clock A.M. Page 144
Claims occupancy of SW $\frac{1}{4}$ Sec. 14, Twp. 1S, R. 1W,
together with all and singular the hereditaments
and appurtenances thereunto belonging or in any
wise appertaining. Settlement having been made
September 26, 1881.

/s/ The Grand Junction Town Company (private seal, there being no official seal)
by George Addison Crawford, Richard Daniel Mobley.

Ack. November 7, 1881 by George Addison Crawford, Director of the Grand Junction
Town Company before Richard D. Mobley, Justice of the Peace. (Seal)

Ack. November 16, 1881 by Richard Daniel Mobley, Director of the Grand Junction
Town Company, before George W. Pettit, Notary Public, Gunnison County, Colorado.
(N. P. Seal)

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3. U.S. Receiver
to
Charles F. Shanks
Mayor of Grand Junction

RECEIVER'S RECEIPT \$800.00 #14
Dated December 6, 1882 Book 10
Filed March 15, 1883 Page 4
At 11:00 o'clock A.M.
\$800. being in full for NW $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$
Sec. 14, and N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 23, Twp. 1S, R. 1W,

U.P.M., 640 acres at \$1.25 per acre.
Wm. K. Burchinell, Receiver, Leadville, Colorado.

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4. United States
to
Charles F. Shanks, Mayor of the
Town of Grand Junction. In
Trust for the several use and
venefit of the occupants of
the Townsite of Grand Junction.

PATENT Certificate No. 820 #9031
Dated February 19, 1880 Book 7
Filed March 7, 1890 Page 345
At 8:40 o'clock A.M.
Whereas, Charles F. Shanks, Mayor of the Town
of Grand Junction, in trust for the several
use and benefit of the occupants of the Town-
site of Grand Junction, according to their
respective interests, has deposited in the

General Land Office of the United States a certificate of the Register of the Land
Office at Leadville, Colorado, whereby it appears that full payment has been made
by Charles F. Shanks, Mayor as aforesaid, in trust as aforesaid, according to the
provisions of the Act of Congress of Apr. 24, 1820, and acts supplemental thereto,
including that of March 2, 1867, for the NW $\frac{1}{4}$ and SW $\frac{1}{4}$, the S $\frac{1}{2}$ of NE $\frac{1}{4}$ and W $\frac{1}{2}$ of SE $\frac{1}{4}$
of Sec. 14, and the N $\frac{1}{2}$ of NW $\frac{1}{4}$ of Sec. 23, Twp. 1S, R. 1W, U.M., 560 acres; there-
fore gives and grants the land above described.

(Signed)

By the president: Benjamin Harrison.

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5. Town of Grand Junction
to
Thomas B. Crawford

CERTIFIED COPY OF ORDINANCE #1789
Filed May 7, 1884 Book 10
At 4:10 o'clock P.M. Page 297

An Ordinance to Appoint and Authorize
Thomas B. Crawford of Gunnison County, Colorado
to Act as a Commissioner to Sell and Convey Any Lands or Real Estate Within the
Corporate Limits of the Town of Grand Junction, Which May Hereafter Be Entered in
Any Land Office by the Corporate Authorities of Said Town. Be it ordered by the
Board of Trustees of the Town of Grand Junction; Section 1. That Thomas B. Crawford
of Gunnison County, State of Colorado, be and is hereby appointed and is authorized
to act as a Commissioner 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 uses and benefit of the occupants upon such real estate, under
and in accordance with the provisions of an Act of the General Assembly of Colorado,
entitled An Act to Provide for the Disposal of Town Lots and the Proceeds of Sales
in Townsites Entered on the Public Lands, and approved March 1, 1881.
Approved Oct. 30, 1882. Charles F. Shanks, Mayor. P.H. Westmorland, Clerk and
Recorder.

State of Colorado,
Mesa County, SS

I, W.E. Shaffer, Recorder of the Town of Grand Junction, in the County and

No. 5 continued:

State aforesaid, do hereby certify the above and foregoing to be a full, true and correct copy of the ordinance of the Town of Grand Junction appointing Thomas B. Crawford, Commissioner of Deeds, passed by the Board of Trustees of the said Town October 30, 1882, as shown by the Book of Ordinances of the said Town. Witness my hand and corporate seal of the said Town of Grand Junction this 7th day of May, A.D. 1884.

(Seal)

W.E. Shaffer, Town Recorder.

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6.

The State
to
The Grand Junction Town
Company

ARTICLES OF INCORPORATION

#4361

Dated October 10, 1881

Book 20

Filed February 1887

Page 375

At 2:00 o'clock P.M.

NAME: The Grand Junction Town Company

OBJECTS: Selecting, surveying, platting, purchasing and recording town site and building town and selling lots in same. Said town to be built at or near Grand River at its Junction with Gunnison River and called Grand Junction.

To exist 20 years.

Capital \$100,000. divided into 10,000 shares of \$10. each.

Number of directors: Three and those for first year: R.D. Mobley, George A. Crawford and M. Rush Warner.

Principal office: Grand Junction. principal business carried on in Gunnison County.

Directors to make prudential by-laws.

Signed and Ack. October 13, 1881 by George A. Crawford (signed George Addison Crawford), M. Rush Warner and Richard D. Mobley, before George W. Pettit, Notary Public, Gunnison County, Colorado.

(Seal)

Certified July 23, 1883 by A.J. Bean, Clerk and Recorder, Gunnison County, Colorado. by D.C. Scribner, Deputy, that foregoing is full true and correct copy as appears in records of Gunnison County.

(Seal)

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7.

The Grand Junction Town and
Improvement Company

AMENDED CERTIFICATE OF
INCORPORATION of the Grand

3099

Junction Town Company

Book 14

Filed August 20, 1885

Page 214

At 9:30 o'clock A.M.

George A Crawford, president of The Grand Junction Town Company, sworn, deposes and says that above amended certificate truly represents the changes that have been made in the Certificate of Incorporation of The Grand Junction Town Company; that the name has been changed to The Grand Junction Town and Improvement Company; that the capital stock has been increased from \$100,000.00 to \$500,000.00 and the number of directors increased from six to eight.

Sworn to December 6, 1883, before M.L. Allison, Cojnty Clerk, Mesa County, Colorado.

(Seal)

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8.

Thos. H. Williams
to
The Grand Junction Town
Company.

QUIT CLAIM DEED \$60.00

#G-23358

Dated April 26, 1882

Book 13

Filed May 2, 1882

Page 105

At 8:00 o'clock A.M.

Conveys: Sec. 14, Twp. 1S, R. 1W, Ute Meridian and more particularly NE $\frac{1}{4}$ SW $\frac{1}{4}$ Said Sec. 14,

with right to possession and occupancy heretofore claimed by Thomas H. Williams. Ack. April 26, 1882 before James W. Bucklin, Notary Public, Gunnison County, Colo. (All places, but signature, grantors name is "Thomas H. Williams.")

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Thomas B. Crawford, (Seal),
Commissioner; Charles F. Shanks
(Seal), Mayor; Attest, P.H.
Westmorland, Clerk and Re-
corder of the Town of Grand
Junction (Corporate Seal).

DEED

Dated March 16, 1883

Filed April 9, 1883

At 11:15 o'clock A.M.

145
Book 7
Page 3

9.

to
The Grand Junction Town
Company

Whereas, the Corporate Authorities of the
Town of Grand Junction did, on Dec. 6, 1882,
enter at the Land Office at Leadville, Colorado,
as part of the Townsite of Grand Junction,
the NW $\frac{1}{4}$, the SW $\frac{1}{4}$, the SE $\frac{1}{4}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$ of
Sec. 14, and the N $\frac{1}{2}$ of NW $\frac{1}{4}$ of Sec. 23, Twp.
1S, R. 1W, Ute Meridian, in trust for the

several use and benefit of the occupants thereof, under the provisions of the Act
of Congress of March 2, 1867;

Whereas, Charles F. Shanks, Mayor of said Town, on behalf of the Corporate
Authorities thereof, did, within thirty days after entry, give public notice of
said entry by posting notices and by publication; and, whereas, ninety days have
expired since first publication; and, whereas, the Corporate Authorities did, on
Oct. 30, 1882, appoint Thomas B. Crawford, Commissioner to sell and convey any
land thereafter to be entered by said Corporate Authorities, in trust for the
several use and benefit of the occupants thereof, under the provisions of an Act
of the General Assembly of Colorado, approved March 1, 1881, the said Thomas B.
Crawford having qualified as such Commissioner; the said Corporate Authorities,
through Thomas B. Crawford, Commissioner and Charles F. Shanks, Mayor of said Town
of Grand Junction, in execution of the trust reposed in party of the first part,
and in consideration of certain vested rights which party of the second part has
and had in land hereinafter described at time of entry, and in consideration of
equitable ownership of party of second part by reason of prior, continued, present
and sole possession and occupancy, having originally selected, located, staked,
surveyed, platted and improved said lots and lands, and having filed with the
recorder of then County of Gunnison, declarations of the occupancy and plat, and
in further consideration of \$1,500.00, Conveys: Lots 1 to 9, 14, 15, 16, 20 to
26, 28, 29, 30, Block 101, in the Town of Grand Junction (and other property).
Ack. March 10, 1883, by Thomas B. Crawford, Commissioner, and Charles F. Shanks,
Mayor of the Town of Grand Junction, Before J.W. Boulden, Justice of the Peace, in
and for Mesa County, Colorado.

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10.

The Town of Grand Junction

DEDICATION

Filed April 3, 1882

At 9:00 o'clock A.M.

Plat Book 1

Pages 1 & 2

Grand Junction embraces Section 14, Twp. 1S, R. 1W, according to survey made
in 1881 by authority of the Interior Department of the U.S. for the Ute Indians. It
is on Grand River, opposite the mouth of the Gunnison. Grand and Gunnison Avenues
and Main Street and Seventh Street are 100 ft. wide. All others 80 feet except
upon the East, North and West which are half streets with the width marked on the
plat. All alleys are 20 feet wide and run East and West except those running North
& South in rear of Seventh street from Block 6 to 160 and Block 5 to 159, which are
15 feet wide. All lots fronting on Grand and Gunnison Avenues are 25x150 ft. except
the East lots which are marked. All lots fronting East on Seventh Street are 135
ft. deep. Those fronting West on this street are 140 ft. deep. All lots fronting
on North Avenue are 25x145 feet except the one on the East which is marked. All
lots fronting on the South of South Avenue are 25x130 feet except the one on the
East which is marked. All other lots are 25x125 ft. except those marked otherwise
on the plat. Blocks 37-42-135 & 140 are dedicated for Parks. Block 84 is dedicated
for City Hall and Public Library, Armory and Fire Department, Court House and City
and County Jail. Block 95 is dedicated to Central High School. Lots 29-30-31-32
in Blocks 25-30-125 & 130 are dedicated to Ward Schools. Lots 29-30-31 & 32 in
Blocks 80-81-82-83-86 & 87 are dedicated to churches. Lot 15 in Block 94 is dedi-
cated to the Young Men's Christian Association. Lots 1 and 2 Block 127 are dedicated
to Public Hall. Lot 17, Block 52, 32 in Block 47, 1 in Block 130, 16 in Block 125
are dedicated to Engine Houses. Lots 1-2-3&4 in Block 155 are dedicated to a City
Infirmary. Magnetic Variation 14 degrees, 45 minutes East.

This plat as above explained represents the lands selected, surveyed and
platted by the Grand Junction Town Company, and now known as the town of Grand
Junction, in Gunnison County, Colo. The streets, alleys, parks and other grounds
therein set apart for public used are hereby dedicated to the purposes named in
the plat.

(continued on next sheet)

No. 10 continued:

In witness Whereof, the Grand Junction Town Company has caused these presents to be signed by its President and its official seal to be affixed hereto, this 27th day of March A.D. 1882.

(Town Seal)

The Grand Junction Town Company
George A. Crawford, President

Ack. March 27, 1882 by George A. Crawford, President of the Grand Junction Town Company, before James W. Bucklin, Notary Public, Gunnison County, Colorado. I, A.J. Bean, County Clerk and Recorder in and for the County of Gunnison, State aforesaid, do hereby certify that the within and foregoing is a full, true and correct copy of the Record of Town Plats for Mesa County, Colo. as the same appears in the Records of Gunnison County, Colorado.

/s/ A.J. Bean, County Clerk and Recorder, Gunnison County, Colorado.

(Gunnison County, Colorado Seal)

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11.

State
to
Town of Grand Junction

PLAT First Division ReSurvey #3206
Dated October 6, 1885 Book 1
Filed October 6, 1885 Page 9
At 11:10 o'clock A.M.

That the town of Grand Junction through O.D.

Russell its Mayor duly authorized by ordinance does hereby execute and deliver the within plat as a true and correct plat of as much of said town as therein delineated and of streets, alleys, avenues, parks, lots, blocks and surpluses therein. Signed and Acknowledged by O.D. Russell, known to be Mayor of Town of Grand Junction Colorado, October 6, 1885 before James W. Bucklin, Notary Public, Mesa County, Colorado.

(Seal)

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12.

The Grand Junction Town and
Improvement Company by George
A. Crawford, President. (Seal)
to
James J. Brooks

WARRANTY DEED \$725.00 #1441
Dated February 2, 1884 Book 16
Filed February 4, 1884 Page 271
At 8:00 o'clock A.M.

Conveys: Lots 19 and 20 Block 28. Lots 15
and 16, Block 52. Lot 3, Block 81. Lots 1
and 2, Block 91. Lot 23, Block 101, Grand

Junction, except liens and taxes since March 26, 1883.

Ack. February 2, 1884 by George A. Crawford, known to be President of Grand Junction, Town and Improvement Company, before Thomas B. Crawford, Notary Public, Mesa County, Colorado.

(Seal)

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13.

James J. Brooks
to
Thomas B. Crawford and
Fred W. Halbouer

WARRANTY DEED \$2000.00 #9453
Dated March 17, 1890 Book 29
Filed May 1, 1890 Page 375
At 3:00 o'clock P.M.

Conveys: Lots 19 and 20, Block 28. Lots 15
and 16, Block 52. Lot 3, Block 81. Lots 1

and 2, Block 91. Lot 23, Block 101, Grand Junction.

Ack. April 3, 1890 before W.W. Moffitt, Commissioner for Colorado at Washington, D.C.
(Seal)

Commission expires May 2, 1891

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14.

Thomas B. Crawford
Fred W. Halbouer
to
R.E. Fletcher

WARRANTY DEED \$600.00 #9509
Dated April 30, 1890 Book 29
Filed May 10, 1890 Page 394
At 10:35 o'clock A.M.

Conveys: Lot 23, Block 101, Grand Junction.

Ack. May 1, 1890 before Addison J. McCune, County Clerk, Mesa County, Colorado, by Frank McClintock, Deputy.

(Seal)

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18. Robert E. Fletcher QUIT CLAIM DEED #38714
to Dated March 1, 1902 Book 56
George W. Fletcher Filed March 1, 1902 Page 556
At 4:56 o'clock P.M.
Conveys: Undivided $\frac{1}{2}$ interest in Lot 23,
Block 101, Grand Junction, and other property.
Ack. March 1, 1902, before David R. Crosby, Notary Public, Mesa County, Colorado.
(Seal) (Commission expires April 4, 1903

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19. Mrs. Geo. Fletcher, Agent for LEASE #201703
R.E. Fletcher and all other Dated May _____, 1924 Book 279
owners Filed August 4, 1924 Page 115
to At 1:00 o'clock P.M.
Bart Lynch, Lessee Witnesseth that the said party of the first
part for and in consideration of the covenants
and agreements hereinafter mentioned to be
kept and performed by the said party of the second part, has leased and does hereby
lease unto the said party of the second part all those premises situated, lying
and being in the City of Grand Junction, Mesa County, Colorado, known and described
as follows: Lot 23 in Block 101 of said city, known as number 236 Main Street,
together with all building and improvements thereon. To have and to hold the
above described premises with the appurtenances and fixtures therein, unto the
said party of the second part from 12 o'clock noon of July 1, 1924 until 12 o'clock
noon of July 1, 1934. Said party of the second part agrees to pay to the said
party of the first part as rent for said premises \$30.00 per month for the first
5 years and the sum of \$40.00 per month for the last 5 years, said rent to be paid
monthly in advance and in addition thereto to make all necessary repairs on said
premises during said tenancy at his expense and during said tenancy he will pay
all water rents. And at some future time when necessary within the 10 year period
the said Bart Lynch agrees to put a new covering on said building.

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20. George W. Fletcher QUIT CLAIM DEED \$1.00 and #213146
to other valuable consideration Book 285
Ollie Darrow, formerly Ollie Dated August 12, 1925 Page 333
Boyer, Archer W. Fletcher, Filed August 12, 1925
Alvan C. Fletcher, Neora E. At 8:00 o'clock A.M.
Fletcher Quit Claims: An undivided $\frac{4}{10}$ interest in
the following described property: Lot 23 in
Block 101 in the City of Grand Junction, (and
other property). It is the intent of the grantor herein by this instrument to
vest in each of the above-named grantees an undivided $\frac{1}{10}$ interest in and to the
above described premises. (Granting clause recites Ollie Darrow, formerly Ollie
Boyer, Archer W. Fletcher, Alvan C. Fletcher (erroneously described as Alvin C.
Fletcher in the order of final settlement of the estate of Ellen Fletcher, Deceased,
recorded in Book 119 at page 231 of the public records in the office of the County
Clerk and Recorder of Mesa County, Colorado) and Neora E. Fletcher.)
Ack. August 12, 1925 before Mary H. Longshore, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires May 16, 1928

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21. State of Colorado RELEASE OF INHERITANCE TAX LIEN #486870
to Dated June 25, 1948 Book 490
Estate of George W. Fletcher Filed July 26, 1948 Page 525
At 11:41 o'clock A.M.
Date of Death January 26, 1948.
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
decendent had an interest, by virtue of the authority vested in me under the pro-
visions of Section 66, Chapter 85, 1935 Colorado Statutes Annotated, as amended,
I do hereby forever release and discharge the inheritance tax lien against the
following described real estate, to-wit: Lots 15 and 16, Block 129 in the City
of Grand Junction, Mesa County, Colorado. An undivided $\frac{1}{5}$ interest in Lot 23,
Block 101 in the City of Grand Junction, Mesa County, Colorado.

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In the Matter of the Estate of George W. Fletcher, Deceased

DECREE OF FINAL SETTLEMENT AND DETERMINATION OF HEIRSHIP
Filed Sept. 7, 1948
At 2:40 o'clock P.M.
State of Colorado, County of Mesa, ss
In the County Court, No. 4836

#488805
Book 492
Page 427

And now on this day comes Marion Fletcher the Administratrix of the Estate of George W. Fletcher, deceased, and presents to the Court a final report of her acts and doings as such, asks that the same be approved and that she be discharged and said estate decreed to be fully administered according to law. And it appearing to the Court, from the records and files herein, and the Court doth find that George W. Fletcher departed this life on or about the 26th day of January, A.D. 1948; and thereafter Marion Fletcher was duly appointed administratrix of said Estate, And it further appearing to the Court and the Court doth find that a notice to creditors to file claims against said Estate was published, in the manner and as required by law, and that all claims allowed by the Court against said Estate and all costs of administration and inheritance taxes have been paid and that said administratrix of said Estate has sent notices to all creditors whose claims have not been allowed, of the date fixed for final settlement as required by law and such claims of such creditors have been allowed and satisfied or disallowed. And the Court doth further find that more than six months have elapsed since letters were issued herein and that there has been published, in the manner and as required by law, and in accordance with an order of this Court, a Notice that said final report would be presented for approval on Tuesday, the 7th day of September, A.D. 1948. And it appearing from said report, and the Court doth find that said Administratrix has received, for and on behalf of said Estate, the sum of \$8000.00; and has expended the sum of \$491.02, leaving in her hands the sum of \$7508.98 to be distributed as hereinafter provided; And the Court doth further find that said administratrix has faithfully administered the estate of said deceased which has come to her hands and has fully performed her duties as such and as provided by law, And it further appearing to the Court that said deceased died leaving intestate lands, tenements or hereditaments and that a petition was heretofore filed herein by Marion Fletcher, administratrix claiming to be an heir at law of the said deceased and making application for the determination of heirship and that the Order for notice of final settlement and the notice of final settlement published as aforesaid included a notice of said application and such, and the Court having received and heard the testimony and proofs introduced herein, and having considered the same, doth find, ascertain and determine that the sole and only heir at law of said deceased, and their interest in said estate, are as follows, to-wit:

Name	Relationship	Fractional interest
Marion Fletcher	Daughter	All

It is Therefore Ordered, Adjudged and Decreed by the Court that the said heirs at law are the sole and only heirs at law of said deceased and upon the death of said deceased became seized and possessed of all the right, title and interest which the said deceased enjoyed during his lifetime in and to any and all lands, tenements, hereditaments or other property of which the said deceased died seized and possessed. And It Is Further Ordered, Adjudged and Decreed that distribution of the said sum now on hand be made to the following named persons respectively or to their legal representatives in the amounts as hereinafter set forth, to-wit: To Marion Fletcher, daughter of said deceased the sum of \$7,508.98. And It Is Further Ordered, Adjudged and Decreed that the final report and all acts and doings of the said Marion Fletcher in and about the administration of the said Estate be, and the same are hereby in all things fully ratified, confirmed and approved by the Court and that, having made said distribution and having filed proper receipts therefor in this Court, she be discharged and her bondsmen released from further liability in the premises.

Done in open Court this 7th day of September, A.D. 1948

By the Court, Adair J. Hotchkiss, Judge.

State of Colorado) ss
County of Mesa)

I do hereby certify that the above and foregoing is a full, true and complete copy of the Decree of Final Settlement and Determination of Heirship in the matter of the Estate of George W. Fletcher, Deceased, made from the original paper.

WITNESS, My hand and the seal of this Court in my 7th day of September, 1948

(Signed) Gladys Moss, Clerk. (Mesa County, Colorado, County Court Seal)



No. C-15871

Continuation of

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

to

Lot Twenty-three (23) in Block One Hundred and One (101) in the City of Grand Junction, Mesa County, Colorado.

From February 23, 1951 at 8:00 o'clock A.M.

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24.	Alvan C. Fletcher to Neora E. Fletcher	POWER OF ATTORNEY Dated February __, 1951 Filed March 6, 1951 At 10:05 o'clock A. M.	#536584 Book 542 Page 506
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I, Alvan C. Fletcher--, reposing special trust and confidence in Neora E. Fletcher---have made, constituted and appointed, and by these presents do make, constitute and appoint the said Neora E. Fletcher my true and lawful attorney for me and in my name, place and stead, for my sole use and benefit, to accept \$2000.00 from the Equitable Fire & Marine Insurance Company, on account of the fire in the building on Lot 23, in Block 101, in the City of Grand Junction, Colorado, and to apply the same to the repair of said building; to enter into contract with the contractors for the repair thereof; to borrow sufficient money to put the building in as good condition as it was before said fire; to sign all necessary documents, trust deed, note or other papers in connection herewith, and to do all other things necessary; Hereby giving and granting unto my said attorney with full power and authority to do and to perform all and every act and thing-----/s/ Alvan C. Fletcher.

Ack. February __, 1951 by Alvan C. Fletcher before Arthur Conger, Jr, Notary Public, _____ County, Missouri.

(N. P. Seal shows Cass County). (Body of Ack. recites: "And the said Alvan C. Fletcher further declared himself to be single and unmarried, a widower, his wife being deceased.)

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25.	Archer W. Fletcher to Neora E. Fletcher	POWER OF ATTORNEY Dated February __, 1951 Filed March 6, 1951 At 10:06 o'clock A. M.	#536585 Book 542 Page 507
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I, Archer W. Fletcher,---reposing special trust and confidence in Neora E. Fletcher--have made, constitute and appoint the said Neora E. Fletcher my true and lawful attorney for me and in my name, place and stead, for my sole use and benefit, to accept \$2000.00 from the Equitable Fire & Marine Insurance Company, on account of the fire in the building on Lot 23 in Block 101, in the City of Grand Junction, Colorado, and to apply the same to repair of said building; to enter into a contract with the contractors for the repair thereof; to borrow sufficient money to put the building in as good condition as it was before said fire; to sign all necessary documents, trust deed, note, or others papers in connection therewith, and to do all other things necessary. Hereby giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done.-----/s/ Archer W. Fletcher.

Ack. February 10, 1951 by Archer W. Fletcher before Mabel A. Jasper, Notary Public, Yolo County, California.

(N. P. Seal) Commission expires June 8, 1951

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No. C-28244

Continuation of

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

to

Lot Twenty-three (23) in Block One-hundred-One (101) in the City of Grand Junction, in Mesa County, Colorado.

From March 9, 1951 at 3:31 o'clock P. M.

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28.

Neora E. Fletcher, Agent PURCHASE CONTRACT \$15,000.00 #629405
for owners Dated December 10, 1954 Book 638
and Filed March 26, 1955 Page 151
John E. Dunkin, Purchaser at 12:01 o'clock P. M.

Conditioned for the conveyance of: Lot 23, Block 101, City of Grand Junction, Mesa County, Colorado. Purchaser agrees to pay for said property the purchase price of \$15,000.00 as follows: \$1,000.00 on the execution of this agreement, receipt of which is above acknowledged, and the balance as follows: \$14,000.00 upon delivery by the seller of a good and sufficient warranty deed conveying said property to the buyer. An abstract of title to said property, certified to date at the owner's cost, shall be furnished the purchaser showing merchantable title in the owner. The owner - - - agrees to deliver - - - a good and sufficient warranty deed - - - clear of all liens and encumbrances. Time is of the essence of this contract.

/s/ John E. Dunkin, Purchaser, Neora E. Fletcher, Agent for owners.

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29.

In the Matter of the De- DECREE #635822
termination of Interests Filed May 26, 1955 Book 649
in the lands of Ollie Darrow at 2:40 o'clock P. M. Page 335
and Alvan C. Fletcher deceased In the District Court in and for
the County of Mesa and State of Colorado
Civil Action No. 9948. This matter having

come on to ___ heard this May 26, 1955: The Court doth find: That the matters stated in the petition are true; that notice has been properly served in accordance with statute; that no persons in interest have appeared; that more than 20 days have elapsed since the date of the last publication of notice and that more than 30 days have elapsed since the date of mailing of notice. That Ollie Fletcher Darrow, formerly Ollie Boyer, died intestate on October 6, 1951 at North Hollywood, California. That she died seized and possessed of the following described real property, to-wit: a undivided 2/10ths interest in Lot 23, Block 101, City of Grand Junction, Mesa County, Colorado. That her sole and only heirs at law and the interests each are entitled to in the above described property are:

Name	Interest
Margaret A. Hunt	1/10th
Mildred B. Hanson	1/10th

That Alvan C. Fletcher died intestate on August 20, 1953, at Harrisonville, Missouri. That he died seized and possessed of the following real property: an undivided 2/10ths interest in Lot 23, Block 101, City of Grand Junction, Mesa County, Colorado. That his sole and only heir at law and the interest of said heir in the above described property is Laura Pickell, 2/10ths. The Court further finds that the present owners of said real property are as follows:

Neora Fletcher	2/10ths
Acher W. Fletcher	2/10ths
Marian Fletcher	2/10ths
Laura Pickell	2/10ths
Margaret A. Hunt	1/10th
Mildred B. Hanson	1/10th

Continued on next sheet.

Review of Abstracting

No. 29 continued.

Wherefore it is ordered, adjudged and decreed that Margaret A. Hunt and Mildred B. Hanson are the sole owners and only heirs at law of the said Ollie Fletcher Darrow, deceased; that Laura Pickell is the sole and only heir at law of the said Alvan C. Fletcher, deceased and that they with Petitioner and the said Archer W. Fletcher and Marian Fletcher are now the present owners in said respective proportion of the real estate above described. Done in open Court May 26, 1955. By the Court Charles E. Blaine, District Judge State of Colorado, County of Mesa, SS. Certificate of true and complete copy of Decree attached May 26, 1955 by Lucy E. Hogan, Clerk District Court of Mesa County, Colorado. (District Court Seal)

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30.

Archer W. Fletcher, Laura Pickell, Margaret A. Hunt and Mildred B. Hanson to Neora Fletcher

POWER OF ATTORNEY #646343
Dated July 7, 1955 Book 660
Filed September 7, 1955 Page 65
At 4:21 o'clock P. M.

--appoint Neora Fletcher, our true and lawful attorney for us and in our names, places and sead for our sole use and benefit, to sell and convey all of our right, title and interest in and to Lot 23 in Block 101 in the City of Grand Junction, Mesa County, Colorado; such sale to be for such price as to her may seem advisable. Our said Attorney and Agent is hereby authorized to make, execute and deliver a deed or other instrument of right that may be necessary or proper to carry into effect any agreement of sale heretofore made by her in such manner that all of the estate, right, title and interest in said lot and premises may be effectually and actually conveyed and assured to the purchaser, his heirs, successors or assigns. Said Agent and Attorney is further authorized to receive the consideration or purchase price arising from the sale of said lot and to give good receipt therefor which receipt shall exonerate the person paying such money to her from looking to the application or being responsible for the loss or misapplication thereof. /s/ Archer W. Fletcher, Margaret A. Hunt, Mildred B. Hanson, Laura Pickell. Ack. July 7, 1955 by Archer W. Fletcher before Mabel A. Jasper, Notary Public, Yolo County, California.

(N. P. Seal) Commission expires June 8, 1955.
Ack. July 23, 1955 by Margaret A. Hunt before Emma Crawford, Notary Public, Los Angeles County, California.
(N. P. Seal) Commission expires Sept. 24, 1957.
Ack. July 25, 1955 by Mildred B. Hanson before Milton O. (last name illegible) Notary Public, (Los Angeles County, California).
(N. P. Seal) Commission expires Jan. 29, 1958.
Ack. July 18, 1955 by Laura Pickell before Prudilde Anderson, Notary Public, Cass County, Missouri.
(N. P. Seal) Commission expires April 13, 1959.

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31.

Neora Fletcher, Marion Fletcher, sometimes known as Marian Fletcher, Archer W. Fletcher, Laura Pickell, Margaret A. Hunt, and Mildred B. Hanson to John E. Dunkin

WARRANTY DEED \$10.00 and #646344
other valuable consideration Book 660
Dated August 4, 1955 Page 69
Filed September 7, 1955
At 4:22 o'clock P.M.

Conveys: Lot 23 in Block 101 in the City of Grand Junction, with all its appurtenances, and warrant the title to the same, Mesa County, Colorado, subject to the 1955 taxes payable in 1956. (IRS \$16.50).

/s/ Neora Fletcher, also known as Neora E. Fletcher, Marion Fletcher, Archer W. Fletcher, Laura Pickell, Margaret A. Hunt and Mildred B. Hanson By Neora Fletcher Attorney in Fact.
Ack. August 4, 1955 by Neora Fletcher, also known as Neora E. Fletcher before Scott W. Heckman, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires April 21, 1956.
Ack. August 4, 1955 by Marion Fletcher, sometimes known as Marian Fletcher before Scott W. Heckman, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires April 21, 1956.
Ack. August 4, 1955 by Neora Fletcher as Attorney in Fact for Archer W. Fletcher, Laura Pickell, Margaret A. Hunt and Mildred B. Hanson before Scott W. Heckman, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires April 21, 1956.

32.

John E. Dunkin
to
John E. Dunkin and Ruth E. Dunkin, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever.

WARRANTY DEED \$10.00 and #646345
other valuable considerations Book 660
Dated September 7, 1955 Page 71
Filed September 7, 1955
At 4:23 o'clock P. M.
Conveys: Lot 23 in Block 101 in the City of Grand Junction, Mesa County, Colorado. Except the general property taxes for 1955, due and payable in 1956. (Consideration less than \$100.00)
/s/ John E. Dunkin

Ack. September 7, 1955 by John E. Dunkin, before Tom E. Elder, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires August 17, 1958.

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33.

John E. Dunkin and
Ruth E. Dunkin
to
Public Trustee, Mesa County, Colorado, for the use of United States Bank of Grand Junction, a Colorado Corporation, Grand Junction, Colorado

R TRUST DEED \$14,000.00 #646346
Dated September 7, 1955 Book 660
Filed September 7, 1955 Page 72
At 4:54 o'clock P. M.
Conveys: Lot 23 in Block 101 in the City of Grand Junction, Mesa County, Colorado. IN TRUST to secure their note bearing even date herewith for the principal sum of \$14,000.00, payable 1 year after date, with interest from

date at the rate of 6% per annum payable semi-annually.
/s/ John E. Dunkin, Ruth E. Dunkin.

Ack. September 7, 1955 by John E. Dunkin and Ruth E. Dunkin before Tom E. Elder, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires 8/17/58.

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34.

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

RELEASE DEED \$2.00 #646450
Dated September 8, 1955 Book 660
Filed September 8, 1955 Page 132
At 3:43 o'clock P. M.
Releases: All that property conveyed in trust, in and by Document No. 536955

the same being that certain Trust Deed executed by Ollie Fletcher Darrow, formerly Ollie Boyer, Archer W. Fletcher, Alvan C. Fletcher, Marian Fletcher, Neora E. Fletcher dated March 2, 1951, recorded March 9, 1951 in Book 543 on page 199 to secure to The Modern Building and Loan Association, a Corporation the payment of the indebtedness. INDEBTEDNESS PAID.

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

Ack. September 8, 1955 by Burrell C. Reynolds, Public Trustee before Lena A. Williams, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires Sep. 23, 1957.

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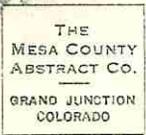
STATE OF COLORADO)
)\$S
COUNTY OF M E S A)

THE MESA COUNTY ABSTRACT COMPANY hereby certifies that the foregoing consisting of Seven (7) entries, numbered from 28 to 34, 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 March 9, 1951 at 3:31 o'clock P. M. up to September 8, 1955 at 3:44 o'clock P. M., affecting the title to the property described in the caption hereof.

Dated at Grand Junction, Colorado
September 8, 1955 at 3:44 o'clock P. M.
THE MESA COUNTY ABSTRACT COMPANY

BY Richard B. Williams
Manager. RB

*O.K. ex.
J.O. 33
2 of releases
on 2 estates
see decree 29.
C.H.
Considering and
value transferred
can be waived
for trust deed*



No. 31640

Continuation of
A B S T R A C T O F T I T L E
to

Lot Twenty-three (23) in Block One hundred one (101) in the City of Grand Junction, Mesa County, Colorado.

From September 8, 1955 at 3:44 o'clock P. M.

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35

John E. Dunkin and
Ruth E. Dunkin
to
Public Trustee, Mesa
County, Colorado for use
of Valley Federal Savings
and Loan Association of
Grand Junction

TRUST DEED \$19,000.00 #662869
Dated March 9, 1956 Book 678
Filed March 12, 1956 Page 529
At 9:01 o'clock A. M.

Conveys: Lot 23 in Block 101 in the City of Grand Junction, Mesa County, Colorado. IN TRUST to secure their note bearing even date herewith for the sum of \$19,000.00 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 \$211.10 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 nor contracted to be sold without the written consent of the Association. Upon the breach of this stipulation, the Association shall have the right to declare said note due and payable forthwith, without notice, and to foreclose this Trust Deed.

/s/ John E. Dunkin, Ruth E. Dunkin
Ack. March 9, 1956 by John E. Dunkin and Ruth E. Dunkin before O. K. Clifton,
Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires June 22, 1957.

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36

Public Trustee, Mesa
County, Colorado.
to
Present owner or owners

RELEASE DEED \$2.00 #662912
Dated March 12, 1956 Book 678
Filed March 12, 1956 Page 559
At 1:12 o'clock P. M.

Releases: All that property conveyed in trust, in and by Document No. 646346 the same being that certain Deed of Trust executed by John E. Dunkin and Ruth E. Dunkin dated September 7, 1955 and recorded September 7, 1955 in book 660 on page 72 to secure United States Bank of Grand Junction, a Colorado Corporation payment of the indebtedness. INDEBTEDNESS PAID.

/s/ Burrell C. Reynolds as the Public Trustee in said County of Mesa
Ack. March 12, 1956 by Burrell C. Reynolds as the Public Trustee in said County of Mesa, Colorado before Lena A. Williams, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires Sep. 23, 1957.

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No.37931

Continuation of

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

To

Lot Twenty-three (23) in Block One hundred one (101) in the City of Grand Junction, Mesa County, Colorado.

From March 12, 1956, at 1:13 o'clock P.M.

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37

Lewis A. Lapp and
Ferdinand Ferguson
and
John E. Dunkin and
Ruth E. Dunkin.

AGREEMENT
Dated March 12, 1956
Filed March 22, 1956
At 9:48 o'clock A.M.

#663830
Book 679
Page 525

WITNESSETH: WHEREAS, the first parties are the owners of the following described real property, to-wit: Lot 24, Block 101 in the City of Grand Junction, Mesa County, Colorado. WHEREAS, the second parties are the owners of the following described real property, to-wit: Lot 23, Block 101 in the City of Grand Junction, Mesa County, Colorado. WHEREAS, the East boundary line of the property owned by the first parties lies adjacent to the West boundary line of the property owned by the second parties, and it is the desire of the parties hereto to enter into a party wall arrangement in connection with a wall constructed along the East boundary line of the property of the first parties. NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. The first parties, for and in consideration of the sum of \$1,000.00, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the parties of the second part, their heirs and assigns, forever, an undivided one-half interest in and to the brick wall as now constructed along the East boundary line of the following described property, to-wit: Lot 24, Block 101 in the City of Grand Junction, Mesa County, Colorado. Said wall is approximately 12 inches thick, being and lying on the above described property.

2. First parties agree that the second parties shall, in the erection of a building upon the property owned by the, freely and lawfully, and without damage to the property of the first parties, make use of such easterly wall of the building owned by the first parties as a party wall and shall use said wall as such forever.

3. It is further agreed that in case either of the parties, their heirs or assigns, desire to build a building longer than the present wall on the premises, the same shall be on a line with the present wall, and if either of the parties shall desire to build an additional story on the present wall, the wall shall be on top of and on the same line as the present wall or any extension thereof; and when either of the parties shall extend the said wall, the other parties shall have the right to use, as a party wall and join the same by paying the other parties one-half the cost of such wall as they shall use. It is agreed that the wall herein described and any extension thereof shall at all times be and the same is a party wall.

4. The parties mutually agree, for and with themselves, their heirs and assigns, that if it shall hereafter become necessary or desirable to repair or rebuild the whole or any portion of the said party wall, the expense of such repairing or rebuilding shall be borne equally by the parties hereto, their heirs or assigns, as to so much and such portion of said party wall, as the parties hereto shall, at the time of rebuilding or repairing, be using in common and that whenever said party wall, or such portion thereof, shall be rebuilt, it shall be erected on the same line and be of the same size and of the same or similar material and of like quality with the present wall.

5. It is further mutually agreed that in case of damage or destruction of said wall or any extension thereof, including the foundation, either of the parties, their heirs and assigns, shall have the right to repair or rebuild the said wall and said extension, and the other parties, whenever they desire to use the same shall have the right to do so upon the payment of one-half of the expense of such repairing or rebuilding, unless the parties hereto have mutually agreed to pay one-half of any expense of such repairing or rebuilding previously to the time

(continued on next page)

No. 37 continued:

of repair. It is further agreed that this agreement shall be perpetual, and at all times be construed as a covenant running with the land, and that no part of the fee and the soil upon which the party wall above described stands shall pass or be vested in the second parties; and the ownership of the fee and the soil shall remain unchanged in the same manner as if this agreement had not been made.

6. IT IS FURTHER AGREED that all the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

/s/ Lewis A. Lapp, Ferdinand Ferguson, First Parties.

/s/ John E. Dunkin, Ruth E. Dunkin, Second Parties.

Ack. March 13, 1956, by _____ before Fanny J. Kreps, Notary Public, Mesa County, Colorado.

(N.P. Seal)

Commission expires April 17, 1957.

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38

George Stocker, Frank Savoya and Guy Abramo, Trustees of Fraternal Order of Eagles, Aerie No. 595, and their successors in trust

and

John E. Dunkin and Ruth E. Dunkin.

AGREEMENT

Dated March 21, 1956

Filed March 26, 1956

At 12:40 o'clock P.M.

#664075

Book 680

Page 71

WITNESSETH: WHEREAS, the first parties are the owners of the following described real property, to-wit: Lot 22, Block 101 in the City of Grand Junction, Mesa County, Colorado. WHEREAS, the second parties are the owners of the following described

real property, to-wit: Lot 23, Block 101 in the City of Grand Junction, Mesa County, Colorado. WHEREAS, the West boundary line of the property owned by the first parties lies adjacent to the West boundary line of the property owned by the second parties, and it is the desire of the second parties to erect a wall of a building on their property with the wall being constructed along the East boundary line of the property owned by the second parties. WHEREAS, the second parties are about to erect a building on the property owned by them, adjoining the property owned by the first parties, and it is desirable that in the erection of the building by the second parties that they should run a footer on the property line between the above described properties, in order that both may have the benefit of the same if they should erect a building adjoining on their own lot, at any time. NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. The first parties do hereby agree that the second parties, their heirs and assigns, shall have the right and privilege to construct a footer over and across the North 26 feet of the adjacent property line of the above described properties; said footer is to be erected according to specifications hereinafter set forth and shall be centered on the adjacent property line of the properties.

2. The second parties agree to construct said footer according to the following specifications:

(a) Concrete footer 12 inches thick.

(b) Concrete footer 60 inches wide, being constructed 30 inches on each side of property line of the properties herein described.

(c) Said footer to have 5 1/2 inch longitudinal steel reinforcing bars at 18 inch centers.

Said footer is to be constructed at the expense of the second parties, and the second parties agree to hold the first parties free and harmless from any liability arising through injuries suffered by the second parties or any third parties on the premises during the construction of said footer.

3. The parties hereto agree that the second parties may build a wall for a building to be constructed upon the property owned by the second parties directly on the East boundary line of the property owned by the second parties, all expense in connection with the construction of said wall to be borne by the second parties. Second parties further agree to hold the first parties free and harmless from any liability arising through injuries suffered by the second parties or any third parties on the premises in the construction of the said wall.

4. The second parties agree that if, at any time in the future, the first parties shall elect to extend the existing West wall of the building upon their premises, that the first parties shall, without cost, use the footer constructed by the second parties under this agreement, upon which to construct said extension; provided however, that any expense in extending the wall of the first parties shall be borne by them.

(continued)

No. 38 continued:

5. It is further agreed that all the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

/s/ Fraternal Order of Eagles, Aerie No. 595 By /s/ George Stocker, Trustee, Frank Savoya, Trustee, Guy Abramo, Trustee, First Parties.

/s/ John E. Dunkin, Ruth E. Dunkin, Second Parties.

Ack. March 24, 1956, by George Stocker, Frank Savoya, Guy Abramo, John E. Dunkin and Ruth E. Dunkin before Fanny J. Kreps, Notary Public, Mesa County, Colorado.

(N.P.Seal)

Commission expires April 17, 1957.

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John E. Dunkin and
Ruth E. Dunkin
to
Public Trustee, Mesa
County, Colorado, for
the use of Valley Federal
Savings and Loan Association
of Grand Junction.

TRUST DEED \$21,000.00 #720350
Dated June 2, 1958 Book 733
Filed June 3, 1958 Page 443
At 10:59 o'clock A.M.
Conveys: Lot 23 in Block 101 in the City
of Grand Junction, Mesa County, Colorado.
Together with all interest of mortgagors
in Party Wall Agreement recorded in Book
679 at Page 525 of Mesa County Records
and Agreement recorded in Book 680 at Page
71 of said records. IN TRUST to secure a

promissory note bearing even date herewith for the principal sum of \$21,000.00 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 \$233.35, on the first day of each month hereafter until paid and shall be applied First, To the payment of the interest on the unpaid balance of the principal; Second, To the payment at the option of the Association on delinquent taxes, assessments or insurance on property covered by this trust deed; and Third, The remainder of said payments on the principal, until said debt is paid in full. Two months' delinquency in said monthly payments shall, at the option of the holder of this note, render the whole indebtedness due and payable. Delinquent payments shall bear interest at the rate of 8% per annum. Extra payments may be made at any time, but 90 days advance interest shall be charged where the amount prepaid exceeds 20% of original principal amount of this note. To create a reserve fund for taxes and insurance, parties of the first part agree to pay concurrently with the above monthly payments the sum of \$51.40. It is hereby stipulated and agreed that said property shall not be sold nor contracted to be sold without the written consent of the Association. Upon the breach of this stipulation, the Association shall have the right to declare said note due and payable forthwith, without notice, and to foreclose this trust deed. /s/ John E. Dunkin, Ruth E. Dunkin.

Ack. June 2, 1958 by John E. Dunkin and Ruth E. Dunkin before O.K. Clifton, Notary Public, Mesa County, Colorado.

(N.P.Seal)

Commission expires June 22, 1961.

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

RELEASE DEED \$2.00 #720371
Dated June 3, 1958 Book 733
Filed June 3, 1958 Page 458
At 2:31 o'clock P.M.

Releases: All that property conveyed in trust in and by Document No. 662869 the same being that certain Deed of Trust

executed by John E. Dunkin and Ruth E. Dunkin, dated March 9, 1956, recorded March 12, 1956, in book 678 on page 529 to secure Valley Federal Savings and Loan Association of Grand Junction the payment of the indebtedness. INDEBTEDNESS PAID.

/s/ Burrell C. Reynolds, Public Trustee.

Ack. June 3, 1958 by Burrell C. Reynolds, Public Trustee before Lena A. Williams, Notary Public, Mesa County, Colorado.

(N.P.Seal)

Commission expires Sept. 6, 1961.

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38 @
OK
5-12-58
OK
39
O.K. esp. p. 35
include mt.
in party wall
agreement +
agreement 37
P. 14

40.

No. 44538

Continuation of

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

To

Lot Twenty-three (23) in Block One Hundred and One (101) in the City of Grand Junction, in Mesa County, Colorado.

From June 3, 1958 at 2:32 o'clock P. M.

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41.

John E. Dunkin
and Ruth E. Dunkin
to
Public Trustee, Mesa County,
Colorado, for the use of
Valley Federal Savings and
Loan Association of Grand
Junction

TRUST DEED \$21,000.00 #780722
Dated December 5, 1960 Book 792
Filed December 6, 1960 Page 195
At 11:35 o'clock A. M.
Conveys: Parcel 1: Lot 23 in Block 101
in the City of Grand Junction, together
with all interest of Mortgagors in the Party
Wall Agreement recorded in Book 679 at
page 525 of the Mesa County records and

together with all interest of Mortgagors in the Party Wall Agreement recorded in Book 680 at page 71 of the Mesa County Records. Parcel 2: Lot 9 in Block 101 in the City of Grand Junction, Mesa County, Colorado. IN TRUST to secure promissory note bearing even date herewith for the principal sum of \$21,000.00 payable with interest from date on the unpaid balance at the rate of 6 1/2% per annum payable monthly in advance. The said principal and interest shall be payable \$210.45 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. A late payment charge of 1/10 of 1% of unpaid principal will be made for each payment more than 20 days late, (that is, after the 20th of each month) To create a reserve fund for taxes and insurance, parties of the first part agree to pay concurrently with the above monthly payments the sum of \$67.00. It is hereby stipulated and agreed that said property shall not be sold nor contracted to be sold without the written consent of the Association. Upon the breach of this stipulation the Association shall have the right to declare said note due and payable forthwith, without notice, and to foreclose this trust deed.

/s/ John E. Dunkin, Ruth E. Dunkin

Ack. December 5, 1960 by John E. Dunkin and Ruth E. Dunkin before Laird K. Smith, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires June 19, 1963

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42.

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

RELEASE DEED \$2.00 #780748
Dated December 6, 1960 Book 792
Filed December 6, 1960 Page 218
At 3:03 o'clock P. M.

Releases: All that property conveyed in trust in and by Document No. 720350, the same being that certain Deed of Trust executed by John E. Dunkin and Ruth E. Dunkin, dated June 2, 1958 and recorded June 3, 1958 in Book 733 at page 443, to secure to Valley 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. December 6, 1960 by Burrell C. Reynolds, Public Trustee before Lena A. Williams, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires Sept. 6, 1961

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No 47455

Continuation of

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

to

Lot Twenty-three (23) in Block One Hundred and One (101) in the City of Grand Junction, in Mesa County, Colorado

From December 6, 1960 at 3:04 o'clock P. M.

#

John E. Dunkin and
Ruth E. Dunkin
to
Public Trustee, Mesa
County, Colorado for
use of Home Loan
Industrial Bank, Grand
Junction, Colorado

R

TRUST DEED \$4,170.00 #812709
Dated March 24, 1962 Book 821
Filed March 28, 1962 Page 583

At 11:10 o'clock A. M.
Conveys: Parcel 1: Lot 23 in Block 101 in
the City of Grand Junction, together with
all interest of Mortgagors in the Party
Wall Agreement recorded in Book 679, at
Page 525 of the Mesa County Records and
together with all interest of Mortgagors

in the Party Wall Agreement recorded in Book 680 at Page 71 of the Mesa County Records. Parcel 2: Lot 9 in Block 101 in the City of Grand Junction, Mesa County, Colorado. IN TRUST TO secure their promissory note bearing even date herewith for the total principal sum of \$4,170.00 after date thereof, with interest thereon at the rate of 12% per annum after maturity of each payment. Said note is payable in 60 equal monthly installments of \$69.51 each, with the first installment beginning May 10, 1962. Subject to a first and prior Trust Deed dated December 5, 1960, recorded December 6, 1960 in book 792 at page 195 of the Mesa County Records, securing the payment of \$21,000.00 to Valley Federal Savings and Loan Association of Grand Junction.

/s/ John E. Dunkin, Ruth E. Dunkin
Ack. March 26, 1962 by John E. Dunkin and Ruth E. Dunkin before Mary A. Babcock,
Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires Sept. 5, 1963

-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 One (1) entry, numbered 43, constitutes a true and correct Abstract of Title showing all instruments which appear of record or on file in the office of the County Clerk and Recorder of Mesa County, Colorado from December 6, 1960 at 3:04 o'clock P. M. up to March 28, 1962 at 11:11 o'clock A. M. affecting the title to the property described in the caption hereof.

Dated at Grand Junction, Colorado
March 28, 1962 at 11:11 o'clock A. M.

THE MESA COUNTY ABSTRACT COMPANY

By G. Neal Williams Manager



43

City Council of the City
of Grand Junction, Colorado
to

ORDINANCE NO. 1151
Filed May 3, 1962
At 3:55 o'clock P.M.

#815246
Filed

The State

44

AN ORDINANCE CREATING AND ORGANIZING " SPECIAL STORM SEWER DISTRICT NO. 1, GRAND JUNCTION ,COLORADO , A GENERAL IMPROVEMENT DISTRICT" WITHIN A PART OF THE CITY OF GRAND JUNCTION, COLORADO, AND DECLARING AN EMERGENCY.

WHEREAS ,petitions for the organization of " Special Storm Sewer District No. 1 , Grand Junction,Colorado ,presented to the City Council of the City of Grand Junction ,Colorado ; and,----- ,

WHEREAS ,said petitions comply fully with the requirements of Chapter 89, Article IV , Colorado Revised Statutes 1953,----- ,

WHEREAS ,the Clerk of said City has caused notice by publication to be made of the pendency of the petitions,of the purposes and boundaries of the proposed District , ----- ,

WHEREAS , on the 4th day of April,1962,the City Council of said City, at its regular meeting, met for the purpose of holding a hearing on the petitions for the organization of said District; and,--no one appeared to be heard against the creation of the said District ; and,----- ,

1. That said District has been duly organized and created.----- .

3. The District of lands within such District shall be as follows:

All Block 80; All Block 81; All Block 82; All Block 83; All Block 94;
All Block 95; All Block 96; All Block 97; South Half of Block 98; South
Half of Block 99; All Block 100; All Block 101; All Block 102; All Block
103; All Block 104; All Block 105; All Block 116; All Block 117; All Block
118; All Block 119; All Block 120; All Block 121; North Half of Block
122; North Half of Block 123; North Half of Block 124; North Half of Block
125; North Half of Block 126; North Half of Block 127

All of said blocks being in the City of Grand Junction, Mesa County ,Colorado,
and East 125 feet of Block 6; East 125 feet of Block 7

Said blocks being in Richard D. Mobley's First Subdivision,in the City of Grand
Junction ,Mesa County,Colorado.----- .

5. As the improvements in said District are imperatively needed ,it is hereby declared that an emergency exists,that this Ordinance is necessary for the immediate preservation of the public peace,health and safety,and shall be in full force and effect immediately upon its passage .

PASSED AND ADOPTED April 4,1962 .

/s/ Charles E. McCormick ,President of the City Council, Attest: /s/ Helen C. Tomlinson , City Clerk . (City of Grand Junction,Colorado Seal)

Certificate of Helen C. Tomlinson dated April 5,1962 that the above Ordinance No. 1151 was introduced ,read, passed and adopted and ordered published by unanimous vote of Council . (City of Grand Junction,Colorado Seal)

ORDINANCE NO. 1153

AN ORDINANCE AMENDING ORDINANCE NO. 1151 OF THE CITY OF GRAND JUNCTION,COLORADO, WHICH ORDINANCE CREATED AND ORGANIZED " SPECIAL STORM SEWER DISTRICT NO. 1, GRAND JUNCTION, COLORADO, A GENERAL IMPROVEMENT DISTRICT " BY CHANGING THE NAME OF SUCH DISTRICT TO " GRAND JUNCTION GENERAL IMPROVEMENT DISTRICT NO. 1 FOR STORM SEWERS , GRAND JUNCTION ,COLORADO , " AND DECLARING AN EMERGENCY .

2.That this action shall in no manner affect the proceedings heretofore taken in regard to such District being a ministerial act to eliminate any confusion which may have arisen through the naming of the District .

PASSED AND ADOPTED May 2, 1962

/s/ Charles E. McCormick,President of the City Council , Attest: Helen C. Tomlinson , City Clerk . (City of Grand Junction ,Colorado Seal)

Certificate of Helen C. Tomlinson dated May 3, 1962 that the above Ordinance No. 1153 was introduced, read, passed and adopted and ordered published by unanimous vote of Council . (City of Grand Junction, Colorado, Seal).

DEED OF TRUST

THIS INDENTURE, Made this 23rd day of August, 1962, between JOHN E. DUNKIN AND RUTH E. DUNKIN

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

45 THAT WHEREAS, The said First Party has executed their promissory note (hereinafter designated "note") bearing even date herewith for the total principal sum of FOUR THOUSAND, SEVEN HUNDRED, TWENTY SIX AND 80/100 Dollars, payable to the order of HOME LOAN INDUSTRIAL BANK

R whose address is Grand Junction, Colorado

after date thereof, with interest thereon ~~from the date thereof at the rate of~~ ~~per cent per annum payable~~ at the rate of 12 per cent per annum after maturity of each payment. Said note is payable in 60 equal installments of \$78.78 each, with the first installment beginning September 10, 1962.

(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:

Parcel 1: Lot 23 in Block 101 in the City of Grand Junction, together with all interest of Mortgagors in the Party Wall Agreement recorded in Book 679 at Page 525 of the Mesa County Records and together with all interest of Mortgagors in the Party Wall Agreement recorded in Book 680 at Page 71 of the Mesa County Records.

Parcel 2: Lot 9 in Block 101 in the City of Grand Junction.

Subject to a first and prior Trust Deed dated Dec- 5, 1960, recorded Dec- 6, 1960 in Book 792 at Page 195 of the Mesa County Records, securing the payment of \$21,000.00 to Valley Federal Savings and Loan Association of Grand Junction.

/s/ John E. Dunkin, Ruth E. Dunkin

Ack- Aug- 23, 1962 by John E. Dunkin and Ruth E. Dunkin before Mary A. Babcock N-P-M-C-C- (N,P. Seal) Com- exo- Sept. 5, 1963

108300

45

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822808
830-352
1:59 PM

AUG 27 1962

RELEASE OF DEED OF TRUST BY THE PUBLIC TRUSTEE

Know All Men by These Presents, That, Whereas,

John E. Dunkin and Ruth E. Dunkin

of the County of Mesa, in the State of Colorado, by their certain DEED OF TRUST dated the 24th day of March, A. D. 19 62, and duly recorded in the office of the County Clerk and Recorder of the County of Mesa, in the State of Colorado, on the 28th day of March, A. D. 19 62, in book 821 of said County records, on page 583, 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

Home Loan Industrial Bank

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. 812709 as recorded in the office of the County Clerk and Recorder of said Mesa County, Colorado, in Book and at Page aforesaid.

situate, lying and being in the County of Mesa and State of Colorado.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the privileges and appurtenances thereunto belonging forever. And further, that the said Trust Deed is, by these presents, to be considered as fully and absolutely released, cancelled and forever discharged.

WITNESS my hand and seal, this 12th day of September, A. D. 19 62.

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

STATE OF COLORADO, } ss. County of Mesa,

The foregoing instrument was acknowledged before me this 12th day of September, 19 62,

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

My Commission expires SEP 6 1965

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 _____

108715

46

4:06 PM

823878 831-367

SEP 12 1962

P.T. et al. Jobs 41+45 include Party wall agreements 37+38 C.H.

THE TITLE GUARANTY COMPANY

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

Hereby Certifies

That the foregoing -3- entries numbered 44 to 46 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 March 28, 1962 at 11:11 o'clock A.M.

Lot Twenty-three (23) in Block One Hundred and One (101) in the City of Grand Junction, in Mesa County, Colorado.

Dated this 20th day of April, A.D., 19 64, at 8 o'clock A.M.



THE TITLE GUARANTY COMPANY

By *Richard B. Williams*
Authorized Signature.

THE TITLE GUARANTY COMPANY

MESA COUNTY BRANCH
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

Abstract No. 53577

Promissory Note

Grand Junction, Colorado,
April 29, 1964

\$20,000.00

FOR VALUE RECEIVED, In monthly installments after date, I, we, or any of us promise to pay to the order of the Mesa Federal Savings and Loan Association of Grand Junction, at its office in Grand Junction, Colorado, the sum of TWENTY THOUSAND and No/100 DOLLARS, and such additional sums as may be advanced as provided for in Trust Deed set forth below, with interest from date on the unpaid balance at the rate of 6 1/2 per cent per annum, payable monthly in advance. The said principal and interest shall be payable \$ 174.25 on the first day of each month hereafter, and shall be applied FIRST, To the payment of the interest on the unpaid balance of the principal; and SECOND, the remainder of said payments on the principal, until said debt is paid in full. If additional advances are made, the monthly payments and interest thereon shall be agreed upon at the time of such advances. Any delinquency in said monthly payments shall, at the option of the holder of this note, render the whole indebtedness due and payable. A late payment charge of one-tenth of one percent of the unpaid balance of the loan, but not less than \$5.00, shall be added to each monthly payment not paid by the 15th of each month. Extra payments may be made at any time, but ninety days advance interest shall be charged where the amount paid exceeds 20% of the original principal amount in any one year period.

The makers, endorsers, sureties and guarantors of this note severally waive demand, presentment for payment, protest, notice of protest and non-payment of this note and all defenses on the ground of any extension of time or payment that may be given by the holder to them or any of them. If this note or payments thereon are not paid when due, they agree to pay a reasonable attorney's fee and all other costs of collection, and also waive all exemptions in case of suit hereon.

John E. Dunkin
Ruth E. Dunkin

Deed of Trust

THIS INDENTURE, Made this 29th day of April, 1964, between JOHN E. DUNKIN and RUTH E. DUNKIN

whose address is Grand Junction, Colorado hereinafter designated collectively as "First Party", which designation shall include successors in interest, and the Public Trustee of the County of Mesa and State of Colorado, party of the second part,

WITNESSETH, That WHEREAS, the First Party has executed the above Promissory Note, payable to Mesa Federal Savings and Loan Association of Grand Junction, whose address is Grand Junction, Colorado, hereinafter designated "Association",

AND WHEREAS, in addition to the monthly payments set forth in said note, First Party, in consideration of the loan herein, agrees to pay concurrently with the monthly payments on Note, one-twelfth of the sum of the annual taxes and assessments assessed on the hereinafter described real estate, insurance premiums and other agreed charges, estimated to be \$ 81.00 per month, and if such payments are not sufficient to pay said items, First Party agrees to increase such monthly payments and to pay any deficiency upon demand.

AND WHEREAS, Said Note provides for additional advances at the option of said Association, it is specifically agreed that such advances shall be a part of the principal indebtedness; that all of the covenants and agreements evidencing such advances shall be a part hereof and that this Deed of Trust shall secure, in addition to the original indebtedness, additional advances made by said Association to the makers of said Note or their successors in title, not in excess of \$ --00--, together with the interest thereon, plus any advances necessary to protect the security and costs.

NOW, THEREFORE, First Party in consideration of the premises, and for the purposes aforesaid, and to secure the prompt payment of said note and interest thereon, additional advances and all other obligations hereunder, does hereby grant, bargain, sell and convey unto the 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 Twenty-three in Block One Hundred One in the City of Grand Junction,
- and
- Lot Nine in Block One Hundred One, in the City of Grand Junction.

47
118430
Time 4:15 Book 868 Page 761 # 864520
APR 30 1964

No. 47
cont.

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging, including, but not limited to, the following equipment now or hereafter installed on said premises: all linoleums, wall to wall carpeting, blinds, drapes, shades, and all plumbing, stcking, heating, lighting, cooking, disposals, dish washers, refrigeration, air-conditioning, water heating, and water sprinkling equipment, now or hereafter installed; also the rents, issues and profits from said premises;

First Party agrees that in the event of any delinquency hereunder, the Association is authorized and directed to assume the management and control of said property and is hereby directed to let, lease and collect the rents therefrom without the appointment of a receiver and without Process of Law or Order of Court, and upon receipt of written request from the Association, all tenants of said premises hereby are directed to pay promptly all rent as it falls due, at the office of the Association without further notice from First Party;

IN TRUST NEVERTHELESS, That, in case of any default hereunder by First Party or successors in interest, the Association, or the legal holder of the indebtedness, may file notice with second party declaring such default and its election and demand that said property be advertised for sale and sold (en masse or in parcels at the discretion of the Public Trustee), in accordance with the Colorado Statutes in such case made and provided; and thereupon second party shall sell and dispose of said premises and all of the right, title and interest of First Party at public auction at the front door of the County Courthouse in the County wherein the aforesaid real property is situate, 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 the County wherein the aforesaid real property is situate. It is specifically agreed that time is of the essence of this contract and that if each and every stipulation, agreement, condition and covenants 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, at the option of Association and without notice to First Party, become due and payable forthwith, and said property may be sold in the manner and with the same effect as if said indebtedness had matured.

THE FIRST PARTY 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 and all additional advances on the days respectively that the same severally become due, and to 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 in an amount and in such companies as required by the Association and for its benefit, and, in the event that an insurer elects to pay a fire loss or damages in cash, rather than to repair, rebuild or replace the property lost or damaged, the Association shall have the option to apply the proceeds of such cash settlement of loss upon the sum hereby secured, up to the amount of the insured's indebtedness to the Association; to pay promptly all taxes, assessments, levies, water rents, insurance premiums, abstract and Title Policy charges, and all other liabilities, obligations and encumbrances as they may become due;

To and hereby does warrant title to and possession of the encumbered premises; waives Homestead Exemption and all other rights now vested or to be acquired, and further warrants that said premises are free and clear of all liens and encumbrances;

That in the event of the refusal or neglect by 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 any other encumbrance on said real property, or to perform any other agreement, condition, stipulation or covenant, as herein provided, the Association 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, with the same terms and rate of interest, and be secured hereby;

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

That in case of any default in the payment of any of the installments hereby secured or in the performance of any obligation herein contained, the Association 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 First Party 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, income and revenue therefrom shall be applied by such Receiver according to law and the orders and directions of the Court.

That in the event the ownership of the encumbered property or any part thereof, becomes vested in a person other than the First Party, the Association 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 on the indebtedness hereby secured;

That it is further stipulated 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 ten per cent of the total of the unpaid balance 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 a part of the costs of foreclosure.

It is further expressly understood and agreed that all 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 First Party has hereto set his hand the day and year first above written.

----- (SEAL) *John E. Dunkin* ----- (SEAL)
----- (SEAL) *Ruth E. Dunkin* ----- (SEAL)

STATE OF COLORADO,)
COUNTY OF MESA,) ss.

The foregoing instrument was acknowledged before me this 30th day of April, 1964, by JOHN E. DUNKIN and RUTH E. DUNKIN.

Witness my hand and official seal.

Guenna T. Simpson
Notary Public

My notarial commission expires February 4, 1967.

STATE OF COLORADO,)
COUNTY OF MESA,) ss.

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

Witness my hand and official seal,

Notary Public

My notarial commission expires _____



Arnie M. Dunston

DEED OF TRUST

THIS INDENTURE, Made this 23rd day of August, 1962,
between JOHN E. DUNKIN AND RUTH E. DUNKIN

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

THAT WHEREAS, The said First Party has executed their promissory
note (hereinafter designated "note") bearing even date herewith for the total principal sum of
FOUR THOUSAND, SEVEN HUNDRED, TWENTY SIX AND 80/100----- Dollars,
payable to the order of HOME LOAN INDUSTRIAL BANK

whose address is Grand Junction, Colorado

after date thereof, with interest thereon ~~from the date thereof at the rate of ----- per-~~
~~cent per annum payable~~ at the rate of 12 per cent per annum after maturity of each
payment. Said note is payable in 6 equal installments of \$78.78 each, with the
first installment beginning September 10, 1962.

(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:

Parcel 1: Lot 23 in Block 101 in the City of Grand Junction, together with all
interest of Mortgagors in the Party Wall Agreement recorded in Book 679 at Page
525 of the Mesa County Records and together with all interest of Mortgagors in
the Party Wall Agreement recorded in Book 680 at Page 71 of the Mesa County
Records.

Parcel 2: Lot 9 in Block 101 in the City of Grand Junction.

48

118441

Book 868 # 864558

Page 774

Book 868

Time 2:00

MAY 1 1964

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).

No. 48
cont.

IN TRUST NEVERTHELESS, That, in case of any default hereunder by first party or his successors in interest, the Beneficiary may file notice with party of the second part declaring such default and an election and demand that said property be advertised for sale and sold, in accordance with the Colorado Statutes in such case made and provided; and thereupon said party of the second part shall sell and dispose of said premises and all of the right, title and interest of the said party of the first part at public auction at the South front door of the County Court House in the County of Mesa, State of Colorado, or on said premises, four weeks' public notice having been previously given of the time and place of such sale, by advertisement, weekly, in some newspaper of general circulation at that time published in said County. It is specifically agreed that time is of the essence of this contract and if each and every stipulation, agreement, condition and covenant of said Note or of this Deed of Trust is not duly performed, complied with and abided by, then the balance of said note shall become due and payable forthwith, or at any time thereafter at the option of Beneficiary, and said property may be sold in the manner and with the same effect as if said indebtedness had matured.

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

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

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

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

Subject to First Deed of Trust to Mesa Federal Savings and Loan Association in the amount of \$20,000.00, recorded on Page 761, Book 868 of Mesa County Records

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.

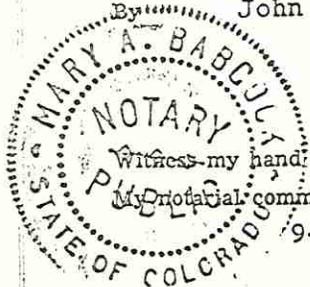
IN WITNESS WHEREOF, The said party of the first part has hereunto executed this Trust Deed the day and year first above written.

Dunkin Bros Brist & Supply Co
By John E. Dunkin (Seal)
John E. Dunkin (Seal)
Ruth E. Dunkin (Seal)

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

The foregoing instrument was acknowledged before me this 23rd day of August 1962

By John E. Dunkin and Ruth E. Dunkin



Witness my hand and official seal.
My Notarial commission expires 9-5-67

Mary A. Babcock
Notary Public.

THE MESA COUNTY ABSTRACT CO.

Established 1885

128 North Fifth Street

Grand Junction, Colo.

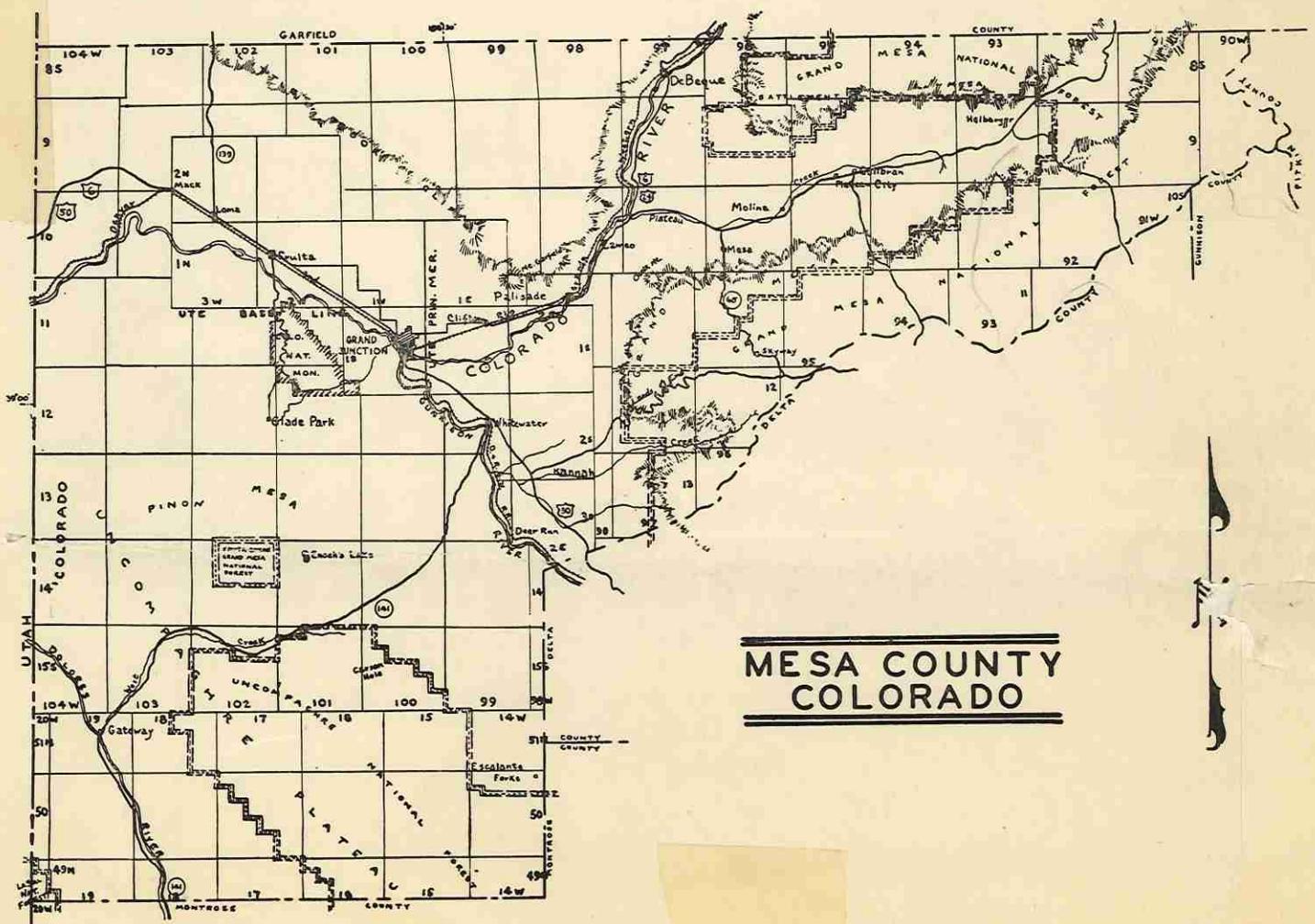
ABSTRACT OF TITLE TO

No. C-15728

Lot Twenty-three (23) in Block One Hundred and One (101) in the
City of Grand Junction, Mesa County, Colorado.

(The above described property is platted out of a part of the Northwest
Quarter of the Southwest Quarter of Section Fourteen (14), Township One
(1) South, Range One (1) West of the Ute Meridian).

For plat showing location of property described
in caption above, see entry 1 on inside yellow
cover sheet at end of this abstract, which, by
this notation and reference, is hereby made a
part hereof.



2. The Grand Junction Town
Company, George Addison
Crawford and Richard Daniel
Mobley, Directors
to
The State

DECLARATION OF OCCUPANCY #G-20297
Filed November 16, 1881 Book 13
At 9:30 o'clock A.M. Page 144
Claims occupancy of SW $\frac{1}{4}$ Sec. 14, Twp. 1S, R. 1W,
together with all and singular the hereditaments
and appurtenances thereunto belonging or in any
wise appertaining. Settlement having been made
September 26, 1881.

/s/ The Grand Junction Town Company (private seal, there being no official seal)
by George Addison Crawford, Richard Daniel Mobley.
Ack. November 7, 1881 by George Addison Crawford, Director of the Grand Junction
Town Company before Richard D. Mobley, Justice of the Peace. (Seal)
Ack. November 16, 1881 by Richard Daniel Mobley, Director of the Grand Junction
Town Company, before George W. Pettit, Notary Public, Gunnison County, Colorado.
(N. P. Seal)

-o---00---o-

3. U.S. Receiver
to
Charles F. Shanks
Mayor of Grand Junction

RECEIVER'S RECEIPT \$800.00 #14
Dated December 6, 1882 Book 10
Filed March 15, 1883 Page 4
At 11:00 o'clock A.M.
\$800. being in full for NW $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$
Sec. 14, and N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 23, Twp. 1S, R. 1W,

U.P.M., 640 acres at \$1.25 per acre.
Wm. K. Burchinell, Receiver, Leadville, Colorado.

-o---00---o-

4. United States
to
Charles F. Shanks, Mayor of the
Town of Grand Junction. In
Trust for the several use and
benefit of the occupants of
the Townsite of Grand Junction.

PATENT Certificate No. 820 #9031
Dated February 19, 1880 Book 7
Filed March 7, 1890 Page 345
At 8:40 o'clock A.M.
Whereas, Charles F. Shanks, Mayor of the Town
of Grand Junction, in trust for the several
use and benefit of the occupants of the Town-
site of Grand Junction, according to their
respective interests, has deposited in the

General Land Office of the United States a certificate of the Register of the Land
Office at Leadville, Colorado, whereby it appears that full payment has been made
by Charles F. Shanks, Mayor as aforesaid, in trust as aforesaid, according to the
provisions of the Act of Congress of Apr. 24, 1820, and acts supplemental thereto,
including that of March 2, 1867, for the NW $\frac{1}{4}$ and SW $\frac{1}{4}$, the S $\frac{1}{2}$ of NE $\frac{1}{4}$ and W $\frac{1}{2}$ of SE $\frac{1}{4}$
of Sec. 14, and the N $\frac{1}{2}$ of NW $\frac{1}{4}$ of Sec. 23, Twp. 1S, R. 1W, U.M., 560 acres; there-
fore gives and grants the land above described.

(Signed)

By the president: Benjamin Harrison.

-o---00---o-

5. Town of Grand Junction
to
Thomas B. Crawford

CERTIFIED COPY OF ORDINANCE #1789
Filed May 7, 1884 Book 10
At 4:10 o'clock P.M. Page 297

An Ordinance to Appoint and Authorize
Thomas B. Crawford of Gunnison County, Colorado
to Act as a Commissioner to Sell and Convey Any Lands or Real Estate Within the
Corporate Limits of the Town of Grand Junction, Which May Hereafter Be Entered in
Any Land Office by the Corporate Authorities of Said Town. Be it ordered by the
Board of Trustees of the Town of Grand Junction; Section 1. That Thomas B. Crawford
of Gunnison County, State of Colorado, be and is hereby appointed and is authorized
to act as a Commissioner 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 uses and benefit of the occupants upon such real estate, under
and in accordance with the provisions of an Act of the General Assembly of Colorado,
entitled An Act to Provide for the Disposal of Town Lots and the Proceeds of Sales
in Townsites Entered on the Public Lands, and approved March 1, 1881.
Approved Oct. 30, 1882. Charles F. Shanks, Mayor. P.H. Westmorland, Clerk and
Recorder.

State of Colorado,
Mesa County, SS

I, W.E. Shaffer, Recorder of the Town of Grand Junction, in the County and

No. 5 continued:

State aforesaid, do hereby certify the above and foregoing to be a full, true and correct copy of the ordinance of the Town of Grand Junction appointing Thomas B. Crawford, Commissioner of Deeds, passed by the Board of Trustees of the said Town October 30, 1882, as shown by the Book of Ordinances of the said Town. Witness my hand and corporate seal of the said Town of Grand Junction this 7th day of May, A.D. 1884.

(Seal)

W.E. Shaffer, Town Recorder.

-o---00---o-

6.

The State
to
The Grand Junction Town
Company

ARTICLES OF INCORPORATION
Dated October 10, 1881
Filed February 1887
At 2:00 o'clock P.M.

#4361
Book 20
Page 375

NAME: The Grand Junction Town Company

OBJECTS: Selecting, surveying, platting, purchasing and recording town site and building town and selling lots in same. Said town to be built at or near Grand River at its Junction with Gunnison River and called Grand Junction.

To exist 20 years.

Capital \$100,000. divided into 10,000 shares of \$10. each.

Number of directors: Three and those for first year: R.D. Mobley, George A. Crawford and M. Rush Warner.

Principal office: Grand Junction. principal business carried on in Gunnison County.

Directors to make prudential by-laws.

Signed and Ack. October 13, 1881 by George A. Crawford (signed George Addison Crawford), M. Rush Warner and Richard D. Mobley, before George W. Pettit, Notary Public, Gunnison County, Colorado.

(Seal)

Certified July 23, 1883 by A.J. Bean, Clerk and Recorder, Gunnison County, Colorado. by D.C. Scribner, Deputy, that foregoing is full true and correct copy as appears in records of Gunnison County.

(Seal)

-o---00---o-

7.

The Grand Junction Town and
Improvement Company

AMENDED CERTIFICATE OF
INCORPORATION of the Grand
Junction Town Company
Filed August 20, 1885
At 9:30 o'clock A.M.

3099
Book 14
Page 214

George A Crawford, president of The Grand Junction Town Company, sworn, deposes and says that above amended certificate truly represents the changes that have been made in the Certificate of Incorporation of The Grand Junction Town Company; that the name has been changed to The Grand Junction Town and Improvement Company; that the capital stock has been increased from \$100,000.00 to \$500,000.00 and the number of directors increased from six to eight.

Sworn to December 6, 1883, before M.L. Allison, Cojnty Clerk, Mesa County, Colorado.

(Seal)

-o---00---o-

8.

Thos. H. Williams
to
The Grand Junction Town
Company.

QUIT CLAIM DEED \$60.00
Dated April 26, 1882
Filed May 2, 1882
At 8:00 o'clock A.M.

#G-23358
Book 13
Page 105

Conveys: Sec. 14, Twp. 1S, R. 1W, Ute Meridian and more particularly NE $\frac{1}{4}$ SW $\frac{1}{4}$ Said Sec. 14,

with right to possession and occupancy heretofore claimed by Thomas H. Williams. Ack. April 26, 1882 before James W. Bucklin, Notary Public, Gunnison County, Colo. (All places, but signature, grantors name is "Thomas H. Williams.")

-o---00---o-

Thomas B. Crawford, (Seal),
Commissioner; Charles F. Shanks
(Seal), Mayor; Attest, P.H.
Westmorland, Clerk and Re-
corder of the Town of Grand
Junction (Corporate Seal).

DEED

Dated March 16, 1883

Filed April 9, 1883

At 11:15 o'clock A.M.

145
Book 7
Page 3

9. to
The Grand Junction Town
Company

Whereas, the Corporate Authorities of the
Town of Grand Junction did, on Dec. 6, 1882,
enter at the Land Office at Leadville, Colorado,
as part of the Townsite of Grand Junction,
the NW $\frac{1}{4}$, the SW $\frac{1}{4}$, the SE $\frac{1}{4}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$ of
Sec. 14, and the N $\frac{1}{2}$ of NW $\frac{1}{4}$ of Sec. 23, Twp.
1S, R. 1W, Ute Meridian, in trust for the

several use and benefit of the occupants thereof, under the provisions of the Act
of Congress of March 2, 1867;

Whereas, Charles F. Shanks, Mayor of said Town, on behalf of the Corporate
Authorities thereof, did, within thirty days after entry, give public notice of
said entry by posting notices and by publication; and, whereas, ninety days have
expired since first publication; and, whereas, the Corporate Authorities did, on
Oct. 30, 1882, appoint Thomas B. Crawford, Commissioner to sell and convey any
land thereafter to be entered by said Corporate Authorities, in trust for the
several use and benefit of the occupants thereof, under the provisions of an Act
of the General Assembly of Colorado, approved March 1, 1881, the said Thomas B.
Crawford having qualified as such Commissioner; the said Corporate Authorities,
through Thomas B. Crawford, Commissioner and Charles F. Shanks, Mayor of said Town
of Grand Junction, in execution of the trust reposed in party of the first part,
and in consideration of certain vested rights which party of the second part has
and had in land hereinafter described at time of entry, and in consideration of
equitable ownership of party of second part by reason of prior, continued, present
and sole possession and occupancy, having originally selected, located, staked,
surveyed, platted and improved said lots and lands, and having filed with the
recorder of then County of Gunnison, declarations of the occupancy and plat, and
in further consideration of \$1,500.00, Conveys: Lots 1 to 9, 14, 15, 16, 20 to
26, 28, 29, 30, Block 101, in the Town of Grand Junction (and other property).
Ack. March 10, 1883, by Thomas B. Crawford, Commissioner, and Charles F. Shanks,
Mayor of the Town of Grand Junction, Before J.W. Boulden, Justice of the Peace, in
and for Mesa County, Colorado.

-o---00---o-

10. The Town of Grand Junction

DEDICATION

Filed April 3, 1882

At 9:00 o'clock A.M.

Plat Book 1

Pages 1 & 2

Grand Junction embraces Section 14, Twp. 1S, R. 1W, according to survey made
in 1881 by authority of the Interior Department of the U.S. for the Ute Indians. It
is on Grand River, opposite the mouth of the Gunnison. Grand and Gunnison Avenues
and Main Street and Seventh Street are 100 ft. wide. All others 80 feet except
upon the East, North and West which are half streets with the width marked on the
plat. All alleys are 20 feet wide and run East and West except those running North
& South in rear of Seventh street from Block 6 to 160 and Block 5 to 159, which are
15 feet wide. All lots fronting on Grand and Gunnison Avenues are 25x150 ft. except
the East lots which are marked. All lots fronting East on Seventh Street are 135
ft. deep. Those fronting West on this street are 140 ft. deep. All lots fronting
on North Avenue are 25x145 feet except the one on the East which is marked. All
lots fronting on the South of South Avenue are 25x130 feet except the one on the
East which is marked. All other lots are 25x125 ft. except those marked otherwise
on the plat. Blocks 37-42-135 & 140 are dedicated for Parks. Block 84 is dedicated
for City Hall and Public Library, Armory and Fire Department, Court House and City
and County Jail. Block 95 is dedicated to Central High School. Lots 29-30-31-32
in Blocks 25-30-125 & 130 are dedicated to Ward Schools. Lots 29-30-31 & 32 in
Blocks 80-81-82-83-86 & 87 are dedicated to churches. Lot 15 in Block 94 is dedi-
cated to the Young Men's Christian Association. Lots 1 and 2 Block 127 are dedicated
to Public Hall. Lot 17, Block 52, 32 in Block 47, 1 in Block 130, 16 in Block 125
are dedicated to Engine Houses. Lots 1-2-3&4 in Block 155 are dedicated to a City
Infirmary. Magnetic Variation 14 degrees, 45 minutes East.

This plat as above explained represents the lands selected, surveyed and
platted by the Grand Junction Town Company, and now known as the town of Grand
Junction, in Gunnison County, Colo. The streets, alleys, parks and other grounds
therein set apart for public used are hereby dedicated to the purposes named in
the plat.

(continued on next sheet)

No. 10 continued:

In witness Whereof, the Grand Junction Town Company has caused these presents to be signed by its President and its official seal to be affixed hereto, this 27th day of March A.D. 1882.

(Town Seal)

The Grand Junction Town Company

George A. Crawford, President

Ack. March 27, 1882 by George A. Crawford, President of the Grand Junction Town Company, before James W. Bucklin, Notary Public, Gunnison County, Colorado.

I, A.J. Bean, County Clerk and Recorder in and for the County of Gunnison, State aforesaid, do hereby certify that the within and foregoing is a full, true and correct copy of the Record of Town Plats for Mesa County, Colo. as the same appears in the Records of Gunnison County, Colorado.

/s/ A.J. Bean, County Clerk and Recorder, Gunnison County, Colorado.

(Gunnison County, Colorado Seal)

-o---00---o-

11.

State
to
Town of Grand Junction

PLAT First Division ReSurvey

Dated October 6, 1885

Filed October 6, 1885

At 11:10 o'clock A.M.

#3206

Book 1

Page 9

That the town of Grand Junction through O.D.

Russell its Mayor duly authorized by ordinance does hereby execute and deliver the within plat as a true and correct plat of as much of said town as therein delineated and of streets, alleys, avenues, parks, lots, blocks and surpluses therein. Signed and Acknowledged by O.D. Russell, known to be Mayor of Town of Grand Junction Colorado, October 6, 1885 before James W. Bucklin, Notary Public, Mesa County, Colorado.

(Seal)

-o---00---o-

12.

The Grand Junction Town and
Improvement Company by George
A. Crawford, President. (Seal)

to

James J. Brooks

WARRANTY DEED \$725.00

Dated February 2, 1884

Filed February 4, 1884

At 8:00 o'clock A.M.

#1441

Book 16

Page 271

Conveys: Lots 19 and 20 Block 28. Lots 15 and 16, Block 52. Lot 3, Block 81. Lots 1 and 2, Block 91. Lot 23, Block 101, Grand

Junction, except liens and taxes since March 26, 1883.

Ack. February 2, 1884 by George A. Crawford, known to be President of Grand Junction, Town and Improvement Company, before Thomas B. Crawford, Notary Public, Mesa County, Colorado.

(Seal)

-o---00---o-

13.

James J. Brooks

to

Thomas B. Crawford and
Fred W. Halbouer

WARRANTY DEED \$2000.00

Dated March 17, 1890

Filed May 1, 1890

At 3:00 o'clock P.M.

#9453

Book 29

Page 375

Conveys: Lots 19 and 20, Block 28. Lots 15 and 16, Block 52. Lot 3, Block 81. Lots 1

and 2, Block 91. Lot 23, Block 101, Grand Junction.

Ack. April 3, 1890 before W.W. Moffitt, Commissioner for Colorado at Washington, D.C. Commission expires May 2, 1891

(Seal)

-o---00---o-

14.

Thomas B. Crawford

Fred W. Halbouer

to

R.E. Fletcher

WARRANTY DEED \$600.00

Dated April 30, 1890

Filed May 10, 1890

At 10:35 o'clock A.M.

#9509

Book 29

Page 394

Conveys: Lot 23, Block 101, Grand Junction.

Ack. May 1, 1890 before Addison J. McCune, County Clerk, Mesa County, Colorado, by Frank McClintock, Deputy.

(Seal)

-o---00---o-

In the Matter of the Estate of George W. Fletcher, Deceased

DECREE OF FINAL SETTLEMENT AND DETERMINATION OF HEIRSHIP
Filed Sept. 7, 1948
At 2:40 o'clock P.M.
State of Colorado, County of Mesa, ss
In the County Court, No. 4836

#488805
Book 492
Page 427

And now on this day comes Marion Fletcher the Administratrix of the Estate of George W. Fletcher, deceased, and presents to the Court a final report of her acts and doings as such, asks that the same be approved and that she be discharged and said estate decreed to be fully administered according to law. And it appearing to the Court, from the records and files herein, and the Court doth find that George W. Fletcher departed this life on or about the 26th day of January, A.D. 1948; and thereafter Marion Fletcher was duly appointed administratrix of said Estate, And it further appearing to the Court and the Court doth find that a notice to creditors to file claims against said Estate was published, in the manner and as required by law, and that all claims allowed by the Court against said Estate and all costs of administration and inheritance taxes have been paid and that said administratrix of said Estate has sent notices to all creditors whose claims have not been allowed, of the date fixed for final settlement as required by law and such claims of such creditors have been allowed and satisfied or disallowed. And the Court doth further find that more than six months have elapsed since letters were issued herein and that there has been published, in the manner and as required by law, and in accordance with an order of this Court, a Notice that said final report would be presented for approval on Tuesday, the 7th day of September, A.D. 1948. And it appearing from said report, and the Court doth find that said Administratrix has received, for and on behalf of said Estate, the sum of \$8000.00; and has expended the sum of \$491.02, leaving in her hands the sum of \$7508.98 to be distributed as hereinafter provided; And the Court doth further find that said administratrix has faithfully administered the estate of said deceased which has come to her hands and has fully performed her duties as such and as provided by law, And it further appearing to the Court that said deceased died leaving intestate lands, tenements or hereditaments and that a petition was heretofore filed herein by Marion Fletcher, administratrix claiming to be an heir at law of the said deceased and making application for the determination of heirship and that the Order for notice of final settlement and the notice of final settlement published as aforesaid included a notice of said application and such, and the Court having received and heard the testimony and proofs introduced herein, and having considered the same, doth find, ascertain and determine that the sole and only heir at law of said deceased, and their interest in said estate, are as follows, to-wit:

Name	Relationship	Fractional interest
Marion Fletcher	Daughter	All

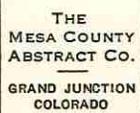
It is Therefore Ordered, Adjudged and Decreed by the Court that the said heirs at law are the sole and only heirs at law of said deceased and upon the death of said deceased became seized and possessed of all the right, title and interest which the said deceased enjoyed during his lifetime in and to any and all lands, tenements, hereditaments or other property of which the said deceased died seized and possessed. And It Is Further Ordered, Adjudged and Decreed that distribution of the said sum now on hand be made to the following named persons respectively or to their legal representatives in the amounts as hereinafter set forth, to-wit: To Marion Fletcher, daughter of said deceased the sum of \$7,508.98. And It Is Further Ordered, Adjudged and Decreed that the final report and all acts and doings of the said Marion Fletcher in and about the administration of the said Estate be, and the same are hereby in all things fully ratified, confirmed and approved by the Court and that, having made said distribution and having filed proper receipts therefor in this Court, she be discharged and her bondsmen released from further liability in the premises.

Done in open Court this 7th day of September, A.D. 1948
By the Court, Adair J. Hotchkiss, Judge.

State of Colorado) ss
County of Mesa)

I do hereby certify that the above and foregoing is a full, true and complete copy of the Decree of Final Settlement and Determination of Heirship in the matter of the Estate of George W. Fletcher, Deceased, made from the original paper.

WITNESS, My hand and the seal of this Court in my 7th day of September, 1948
(Signed) Gladys Moss, Clerk. (Mesa County, Colorado, County Court Seal)



No. C-15871

Continuation of

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

to

Lot Twenty-three (23) in Block One Hundred and One (101) in the City of Grand Junction, Mesa County, Colorado.

From February 23, 1951 at 8:00 o'clock A.M.

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24.	Alvan C. Fletcher to Neora E. Fletcher	POWER OF ATTORNEY Dated February __, 1951 Filed March 6, 1951 At 10:05 o'clock A. M.	#536584 Book 542 Page 506
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I, Alvan C. Fletcher--, reposing special trust and confidence in Neora E. Fletcher---have made, constituted and appointed, and by these presents do make, constitute and appoint the said Neora E. Fletcher my true and lawful attorney for me and in my name, place and stead, for my sole use and benefit, to accept \$2000.00 from the Equitable Fire & Marine Insurance Company, on account of the fire in the building on Lot 23, in Block 101, in the City of Grand Junction, Colorado, and to apply the same to the repair of said building; to enter into contract with the contractors for the repair thereof; to borrow sufficient money to put the building in as good condition as it was before said fire; to sign all necessary documents, trust deed, note or other papers in connection herewith, and to do all other things necessary; Hereby giving and granting unto my said attorney with full power and authority to do and to perform all and every act and thing-----/s/ Alvan C. Fletcher.

Ack. February __, 1951 by Alvan C. Fletcher before Arthur Conger, Jr, Notary Public, _____ County, Missouri.
(N. P. Seal shows Cass County). (Body of Ack. recites: "And the said Alvan C. Fletcher further declared himself to be single and unmarried, a widower, his wife being deceased.")

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25.	Archer W. Fletcher to Neora E. Fletcher	POWER OF ATTORNEY Dated February __, 1951 Filed March 6, 1951 At 10:06 o'clock A. M.	#536585 Book 542 Page 507
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I, Archer W. Fletcher,---reposing special trust and confidence in Neora E. Fletcher--have made, constitute and appoint the said Neora E. Fletcher my true and lawful attorney for me and in my name, place and stead, for my sole use and benefit, to accept \$2000.00 from the Equitable Fire & Marine Insurance Company, on account of the fire in the building on Lot 23 in Block 101, in the City of Grand Junction, Colorado, and to apply the same to repair of said building; to enter into a contract with the contractors for the repair thereof; to borrow sufficient money to put the building in as good condition as it was before said fire; to sign all necessary documents, trust deed, note, or others papers in connection therewith, and to do all other things necessary. Hereby giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done.-----/s/ Archer W. Fletcher.

Ack. February 10, 1951 by Archer W. Fletcher before Mabel A. Jasper, Notary Public, Yolo County, California.
(N. P. Seal) Commission expires June 8, 1951

-o-----oo-----o-

No. C-28244

Continuation of

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

to

Lot Twenty-three (23) in Block One-hundred-One (101) in the City of Grand Junction, in Mesa County, Colorado.

From March 9, 1951 at 3:31 o'clock P. M.

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28.

Neora E. Fletcher, Agent
for owners
and
John E. Dunkin, Purchaser

PURCHASE CONTRACT \$15,000.00 #629405
Dated December 10, 1954 Book 638
Filed March 26, 1955 Page 151
at 12:01 o'clock P. M.

Conditioned for the conveyance of: Lot 23, Block 101, City of Grand Junction, Mesa County, Colorado. Purchaser agrees to pay for said property the purchase price of \$15,000.00 as follows: \$1,000.00 on the execution of this agreement, receipt of which is above acknowledged, and the balance as follows: \$14,000.00 upon delivery by the seller of a good and sufficient warranty deed conveying said property to the buyer. An abstract of title to said property, certified to date at the owner's cost, shall be furnished the purchaser showing merchantable title in the owner. The owner - - - agrees to deliver - - - a good and sufficient warranty deed - - - clear of all liens and encumbrances. Time is of the essence of this contract.

/s/ John E. Dunkin, Purchaser, Neora E. Fletcher, Agent for owners.

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

29.

In the Matter of the De-
termination of Interests
in the lands of Ollie Darrow
and Alvan C. Fletcher deceased

DECREE #635822
Filed May 26, 1955 Book 649
at 2:40 o'clock P. M. Page 335

In the District Court in and for
the County of Mesa and State of Colorado
Civil Action No. 9948. This matter having

come on to ___ heard this May 26, 1955: The Court doth find: That the matters stated in the petition are true; that notice has been properly served in accordance with statute; that no persons in interest have appeared; that more than 20 days have elapsed since the date of the last publication of notice and that more than 30 days have elapsed since the date of mailing of notice. That Ollie Fletcher Darrow, formerly Ollie Boyer, died intestate on October 6, 1951 at North Hollywood, California. That she died seized and possessed of the following described real property, to-wit: a undivided 2/10ths interest in Lot 23, Block 101, City of Grand Junction, Mesa County, Colorado. That her sole and only heirs at law and the interests each are entitled to in the above described property are:

Name	Interest
Margaret A. Hunt	1/10th
Mildred B. Hanson	1/10th

That Alvan C. Fletcher died intestate on August 20, 1953, at Harrisonville, Missouri. That he died seized and possessed of the following real property: an undivided 2/10ths interest in Lot 23, Block 101, City of Grand Junction, Mesa County, Colorado. That his sole and only heir at law and the interest of said heir in the above described property is Laura Pickell, 2/10ths. The Court further finds that the present owners of said real property are as follows:

Neora Fletcher	2/10ths
Acher W. Fletcher	2/10ths
Marian Fletcher	2/10ths
Laura Pickell	2/10ths
Margaret A. Hunt	1/10th
Mildred B. Hanson	1/10th

Continued on next sheet.

No. 29 continued.

Wherefore it is ordered, adjudged and decreed that Margaret A. Hunt and Mildred B. Hanson are the sole owners and only heirs at law of the said Ollie Fletcher Darrow, deceased; that Laura Pickell is the sole and only heir at law of the said Alvan C. Fletcher, deceased and that they with Petitioner and the said Archer W. Fletcher and Marian Fletcher are now the present owners in said respective proportion of the real estate above described.

Done in open Court May 26, 1955. By the Court Charles E. Blaine, District Judge, State of Colorado, County of Mesa, SS.

Certificate of true and complete copy of Decree attached May 26, 1955 by Lucy E. Hogan, Clerk District Court of Mesa County, Colorado.

(District Court Seal)

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

30. Archer W. Fletcher, Laura Pickell, Margaret A. Hunt and Mildred B. Hanson to Neora Fletcher

POWER OF ATTORNEY #646343
Dated July 7, 1955 Book 660
Filed September 7, 1955 Page 65
At 4:21 o'clock P. M.

--appoint Neora Fletcher, our true and lawful attorney for us and in our names, places and sead for our sole

use and benefit, to sell and convey all of our right, title and interest in and to Lot 23 in Block 101 in the City of Grand Junction, Mesa County, Colorado; such sale to be for such price as to her may seem advisable. Our said Attorney and Agent is hereby authorized to make, execute and deliver a deed or other instrument of right that may be necessary or proper to carry into effect any agreement of sale heretofore made by her in such manner that all of the estate, right, title and interest in said lot and premises may be effectually and actually conveyed and assured to the purchaser, his heirs, successors or assigns. Said Agent and Attorney is further authorized to receive the consideration or purchase price arising from the sale of said lot and to give good receipt therefor which receipt shall exonerate the person paying such money to her from looking to the application or being responsible for the loss or misapplication thereof.

/s/ Archer W. Fletcher, Margaret A. Hunt, Mildred B. Hanson, Laura Pickell.
Ack. July 7, 1955 by Archer W. Fletcher before Mabel A. Jasper, Notary Public, Yolo County, California.

(N. P. Seal)

Commission expires June 8, 1955.

Ack. July 23, 1955 by Margaret A. Hunt before Emma Crawford, Notary Public, Los Angeles County, California.

(N. P. Seal)

Commission expires Sept. 24, 1957.

Ack. July 25, 1955 by Mildred B. Hanson before Milton O. (last name illegible) Notary Public, (Los Angeles County, California).

(N. P. Seal)

Commission expires Jan. 29, 1958.

Ack. July 18, 1955 by Laura Pickell before Prudilde Anderson, Notary Public, Cass County, Missouri.

(N. P. Seal)

Commission expires April 13, 1959.

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

31. Neora Fletcher, Marion Fletcher, sometimes known as Marian Fletcher, Archer W. Fletcher, Laura Pickell, Margaret A. Hunt, and Mildred B. Hanson to John E. Dunkin

WARRANTY DEED \$10.00 and #646344
other valuable consideration Book 660
Dated August 4, 1955 Page 69
Filed September 7, 1955
At 4:22 o'clock P.M.

Conveys: Lot 23 in Block 101 in the City of Grand Junction, with all its appurtenances, and warrant the title to the same, Mesa County, Colorado, subject to the 1955 taxes payable in 1956 (IRS \$16.50).

/s/ Neora Fletcher, also known as Neora E. Fletcher, Marion Fletcher, Archer W. Fletcher, Laura Pickell, Margaret A. Hunt and Mildred B. Hanson By Neora Fletcher Attorney in Fact.

Ack. August 4, 1955 by Neora Fletcher, also known as Neora E. Fletcher before Scott W. Heckman, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires April 21, 1956.

Ack. August 4, 1955 by Marion Fletcher, sometimes known as Marian Fletcher before Scott W. Heckman, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires April 21, 1956.

Ack. August 4, 1955 by Neora Fletcher as Attorney in Fact for Archer W. Fletcher, Laura Pickell, Margaret A. Hunt and Mildred B. Hanson before Scott W. Heckman, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires April 21, 1956.

32.

John E. Dunkin
to
John E. Dunkin and Ruth E. Dunkin, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivor forever.

WARRANTY DEED \$10.00 and #646345
other valuable considerations Book 660
Dated September 7, 1955 Page 71
Filed September 7, 1955
At 4:23 o'clock P. M.
Conveys: Lot 23 in Block 101 in the City of Grand Junction, Mesa County, Colorado. Except the general property taxes for 1955, due and payable in 1956. (Consideration less than \$100.00)
/s/ John E. Dunkin

Ack. September 7, 1955 by John E. Dunkin, before Tom E. Elder, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires August 17, 1958.

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

33.

John E. Dunkin and
Ruth E. Dunkin
to
Public Trustee, Mesa County, Colorado, for the use of United States Bank of Grand Junction, a Colorado Corporation, Grand Junction, Colorado

R TRUST DEED \$14,000.00 #646346
Dated September 7, 1955 Book 660
Filed September 7, 1955 Page 72
At 4:54 o'clock P. M.
Conveys: Lot 23 in Block 101 in the City of Grand Junction, Mesa County, Colorado. IN TRUST to secure their note bearing even date herewith for the principal sum of \$14,000.00, payable 1 year after date, with interest from

date at the rate of 6% per annum payable semi-annually.
/s/ John E. Dunkin, Ruth E. Dunkin.
Ack. September 7, 1955 by John E. Dunkin and Ruth E. Dunkin before Tom E. Elder, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires 8/17/58.

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

34.

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

RELEASE DEED \$2.00 #646450
Dated September 8, 1955 Book 660
Filed September 8, 1955 Page 132
At 3:43 o'clock P. M.
Releases: All that property conveyed in trust, in and by Document No. 536955

the same being that certain Trust Deed executed by Ollie Fletcher Darrow, formerly Ollie Boyer, Archer W. Fletcher, Alvan C. Fletcher, Marian Fletcher, Neora E. Fletcher dated March 2, 1951, recorded March 9, 1951 in Book 543 on page 199 to secure to The Modern Building and Loan Association, a Corporation the payment of the indebtedness. INDEBTEDNESS PAID.
/s/ Burrell C. Reynolds, As the Public Trustee in said County of Mesa.
Ack. September 8, 1955 by Burrell C. Reynolds, Public Trustee before Lena A. Williams, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires Sep. 23, 1957.

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STATE OF COLORADO)
)\$S
COUNTY OF M E S A)

THE MESA COUNTY ABSTRACT COMPANY hereby certifies that the foregoing consisting of Seven (7) entries, numbered from 28 to 34, 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 March 9, 1951 at 3:31 o'clock P. M. up to September 8, 1955 at 3:44 o'clock P. M., affecting the title to the property described in the caption hereof.

Dated at Grand Junction, Colorado
September 8, 1955 at 3:44 o'clock P. M.
THE MESA COUNTY ABSTRACT COMPANY

BY Richard B. Williams
Manager. RB

*O.K. copy.
J.O. 33 +
2 of releases
on 2 estates
see decree 29.
C.H.
Considering amount
value pay release
can be waived
for trust deed*



No. 31640

Continuation of
A B S T R A C T O F T I T L E
to

Lot Twenty-three (23) in Block One hundred one (101) in the City of Grand Junction, Mesa County, Colorado.

From September 8, 1955 at 3:44 o'clock P. M.

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35

John E. Dunkin and
Ruth E. Dunkin
to
Public Trustee, Mesa
County, Colorado for use
of Valley Federal Savings
and Loan Association of
Grand Junction

TRUST DEED \$19,000.00 #662869
Dated March 9, 1956 Book 678
Filed March 12, 1956 Page 529
At 9:01 o'clock A. M.

Conveys: Lot 23 in Block 101 in the City of Grand Junction, Mesa County, Colorado. IN TRUST to secure their note bearing even date herewith for the sum of \$19,000.00 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 \$211.10 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 nor contracted to be sold without the written consent of the Association. Upon the breach of this stipulation, the Association shall have the right to declare said note due and payable forthwith, without notice, and to foreclose this Trust Deed.

/s/ John E. Dunkin, Ruth E. Dunkin
Ack. March 9, 1956 by John E. Dunkin and Ruth E. Dunkin before O. K. Clifton,
Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires June 22, 1957.

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

36

Public Trustee, Mesa
County, Colorado.
to
Present owner or owners

RELEASE DEED \$2.00 #662912
Dated March 12, 1956 Book 678
Filed March 12, 1956 Page 559
At 1:12 o'clock P. M.

Releases: All that property conveyed in trust, in and by Document No. 646346 the same being that certain Deed of Trust executed by John E. Dunkin and Ruth E. Dunkin dated September 7, 1955 and recorded September 7, 1955 in book 660 on page 72 to secure United States Bank of Grand Junction, a Colorado Corporation payment of the indebtedness. INDEBTEDNESS PAID.

/s/ Burrell C. Reynolds as the Public Trustee in said County of Mesa
Ack. March 12, 1956 by Burrell C. Reynolds as the Public Trustee in said County of Mesa, Colorado before Lena A. Williams, Notary Public, Mesa County, Colorado.
(N. P. Seal) Commission expires Sep. 23, 1957.

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

No.37931

Continuation of

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

To

Lot Twenty-three (23) in Block One hundred one (101) in the City of Grand Junction, Mesa County, Colorado.

From March 12, 1956, at 1:13 o'clock P.M.

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37

Lewis A. Lapp and
Ferdinand Ferguson
and
John E. Dunkin and
Ruth E. Dunkin.

AGREEMENT #663830
Dated March 12, 1956 Book 679
Filed March 22, 1956 Page 525
At 9:48 o'clock A.M.

WITNESSETH: WHEREAS, the first parties are the owners of the following described real property, to-wit: Lot 24, Block 101 in the City of Grand Junction, Mesa County, Colorado. WHEREAS, the second parties are the owners of the following described real property, to-wit: Lot 23, Block 101 in the City of Grand Junction, Mesa County, Colorado. WHEREAS, the East boundary line of the property owned by the first parties lies adjacent to the West boundary line of the property owned by the second parties, and it is the desire of the parties hereto to enter into a party wall arrangement in connection with a wall constructed along the East boundary line of the property of the first parties. NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. The first parties, for and in consideration of the sum of \$1,000.00, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the parties of the second part, their heirs and assigns, forever, an undivided one-half interest in and to the brick wall as now constructed along the East boundary line of the following described property, to-wit: Lot 24, Block 101 in the City of Grand Junction, Mesa County, Colorado. Said wall is approximately 12 inches thick, being and lying on the above described property.

2. First parties agree that the second parties shall, in the erection of a building upon the property owned by the, freely and lawfully, and without damage to the property of the first parties, make use of such easterly wall of the building owned by the first parties as a party wall and shall use said wall as such forever.

3. It is further agreed that in case either of the parties, their heirs or assigns, desire to build a building longer than the present wall on the premises, the same shall be on a line with the present wall, and if either of the parties shall desire to build an additional story on the present wall, the wall shall be on top of and on the same line as the present wall or any extension thereof; and when either of the parties shall extend the said wall, the other parties shall have the right to use, as a party wall and join the same by paying the other parties one-half the cost of such wall as they shall use. It is agreed that the wall herein described and any extension thereof shall at all times be and the same is a party wall.

4. The parties mutually agree, for and with themselves, their heirs and assigns, that if it shall hereafter become necessary or desirable to repair or rebuild the whole or any portion of the said party wall, the expense of such repairing or rebuilding shall be borne equally by the parties hereto, their heirs or assigns, as to so much and such portion of said party wall, as the parties hereto shall, at the time of rebuilding or repairing, be using in common and that whenever said party wall, or such portion thereof, shall be rebuilt, it shall be erected on the same line and be of the same size and of the same or similar material and of like quality with the present wall.

5. It is further mutually agreed that in case of damage or destruction of said wall or any extension thereof, including the foundation, either of the parties, their heirs and assigns, shall have the right to repair or rebuild the said wall and said extension, and the other parties, whenever they desire to use the same shall have the right to do so upon the payment of one-half of the expense of such repairing or rebuilding, unless the parties hereto have mutually agreed to pay one-half of any expense of such repairing or rebuilding previously to the time

(continued on next page)

No. 37 continued:

of repair. It is further agreed that this agreement shall be perpetual, and at all times be construed as a covenant running with the land, and that no part of the fee and the soil upon which the party wall above described stands shall pass or be vested in the second parties; and the ownership of the fee and the soil shall remain unchanged in the same manner as if this agreement had not been made.

6. IT IS FURTHER AGREED that all the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

/s/ Lewis A. Lapp, Ferdinand Ferguson, First Parties.

/s/ John E. Dunkin, Ruth E. Dunkin, Second Parties.

Ack. March 13, 1956, by _____ before Fanny J. Kreps, Notary Public, Mesa County, Colorado.

(N.P. Seal)

Commission expires April 17, 1957.

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

38

George Stocker, Frank Savoya and Guy Abramo, Trustees of Fraternal Order of Eagles, Aerie No. 595, and their successors in trust

and

John E. Dunkin and Ruth E. Dunkin.

AGREEMENT

Dated March 21, 1956

Filed March 26, 1956

At 12:40 o'clock P.M.

#664075

Book 680

Page 71

WITNESSETH: WHEREAS, the first parties are the owners of the following described real property, to-wit: Lot 22, Block 101 in the City of Grand Junction, Mesa County, Colorado. WHEREAS, the second parties are the owners of the following described

real property, to-wit: Lot 23, Block 101 in the City of Grand Junction, Mesa County, Colorado. WHEREAS, the West boundary line of the property owned by the first parties lies adjacent to the West boundary line of the property owned by the second parties, and it is the desire of the second parties to erect a wall of a building on their property with the wall being constructed along the East boundary line of the property owned by the second parties. WHEREAS, the second parties are about to erect a building on the property owned by them, adjoining the property owned by the first parties, and it is desirable that in the erection of the building by the second parties that they should run a footer on the property line between the above described properties, in order that both may have the benefit of the same if they should erect a building adjoining on their own lot, at any time. NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. The first parties do hereby agree that the second parties, their heirs and assigns, shall have the right and privilege to construct a footer over and across the North 26 feet of the adjacent property line of the above described properties; said footer is to be erected according to specifications hereinafter set forth and shall be centered on the adjacent property line of the properties.

2. The second parties agree to construct said footer according to the following specifications:

(a) Concrete footer 12 inches thick.

(b) Concrete footer 60 inches wide, being constructed 30 inches on each side of property line of the properties herein described.

(c) Said footer to have 5 1/2 inch longitudinal steel reinforcing bars at 18 inch centers.

Said footer is to be constructed at the expense of the second parties, and the second parties agree to hold the first parties free and harmless from any liability arising through injuries suffered by the second parties or any third parties on the premises during the construction of said footer.

3. The parties hereto agree that the second parties may build a wall for a building to be constructed upon the property owned by the second parties directly on the East boundary line of the property owned by the second parties, all expense in connection with the construction of said wall to be borne by the second parties. Second parties further agree to hold the first parties free and harmless from any liability arising through injuries suffered by the second parties or any third parties on the premises in the construction of the said wall.

4. The second parties agree that if, at any time in the future, the first parties shall elect to extend the existing West wall of the building upon their premises, that the first parties shall, without cost, use the footer constructed by the second parties under this agreement, upon which to construct said extension; provided however, that any expense in extending the wall of the first parties shall be borne by them.

(continued)

No. 38 continued:

5. It is further agreed that all the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

/s/ Fraternal Order of Eagles, Aerie No. 595 By /s/ George Stocker, Trustee, Frank Savoya, Trustee, Guy Abramo, Trustee, First Parties.

/s/ John E. Dunkin, Ruth E. Dunkin, Second Parties.

Ack. March 24, 1956, by George Stocker, Frank Savoya, Guy Abramo, John E. Dunkin and Ruth E. Dunkin before Fanny J. Kreps, Notary Public, Mesa County, Colorado.

(N.P.Seal)

Commission expires April 17, 1957.

-o-----oo-----o-

John E. Dunkin and
Ruth E. Dunkin
to
Public Trustee, Mesa
County, Colorado, for
the use of Valley Federal
Savings and Loan Association
of Grand Junction.

TRUST DEED \$21,000.00 #720350
Dated June 2, 1958 Book 733
Filed June 3, 1958 Page 443

At 10:59 o'clock A.M.
Conveys: Lot 23 in Block 101 in the City
of Grand Junction, Mesa County, Colorado.
Together with all interest of mortgagors
in Party Wall Agreement recorded in Book
679 at Page 525 of Mesa County Records
and Agreement recorded in Book 680 at Page
71 of said records. IN TRUST to secure a

promissory note bearing even date herewith for the principal sum of \$21,000.00 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 \$233.35, on the first day of each month hereafter until paid and shall be applied First, To the payment of the interest on the unpaid balance of the principal; Second, To the payment at the option of the Association on delinquent taxes, assessments or insurance on property covered by this trust deed; and Third, The remainder of said payments on the principal, until said debt is paid in full. Two months' delinquency in said monthly payments shall, at the option of the holder of this note, render the whole indebtedness due and payable. Delinquent payments shall bear interest at the rate of 8% per annum. Extra payments may be made at any time, but 90 days advance interest shall be charged where the amount prepaid exceeds 20% of original principal amount of this note. To create a reserve fund for taxes and insurance, parties of the first part agree to pay concurrently with the above monthly payments the sum of \$51.40. It is hereby stipulated and agreed that said property shall not be sold nor contracted to be sold without the written consent of the Association. Upon the breach of this stipulation, the Association shall have the right to declare said note due and payable forthwith, without notice, and to foreclose this trust deed. /s/ John E. Dunkin, Ruth E. Dunkin.

Ack. June 2, 1958 by John E. Dunkin and Ruth E. Dunkin before O.K. Clifton, Notary Public, Mesa County, Colorado.

(N.P.Seal)

Commission expires June 22, 1961.

-o-----oo-----o-

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

RELEASE DEED \$2.00 #720371
Dated June 3, 1958 Book 733
Filed June 3, 1958 Page 458

At 2:31 o'clock P.M.
Releases: All that property conveyed in
trust in and by Document No. 662869 the
same being that certain Deed of Trust

executed by John E. Dunkin and Ruth E. Dunkin, dated March 9, 1956, recorded March 12, 1956, in book 678 on page 529 to secure Valley Federal Savings and Loan Association of Grand Junction the payment of the indebtedness. INDEBTEDNESS PAID.

/s/ Burrell C. Reynolds, Public Trustee.

Ack. June 3, 1958 by Burrell C. Reynolds, Public Trustee before Lena A. Williams, Notary Public, Mesa County, Colorado.

(N.P.Seal)

Commission expires Sept. 6, 1961.

-o-----oo-----o-

38
OK
5-12-58
39
O.K. esp. D. 35
in party wall
agreement +
agreement 37
P. 14

40.

No. 44538

Continuation of

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

To

Lot Twenty-three (23) in Block One Hundred and One (101) in the City of Grand Junction, in Mesa County, Colorado.

From June 3, 1958 at 2:32 o'clock P. M.

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41.

John E. Dunkin
and Ruth E. Dunkin
to
Public Trustee, Mesa County,
Colorado, for the use of
Valley Federal Savings and
Loan Association of Grand
Junction

TRUST DEED \$21,000.00 #780722
Dated December 5, 1960 Book 792
Filed December 6, 1960 Page 195
At 11:35 o'clock A. M.

Conveys: Parcel 1: Lot 23 in Block 101
in the City of Grand Junction, together
with all interest of Mortgagors in the Party
Wall Agreement recorded in Book 679 at
page 525 of the Mesa County records and

together with all interest of Mortgagors in the Party Wall Agreement recorded in
Book 680 at page 71 of the Mesa County Records. Parcel 2: Lot 9 in Block 101
in the City of Grand Junction, Mesa County, Colorado. IN TRUST to secure
promissory note bearing even date herewith for the principal sum of \$21,000.00
payable with interest from date on the unpaid balance at the rate of 6 1/2% per
annum payable monthly in advance. The said principal and interest shall be
payable \$210.45 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.
A late payment charge of 1/10 of 1% of unpaid principal will be made for each
payment more than 20 days late, (that is, after the 20th of each month) To
create a reserve fund for taxes and insurance, parties of the first part agree
to pay concurrently with the above monthly payments the sum of \$67.00. It is
hereby stipulated and agreed that said property shall not be sold nor contracted
to be sold without the written consent of the Association. Upon the breach of
this stipulation the Association shall have the right to declare said note due
and payable forthwith, without notice, and to foreclose this trust deed.

/s/ John E. Dunkin, Ruth E. Dunkin

Ack. December 5, 1960 by John E. Dunkin and Ruth E. Dunkin before Laird K.
Smith, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires June 19, 1963

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42.

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

RELEASE DEED \$2.00 #780748
Dated December 6, 1960 Book 792
Filed December 6, 1960 Page 218
At 3:03 o'clock P. M.

Releases: All that property conveyed in
trust in and by Document No. 720350, the

same being that certain Deed of Trust executed by John E. Dunkin and Ruth E.
Dunkin, dated June 2, 1958 and recorded June 3, 1958 in Book 733 at page 443,
to secure to Valley 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. December 6, 1960 by Burrell C. Reynolds, Public Trustee before Lena A.
Williams, Notary Public, Mesa County, Colorado.

(N. P. Seal)

Commission expires Sept. 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 Two (2) entries, numbered 41 and 42, 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 June 3, 1958 at 2:32 o'clock P. M., up to December 6, 1960 at 3:04 o'clock P. M., affecting the title to the property described in the caption hereof.

Dated at Grand Junction, Colorado

December 6, 1960 at 3:04 o'clock P. M.

THE MESA COUNTY ABSTRACT COMPANY

BY Richard B. Williams
 Manager RB.

City Council of the City
of Grand Junction, Colorado
to

ORDINANCE NO. 1151
Filed May 3, 1962
At 3:55 o'clock P.M.

#815246
Filed

The State

44

AN ORDINANCE CREATING AND ORGANIZING " SPECIAL STORM SEWER DISTRICT NO. 1, GRAND JUNCTION ,COLORADO , A GENERAL IMPROVEMENT DISTRICT" WITHIN A PART OF THE CITY OF GRAND JUNCTION, COLORADO, AND DECLARING AN EMERGENCY.

WHEREAS ,petitions for the organization of " Special Storm Sewer District No. 1 , Grand Junction,Colorado ,presented to the City Council of the City of Grand Junction ,Colorado ; and,----- ,

WHEREAS ,said petitions comply fully with the requirements of Chapter 89, Article IV , Colorado Revised Statutes 1953,----- ,

WHEREAS ,the Clerk of said City has caused notice by publication to be made of the pendency of the petitions,of the purposes and boundaries of the proposed District , ----- ,

WHEREAS , on the 4th day of April,1962,the City Council of said City, at its regular meeting, met for the purpose of holding a hearing on the petitions for the organization of said District; and,--no one appeared to be heard against the creation of the said District ; and,----- ,

1. That said District has been duly organized and created.----- .

3. The District of lands within such District shall be as follows:

All Block 80; All Block 81; All Block 82; All Block 83; All Block 94;
All Block 95; All Block 96; All Block 97; South Half of Block 98; South
Half of Block 99; All Block 100; All Block 101; All Block 102; All Block
103; All Block 104; All Block 105; All Block 116; All Block 117; All Block
118; All Block 119; All Block 120; All Block 121; North Half of Block
122; North Half of Block 123; North Half of Block 124; North Half of Block
125; North Half of Block 126; North Half of Block 127

All of said blocks being in the City of Grand Junction, Mesa County ,Colorado,
and East 125 feet of Block 6; East 125 feet of Block 7

Said blocks being in Richard D. Mobley's First Subdivision,in the City of Grand
Junction ,Mesa County,Colorado.----- .

5. As the improvements in said District are imperatively needed ,it is hereby declared that an emergency exists,that this Ordinance is necessary for the immediate preservation of the public peace,health and safety,and shall be in full force and effect immediately upon its passage .

PASSED AND ADOPTED April 4,1962 .

/s/ Charles E. McCormick ,President of the City Council, Attest: /s/ Helen C. Tomlinson , City Clerk .(City of Grand Junction,Colorado Seal)

Certificate of Helen C. Tomlinson dated April 5,1962 that the above Ordinance No. 1151 was introduced ,read, passed and adopted and ordered published by unanimous vote of Council . (City of Grand Junction,Colorado Seal)

ORDINANCE NO. 1153

AN ORDINANCE AMENDING ORDINANCE NO. 1151 OF THE CITY OF GRAND JUNCTION,COLORADO, WHICH ORDINANCE CREATED AND ORGANIZED " SPECIAL STORM SEWER DISTRICT NO. 1, GRAND JUNCTION, COLORADO, A GENERAL IMPROVEMENT DISTRICT " BY CHANGING THE NAME OF SUCH DISTRICT TO " GRAND JUNCTION GENERAL IMPROVEMENT DISTRICT NO. 1 FOR STORM SEWERS , GRAND JUNCTION ,COLORADO , " AND DECLARING AN EMERGENCY .

2.That this action shall in no manner affect the proceedings heretofore taken in regard to such District being a ministerial act to eliminate any confusion which may have arisen through the naming of the District .

PASSED AND ADOPTED May 2, 1962

/s/ Charles E. McCormick,President of the City Council , Attest: Helen C. Tomlinson , City Clerk . (City of Grand Junction ,Colorado Seal)

Certificate of Helen C. Tomlinson dated May 3, 1962 that the above Ordinance No. 1153 was introduced, read, passed and adopted and ordered published by unanimous vote of Council .(City of Grand Junction, Colorado, Seal).

DEED OF TRUST

THIS INDENTURE, Made this 23rd day of August, 1962, between JOHN E. DUNKIN AND RUTH E. DUNKIN

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

45 THAT WHEREAS, The said First Party has executed their promissory note (hereinafter designated "note") bearing even date herewith for the total principal sum of FOUR THOUSAND, SEVEN HUNDRED, TWENTY SIX AND 80/100 Dollars, payable to the order of HOME LOAN INDUSTRIAL BANK

whose address is Grand Junction, Colorado

after date thereof, with interest thereon ~~from the date thereof at the rate of~~ per cent per annum payable at the rate of 12 per cent per annum after maturity of each payment. Said note is payable in 60 equal installments of \$78.78 each, with the first installment beginning September 10, 1962.

(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:

Parcel 1: Lot 23 in Block 101 in the City of Grand Junction, together with all interest of Mortgagors in the Party Wall Agreement recorded in Book 679 at Page 525 of the Mesa County Records and together with all interest of Mortgagors in the Party Wall Agreement recorded in Book 680 at Page 71 of the Mesa County Records.

Parcel 2: Lot 9 in Block 101 in the City of Grand Junction.

Subject to a first and prior Trust Deed dated Dec- 5, 1960, recorded Dec- 6, 1960 in Book 792 at Page 195 of the Mesa County Records, securing the payment of \$21,000.00 to Valley Federal Savings and Loan Association of Grand Junction.

/s/ John E. Dunkin, Ruth E. Dunkin

Ack- Aug- 23, 1962 by John E. Dunkin and Ruth E. Dunkin before Mary A. Babcock N-P-M-C-C- (N,P. Seal) Com- exo- Sept. 5, 1963

103300

45

R

822808
830-352
1:59 PM

AUG 27 1962

RELEASE OF DEED OF TRUST BY THE PUBLIC TRUSTEE

Know All Men by These Presents, That, Whereas,

John E. Dunkin and Ruth E. Dunkin

of the County of Mesa, in the State of Colorado, by their certain DEED OF TRUST dated the 24th day of March, A. D. 19 62, and duly recorded in the office of the County Clerk and Recorder of the County of Mesa, in the State of Colorado, on the 28th day of March, A. D. 19 62, in book 821 of said County records, on page 583, 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

Home Loan Industrial Bank

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. 812709 as recorded in the office of the County Clerk and Recorder of said Mesa County, Colorado, in Book and at Page aforesaid.

situate, lying and being in the County of Mesa and State of Colorado.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the privileges and appurtenances thereunto belonging forever. And further, that the said Trust Deed is, by these presents, to be considered as fully and absolutely released, cancelled and forever discharged.

WITNESS my hand and seal, this 12th day of September, A. D. 19 62.

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

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

The foregoing instrument was acknowledged before me this 12th day of September, 19 62.

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

My Commission expires SEP 6 1965

Donald W. Kanaly 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 _____

1967-5

46

4:06 PM

823878 831-367

SEP 12 1967

P.T. et al. Jobs 41+45 include Party wall agreements 37+38 C.H.

THE TITLE GUARANTY COMPANY

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

Hereby Certifies

That the foregoing -3- entries numbered 44 to 46 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 March 28, 1962 at 11:11 o'clock A.M.

Lot Twenty-three (23) in Block One Hundred and One (101) in the City of Grand Junction, in Mesa County, Colorado.

Dated this 20th day of April, A.D., 19 64, at 8 o'clock A.M.



THE TITLE GUARANTY COMPANY

By *Richard B. Williams*
Authorized Signature.

THE TITLE GUARANTY COMPANY

MESA COUNTY BRANCH
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

Abstract No. 53577

Promissory Note

Grand Junction, Colorado,

\$20,000.00

April 29, 1964

FOR VALUE RECEIVED, In monthly installments after date, I, we, or any of us promise to pay to the order of the Mesa Federal Savings and Loan Association of Grand Junction, at its office in Grand Junction, Colorado, the sum of TWENTY THOUSAND and No/100 DOLLARS, and such additional sums as may be advanced as provided for in Trust Deed set forth below, with interest from date on the unpaid balance at the rate of 6 1/2 per cent per annum, payable monthly in advance. The said principal and interest shall be payable \$ 174.25 on the first day of each month hereafter, and shall be applied FIRST, To the payment of the interest on the unpaid balance of the principal; and SECOND, the remainder of said payments on the principal, until said debt is paid in full. If additional advances are made, the monthly payments and interest thereon shall be agreed upon at the time of such advances. Any delinquency in said monthly payments shall, at the option of the holder of this note, render the whole indebtedness due and payable. A late payment charge of one-tenth of one percent of the unpaid balance of the loan, but not less than \$5.00, shall be added to each monthly payment not paid by the 15th of each month. Extra payments may be made at any time, but ninety days advance interest shall be charged where the amount paid exceeds 20% of the original principal amount in any one year period.

The makers, endorsers, sureties and guarantors of this note severally waive demand, presentment for payment, protest, notice of protest and non-payment of this note and all defenses on the ground of any extension of time or payment that may be given by the holder to them or any of them. If this note or payments thereon are not paid when due, they agree to pay a reasonable attorney's fee and all other costs of collection, and also waive all exemptions in case of suit hereon.

John E. Dunkin
Ruth E. Dunkin

Deed of Trust

THIS INDENTURE, Made this 29th day of April, 1964,

between JOHN E. DUNKIN and RUTH E. DUNKIN

whose address is Grand Junction, Colorado hereinafter designated collectively as "First Party", which designation shall include successors in interest, and the Public Trustee of the County of Mesa and State of Colorado, party of the second part,

WITNESSETH, That WHEREAS, the First Party has executed the above Promissory Note, payable to Mesa Federal Savings and Loan Association of Grand Junction, whose address is Grand Junction, Colorado, hereinafter designated "Association",

AND WHEREAS, in addition to the monthly payments set forth in said note, First Party, in consideration of the loan herein, agrees to pay concurrently with the monthly payments on Note, one-twelfth of the sum of the annual taxes and assessments assessed on the hereinafter described real estate, insurance premiums and other agreed charges, estimated to be \$ 81.00 per month, and if such payments are not sufficient to pay said items, First Party agrees to increase such monthly payments and to pay any deficiency upon demand.

AND WHEREAS, Said Note provides for additional advances at the option of said Association, it is specifically agreed that such advances shall be a part of the principal indebtedness; that all of the covenants and agreements evidencing such advances shall be a part hereof and that this Deed of Trust shall secure, in addition to the original indebtedness, additional advances made by said Association to the makers of said Note or their successors in title, not in excess of \$ --00--, together with the interest thereon, plus any advances necessary to protect the security and costs.

NOW, THEREFORE, First Party in consideration of the premises, and for the purposes aforesaid, and to secure the prompt payment of said note and interest thereon, additional advances and all other obligations hereunder, does hereby grant, bargain, sell and convey unto the 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 Twenty-three in Block One Hundred One in the City of Grand Junction,
- and
- Lot Nine in Block One Hundred One, in the City of Grand Junction.

47
118430
Time 4:15 Book 868 Page 761 # 864520
APR 30 1964

No. 47
cont.

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging, including, but not limited to, the following equipment now or hereafter installed on said premises: all linoleums, wall to wall carpeting, blinds, drapes, shades, and all plumbing, stocking, heating, lighting, cooking, disposals, dish washers, refrigeration, air-conditioning, water heating, and water sprinkling equipment, now or hereafter installed; also the rents, issues and profits from said premises;

First Party agrees that in the event of any delinquency hereunder, the Association is authorized and directed to assume the management and control of said property and is hereby directed to let, lease and collect the rents therefrom without the appointment of a receiver and without Process of Law or Order of Court, and upon receipt of written request from the Association, all tenants of said premises hereby are directed to pay promptly all rent as it falls due, at the office of the Association without further notice from First Party;

IN TRUST NEVERTHELESS, That, in case of any default hereunder by First Party or successors in interest, the Association, or the legal holder of the indebtedness, may file notice with second party declaring such default and its election and demand that said property be advertised for sale and sold (en masse or in parcels at the discretion of the Public Trustee), in accordance with the Colorado Statutes in such case made and provided; and thereupon second party shall sell and dispose of said premises and all of the right, title and interest of First Party at public auction at the front door of the County Courthouse in the County wherein the aforesaid real property is situate, 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 the County wherein the aforesaid real property is situate. It is specifically agreed that time is of the essence of this contract and that if each and every stipulation, agreement, condition and covenants 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, at the option of Association and without notice to First Party, become due and payable forthwith, and said property may be sold in the manner and with the same effect as if said indebtedness had matured.

THE FIRST PARTY 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 and all additional advances on the days respectively that the same severally become due, and to 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 in an amount and in such companies as required by the Association and for its benefit, and, in the event that an insurer elects to pay a fire loss or damages in cash, rather than to repair, rebuild or replace the property lost or damaged, the Association shall have the option to apply the proceeds of such cash settlement of loss upon the sum hereby secured, up to the amount of the insured's indebtedness to the Association; to pay promptly all taxes, assessments, levies, water rents, insurance premiums, abstract and Title Policy charges, and all other liabilities, obligations and encumbrances as they may become due;

To and hereby does warrant title to and possession of the encumbered premises; waives Homestead Exemption and all other rights now vested or to be acquired, and further warrants that said premises are free and clear of all liens and encumbrances;

That in the event of the refusal or neglect by 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 any other encumbrance on said real property, or to perform any other agreement, condition, stipulation or covenant, as herein provided, the Association 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, with the same terms and rate of interest, and be secured hereby;

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

That in case of any default in the payment of any of the installments hereby secured or in the performance of any obligation herein contained, the Association 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 First Party 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, income and revenue therefrom shall be applied by such Receiver according to law and the orders and directions of the Court.

That in the event the ownership of the encumbered property or any part thereof, becomes vested in a person other than the First Party, the Association 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 on the indebtedness hereby secured;

That it is further stipulated 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 ten per cent of the total of the unpaid balance 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 a part of the costs of foreclosure.

It is further expressly understood and agreed that all 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 First Party has hereto set his hand the day and year first above written.

----- (SEAL) *John E. Dunkin* ----- (SEAL)
----- (SEAL) *Ruth E. Dunkin* ----- (SEAL)

STATE OF COLORADO)
COUNTY OF MESA.) ss.

The foregoing instrument was acknowledged before me this 30th day of April, 1964, by JOHN E. DUNKIN and RUTH E. DUNKIN.

Witness my hand and official seal.

Guenna J. ...
Notary Public

My notarial commission expires February 4, 1967.

STATE OF COLORADO)
COUNTY OF MESA.) ss.

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

by _____
Witness my hand and official seal,

Notary Public

My notarial commission expires _____

Recorded at 2:00 o'clock P. M. Reception No. 864558

May 1, 1964 Book

BOOK 868 Page PAGE 774

Recorder

Annice M. Dunston



DEED OF TRUST

THIS INDENTURE, Made this 23rd day of August, 1962, between JOHN E. DUNKIN AND RUTH E. DUNKIN

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

THAT WHEREAS, The said First Party has executed their promissory note (hereinafter designated "note") bearing even date herewith for the total principal sum of FOUR THOUSAND, SEVEN HUNDRED, TWENTY SIX AND 80/100 Dollars, payable to the order of HOME LOAN INDUSTRIAL BANK

whose address is Grand Junction, Colorado

after date thereof, with interest thereon ~~from the date thereof at the rate of~~ percent-per-annum-payable- at the rate of 12 per cent per annum after maturity of each payment. Said note is payable in 6 equal installments of \$78.78 each, with the first installment beginning September 10, 1962.

(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:

Parcel 1: Lot 23 in Block 101 in the City of Grand Junction, together with all interest of Mortgagors in the Party Wall Agreement recorded in Book 679 at Page 525 of the Mesa County Records and together with all interest of Mortgagors in the Party Wall Agreement recorded in Book 680 at Page 71 of the Mesa County Records.

Parcel 2: Lot 9 in Block 101 in the City of Grand Junction.

48

118441

time 2:00 Book 868 Page 774 # 864558

MAY 1 1964

No. 48
cont.

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

IN TRUST NEVERTHELESS, That, in case of any default hereunder by first party or his successors in interest, the Beneficiary may file notice with party of the second part declaring such default and an election and demand that said property be advertised for sale and sold, in accordance with the Colorado Statutes in such case made and provided; and thereupon said party of the second part shall sell and dispose of said premises and all of the right, title and interest of the said party of the first part at public auction at the South front door of the County Court House in the County of Mesa, State of Colorado, or on said premises, four weeks' public notice having been previously given of the time and place of such sale, by advertisement, weekly, in some newspaper of general circulation at that time published in said County. It is specifically agreed that time is of the essence of this contract and if each and every stipulation, agreement, condition and covenant of said Note or of this Deed of Trust is not duly performed, complied with and abided by, then the balance of said note shall become due and payable forthwith, or at any time thereafter at the option of Beneficiary, and said property may be sold in the manner and with the same effect as if said indebtedness had matured.

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

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

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

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

Subject to First Deed of Trust to Mesa Federal Savings and Loan Association in the amount of \$20,000.00, recorded on Page 761, Book 868 of Mesa County Records

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.

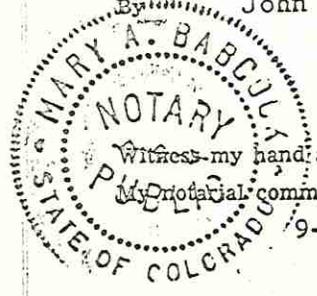
IN WITNESS WHEREOF, The said party of the first part has hereunto executed this Trust Deed, the day and year first above written.

Dunkin Blue Print & Supply Co
By John E. Dunkin (Seal)
John E. Dunkin (Seal)
Ruth E. Dunkin (Seal)

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

The foregoing instrument was acknowledged before me this 23rd day of August 1962

By John E. Dunkin and Ruth E. Dunkin



Witness my hand and official seal.
My Notarial commission expires 9-5-67

Mary A. Babcock
Notary Public.

State of Colorado
County of Mesa) ss.

Recorded at 3:02 o'clock P.M. MAY - 1 1964
Reception No. 864582 *Annale M. Dunkin*, Clerk and Recorder

BOOK 868 PAGE 790

RELEASE OF DEED OF TRUST BY THE PUBLIC TRUSTEE

Know All Men by These Presents, That, Whereas,

John E. Dunkin and Ruth E. Dunkin

of the County of Mesa, in the State of Colorado, by their certain DEED OF TRUST dated the 5th day of December, A. D. 1960, and duly recorded in the office of the County Clerk and Recorder of the County of Mesa, in the State of Colorado, on the 6th day of December, A. D. 1960, in book 792 of said County records, on page 195, 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

Valley Federal Savings and Loan Association of Grand Junction
the payment of the indebtedness mentioned therein.

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

NOW, THEREFORE, At the request of the legal holder of the indebtedness secured by said Deed of Trust, and in consideration of the premises, and in further consideration of the sum of 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. 780722 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 30th day of April, A. D. 1964.

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 30th day of April, 1964,

by Donald W. Kanaly as the Public Trustee in said County of Mesa, Colorado.
Witness my hand and Official Seal.
SEP 6 1965



Lena A. Williams
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 _____

49

118451

Time 3:02 Book 868 Page 790 #864582

MAY 1 1964

RELEASE OF DEED OF TRUST BY THE PUBLIC TRUSTEE

Know All Men by These Presents, That, Whereas,

John E. Dunkin and Ruth E. Dunkin

of the County of Mesa, in the State of Colorado, by their certain DEED OF TRUST dated the 23rd day of August, A. D. 19 62, and duly recorded in the office of the County Clerk and Recorder of the County of Mesa, in the State of Colorado, on the 27th day of August, A. D. 1962, in book 830 of said County records, on page 352, 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

Home Loan Industrial Bank

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. 822808 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 30th day of April, A. D. 19 64.

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 30th day of April, 19 64,

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



Lena A. Williams
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 _____

118452
864583
Page 791
Book 868
MAY 1 1964

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 - 4 - entries numbered 47 to 50 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 20, 1964, at 8:00 o'clock A.M.

Lot Twenty-three (23) in Block One Hundred and One (101) in the City of Grand Junction, in Mesa County, Colorado.

Dated this 11th day of May

, A.D., 19 64 , at 8 o'clock A.M.



THE TITLE GUARANTY COMPANY

By *Richard B. Williams*
Authorized Signature.

THE TITLE GUARANTY COMPANY

MESA COUNTY BRANCH
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

Abstract No. 53712

DEED OF TRUST

THIS INDENTURE, Made this 19th day of May, 1965, between

JOHN E. DUNKIN and RUTH E. DUNKIN

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

THAT WHEREAS, The said First Party has executed said promissory note (hereinafter designated "note") bearing even date herewith for the total principal sum of TWELVE THOUSAND THREE HUNDRED FORTY NINE and 64/100ths ---- Dollars, payable to the order of

UNITED STATES BANK OF GRAND JUNCTION, a Colorado Corporation Grand Junction, Colorado

whose address is

In monthly instalments after date thereof, with interest thereon from the date thereof at the rate of no per cent per annum payable

Principal payable in monthly instalments of \$299.99, first payment due on or before June 25, 1965, and like payments of \$299.99 due on the 25th day of each calendar month thereafter until June 25, 68, at which time the full remaining principal balance shall be due and payable.

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

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

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

Lots 9 and 23, in Block 101, in the City of Grand Junction, Mesa County, Colorado.

51

128826

893332 Book 883 Page 704 Time 2:49

MAY 26 1965

No. 51.
cont.

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

IN TRUST NEVERTHELESS, That, in case of any default hereunder by first party or his successors in interest, the Beneficiary may file notice with party of the second part declaring such default and an election and demand that said property be advertised for sale and sold, in accordance with the Colorado Statutes in such case made and provided; and thereupon said party of the second part shall sell and dispose of said premises and all of the right, title and interest of the said party of the first part at public auction at the south front door of the County Court House in the County of Mesa, State of Colorado, or on said premises, four weeks' public notice having been previously given of the time and place of such sale, by advertisement, weekly, in some newspaper of general circulation at that time published in said County. It is specifically agreed that time is of the essence of this contract and if each and every stipulation, agreement, condition and covenant of said Note or of this Deed of Trust is not duly performed, complied with and abided by, then the balance of said note shall become due and payable forthwith, or at any time thereafter at the option of Beneficiary, and said property may be sold in the manner and with the same effect as if said indebtedness had matured.

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

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

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

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

Subject to a Trust Deed now of record in favor of Mesa Federal Savings & Loan Association, Grand Junction, Colorado

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.

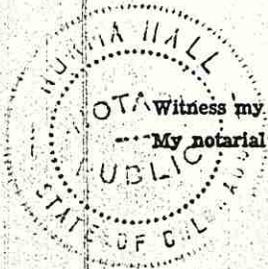
IN WITNESS WHEREOF, The said party of the first part has hereunto executed this Trust Deed the day and year first above written.

John E. Dunkin (Seal)
Ruth E. Dunkin (Seal)
_____(Seal)

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

The foregoing instrument was acknowledged before me this 21st day of May 19 65

By John E. Dunkin and Ruth E. Dunkin



Witness my hand and official seal.
My notarial commission expires January 8, 1969

Norma Hall

Notary Public.

State of Colorado) Recorded at 2:31 o'clock P.M. MAY 27 1965 BOOK 883 PAGE 766
County of Mesa) ss. Reception No. 893461 *Annice M. Dunston* Clerk and Recorder

52
128868
893461
Page 766
Book 883
Time 2:31

RELEASE OF DEED OF TRUST BY THE PUBLIC TRUSTEE

Know All Men by These Presents, That, Whereas,

JOHN E. DUNKIN and RUTH E. DUNKIN

of the County of Mesa, in the State of Colorado, by their certain DEED OF TRUST dated the 23rd day of August, A. D. 19 62, and duly recorded in the office of the County Clerk and Recorder of the County of Mesa, in the State of Colorado, on the 1st day of May, A. D. 19 64, in book 868 of said County records, on page 774, 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

HOME LOAN INDUSTRIAL BANK

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. 864558 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 26th day of May, A. D. 19 65

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 26th day of May, 19 65,

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.

Lucien 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 _____

THE TITLE GUARANTY COMPANY

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

Hereby Certifies

That the foregoing -2- entries numbered 51 to 52 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 May 11, 1964, at 8:00 o'clock A.M.

Lot Twenty-three (23) in Block One Hundred and One (101) in the City of Grand Junction, in Mesa County, Colorado.

Dated this 28th day of May, A.D., 19 65, at 8 o'clock A.M.



THE TITLE GUARANTY COMPANY

By *Richard B. Williams*
BB.

Authorized Signature.

THE TITLE GUARANTY COMPANY

MESA COUNTY BRANCH
531 ROOD AVENUE
GRAND JUNCTION, COLORADO

Abstract No. 58230