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File 1992-0007

Name: The Falls - Filing 3 - Resubdivision - Lots 3-6 of Replat of Lot 1, Block 7

P r e s e n t	S c a n n e d	<p>A few items are denoted with an asterisk (*), which means they are to be scanned for permanent record on the ISYS retrieval system. In some instances, items are found on the list but are not present in the scanned electronic development file because they are already scanned elsewhere on the system. These scanned documents are denoted with (**) and will be found on the ISYS query system in their designated categories.</p> <p>Documents specific to certain files, not found in the standard checklist materials, are listed at the bottom of the page.</p> <p>Remaining items, (not selected for scanning), will be listed and marked present. This index can serve as a quick guide for the contents of each file.</p>
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### DOCUMENT DESCRIPTION:

X	X	Action Sheet		
X	X	Correspondence		
X		Special Warranty Deed - rec. 8/5/86 - not conveyed to City		
X	X	Computer Files Indexing Sheet		
X		3 Special Warranty Deeds - not conveyed to City		
X		Deed of Trust - not conveyed to City		
X		Treasurer's Certificate of Taxes Due - 2/10/92, 2/25/92		
X	X	Utility Coordinating Committee approval letter - 3/11/92		
X	X	Certification of Plat - 6/24/92		
X		Check Survey of the Replat of Lot 1 Block 7, The Falls - Filing 3		
X	X	Replat of Lots 3,4,5 & 6 of the Replat of Lot 1 Block 7 - GIS Historical Maps - **		



- Surveying
- Photogrammetry
- Engineering

# INTERMOUNTAIN TECHNICAL SERVICES, INC.

• A Subsidiary Of KLH Engineering Group  
June 28, 1991

Resolution Trust Corp.  
Att: Asset Operation  
Acct# 0033002774  
PO Box 5125 T.A.  
Denver, CO 80217-9998

Gentlemen:

You are the Trust Deed holder for the Lila Jean Larsen account No. 0033002774, whose address is 2835 Villa Way #6, Grand Junction, CO 81501.

To resolve encroachment problems involving this property, the City of Grand Junction has required that a replat of the affected lots be prepared and filed. A copy of the replat is enclosed.

The former description of this parcel was:

Lot 6 of a Replat of Lot 1  
Block Seven, the Falls  
Filing No. Three Grand Junction,  
Colorado.

The new description will be:

Lot 6R of a Replat of  
Lots 3, 4, 5 and 6 of the  
Replat of Lot 1, Block 7,  
The Falls Filing Three.

Please review this data and return a signed copy of this letter.

Very truly yours,

INTERMOUNTAIN TECHNICAL SERVICES, INC.

*Merritt P. Dismant*  
Merritt P. Dismant, President

MPD/lrs  
encl.

WE HEREBY APPROVE OF THE ABOVE NOTED CHANGE

Resolution Trust Corp.

\_\_\_\_\_ Title *F.R.*

P.O. Box 3376 • Grand Junction, CO 81502 • (303) 242-1835  
Fax (303) 245-7079 • 1-800-477-1835

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- Surveying
- Photogrammetry
- Engineering

# INTERMOUNTAIN TECHNICAL SERVICES, INC.

• A Subsidiary Of KLH Engineering Group

July 1, 1991

Delta Savings and Loan  
PO Box 18  
Delta, CO 81416

Re: Beverly Hudson, Acct. #50100066067

Gentlemen:

You are the Trust Deed holder for the above referenced account. Ms. Hudson's address is 2835 Villa Way #3, Grand Junction, CO 81501.

To resolve encroachment problems involving this property, the City of Grand Junction has required that a replat of the affected lots be prepared and filed. A copy of the replat is enclosed.

The former description of this parcel was:

Lot 3 of a Replat of Lot 1  
Block Seven, the Falls  
Filing No. Three Grand Junction,  
Colorado.

The new description will be:

Lot 3R of a Replat of  
Lots 3, 4, 5 and 6 of the  
Replat of Lot 1, Block 7,  
The Falls Filing Three.

Please review this data and return a signed copy of this letter.

Very truly yours,

INTERMOUNTAIN TECHNICAL SERVICES, INC.

*Merritt P. Dismant*  
Merritt P. Dismant, President

MPD/lrs  
encl.

WE HEREBY APPROVE OF THE ABOVE NOTED CHANGE

#7-92

Delta Savings and Loan

*Ben D. Beil* VP Title \_\_\_\_\_  
7-3-91

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- Surveying
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- Engineering

# INTERMOUNTAIN TECHNICAL SERVICES, INC.

• A Subsidiary Of KLH Engineering Group

July 1, 1991

Liberty Lending Services, Inc.  
 PO Box 1000  
 Wilmington, OH 45177-1000

Re: Burl B. Dailey, Audrey J. Dailey, Acct. #10-13-006702

Gentlemen:

You are the Trust Deed holder for the above referenced account. The Dailey's address is 2835 Villa Way #4, Grand Junction, CO 81501.

To resolve encroachment problems involving this property, the City of Grand Junction has required that a replat of the affected lots be prepared and filed. A copy of the replat is enclosed.

The former description of this parcel was:

Lot 4 of a Replat of Lot 1  
 Block Seven, the Falls  
 Filing No. Three Grand Junction,  
 Colorado.

The new description will be:

Lot 4R of a Replat of  
 Lots 3, 4, 5 and 6 of the  
 Replat of Lot 1, Block 7,  
 The Falls Filing Three.

Please review this data and return a signed copy of this letter.

Very truly yours,

INTERMOUNTAIN TECHNICAL SERVICES, INC.

Merritt P. Dismant, President

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MPD/lrs  
encl.

WE HEREBY APPROVE OF THE ABOVE NOTED CHANGE

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Liberty Lending Services, Inc.

\_\_\_\_\_ Title \_\_\_\_\_



- Surveying
- Photogrammetry
- Engineering

# INTERMOUNTAIN TECHNICAL SERVICES, INC.

• A Subsidiary Of KLH Engineering Group

*Rec'd  
7-2-91  
AUG 1 1991*

July 1, 1991

Mesa National Bank  
6th & Rood Ave.  
Grand Junction, CO 81501

Re: Richard E. Reimer, Diane E. Reimer, Acct. #210018291

Gentlemen:

You are the Trust Deed holder for the above referenced account. The Reimer's address is 2835 Villa Way #5, Grand Junction, CO 81501.

To resolve encroachment problems involving this property, the City of Grand Junction has required that a replat of the affected lots be prepared and filed. A copy of the replat is enclosed.

The former description of this parcel was:

Lot 5 of a Replat of Lot 1  
Block Seven, the Falls  
Filing No. Three Grand Junction,  
Colorado.

The new description will be:

Lot 5R of a Replat of  
Lots 3, 4, 5 and 6 of the  
Replat of Lot 1, Block 7,  
The Falls Filing Three.

Please review this data and return a signed copy of this letter.

Very truly yours,

INTERMOUNTAIN TECHNICAL SERVICES, INC.

*Merritt P. Dismant*  
Merritt P. Dismant, President

MPD/lrs  
encl.

Do NOT Remove  
from Office  
#7-92

WE HEREBY APPROVE OF THE ABOVE NOTED CHANGE

Mesa National Bank

*Marion M. Capricorn*  
8-6-91

Title *Loan Officer, Sr.*











COPY

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on January 14, 1991, among the grantor, Beverly Hudson ("Borrower"), the Public Trustee of Mesa County ("Trustee"), and the beneficiary, Unifirst Mortgage Corporation, which is organized and existing under the laws of Colorado and whose address is 610 Rood Avenue, Grand Junction, Colorado 81501 ("Lender"). Borrower owes Lender the principal sum of FORTY NINE THOUSAND, NINE HUNDRED AND 00/100 Dollars (U.S. \$ 49,900.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 1, 2021. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Mesa County, Colorado:

Lot 3 in Block 7,
A REPLAT OF LOT 1, BLOCK 7
THE FALLS, - FILING NO. THREE,
Mesa County, Colorado.

Together with all water, lateral and ditch rights appurtenant thereto.

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From Office

#7-92

which has the address of 2835 Villa Way #3 Grand Junction
[Street] [City]
Colorado 81501 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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Title Office

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in paragraph 14. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by applicable law and shall mail copies of the notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly cancelled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

.....(Seal)  
Beverly Hudson  
-----Borrower

.....(Seal)  
-----Borrower

[Space Below This Line For Acknowledgment]

STATE OF Colorado )  
COUNTY OF Mesa ) SS:

Notary Office # 7-92

I, Beverly Hudson, a Notary Public in and for said county and state, do hereby certify that Beverly Hudson, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be her free and voluntary act and deed and that she executed said instrument for the purposes and uses therein set forth. (he, she, they)

Witness my hand and official seal this 14th day of January, 1991

My Commission Expires:

.....(SEAL)  
Notary Public

This instrument was prepared by Lynn Jones - Loan Closer



RETAIN THIS PORTION FOR YOUR RECORDS  
 CANCELLED CHECK IS VERIFICATION OF PAYMENT

1991 TAXES PAID ON ASSESSED  
 VALUE AS OF JANUARY 1, 1991.

02335 J VILLA WY

PROPERTY	VALUE	AMOUNT DUE
LAND	331	27.00
IMPROVEMENTS	117	200.00

TAX YEAR 1-91 TAX SALE # FROM PREVIOUS UNPAID TAXES  
 PARCEL NUMBER 2943-072-22-007 \*ACRES\* 1.07 TAX AREA 143 B

LEGAL DESCRIPTION OR LOCATION OF PROPERTY (MAY BE INCOMPLETE)  
 LOT 5 ONLY 7 A REPLAT OF LOT 1 PER 7  
 TRD RALLI PL NO 3 SPC 7 AS 2-1-80  
 UNITS 1-12 INT IN TRACT A-3-C

PROPERTY OWNER  
 LILA J L-514  
 295 VILLA WY  
 GRAND JUNCTION, CO 81501

DISTRIBUTION OF YOUR TAXES

DESCRIPTION	MILLAGE	AMOUNT	DESCRIPTION	MILLAGE	AMOUNT
Cent. & V. Ser			Social Svcs	0.02	19.00
Cent. & River	0.374	3.00	Transfer IV	0.07	1.00
Cent. & East	0.170	1.10	Water	4.00	24.00
Cent. & South	0.041	0.10			
Cent. & West	0.071	0.50			
Cent. & North	0.080	0.60			
Cent. & East	0.009	0.04			
Cent. & West	0.309	2.00			
Contingency	0.077	0.50			
Fire Fund	12.133	75.00			
Library	0.010	0.00			
Leasehold	0.000	0.00			
Water	0.000	0.00			
Other	0.000	0.00			
Other	0.000	0.00			
<b>TOTAL</b>		<b>93.805</b>			<b>797.34</b>

Original Removed  
 Not for Office  
 #7-92

**INSTRUCTIONS**

1. ENCLOSE CORRECT STUB WITH PAYMENT TO INSURE THAT CREDIT IS CORRECTLY GIVEN.
2. FAILURE TO RECEIVE A TAX NOTICE DOES NOT INVALIDATE OWNERS RESPONSIBILITY TO OR LIABILITY OF PAYING TAXES ON TIME. CRS 39-10-103.

**IMPORTANT INFORMATION ON REVERSE SIDE**

MAKE CHECKS PAYABLE TO: **MESA COUNTY TREASURER**  
 P.O. BOX 20,000 - G.J. CO 81502-5027

FIRST HALF DUE BY FEBRUARY 28th

PARCEL NUMBER	AMOUNT DUE
2943-072-22-007	46.90

PROPERTY LOCATION  
 02335 J VILLA WY  
 PAID BY

MAKE CHECKS PAYABLE TO: **MESA COUNTY TREASURER**  
 P.O. BOX 20,000 - G.J. CO 81502-5027

SECOND HALF DUE BY JUNE 15th

PARCEL NUMBER	AMOUNT DUE
2943-072-22-007	46.90

PROPERTY LOCATION  
 02335 J VILLA WY  
 PAID BY

MAKE CHECKS PAYABLE TO: **MESA COUNTY TREASURER**  
 P.O. BOX 20,000 - G.J. CO 81502-5027

FULL AMOUNT DUE BY APRIL 30th

PARCEL NUMBER	AMOUNT DUE
2943-072-22-007	93.80

PROPERTY LOCATION  
 02335 J VILLA WY  
 PAID BY

\*\*\*\*\* THIS NOTICE MAY REFER TO ACCOUNTS/LOT/SUBS. IT.







Original NOT Remove from Office

40695/00

RETAIN THIS PORTION FOR YOUR RECORDS  
CANCELLED CHECK IS VERIFICATION OF PAYMENT

1991 TAXES BASED ON ASSESSED  
VALUE AS OF JANUARY 1, 1991.

02835 0 VILLA WY

PROPERTY	VALUE	AMOUNT DUE
LAND	310	29.08
IMPROVE	6740	632.25

TAX YEAR	TAX SALE # FROM PREVIOUS UNPAID TAXES
1991	

PARCEL NUMBER	*ACRES*	TAX AREA
2943-072-22-006	1.00	14205

LEGAL DESCRIPTION OR LOCATION OF PROPERTY (MAY BE INCOMPLETE)

LOT 5 BLK 7 A REPLAT OF LOT 1 BLK 7  
THE FALLS FIL NO 3 SEC 7 1S 1E & AN  
UNDIV 1/12 INT IN TRACT A B & C

PROPERTY OWNER  
RICHARD E REIMER  
DIANE E  
2835 VILLA WAY #5  
GRAND JUNCTION, CO 81501

DISTRIBUTION OF YOUR TAXES

DESCRIPTION	MILLAGE	AMOUNT	DESCRIPTION	MILLAGE	AMOUNT
Cent GV San			Social Svcs	4.680	32.99
Colo. River	.394	2.78	Transltr TV	.220	1.55
Cent GV Fest	.136	.96	Sch Dst 51	40.246	-283.73
GJ Rd & Erdg	.961	6.78			
Grand Jct	8.071	56.90			
SD51 S Cap	7.29 8.380	59.08			283.73
Cap Exp	.005	.04			59.08
Av Dis Fnd	.309	2.18			46.67
Contingency	.577	4.07			389.48 schools
Gen Func	17.133	120.79			40.2
Library	2.812	19.82			46.7
Lease-Purch	.300	2.11			59.1
Ute Water	2.000	14.10			46.0
Rd & Bridge	.961	6.78			
SD51 Bonds	7.95 6.620	46.67			
		<b>TOTAL</b>			<b>661.33</b>

\*\*\*\*\* This number may refer to acres/lots/sq.ft.

**INSTRUCTIONS**

1. ENCLOSE CORRECT STUB WITH PAYMENT TO INSURE THAT CREDIT IS CORRECTLY GIVEN.
2. FAILURE TO RECEIVE A TAX NOTICE DOES NOT INVALIDATE OWNERS RESPONSIBILITY TO OR LIABILITY OF PAYING TAXES ON TIME. CRS 39-10-103.

**IMPORTANT INFORMATION ON REVERSE SIDE**

MAKE CHECKS PAYABLE TO: **MESA COUNTY TREASURER**  
P.O. BOX 20,000 - G.J. CO 81502-5027

FIRST HALF DUE BY FEBRUARY 28th 1992

PARCEL NUMBER	AMOUNT DUE
2943-072-22-006	330.67

PROPERTY LOCATION  
02835 00 VILLA WY 5

PAID BY

MAKE CHECKS PAYABLE TO: **MESA COUNTY TREASURER**  
P.O. BOX 20,000 - G.J. CO 81502-5027

SECOND HALF DUE BY JUNE 15th 1992

PARCEL NUMBER	AMOUNT DUE
2943-072-22-006	330.66

PROPERTY LOCATION  
02835 00 VILLA WY 5

PAID BY

MAKE CHECKS PAYABLE TO: **MESA COUNTY TREASURER**  
P.O. BOX 20,000 - G.J. CO 81502-5027

FULL AMOUNT DUE BY APRIL 30th 1992

PARCEL NUMBER	AMOUNT DUE
2943-072-22-006	661.33

PROPERTY LOCATION  
02835 00 VILLA WY 5

PAID BY

No. AGO- 68845

# POLICY OF TITLE INSURANCE

Issued By  
**Transamerica Title Insurance Company**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE AND THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND SCHEDULE C OF THIS POLICY, TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, insures, subject to the terms, coverages, conditions and exclusions in Schedule A, against loss or damage, not caused by any act or omission of the insured, to the interest insured by the insured by reason of:

1. Title to the estate, and the validity of the deed, mortgage or other instrument recorded herein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorney's fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Schedule C.

*In Witness Whereof*, Transamerica Title Insurance Company has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy Issuance in San Francisco, California.

Original  
Do NOT Remove  
from Office  
#7-92

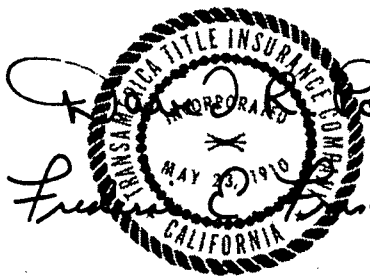
Transamerica Title Insurance Company

Countersigned:

By Jeanice A. Swank  
AUTHORIZED SIGNATORY

By [Signature] President

By [Signature] Secretary



SCHEDULE A

Policy No. AGO 68845

Amount of Insurance \$52,500.00

Order No. 885323

Date of Policy November 3, 1987 at 3:29 P.M.

Sheet 1 of \_\_\_

1. Name of Insured:

RICHARD E. REIMER and DIANE E. REIMER, as joint tenants

2. The estate or interest in the land described herein and which is covered by this policy is:

IN FEE SIMPLE

3. The estate or interest referred to herein is at Date of Policy vested in:

RICHARD E. REIMER and DIANE E. REIMER, as joint tenants

Original  
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From Office

#7-92

**SCHEDULE A—Continued**

The land referred to in this policy is situated in the State of Colorado, County of  
Mesa, and is described as follows:

Lot 5 in  
Block 7 of  
THE REPLAT OF LOT 1, BLOCK 7,  
THE FALLS-FILING NO. 3.

Original  
Not removed  
17-92

## SCHEDULE B

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district.
6. Reservation of right of the proprietor of any penetrating vein or lode to extract his ore in U. S. Patent recorded March 10, 1898 in Book 11 at page 515.
7. Subdivision Improvements Agreement, including the terms and conditions thereof, recorded February 8, 1983 in Book 1414 at page 586, as set forth on the sheet attached hereto.
8. Utility easement as shown on the plat of said subdivision, said easement being over the Northerly 10 feet and Southerly 10 feet of subject property.
9. Restrictions, which do not contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion or national origin, as contained in instrument recorded February 8, 1982 in Book 1414 at page 554 and amended by instrument recorded May 31, 1983 in Book 1435 at page 943, as set forth on the sheet attached hereto.
10. Deed of Trust from : Richard E. Reimer and Diane E. Reimer  
to the Public Trustee of the County of Mesa  
for the use of : Valley Federal Savings and Loan Association of  
to secure : \$ 35,000.00 Grand Junction  
  
dated : November 3, 1987  
recorded : November 3, 1987 in Book 1669 at page 167

NOTE: Planned Unit Development Rider recorded November 3, 1987 in Book 1669 at page 171.

Original  
Do NOT Remove  
From Office

# 7-92

SPECIAL WARRANTY DEED

BOOK 1599 PAGE 301

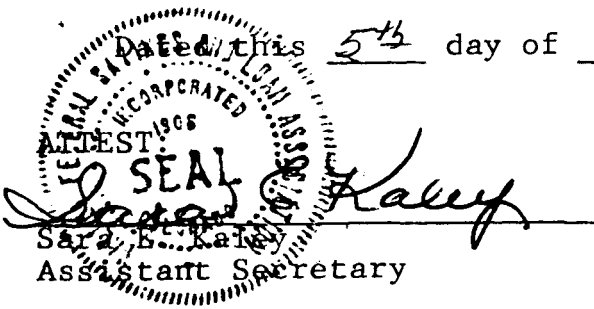
VALLEY FEDERAL SAVINGS AND LOAN ASSOCIATION OF GRAND JUNCTION ("Grantor"), a corporation organized and existing under the laws of the United States of America, whose address is Grand Junction, Colorado, in consideration of the payment of SIXTY-NINE THOUSAND AND NO/100 DOLLARS and other valuable consideration, sells and conveys to BURL B. DAILEY and AUDREY J. DAILEY, as joint tenants ("Grantee"), whose address is 2835 Villa Way, #4, Grand Junction, CO, 81501, the following described real property ("Property") located in Mesa County, Colorado:

Lot 4 of  
THE REPLAT OF LOT 1, BLOCK 7, THE FALLS-FILING NO. 3,  
County of Mesa,  
State of Colorado.

also known as 2835 Villa Way, #4, Grand Junction, CO 81501

Grantor warrants title to the Property against all lawful claims of persons and entities claiming an interest in the Property by, through or under Grantor, subject to general property taxes and assessments for 1986 and all subsequent years, and subject to easements, restrictions, reservations, rights of way and agreements of record, if any.

Dated this 5th day of August, 1986.

  
Sara E. Kaley  
Assistant Secretary

VALLEY FEDERAL SAVINGS AND LOAN ASSOCIATION OF GRAND JUNCTION

By William P. Inscho II SUP  
William P. Inscho II  
Senior Vice President

Original  
to be removed  
from office #7-92

STATE OF COLORADO )  
COUNTY OF MESA ) ss.

The foregoing instrument was acknowledged before me this 5th day of August, 1986 by William P. Inscho II as Senior Vice President and Sara E. Kaley as Assistant Secretary of Valley Federal Savings and Loan Association of Grand Junction.

Witness my hand and official seal.



Barbara A. Lucius  
Notary Public  
Address: P. O. Box 400  
Grand Junction, CO 81502

My commission expires: 11/18/86

COMPUTER FILES INDEXING  
INFORMATION SHEET

1. File Number 7-92
2. Type of Application Resubdivision
3. Name of Project Replat Lots 3,4,5,6 - The Falls, Filing 3
4. Address of Project 2035 Villa Way 34566 (Grand Falls Rd)
5. Name of Applicant Hillsview Homeowners Association
6. Co-Applicant 1
7. Census Tract 6 Traffic Zone 29
8. Land Use Type PR-8
9. Action Date \_\_\_\_\_ By \_\_\_\_\_
10. Action Taken \_\_\_\_\_
11. Suspense Date(s) \_\_\_\_\_