

**Unified Title Company, LLC**

**101 S. Sahwatch Street, Suite 212**

**Colorado Springs, CO 80903**

**Phone: 719-578-5900**

**Fax:**

**Transmittal Information**

Date: 07/06/2020  
File No: 75943UTC  
Property Address: 6275 Meridian Road North, Peyton, CO 80831  
Buyer\Borrower: David S. Smallidge and Cynthia D. Smallidge  
Seller:

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For changes and updates please contact your Title officer:

**Kara DeMasters**  
**Unified Title Company, LLC**  
**c/o ET Production Services, LLC**  
**Phone: 719-520-0191**  
**Fax: 719-955-7077**  
**E-mail: KDeMasters@etinv.com**

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**Customer:**  
**David Smallidge**  
**11955 Falcon Hwy**  
**Peyton, CO 80831**  
**Phone: 719-660-3522 Fax:**  
**Attn:**  
**DELIVERED VIA: E-MAIL**

**Buyer:**  
**David S. Smallidge and Cynthia D. Smallidge**  
**11955 Falcon HWY**  
**Peyton, CO 80831**  
**DELIVERED VIA: AGENT**

**Seller:**

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:**

**Mortgage Broker:**

**Phone: Fax:**  
**Attn:**

**Phone: Fax:**  
**Attn:**

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**Unified Title Company, LLC**  
**INVOICE**

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**Invoice #: 29781**  
**Invoice Date: 7/6/2020**  
**File Number: 75943UTC**  
**Property Address: 6275 Meridian Road North**  
**Names: David S. Smallidge and Cynthia D. Smallidge (Buyer)**

**To:**

David Smallidge  
11955 Falcon Hwy  
Peyton, CO 80831  
Attention:

**Please remit to:**

Unified Title Company, LLC  
101 S. Sahwatch Street, Suite 212  
Colorado Springs, CO 80903  
719-578-5900

Description	Amount	Qty	Total
Informational End	\$250.00	1	\$250.00
		<b>Subtotal</b>	\$250.00
		<b>Tax @ 0 %</b>	\$0.00
		<b>Non Taxable Amt.</b>	\$0.00
		<b>Grand Total</b>	\$250.00

Agent Premium: \$250.00  
Underwriter Premium: \$0.00  
Underwriter is Westcor Land Title Insurance Company

**Thank you!**



# Unified TITLE COMPANY

101 S. Sahwatch Street, Suite 212, Colorado Springs, CO 80903  
Phone: 719-578-5900 Fax:

## UNDERSTANDING YOUR TITLE COMMITMENT

### SCHEDULE A:

**No. 1: Effective date:** This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

**No. 2A: Owner's Policy Proposed Insured:** This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

**No. 2B: Loan Policy Proposed Insured:** This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

**Charges: Title Premiums, Endorsements and Tax Certificates:** These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

**No. 3: The estate or interest in the land...:** This shows the type of ownership that is going to be insured.

**No. 4: The Title is, at the Commitment Date...:** This shows the name(s) of the current owner(s).

**No. 5: The land referred to in the Commitment...:** This is the 'legal' property description for the real estate you are buying or selling.

### SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

### SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



## Unified Title Company, LLC

### Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.





ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

WESTCOR LAND TITLE INSURANCE COMPANY

Unified Title Company, LLC

101 S. Sahwatch Street, Suite 212
Colorado Springs, CO 80903
Phone: 719-578-5900



By: [Signature]
President

Attest: [Signature]
Secretary

This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) signed by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.*

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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## CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## STANDARD EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. 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.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

**COMMITMENT FOR TITLE INSURANCE**

Issued by

**Westcor Land Title Insurance Company**

**SCHEDULE A**

1. Effective Date: **June 23, 2020, 7:30 am**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy  
Proposed Insured:  
Proposed Policy Amount:

(b) 2006 ALTA® Loan Policy  
Proposed Insured:  
Proposed Policy Amount:

<b>Informational End</b>	<b>\$</b>	<b>250.00</b>
<b>Total:</b>	<b>\$</b>	<b>250.00</b>

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:  
**David S. Smallidge and Cynthia D. Smallidge**

5. The land referred to in this Commitment is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

**\*\*For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions and/or requirements after the designation of the Proposed Insured.**

For Informational Purposes Only: **6275 Meridian Road North, Peyton, CO 80831**  
APN: **4318000028**

Countersigned  
Unified Title Company, LLC

By:



**Kara DeMasters**

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**EXHIBIT "A"**

**A tract of land located in the Northwest quarter of Section 18, Township 13 South, Range 64 West of the 6th P.M., County of El Paso, State of Colorado, more particularly described as follows:**

**Commencing at the Northwest corner of said Section 18; thence along the West line of said Section 18, the bearing of which is assumed to be South 0 degrees 00 minutes 00 seconds East, 30.01 feet; thence departing said West line to the point of beginning for the tract of land herein described; thence along the Southerly right of way line of the Falcon Highway and parallel to the North line of said Section 18, South 88 degrees 11 minutes 43 seconds East 1455.00 feet; thence departing said right of way line and parallel with the West line of said Section 18, South 0 degrees 00 minutes 00 seconds East, 1185.94 feet; thence North 83 degrees 11 minutes 43 seconds West, 1455.00 feet to the East right of way line of Meridian Road; thence along said right of way North 0 degrees 00 minutes 00 seconds East, 1185.94 feet to the point of beginning.**

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## COMMITMENT FOR TITLE INSURANCE

Issued by

### **Westcor Land Title Insurance Company**

#### **SCHEDULE B, PART I Requirements**

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.**

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**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. 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. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. Subject to (1) any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; (2) right of the proprietor of any vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, as set forth in U.S. Patent No. 1197, [Document No. 357](#), BLM Serial No. CO1260\_306, issued January 20, 1880 to Charles A. Stroud, as posted in the Bureau of Land Management, General Land Office Records.
10. Any interest which may have been acquired by the public reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in Road [Book A at Page 78](#), which provided that all section

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lines, township lines, and range lines on the public domain east of the range line dividing range lines 65 west and 66 west declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines.

11. Any assessment or lien of Black Squirrel Soil Conservation District as disclosed by the instrument recorded September 8, 1950 at Reception No. 839179 in Book 1265.
12. Reservations as described in deed recorded April 23, 1956 in [Book 1566 at Page 360](#), and any interests therein or rights thereunder.
13. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way, recorded July 17, 1969 in [Book 2300 at Page 798](#).
14. Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way, recorded August 4, 1995 in [Book 6697 at Page 866](#).
15. Notes, easements and restrictions as shown on the Land Survey Plat deposited April 10, 2017 at [Reception No. 217900057](#).
16. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.

FOR INFORMATIONAL PURPOSES ONLY:

Deed recorded October 8, 2013 as [Reception No. 213092873](#).

Deed of Trust from David S. Smallidge and Cynthia D. Smallidge to the Public Trustee of the County of El Paso for the use of Ent Federal Credit Union to secure \$41,000.00, dated October 2, 2013 and recorded October 8, 2013 at [Reception No. 213126593](#).

Deed of Trust from David S. Smallidge and Cynthia D. Smallidge to the Public Trustee of the County of El Paso for the use of Ent Credit Union to secure a Note creating a Revolving Line of Credit in the amount of \$100,000.00, dated August 20, 2019 and recorded August 26, 2019 at [Reception No. 219100244](#).

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.*

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**Joint Notice of Privacy Policy**

**of**

**Westcor Land Title Insurance Company**

**and**

**Unified Title Company, LLC**

Westcor Land Title Insurance Company ("WLTIC") and **Unified Title Company, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Unified Title Company, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company's privacy policy is separately instituted, executed, and maintained.

**Who is Covered**

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

**Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

**Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

**Information Sharing**

Generally, neither WLTIC nor **Unified Title Company, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Unified Title Company, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Unified Title Company, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Unified Title Company, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Unified Title Company, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Unified Title Company, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

**Information Security**

WLTIC and **Unified Title Company, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can be found on WLTIC's website at [www.wltic.com](http://www.wltic.com)*

Agents for Westcor Land Title Insurance Company

**AFFIDAVIT AND AGREEMENT**

STATE OF CO  
COUNTY OF El Paso

The undersigned, being the purchaser(s) and/or borrower(s) of the real property described in Paragraph 9 hereof, and being duly sworn upon oath, depose(s) and say(s):

1. The representations, covenants and agreements contained herein are made to induce Unified Title Company, LLC and to authorize its title insurance policies to be issued covering the real property described in Paragraph 9 hereof, with full knowledge and intent that such representations, covenants and agreements be relied upon.
2. No construction or repair of improvements on or in the real property described in Paragraph 9 hereof has been commenced or contracted for which has not been fully completed and fully paid for more than four full months prior to the execution hereof, except as described in Paragraph 8.
3. No claims have been made to Affiant(s) or to any other person within the knowledge of Affiant(s) on account of work done or materials furnished to the real property described in Paragraph 9 hereof, except as described in Paragraph 8 hereof.
4. Affiant (s) know(s) of no violation of any restrictive protective covenants or governmental restrictions relating to the real property described in Paragraph 9 hereof, and Affiant(s) know(s) of no encroachment of improvements onto any adjoining real property or encroachment of improvements from any adjoining real property onto the real property described in Paragraph 9 hereof, except as described in Paragraph 8.
5. Affiant(s) know(s) of no parties in possession of or claiming possessors' rights pertaining to the real property described in Paragraph 9 hereof other than Affiant(s), except as described in Paragraph 8 hereof.
6. Affiant(s) know(s) of no outstanding sale contract, conditional sale contract, security agreements, or financing statements, as to the real property described in Paragraph 9 hereof, except as described in Paragraph 8 hereof.
7. Affiant(s) covenant(s) and agree(s) to indemnify and hold harmless Unified Title Company, LLC, from any loss or damage which would not have occurred if the representations contained herein had been true and if the covenants and agreements contained herein had been fully performed.
8. All exceptions relating to Paragraphs 2, 3, 4, 5, and 6 hereof are as follows:

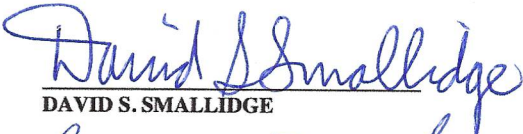
**NO EXCEPTIONS**

9. The real property to which this affidavit and agreement relates is located in the state of CO and is described as follows:

A tract of land located in the Northwest quarter of Section 18, Township 13 South, Range 64 West of the 6th P.M., County of El Paso, State of Colorado, more particularly described as follows:

Commencing at the Northwest corner of said Section 18; thence along the West line of said Section 18, the bearing of which is assumed to be South 0 degrees 00 minutes 00 seconds East, 30.01 feet; thence departing said West line to the point of beginning for the tract of land herein described; thence along the Southerly right of way line of the Falcon Highway and parallel to the North line of said Section 18, South 88 degrees 11 minutes 43 seconds East 1455.00 feet; thence departing said right of way line and parallel with the West line of said Section 18, South 0 degrees 00 minutes 00 seconds East, 1185.94 feet; thence North 83 degrees 11 minutes 43 seconds West, 1455.00 feet to the East right of way line of Meridian Road; thence along said right of way North 0 degrees 00 minutes 00 seconds East, 1185.94 feet to the point of beginning.

Property Address: 6275 Meridian Road North, Peyton, CO 80831

  
DAVID S. SMALLIDGE

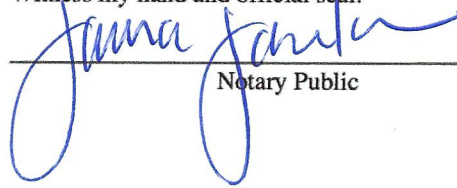
  
CYNTHIA D. SMALLIDGE

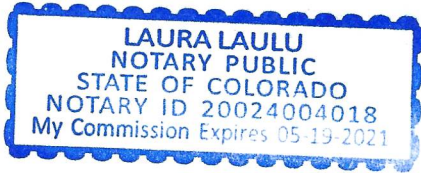
State of Colorado  
County of El Paso

The foregoing instrument was subscribed and sworn to before me this 7<sup>th</sup> day of July, 2020 by  
**David S. Smallidge and Cynthia D. Smallidge**

My Commission expires: 6/19/2021

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public





WAYNE W. WILLIAMS

El Paso County, CO

07/19/2013 10:59:38 AM

Doc \$0.00 Page

Rec \$21.00 1 of 3



213092873

**PREPARED BY:**  
DAVID S SMALLIDGE  
11955 FALCON HWY  
PEYTON, CO 80831

**RECORDING REQUESTED BY**

**AND WHEN RECORDED MAIL TO:**  
DAVID S SMALLIDGE  
11955 FALCON HWY  
PEYTON, CO 80831

**MAIL TAX STATEMENTS TO:**  
DAVID S. SMALLIDGE  
11955 FALCON HWY  
PEYTON, CO 80831

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### QUITCLAIM DEED

**KNOW ALL MEN BY THESE PRESENTS THAT:**

THIS QUITCLAIM DEED, made and entered into on the 17<sup>TH</sup> day of JULY, 20 13, between CAROL J LARSEN, a single person, whose address is 3617 ST. CHARLES STREET, COLORADO SPRINGS, Colorado 80904 ("Grantor"), and DAVID S SMALLIDGE, whose address is 11955 FALCON HWY, PEYTON, Colorado 80831, and CYNTHIA D SMALLIDGE, whose address is 11955 FALCON HWY, PEYTON, Colorado 80831, a married couple ("Grantees").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby Remises, Releases, AND FOREVER Quitclaims to Grantees, as Joint Tenants with Right of Survivorship, the property located in the County of El Paso, State of Colorado, described as:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE ALONG THE WEST LINE OF SAID SECTION 18, THE BEARING OF WHICH IS ASSUMED TO BE S 0 DEGREES 00 MINUTES 00 SECONDS E, 30.01 FEET; THENCE DEPARTING SAID WEST LINE S 88 DEGREES 11 MINUTES 43 SECONDS E, 30.01 FEET TO THE POINT OF BEGINNING FOR THE TRACT OF LAND HEREIN DESCRIBED; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE FALCON

MERIDIAN ROAD, THENCE ALONG SAID RIGHT OF WAY N 0 DEGREES 00 MINUTES 00 SECONDS E, 1185.94 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO

Prior instrument reference: Quitclaim Deed, Document No. 204027004, of the Recorder of El Paso County, Colorado, recorded Tuesday, February 17, 2004.

SUBJECT TO all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

Grantor grants all of the Grantor's rights, title and interest in and to all of the above described property and premises to the Grantees, and to the Grantees' heirs and assigns forever in fee simple, so that neither Grantor nor Grantor's heirs legal representatives or assigns shall have, claim, or demand any right or title to the property, premises, or appurtenances, or any part thereof.

Tax/Parcel ID Number: 43180-00-028

IN WITNESS WHEREOF the Grantor has executed this deed on the 17<sup>TH</sup> day of JULY, 2013.

17 JULY 2013  
Date

Carol J. Larsen  
CAROL J LARSEN, Grantor

State of COLORADO

County of EL PASO

The foregoing instrument was acknowledged before me this the 17<sup>TH</sup> day of JULY, 2013 by CAROL J LARSEN.

[Signature]

Notary's official signature

07/23/2015

Commission expiration date

PATRICIA TIGNER  
NOTARY PUBLIC  
STATE OF COLORADO

MY COMMISSION EXPIRES 7/23/2015

IN WITNESS WHEREOF the Grantees have executed this deed on the 17<sup>TH</sup> day of JULY, 2013.

17 JULY 2013  
Date

David S Smallidge  
DAVID S SMALLIDGE, Grantee

17 JULY 2013  
Date

Cynthia D Smallidge  
CYNTHIA D SMALLIDGE, Grantee

State of COLORADO

County of EL PASO

The foregoing instrument was acknowledged before me this the 17<sup>TH</sup> day of JULY, 2013 by DAVID S SMALLIDGE AND CYNTHIA D SMALLIDGE

[Signature]  
Notary's official signature

07/23/2015  
Commission expiration date

PATRICIA TIGNER  
NOTARY PUBLIC  
STATE OF COLORADO  
MY COMMISSION EXPIRES 7/23/2015



WHEN RECORDED, MAIL TO  
**Ent Federal Credit Union**  
7250 Campus Drive  
Colorado Springs, CO 80920-6517  
(719) 574-1100  
(800) 525-9623

**Deed of Trust**

THIS DEED OF TRUST ("Security Instrument") is made on 10/2/2013  
The Grantor is DAVID S. SMALLIDGE AND CYNTHIA D. SMALLIDGE ("Borrower").  
The Trustee is the Public Trustee of ELPASO County, State of Colorado ("Trustee").  
The Beneficiary is Ent Federal Credit Union  
a corporation organized and existing under the laws of the State of Colorado  
whose address is 7250 Campus Drive  
Colorado Springs, CO 80920 ("Lender").

IN CONSIDERATION of the indebtedness herein recited and the trust herein created;  
TO SECURE to Lender:

- (1) The re-payment of all indebtedness, including principal, interest, Advances (as hereinafter defined), all other amounts, finance charges, payments and premiums due and the performance of all obligations that Borrower now or hereafter owes Lender under this Deed of Trust and under that certain agreement governing Borrower's Closed-end Note, Disclosure, and Loan Agreement entered into between Borrower and Lender and any other applicable parties thereto of even date herewith in the principal amount of \$41,000.00 ("Agreement"), including all extensions, renewals, substitutions and modifications thereof (all of such obligations being hereinafter referred to as the "Debt"), and any advances or disbursements which Lender may make pursuant to the terms of this Deed of Trust, the Agreement or any other document with respect thereto, including but not limited to payment for taxes, special assessments or insurance on the Property and the interest on such disbursements. This Deed of Trust is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the Property not yet due and payable, to the extent of the maximum amount secured hereby. The maturity date of this Deed of Trust is 10/7/2023, which is the date by which the debt is due.
- (2) The payment of all other sums advanced in accordance herewith to protect the security of this Security Instrument, with finance charges thereon at a rate which may vary as described in the Agreement.
- (3) The performance of Borrower's covenants and agreements under this Security Instrument and under the Agreement.

BORROWER irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in, the County of ELPASO State of Colorado:

**EXHIBIT A**

which has the address of 6275 NORTH MERIDIAN RD.  
PEYTON, Colorado, 80831 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold) are hereinafter referred to as the "Property".  
Complete if applicable:

This Property is part of a condominium project known as \_\_\_\_\_

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

This Property is in a Planned Unit Development known as \_\_\_\_\_

- 1. **Payment of Principal, Finance Charges and Other Charges.** Borrower shall promptly pay when due all amounts borrowed under the Agreement, all finance charges and applicable other charges and collection costs as provided in the Agreement.
- 2. **Funds for Taxes and Insurance.** Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Agreement, until all sums secured by this Security Instrument are paid in

213126593



## DEED OF TRUST (continued)

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Security Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

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 22 hereof the Property is sold or the Property is otherwise 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 the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

**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," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Security Instrument.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Security Instrument, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Security Instrument. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Security Instrument. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.



## DEED OF TRUST (continued)

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Security Instrument, but does not execute the Credit Agreement, (a) is co-signing this Security Instrument only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Security Instrument, (b) is not personally liable under the Credit Agreement or under this Security Instrument, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Security Instrument or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Security Instrument as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice addressed to Borrower at Borrower's last known address as reflected in Lender's records, and (b) any notice to Lender shall be given by mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Security Instrument. In the event that any provision or clause of this Security Instrument or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Prior Mortgage or Deed of Trust; Modification; Future Advance.** Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Security Instrument by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

**15. Borrower's Copy.** Borrower shall be furnished a copy of the Credit Agreement and a conformed copy of this Security Instrument at the time of execution or after recordation hereof.

**16. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**17. Waiver of Homestead Exemption.** To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Security Instrument.

**18. Waiver of Statutes of Limitation.** To the extent permitted by law, Borrower hereby waives statutes of limitation as a defense to any demand or obligation secured by this Security Instrument.

**19. Merger.** There shall be no merger of the interest or estate created by this Security Instrument with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**20. Notice of Transfer of the Property; Advances after Transfer.** Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Security Instrument unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

**21. Transfer of the Property.** Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

**22. Default; Termination and Acceleration; Remedies.** Each of the following events shall constitute an event of default ("event of default") under this Security Instrument: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Security Instrument or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Security Instrument. Such action or inaction by Borrower would include, but would not be limited to, (a) Borrower's failure to maintain required insurance, (b) Borrower's transfer or sale of the Property without Lender's permission, (c) Borrower's failure to pay taxes on the Property, (d) Borrower permitting the filing of a lien senior to that of the Security Instrument, (e) the Borrower dies and is the sole obligor under the Credit Agreement, (f) the Property is foreclosed upon by a prior lien holder or (g) the Property is taken through eminent domain. If an event of default occurs, Lender, at Lender's option, without further notice or demand (except as may otherwise be provided by applicable law), may declare all sums secured by this Security Instrument to be immediately due and payable, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, 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 intention to cause the Property to be sold. Trustee shall record a copy of such notice in the county in which the Property is located. Trustee



**DEED OF TRUST (continued)**

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time when the purchaser will be entitled to Trustee's deed thereto. The recitals in 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

23. **Borrower's Right to Reinstate.** Whenever the default is nonpayment of sums due under this Security Instrument, and notwithstanding Lender's acceleration of the sums secured by this Security Instrument, Borrower shall have the right to have any foreclosure proceedings commenced by Trustee at the request of Lender to enforce this Security Instrument discontinued if (a) at least seven (7) days prior to date the foreclosure sale is to be held, or such other time period as may be provided by law, Borrower gives written notice to Trustee of Borrower's intention to cure the default and if, on or before the date and time provided by law, Borrower pays to Trustee all delinquent principal and interest payments which are due as of the date of such payment exclusive of the portion of principal which would not have been due in the absence of acceleration, plus costs, expenses, late charges, attorney's fees, public trustee's fees and costs, and other fees incurred by Lender as of the date of payment in connection with such foreclosure proceedings; (b) Borrower cures all breaches or any other covenants or agreements of Borrower contained in the Security Instrument; and (c) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the property and Borrower's obligations to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

24. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 22 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 22 hereof 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. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of the rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

25. **Release.** When Borrower has paid all sums secured by this Security Instrument (or earlier if required by applicable law), Lender shall request Trustee to release this Security Instrument and shall surrender the Agreement to Trustee. Trustee shall release this Security Instrument without further inquiry or liability. To the extent permitted by law, Lender may charge Borrower the statutory Trustee's fees and require Borrower to pay costs of recordation, if any.

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE  
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

**SIGNATURE & ACKNOWLEDGMENT**

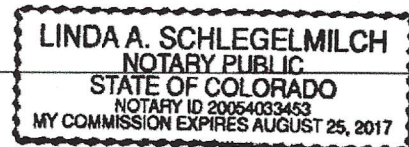
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

*David S. Smallidge*

(Seal)  
Borrower

*Cynthia D. Smallidge*

(Seal)  
Borrower



(Seal)  
Borrower

(Seal)  
Borrower

STATE OF COLORADO, El Paso County ss:

The foregoing instrument was acknowledged before me this 2 day of October, 2013  
by DAVID S. SMALLIDGE AND CYNTHIA D. SMALLIDGE

Witness my hand and official seal.

My Commission expires: 8-25-2017

*Linda A. Schlegelmilch*  
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

EXHIBIT A

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE ALONG THE WEST LINE OF SAID SECTION 18, THE BEARING OF WHICH IS ASSUMED TO BE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 30.01 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 88 DEGREES 11 MINUTES 43 SECONDS EAST, 30.01 FEET TO THE POINT OF BEGINNING FOR THE TRACT OF LAND HEREIN DESCRIBED; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE FALCON HIGHWAY AND PARALLEL TO THE NORTH LINE OF SAID SECTION 18, SOUTH 88 DEGREES 11 MINUTES 43 SECONDS EAST 1455.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE AND PARALLEL WITH THE WEST LINE OF SAID SECTION 18, SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 1185.94 FEET; THENCE NORTH 83 DEGREES 11 MINUTES 43 SECONDS WEST, 1455.00 FEET TO THE EAST RIGHT OF WAY LINE OF MERIDIAN ROAD, THENCE ALONG SAID RIGHT OF WAY NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 1185.94 FEET TO THE POINT OF BEGINNING, EL PASO COUNTY, COLORADO.



WHEN RECORDED, MAIL TO

Ent Credit Union  
7250 Campus Drive  
Colorado Springs, CO 80920-6517  
(719) 574-1100  
(800) 525-9623  
NMLSR ID # 405466

Revolving Credit Deed of Trust

LOAN ORIGINATOR NAME AND NMLSR ID #: CHERISE HEINEN 569119

THIS DEED OF TRUST (hereinafter referred to as the "Security Instrument") CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.

THIS DEED OF TRUST ("Security Instrument") is made on 8/20/2019  
The Grantor is DAVID S. SMALLIDGE AND CYNTHIA D. SMALLIDGE, JOINT TENANTS

\_\_\_\_\_ ("Borrower").  
The Trustee is the Public Trustee of EL PASO County, State of Colorado ("Trustee").  
The Beneficiary is Ent Credit Union a corporation organized and existing under the laws of the state of Colorado whose address is 7250 CAMPUS DRIVE  
COLORADO SPRINGS, CO 80920-6517 ("Lender").

IN CONSIDERATION of the indebtedness herein recited and the trust herein created;  
TO SECURE to Lender:

(1) The repayment of all indebtedness due and to become due under the terms and conditions of the Home Equity Credit Line Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Security Instrument, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed ONE HUNDRED THOUSAND DOLLARS AND NO CENTS ( \$100,000.00 ).  
That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. On the Final Payment ("maturity") Date of 8/28/2039 the entire indebtedness under the Credit Agreement, if not paid earlier, is due and payable.

(2) The payment of all other sums advanced in accordance herewith to protect the security of this Security Instrument, with finance charges thereon at a rate which may vary as described in the Credit Agreement.

(3) The performance of Borrower's covenants and agreements under this Security Instrument and under the Credit Agreement.

BORROWER irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in, the County of EL PASO State of Colorado:  
SEE EXHIBIT A

which has the address of 6275 NORTH MERIDIAN RD  
PEYTON, Colorado, 80831-8161 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold) are hereinafter referred to as the "Property".

Complete if applicable:  
This Property is part of a condominium project known as \_\_\_\_\_

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.  
This Property is in a Planned Unit Development known as \_\_\_\_\_

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit



**DEED OF TRUST (continued)**

If Borrower pays Funds to Lender, 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 may require a "cushion" to be maintained in the account equal to one-sixth of the estimated total amount of taxes, insurance, premiums and other charges that are to be paid annually, or such other amount as required or allowed by law. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Security Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to be paid and maintained for said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

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 22 hereof the Property is sold or the Property is otherwise 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 the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

**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," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Security Instrument.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Security Instrument, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Security Instrument. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Security Instrument.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Security Instrument. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for compensation in lieu of condemnation, or for any other reason, shall be paid to Lender to the extent of all sums secured by this Security Instrument.



**DEED OF TRUST (continued)**

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Security Instrument, but does not execute the Credit Agreement, (a) is co-signing this Security Instrument only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Security Instrument, (b) is not personally liable under the Credit Agreement or under this Security Instrument, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Security Instrument or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Security Instrument as to that Borrower's interest in the Property.
12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice addressed to Borrower at Borrower's last known address as reflected in Lender's records, and (b) any notice to Lender shall be given by mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
13. **Governing Law; Severability.** The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Security Instrument. In the event that any provision or clause of this Security Instrument or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
14. **Prior Mortgage or Deed of Trust; Modification; Future Advance.** Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Security Instrument by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.
15. **Borrower's Copy.** Borrower shall be furnished a copy of the Credit Agreement and a conformed copy of this Security Instrument at the time of execution or after recordation hereof.
16. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
17. **Waiver of Homestead Exemption.** To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Security Instrument.
18. **Waiver of Statutes of Limitation.** To the extent permitted by law, Borrower hereby waives statutes of limitation as a defense to any demand or obligation secured by this Security Instrument.
19. **Merger.** There shall be no merger of the interest or estate created by this Security Instrument with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.
20. **Notice of Transfer of the Property; Advances after Transfer.** Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.
- Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Security Instrument unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.
21. **Transfer of the Property.** Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.
- If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.
22. **Default; Termination and Acceleration; Remedies.** Each of the following events shall constitute an event of default ("event of default") under this Security Instrument: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Security Instrument or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Security Instrument. Such action or inaction by Borrower would include, but would not be limited to, (a) Borrower's failure to maintain required insurance, (b) Borrower's transfer or sale of the Property without Lender's permission, (c) Borrower's failure to pay taxes on the Property, (d) Borrower permitting the filing of a lien senior to that of the Security Instrument, (e) the Borrower dies and is the sole obligor under the Credit Agreement, (f) the Property is foreclosed upon by a prior lien holder or (g) the Property is taken through eminent domain. If an event of default occurs, Lender, at Lender's option, without further notice or demand (except as may otherwise be provided by applicable law), may declare all sums secured by this Security Instrument to be immediately due and payable, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.



**DEED OF TRUST (continued)**

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time when the purchaser will be entitled to Trustee's deed thereon. The recitals in 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

23. **Borrower's Right to Reinstate.** Whenever the default is nonpayment of sums due under this Security Instrument, and notwithstanding Lender's acceleration of the sums secured by this Security Instrument, Borrower shall have the right to have any foreclosure proceedings commenced by Trustee at the request of Lender to enforce this Security Instrument discontinued if (a) at least seven (7) days prior to date the foreclosure sale is to be held, or such other time period as may be provided by law, Borrower gives written notice to Trustee of Borrower's intention to cure the default and if, on or before the date and time provided by law, Borrower pays to Trustee all delinquent principal and interest payments which are due as of the date of such payment exclusive of the portion of principal which would not have been due in the absence of acceleration, plus costs, expenses, late charges, attorney's fees, public trustee's fees and costs, and other fees incurred by Lender as of the date of payment in connection with such foreclosure proceedings; (b) Borrower cures all breaches or any other covenants or agreements of Borrower contained in the Security Instrument; and (c) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest in the property and Borrower's obligations to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

24. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 22 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 22 hereof 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. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of the rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

25. **Release.** This Security Instrument secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When, according to the terms of the Credit Agreement, no more advances will be made, and Borrower has paid all sums secured by this Security Instrument (or earlier if required by applicable law), Lender shall request Trustee to release this Security Instrument and shall surrender the Credit Agreement to Trustee. Trustee shall release this Security Instrument without further inquiry or liability. To the extent permitted by law, Lender may charge Borrower the statutory Trustee's fees and require Borrower to pay costs of recordation, if any.

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

**SIGNATURE & ACKNOWLEDGMENT**

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.

*David S. Smallidge*

(Seal)  
Borrower

*Cynthia D. Smallidge*

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

**Non-Borrower Owner(s)/Spouse:** BY SIGNING BELOW, Non-Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Non-Borrower and recorded with it, which means you can lose your home if Borrower defaults. However, Non-Borrower is not personally obligated to repay the Debt contemplated in this Deed of Trust.

X

X

STATE OF COLORADO, EL PASO County ss:

The foregoing instrument was acknowledged before me this 20TH day of AUGUST 2019

by DAVID S. SMALLIDGE AND CYNTHIA D. SMALLIDGE, JOINT TENANTS

Witness my hand and official seal.

My Commission expires: JULY 31, 2022

*Christina Smith*



## EXHIBIT A

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 SOUTH, RANGE 64 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE ALONG THE WEST LINE OF SAID SECTION 18, THE BEARING OF WHICH IS ASSUMED TO BE S 0 DEGREES 00 MINUTES 00 SECONDS E, 30.01 FEET; THENCE DEPARTING SAID WEST LINE S 88 DEGREES 11 MINUTES 43 SECONDS E, 30.01 FEET TO THE POINT OF BEGINNING FOR THE TRACT OF LAND HEREIN DESCRIBED; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE FALCON HIGHWAY AND PARALLEL TO THE NORTH LINE OF SAID SECTION 18, S 88 DEGREES 11 MINUTES 43 SECONDS E 1455.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE AND PARALLEL WITH THE WEST LINE OF SAID SECTION 18, S 0 DEGREES 00 MINUTES 00 SECONDS E, 1185.94 FEET; THENCE N 83 DEGREES 11 MINUTES 43 SECONDS W, 1455.00 FEET TO THE EAST RIGHT OF WAY LINE OF MERIDIAN ROAD, THENCE ALONG SAID RIGHT OF WAY N 0 DEGREES 00 MINUTES 00 SECONDS E, 1185.94 FEET TO THE POINT OF BEGINNING, EL PASO COUNTY, COLORADO.

**EL PASO COUNTY - COLORADO**

431800028  
6275 N MERIDIAN RD

Total Market Value  
**\$300,325**

**OVERVIEW**

Owner:	SMALLIDGE DAVID S, SMALLIDGE CYNTHIA D
Mailing Address:	11955 FALCON HWY PEYTON CO, 80831-8161
Location:	6275 N MERIDIAN RD
Tax Status:	Taxable
Zoning:	RR-5
Plat No:	-
Legal Description:	A TRACT OF LAND IN NW4 OF SEC 18-13-64 DESC AS FOLS, COM AT NW COR OF SEC 18 TH ALG W LN OF SD SEC S 00<00'00" E 30.01 FT, S 88<11'43" E 30.01 FT FOR POB, TH ALG SLY R/W OF FALCON HWY S 88<11'43" E 1455.00 FT, S 00<00'00" E 1185.94 FT, N 83<11'43" W 1455.00 FT TO E R/W OF MERIDIAN ROAD, TH ALG R/W N 00<00'00" E 1185.94 FT TO POB

**MARKET & ASSESSMENT DETAILS**

	Market Value	Assessed Value
Land	\$6,758	\$870
Improvement	\$293,567	\$21,440
Total	\$300,325	\$22,310

**RESIDENTIAL - RANCH (1)**

Market Value **\$291,489**

Assessment Rate	7.15	Above Grade Area	2,611
Bldg #	1	First Floor Area	2,611
Style Description	RANCH	Above First Floor Area	0
Property Description	AG RESIDENCE GOOD QUAL	Lower Level Living Area	0
Year Built	1995	Total Basement Area	2,599
Dwelling Units	1	Finished Basement Area	
Number of Rooms	7	Garage Description	Attached
Number of Bedrooms	4	Garage Area	484
Number of Baths	2.75	Carport Area	-

**COMMERCIAL - CATTLE SHED (1)**

Market Value **\$2,078**

Assessment Rate	29.00	Sprinkler	N
Bldg #	1	Elevator	N
Use	CATTLE SHED	Occup 1	113
Year Built	1980	Occup 2	
Area	1260	HVA 1	
Class	D	HVA 2	
Quality	1.0	Wall Height	10
Stories	1	Land Size	1826035
Perimeter	169	Neigh #	99
# Units			

**LAND DETAILS**

Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	AG. GRAZING LAND	29.000	41.92 Acres	\$1,758
2	WELL AND SEPTIC	7.150	0	\$5,000

Disclaimer

We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.



**SALES HISTORY**

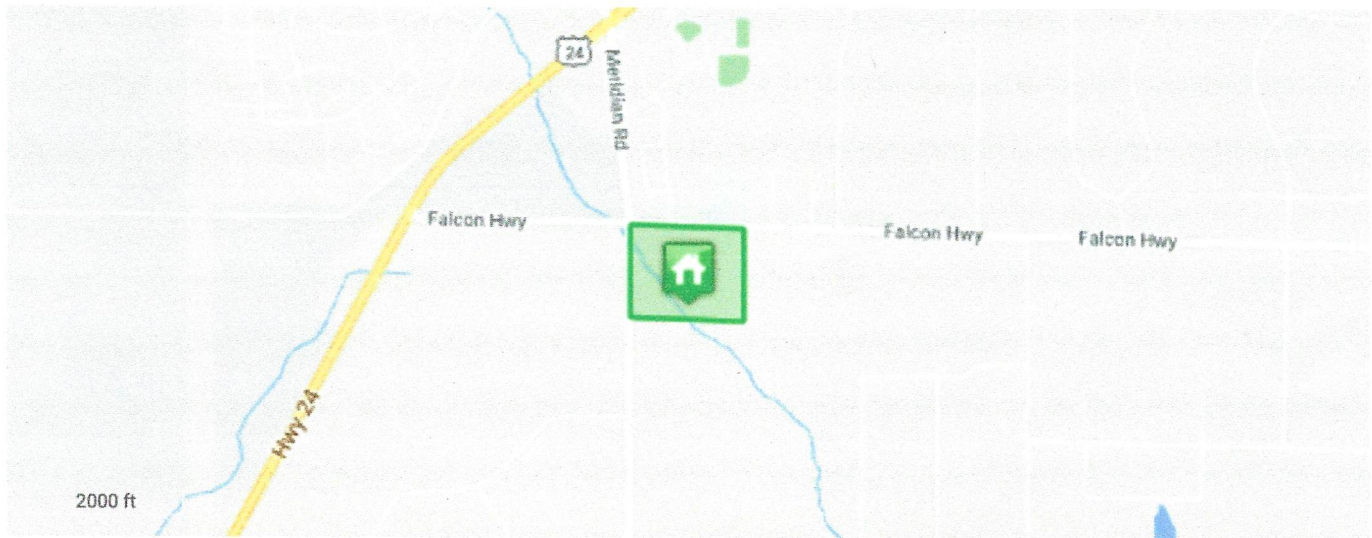
+	07/19/2013	\$0	-	213092873
+	07/03/2013	\$0	-	213086594
+	01/20/2009	\$0	-	209004725
+	02/17/2004	\$0	-	204027003
+	02/17/2004	\$0	-	204027004
+	12/06/1994	\$70,000	Good sale	94162282

**TAX ENTITY AND LEVY INFORMATION**

County Treasurer Tax Information

Tax Area Code: **SCF** Levy Year: **2019** Mill Levy: **70.387**

EL PASO COUNTY	7.222	FINANCIAL SERVICES	(719) 520-6400
EPC ROAD & BRIDGE (UNSHARED)	0.330	-	(719) 520-6498
EL PASO COUNTY SCHOOL NO 49	43.189	BRETT RIDGWAY	(719) 495-1130
PIKES PEAK LIBRARY	3.731	MIKE VARNET	(719) 531-6333
FALCON FIRE PROTECTION	14.886	TRENT HARWIG	(719) 495-4050
UPPER BLK SQUIRREL CRK GROUND WATER	1.029	TRACY DORAN	(719) 347-0704
EL PASO COUNTY CONSERVATION	0.000	PAMELA DAVISON	(719) 632-9598



**LAND SURVEY PLAT**

SURVEYOR'S NAME: Paul W. Smith

SECTION/TOWNSHIP/RANGE: \_\_\_\_\_

QUARTER SECTION: \_\_\_\_\_

SECTION/TOWNSHIP/RANGE: \_\_\_\_\_

QUARTER SECTION: \_\_\_\_\_

SUBDIVISION/LEGAL DESCRIPTION: \_\_\_\_\_

ASSIGNED PAGE #'S: \_\_\_\_\_

C&R/014 REVISED 12/04

Chuck Broerman  
04/10/2017 08:28:34 AM  
Doc \$0.00 94  
Rec \$950.00 Pages

El Paso County, CO



217900057

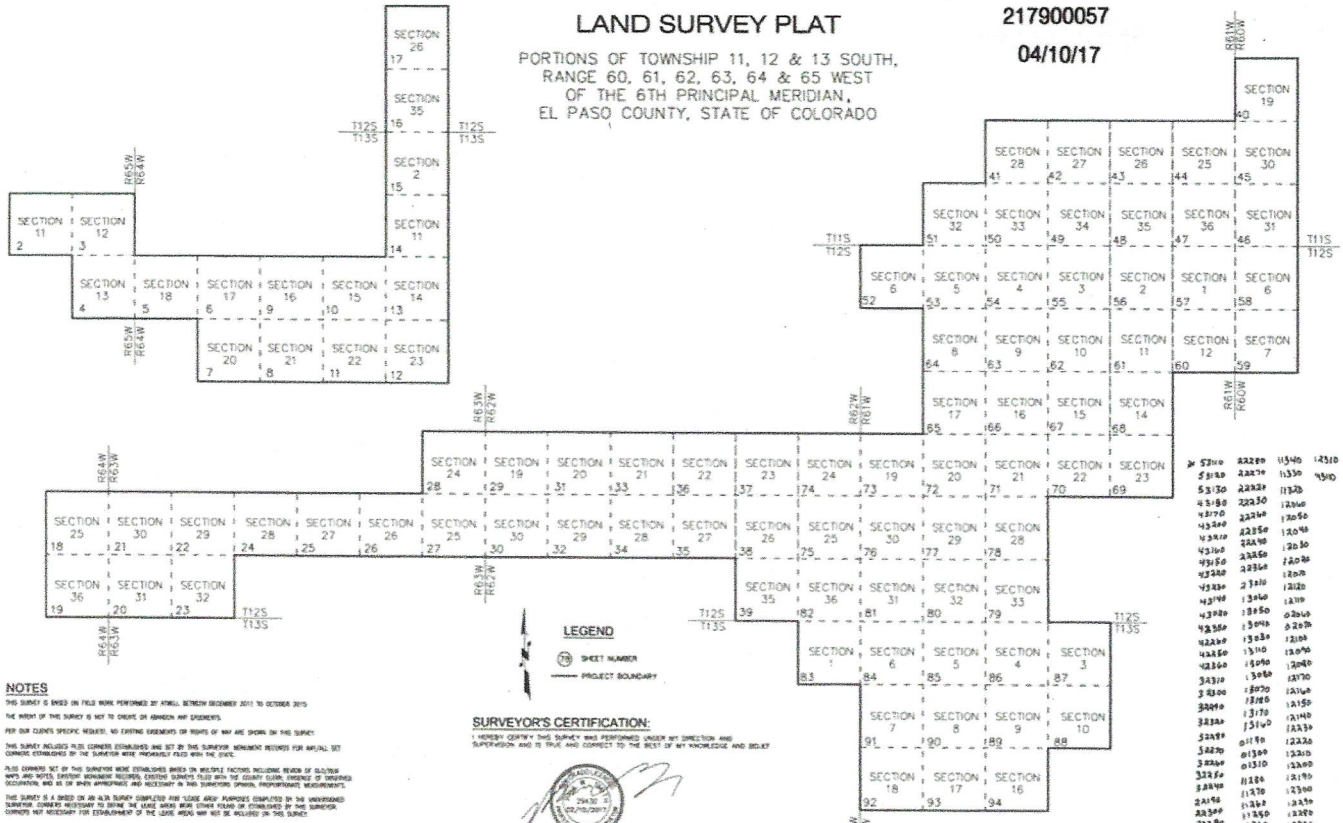


# LAND SURVEY PLAT

217900057

04/10/17

PORTIONS OF TOWNSHIP 11, 12 & 13 SOUTH,  
RANGE 60, 61, 62, 63, 64 & 65 WEST  
OF THE 6TH PRINCIPAL MERIDIAN,  
EL PASO COUNTY, STATE OF COLORADO



- NOTES**
1. THIS SURVEY IS BASED ON FIELD WORK PERFORMED BY ATWELL BETWEEN DECEMBER 2011 TO OCTOBER 2015.
  2. THE POINT OF THIS SURVEY IS NOT TO CREATE OR AMEND MAP EVIDENCE.
  3. FOR OUR CLIENTS SPECIFIC REQUEST, NO EXISTING RECORDS OR RIGHTS OF WAY ARE SHOWN ON THIS SURVEY.
  4. THIS SURVEY INCLUDES THE CORNER EVIDENCE AND SET BY THE SURVEYOR (MENTIONED RECORDS FOR ANALYSIS SET CORNER EVIDENCE BY THE SURVEYOR WERE PROBABLY FIELD WITH THE DATE).
  5. ALSO CORNER SET BY THE SURVEYOR WERE ESTABLISHED BASED ON RECEIPT FACTORS INCLUDING BEARING OF SLOTTED TAPE AND WOODEN EVIDENCE BENCHMARKS EXISTING WITHIN THE COUNTY CLERK, RECORDS OF VOUCHER OCCUPATION, AND AS IN OTHER APPROPRIATE AND NECESSARY IN THIS SURVEYOR'S OPINION, PERFORMANCE MEASUREMENTS.
  6. THIS SURVEY IS A BASED ON AN ALTA SURVEY COMPLETED FOR THESE AREA PLANNERS EMPLOYED BY THE UNINCORPORATED SURVEYOR, CONSIDER NECESSARY TO SHOW THE LAND AREA BEING SURVEYED OR COMBINED BY THE SURVEYOR. SURVEY NOT NECESSARY FOR ESTABLISHMENT OF THE LAND AREA MAY NOT BE INCLUDED IN THIS SURVEY.

**COORDINATE SYSTEM**  
DEFINITION: VALUES SHOWN ARE CALCULATED BETWEEN IN US SURVEY FEET BASED ON THE COLORADO STATE PLANE COORDINATE SYSTEM OF 1983 CENTRAL ZONE.

**PLSS CORNER NOTE:**  
THIS SURVEYOR COMPLETED A DILIGENT SEARCH OF THE STATE OF COLORADO RECORDS PERTAINING TO LAND SURVEYOR RECORDS, RECORDS OF COUNTY RECORDS, FOR ADDITIONAL SURVEY RECORDS WAS PERFORMED DURING THE COURSE OF THIS SURVEY.

**LEGEND**  
 SHEET NUMBER  
 PROJECT BOUNDARY

**SURVEYOR'S CERTIFICATION:**  
I HEREBY CERTIFY THIS SURVEY WAS PERFORMED UNDER MY DIRECTOR AND SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PAUL B. SMITH - ON BEHALF OF ATWELL, LLC  
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR NO. 29430

**STATUTE OF LIMITATIONS**  
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

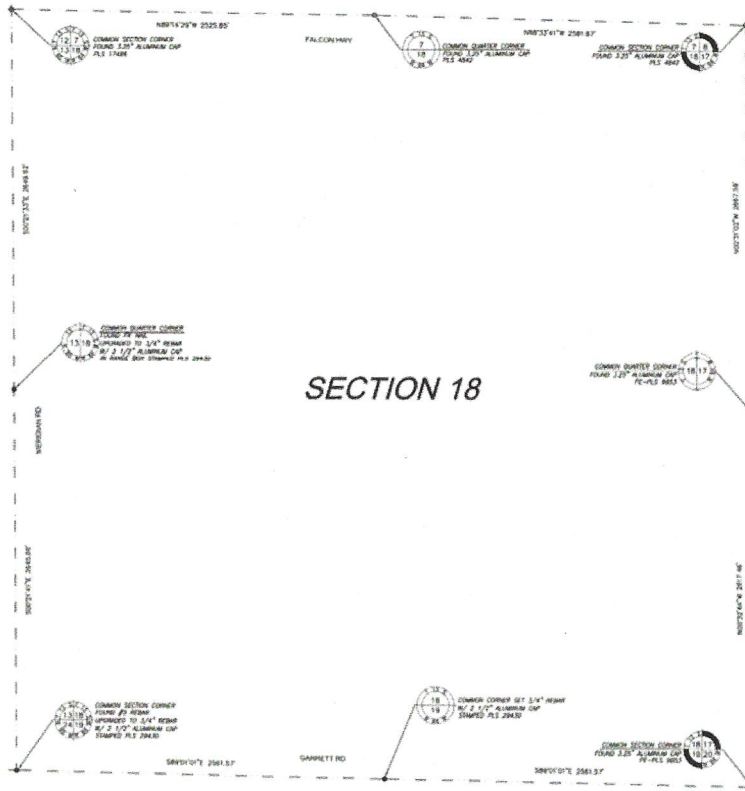
**INDEXING CERTIFICATION:**  
DEPOSITED THIS 10th DAY OF April, 2017, AT 2:28 P.M.  
IN BOOK 1087 OF THE COUNTY SURVEYORS LONG SURVEY/NIGHT-OF-WAY SURVEYS  
AT PAGE 27 OF RECEPTION NO. 217900057

By: *Paul B. Smith*  
COUNTY CLERK AND RECORDER

4130	4220	4310	4400
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6430	6520	6610	6700
6440	6530	6620	6710

217900057

04/10/17



SECTION 18

LEGEND

- SECTION LINE
- CALCULATED CORNER
- FIELD MONUMENT AS NOTED
- SET MONUMENT OR UPGRADED AS NOTED



LAND SURVEY PLAT

JANUARY 2017



PAUL A. ANDERSON

PLS. R. GILES

JOB NO. 14001457

SCALE 1" = 300 FEET

DATE 04/10/17

SHEET 5 OF 04





095078895

95 AUG -4 AM 10:34  
ARDIS W. SCHMITT  
ASSISTANT COUNTY CLERK  
EL PASO COUNTY CLERK & RECORDER

BOOK PAGE  
6697 866

10.00  
1.00

# GRANT OF RIGHT OF WAY

BRAD W. BARKER AND CINDY BARKER

of the County of El Paso State of Colorado, hereinafter called the "Grantor", in consideration of the sum of one dollar and other valuable considerations, hereby grants unto Mountain View Electric Association, Inc., a Colorado corporation, P.O. Box 1600, Limon, Colorado 80828, hereinafter called the "Grantee", its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures over, upon, under, and along a strip of land

Twenty feet in width, owned by the Grantor, situate in El Paso County, State of Colorado, described as follows:

an easement of ten feet either side of the power line and guy wires in pt of NW $\frac{1}{4}$  of Section 18, County of El Paso, State of Colorado and which lot is known as 6155 Meridian Road.

In pt Section 18 Township 13 South, Range 64 West,

together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove and enjoin and restrain the placement of any objects which may interfere with the construction and operation of such lines and structures on or near said strip of land.

Grantor further grants unto the Grantee, the right, privilege and authority to grant, permit or license any other public utility, cable television or private communications company to occupy and maintain its facilities within, over, upon, under and along the above described strip of land.

TO HAVE AND TO HOLD said strip of land unto the Grantee, its successors and assigns forever.

The Grantor covenants and agrees for himself, his heirs, and assigns, not to erect any building or structure within the limits of said strip of land, and the Grantee, its successors and assigns, shall have the right to remove, at Grantor's expense, objects interfering with the construction, maintenance, operation, control and use of said lines.

The Grantor agrees that all poles, wires, cables, and other facilities including any main service entrance equipment, installed in, upon or under the above described easement and right-of-way by Grantee shall remain the property of Grantee, removable at the option of Grantee.

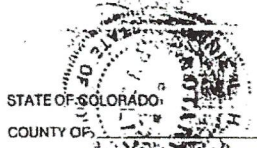
This grant is subject to the right of the Grantor, his heirs and assigns, to pass over said strip of land from one portion of his land to the other portion thereof, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, its successors and assigns, for the purposes aforesaid.

The Grantee, for itself, its successors and assigns, hereby agrees to pay any damage which may arise from constructing, maintaining, operating or removing said electric distribution and/or transmission line or lines so far as the same shall affect fences, irrigation or draining ditches, or growing crops, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, his heirs and assigns, one by the Grantee, its successors or assigns, and the third person by the two persons aforesaid, the award of such three persons to be final and conclusive.

The word "Grantor", wherever used herein, shall include either one or more persons, and the masculine wherever used shall include the feminine.

DATED: 6-21-95

Brad W. Barker (SEAL)  
Cindy Barker (SEAL)



STATE OF COLORADO )  
COUNTY OF EL PASO ) ss. El Paso

The within instrument was acknowledged before me this 21st day of June 19 95 by CINDY BARKER and BRAD W. BARKER  
(Print the name(s) signed above)

WITNESS my hand and official seal  
My Commission Expires January 6, 1997

Account No. \_\_\_\_\_  
Notary Public Ronnie L.N. Palmer

Work Order No. 95-500  
405  
Notary's Home or Business Address 3205 N ACADEMY  
COLORADO SPRINGS, CO 80917

BOOK PAGE  
6697 867

EXHIBIT A

A tract of land located in the Northwest quarter of Section 18, Township 13 South, Range 64 West of the 6th P.M., County of El Paso, State of Colorado, more particularly described as follows:

Commencing at the Northwest corner of said Section 18; thence along the West line of said Section 18, the bearing of which is assumed to be S 0 degrees 00 minutes 00 seconds E, 30.01 feet; thence departing said West line S 88 degrees 11 minutes 43 seconds E, 30.01 feet to the point of beginning for the tract of land herein described; thence along the Southerly right of way line of the Falcon Highway and parallel to the North line of said Section 18, S 88 degrees 11 minutes 43 seconds E 1455.00 feet; thence departing said right of way line and parallel with the West line of said Section 18, S 0 degrees 00 minutes 00 seconds E, 1185.94 feet; thence N 83 degrees 11 minutes 43 seconds W, 1455.00 feet to the East right of way line of Meridian Road; thence along said right of way N 0 degrees 00 minutes 00 seconds E, 1185.94 feet to the point of beginning.

COUNTY OF EL PASO, STATE OF COLORADO





# The United States of America,

To all to whom these presents shall come, Greeting:

Homestead Certificate No. 33<sup>4</sup>

Application 1197

United States a Certificate of the Register of the Land Office at Pueblo Colorado

whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Charles A. Stroud

has been established and duly consummated, in conformity to law, for the north-west quarter of the north-west quarter of section eighteen in township thirteen south of range sixty-four west in the district of lands subject to sale at Pueblo Colorado embracing thirty-eight acres and fifty-two hundredths of an acre

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General.

Now know ye, That there is, therefore, granted by the United States unto the said

Charles A. Stroud

the tract of Land above described: To have and to hold the said tract of Land, with the appurtenances thereof, unto the said Charles A. Stroud and to his

heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, J. Rutherford B. Hayes, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the twentieth day of January, in the year of our Lord one thousand eight hundred and eighty, and of the Independence of the United States the one hundred and fiftieth

L.S.



BY THE PRESIDENT: R. B. Hayes

By Wm. H. Crook, Secretary.

J. H. Clark, Recorder of the General Land Office.



Transcript from: Road Book A Page 78  
Road Order Dated October 3, 1887  
Recorded 3:00 p.m. October 3, 1887

Board of County Commissioners

To

El Paso County, Colorado

State of Colorado }  
County of El Paso } ss.

At a regular meeting of the Board of County Commissioners for El Paso County, Colorado, held at the County Clerk's Office in Colorado Springs on Monday, October 3, 1887, there were present J. C. Woodbury, Chairman, L.C. Skinner; David McShane, commissioners; E.J. Eaton, Clerk; when the following proceedings, among others, were held and done, to-wit:

In accordance with the provisions of an Act passed by the General Assembly of the State of Colorado, Session 1885, entitled "An Act to Amend Section IV of Chapter XCV of the General Statutes of the State of Colorado, entitled 'Roads and Highways'", it was ordered by the Board that all Section lines, Township lines and Range lines on the public domain East of the Range line dividing Ranges 65 W. and 66 W., be and the same are hereby declared Public Highways of the width of 60 feet, being 30 feet on each side of said Section lines, Township lines or Range lines, as the case may be, the same being in El Paso County, Colorado.

J. C. Woodbury, Chairman

Dated: October 3rd, 1887  
Attest: E.J. Eaton, County Clerk  
(official seal)



Charles Ozias RECORDER

This Deed, Made this 19th day of April in the year of our Lord

one thousand nine hundred and fifty-six between

PAUL W. SUSSE and JO ANN SUSSE,

of the County of El Paso and State of Colorado, of the first part,

of the County of El Paso and State of Colorado, of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of SIXTYEIGHT (\$68.00) and other good and valuable consideration to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, heirs and assigns forever, all the following described lots or parcels of land,

situated lying and being in the County of El Paso, and State of Colorado, to-wit: Lots 1 and 2, the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ ), North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ ), and Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ ), of Section 18, Township 13 South, Range 64 West of the 6th P.M., containing 277.48 acres, more or less. The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ) and the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ ), of Section 18, Township 13 South, Range 64 West of the 6th P.M., containing 120 acres, more or less. The East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ ) and all of the Southeast Quarter (SE $\frac{1}{4}$ ), of Section 19, Township 13 South, Range 64 West of the 6th P.M., containing 240 acres, more or less. Lots 1 and 2 (containing N $\frac{1}{2}$ SW $\frac{1}{4}$ ), and the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section 20, Township 13 South, Range 64 West of the 6th P.M., containing 168.88 acres, more or less. Lots 3 and 4 (containing the S $\frac{1}{2}$ SW $\frac{1}{4}$ ) and the East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ ), of Section 20, Township 13 South, Range 64 West of the 6th P.M., containing 168.88 acres, more or less. The East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ ), the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ ), Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ ), the Southeast Quarter (SE $\frac{1}{4}$ ), and the East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ ), of Section 7, Township 13 South, Range 64 West of the 6th P.M., containing 100 acres, more or less. Part of the Southwest Quarter of the Northwest (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) and the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section 7, Township 13 South, Range 64 West of the 6th P.M., less platted part lying South and East of the Chicago, Rock Island, Pacific Railroad right of way, containing 79 acres, more or less EXCEPTING that portion of the West half of the Southwest Quarter of Section 7, Township 13 South, Range 64 West of the 6th P.M., described as follows: Commencing at the Southeast corner of said Section 7, which corner is also the Northwest corner of Section 18, Township and Range aforesaid, run thence Northeasterly at an angle of 116° 10' 15" with the West line of said Section 18, 42.44 feet; thence angle right 26° 10' 15" Easterly on a line parallel with the South line of said Section 7, 480.5 feet; thence angle left 10° 20' 20" Northwesterly, 1360.3 feet; thence angle left 63° 39' 15" Easterly, 187 feet to the point of beginning of the tract herein described; thence angle right 84° 00' 00" Northwesterly, 422 feet; thence angle right 61° 49' 40", 1112 feet to the point of intersection of the Southeasterly extension of the Easterly line of said Section 18 as situated in the original Town of Falcon with the Southerly line of Block A, as platted in said Town of Falcon; thence angle left 87° 22' 50" Northwesterly along the Easterly line of said Block 27, 290 feet; thence angle left 86° 00' 00" Southwesterly, 390 feet, more or less to the West line of said Section 7; thence angle left 100° 22' Southerly on the West line of said Section 7, 732.52 feet; thence angle left 100° 00' 00", 191.12 feet to the point of beginning;

EXCEPTING the following described tract of land, being that portion of the Northwest Quarter of Section 7, Township 13 South, Range 64 West of the 6th P.M., described as follows: Commencing at the Southwest corner of said Section 7, which corner is also the Northwest corner of Section 18, Township and Range aforesaid, run thence Northwesterly at an angle of 116° 10' 15" with the West line of said Section 18, 42.44 feet; thence angle right 26° 10' 15" Easterly and parallel with the South line of said Section 7, 480.5 feet; thence angle

APR 23 1906



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RECORDED

and the above bargained premises, in the quiet and peaceable possession of the said party of the second part. His heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in Presence of

*[Handwritten signatures]* Seal Seal Seal Seal

STATE OF COLORADO.

County of *[illegible]* ss. The foregoing instrument was acknowledged before me this *[illegible]* day of *[illegible]* April 19*[illegible]* by *[illegible]* FRED W. BUSSE and JO ANN BUSSE.

Witness my hand and official seal.

My commission expires

*[Handwritten signature]*  
Notary Public.

If acted in official or representative capacity, insert name and also office or capacity and for whom acting.





Received at 945 1/2 block A, M., JUL 17 1969  
677639

Operation No. HARRIET BEAL  
**GRANT OF RIGHT OF WAY**

BOOK 2300 PAGE 798

KNOW ALL MEN BY THESE PRESENTS, That Harold E. Povnter and Dena L. Povnter

of the County of El Paso, and State of Colorado, hereinafter called the "Grantor" in consideration of the Sum of One Dollar (\$1.00) and other valuable consideration to the Grantor in hand paid by the Mountain View Electric Association, Incorporated, a corporation organized and existing under the laws of the State of Colorado, whose post office address is Limon, Colorado, and to its successors or assigns, hereinafter called the "Grantee," the receipt of which consideration is hereby acknowledged by the Grantor, hereby grants unto the Grantee, its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and, in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures, together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove any objects which may interfere with the construction and operation of such lines and structures, over, upon, and along a strip of land twenty

feet in width, owned by the Grantor, situate in the County of El Paso, and State of Colorado,

~~SUBJECT TO THE RIGHTS OF THE STATE OF COLORADO AS TO THE PUBLIC DOMAIN~~  
That portion of the Northwest quarter of Section 18, Township 13 South, Range 64 West of the 6th P.M., described as follows: Beginning at the Northwest corner of Section 18, thence Easterly along the north line of said section 18, a distance of 1485 feet; thence southerly parallel with the west line of said section 18, a distance of 1815 feet; thence westerly parallel with the north line of said section 18, a distance of 1485 feet to the west line of said section 18; thence northerly along the west line of said section 18 a distance of 1815 feet to the point of beginning.

NW 1/4 SECTION 18 TOWNSHIP 13 SOUTH RANGE 64 WEST

TO HAVE AND TO HOLD said strip of land for so long as the Grantee, its successors and assigns, shall use the same for the purposes aforesaid, the easement and right of way hereby granted to cease and revert to the Grantor, his heirs and assigns, if the Grantee, its successors and assigns, shall have ceased to use said strip of land for said purposes for a continuous period of two years.

The Grantor covenants and agrees for himself, his heirs, and assigns, not to erect any building or structure within the limits of said strip of land, and the Grantee, its successors and assigns, shall have the right to remove, at Grantee's expense, objects interfering with the construction, maintenance, operation, control and use of said lines.

This grant is subject to the right of the Grantor, his heirs and assigns, to pass over said strip of land from one portion of his land to the other portion thereof, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, its successors and assigns, for the purposes aforesaid.

The Grantee, for itself, its successors and assigns, hereby agrees to pay any damage which may arise from constructing, maintaining, operating or removing said electric transmission line or lines so far as the same shall affect fences, irrigation or draining ditches, or growing crops, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, his heirs and assigns, one by the Grantee, its successors or assigns, and the third person by the two persons aforesaid, the award of such three persons to be final and conclusive.

The word "Grantor," wherever used herein, shall include either one or more persons, and the masculine wherever used shall include the feminine.

WITNESS the hand and seal of the Grantor this 12<sup>th</sup> day of June A.D., 1969



Harold E. Povnter (SEAL)  
Dena L. Povnter (SEAL)  
\_\_\_\_\_  
(SEAL)

The within instrument was acknowledged before me this 12<sup>th</sup> day of June, 1969 by

Harold E. Povnter and Dena L. Povnter

My commission expires June 15, 1970

WITNESS my hand and official seal

Howard S. Pease  
Notary Public

Replaces: F/H C. E. District No. 1-2

Record

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