



ONE REPORT

To: LAND TITLE GUARANTEE COMPANY

Date Ordered: 07-01-2019

Attn: JONATHAN HALL

Order Number 803896

Fax:

Phone: 719-634-4821

Address: 1820 DOE TRL CALHAN, CO 80808

County: EL PASO

LEGAL DESCRIPTION

SEE DEED FOR FULL LEGAL DESCRIPTION

OWNERSHIP & ENCUMBRANCES

Certification Date: 06-25-2019

OWNERSHIP: GARY R. REED AND ROBIN B. REED

<u>Doc Type</u>	<u>Doc Fee</u>	<u>Date</u>	<u>Reference#</u>
QUIT CLAIM DEED	NA	02-28-2000	19266

ENCUMBRANCES AND OTHER DOCUMENTS

<u>Item</u>	<u>Payable To</u>	<u>Amount</u>	<u>Date</u>	<u>Reference#</u>
JUDGMENT	GEMINI CAPITAL GROUP LLC	\$9,883.36	12-04-14	111485

Cust Ref#

By: LUKE NELSON
Land Title
Property Resource Specialist
Email: lnelson@ltgc.com
Phone: 303-850-4192
Fax:

This ONE REPORT is based on a limited search of the county real property records and is intended for informational purposes only. The ONE REPORT does not constitute any form of warranty or guarantee of title or title insurance, and should not be used by the recipient of the ONE REPORT as the basis for making any legal, investment or business decisions. The recipient of the ONE REPORT should consult legal, tax and other advisors before making any such decisions. The liability of Land Title Guarantee Company is strictly limited to (1) the recipient of the ONE REPORT, and no other person, and (2) the amount paid for the ONE REPORT.



Prepared For:
LAND TITLE GUARANTEE COMPANY
JONATHAN HALL

Reference: 1820 DOE TRL CALHAN, CO 80808

Attached are the additional documents you requested:

Doc Type

Recorded

Reception#/BookPage

LUKE NELSON
Land Title
Property Resource Specialist
Email: lnelson@ltgc.com
Phone: 303-850-4192
Fax:

ADD.DOCS 803896

RECORDING REQUESTED BY:

merllanding.com
Escrow No. 5935-DH
Title Order No. 35096

When Recorded Mail Document
and Tax Statement To:
GARY & ROBIN REED
1820 DOE TRAIL
CALHAN, CO 80808

J. Patrick Kelly El Paso Cty, CO 200019266
02/28/2000 08:54
Doc \$0.00 Page
Rec \$5.00 1 of 1

APN: 24300-02-013

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ 0.00 City tax \$ 0.00

() computed on full value of property conveyed, or

() computed on full value less value of liens or encumbrances remaining at time of sale,

() Unincorporated Area City of Calhan

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GARY R. REED

hereby remises, releases and quitclaims to GARY R. REED AND ROBIN B. REED, HUSBAND AND WIFE

the following described real property in the City of Calhan,

County of El Paso, State of Colorado

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

RECORDER NOTE Legibility of
writing, typing or printing
UNSATISFACTORY in portions
of this document when received

DATED: February 23, 2000

STATE OF COLORADO

COUNTY OF EL PASO

ON 2/23/00

before me, HOLLY M. DUNKER personally appeared

GARY R. REED

Gary R. Reed
GARY R. REED

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/har/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature *Holly M. Dunker*

HOLLY M. DUNKER
NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/8/02

Escrow No. 5935-DH
Title Order No. 35096

EXHIBIT "A"

Lot 14 of Antelope Acres Subdivision in El Paso County, Colorado described as follows: Beginning at the Northwest Corner of said Lot 14; Thence East, A Distance of 488.27 Feet; Thence South 643.38 feet to a Cul-De-Sac, Thence West to the Southeast corner of Lot 22 of said Antelope Acres Subdivision; Thence North to the Point of Beginning, El Paso County, Colorado.



WAYNE W. WILLIAMS
12/04/2014 01:34:00 PM
Doc \$0.00 Page
Rec \$11.00 1 of 1

El Paso County, CO



214111485

COUNTY COURT, EL PASO COUNTY, COLORADO

Court Address:

PO Box 2980

270 S. Tejon

Colorado Springs, CO 80901-0000

Case Number: 14C -039516

Div.: CVL

13-03903

Plaintiff: GEMINI CAPITAL GROUP LLC

Defendant: REED, ROBIN et al

**DIRECTALINQUIRY
ANDNOTICESTO:**

TRANSCRIPT OF JUDGMENT

Law Office of DAVID A. BAUER, P.C.
ATTORNEY AT LAW
2594 S. Lewis Way, Suite A
Lakewood, CO 80227

Original Judgment Amount: \$9,883.36 Judgment Date: October 28, 2014
Revived Judgment Amount: \$.00 Judgment Date:
Judgment Status: UNSATISFIED

Additional Remarks:

CVL B/INT AT 8%

Debtor(s): ROBIN REED, 1820 Doe Trail, Calhan, CO 80808
MARY REDDINGTON, 1820 Doe Trail, Calhan, CO 80808

Creditor(s): GEMINI CAPITAL GROUP LLC, 2594 S Lewis Way, Suite A, Lakewood,
CO 80227

Balance of Judgment to Date: \$9,883.36

I hereby certify that the above is a true and complete transcript of the judgment in the above-referenced case which is retained in my office.

DAVID A. BAUER, P.C. IS A DEBT
COLLECTOR. THIS IS AN ATTEMPT TO
COLLECT A DEBT. ANY INFORMATION
OBTAINED WILL BE USED FOR THAT
PURPOSE.

Lynette Cornelius
Clerk of Court
COUNTY COURT, EL PASO COUNTY, COLORADO

DATE: November 20, 2014

BY Dr. Lynette D. Cornelius
Deputy Clerk



Land Title Guarantee Company



Date: August 27, 2014

PETER H. COOKE
1001 S. WEBER STREET
COLORADO SPRINGS, CO 80903
concolor@pcisys.net

Subject: Attached Title Policy **55048581.491400LTDI**
for **1890 DOE TRAIL, CALHAN, CO 80808**

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact the Final Policy Department at Phone: 719-634-4821 or

As a Colorado-owned and operated title company for over 45 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

Land Title
INSURANCE CORPORATION

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, LAND TITLE INSURANCE CORPORATION, a Colorado corporation, (the "Company"), insures, as of

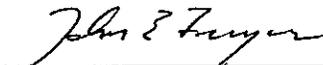
Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation; (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered; (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

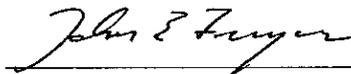
The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued through the Office of:
LAND TITLE GUARANTEE COMPANY
3033 E 1ST AVE #600
DENVER, CO 80206
303-850-4165




John E. Freyer, President

Land Title Insurance Corporation
P.O. Box 5645
Denver, CO 80217
(303) 331-6290


John E. Freyer, President


Debra R. Sorensen, Secretary


AMERICAN
LAND TITLE
ASSOCIATION



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions, or location of any improvement erected on the Land;
(iii) the subdivision of land; or
(iv) environmental protection;
or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
(a) created, suffered, assumed, or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
(a) a fraudulent conveyance or fraudulent transfer; or
(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization; (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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, avenue, 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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
"Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not

insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons, Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: P.O. Box 5645, Denver, Colorado 80217

Applies to policies in excess of \$500,000.00.

This Certificate is attached to and constitutes a part of The Title Insurance Policy of Land Title Insurance Corporation. In consideration of the premium paid under this policy, it is here by understood and agreed that OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY assumes liability under this policy for all loss in excess of \$500,000.00. In the event of any valid claim under this policy by reason of loss or damage insured against in excess of \$500,000.00, such excess loss shall be assumed and paid by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY in the same manner and to the same extent as if such excess loss had been insured by a policy of OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.
IN WITNESS WHEREOF the OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused this certificate to be executed by its duly authorized officers.

OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY
A Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612) 371-1111



Mark Bilbrey, President

Rande Yeager, Secretary

Land Title Guarantee Company Representing Land Title Insurance Corporation

Schedule A

Order Number: SR 55048581

Policy Number: 55048581.491400LTDI

Amount: \$149,900.00

Property Address:

1890 DOE TRAIL, CALHAN, CO 80808

1. Policy Date:

August 21, 2014 at 5:00 P.M.

2. Name of Insured:

PETER H. COOKE

3. The estate or interest in the Land described or referred to in this Schedule and which is covered by this policy is:

A FEE SIMPLE

4. Title to the estate or interest covered by this policy at the date is vested in:

PETER H. COOKE

5. The Land referred to in this Policy is described as follows:

LOT 13, AND THAT PART OF LOT 14, ANTELOPE ACRES, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 14; THENCE NORTH 45 DEGREES 59 MINUTES 28 SECONDS EAST A DISTANCE OF 657.82 FEET TO A CUL-DE-SAC; THENCE NORTH ALONG THE ARC OF THE CUL-DE-SAC A DISTANCE OF 46.36 FEET; THENCE WEST TO THE SOUTHEAST CORNER OF LOT 22 IN ANTELOPE ACRES; THENCE SOUTH ALONG THE WEST LINE OF LOT 14 TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO.

This Policy Valid only if Schedule B is attached.

Land Title Guarantee Company Representing Land Title Insurance Corporation

(Schedule B)

Order Number 55048581

Policy Number 55048581.491400LTDI

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING:

- 1) (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER.
- 2) 2014 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
- 3) RESERVATION OF ONE-HALF OF ALL MINERAL RIGHTS AS CONTAINED IN DEED RECORDED MARCH 23, 1956 IN BOOK 1559 AT PAGE 172.
- 4) GRANT OF RIGHT OF WAY TO EL PASO COUNTY MUTUAL TELEPHONE COMPANY AFFECTING A 10 FOOT STRIP ADJOINING ALL EXTERIOR LOT LINES AND A 30 FOOT STRIP ADJOINING ALL EXTERIOR BOUNDARIES RECORDED DECEMBER 8, 1971 IN BOOK 2454 AT PAGE 172.
- 5) RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED JANUARY 12, 1974, IN BOOK 2460 AT PAGE 624.
- 6) EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ANTELOPE ACRES RECORDED DECEMBER 09, 1971 UNDER RECEPTION NO. 848599.
- 7) THE EFFECT OF ORDER AND DECREE CREATING THE ELLICOTT METROPOLITAN DISTRICT, RECORDED FEBRUARY 11, 1997, UNDER RECEPTION NO. 097015577.
- 8) OIL AND GAS LEASE RECORDED OCTOBER 23, 2008 UNDER RECEPTION NO. 208115573. ASSIGNMENT OF OVERRIDING ROYALTY INTEREST RECORDED MARCH 19, 2010 UNDER RECEPTION NO. 210025476. OPTION TO EXTEND OIL AND GAS LEASE RECORDED SEPTEMBER 22, 2010 UNDER RECEPTION NO. 210093538. ASSIGNMENT OF OIL AND GAS LEASES RECORDED DECEMBER 9, 2010 UNDER RECEPTION NO. 210125521. CROSS-ASSIGNMENT AND STIPULATION OF INTEREST RECORDED MAY 30, 2012 UNDER RECEPTION NO. 212061659. PARTIAL ASSIGNMENT OF OIL AND GAS LEASES RECORDED SEPTEMBER 4, 2012 UNDER RECEPTION NO. 212102332.
- 9) FEDERAL TAX LIEN AGAINST PETER H. COOKE IN THE AMOUNT OF \$135,978.04 RECORDED JULY 18, 2011, UNDER RECEPTION NO. 211068937.
- 10) ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON IMPROVEMENT SURVEY PLAT CERTIFIED AUGUST 11, 2014 PREPARED BY LAND DEVELOPMENT CONSULTANTS, INC., PROJECT NO. 14015 SAID DOCUMENT STORED AS OUR ESI 20059346:

FENCE ON EASTERLY AND SOUTHERLY BOUNDARY LINE NOT FOLLOWING PROPERTY LINE.

ENDORSEMENT

Attached to Policy No. 55048581.491400LTDI

Our Order No. 55048581

Issued By

Land Title Insurance Corporation

The Company hereby modifies the Policy as follows:

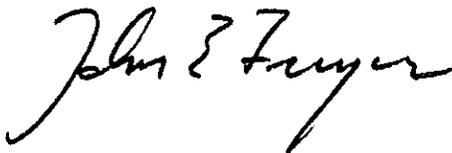
If there is a one-to-four family residential structure or condominium unit on the Land at Date of Policy, the Amount of Insurance shown in Schedule A will automatically increase by 10% on each of the first five anniversaries of the Date of Policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Land Title Insurance Corporation

By: Land Title Guarantee Company

By:



Authorized Signature

ENDORSEMENT

Attached to Policy No. 55048581.491400LTDI

Our Order No. 55048581

Issued By

Land Title Insurance Corporation

The effective Date of Policy is hereby changed from **AUGUST 21, 2014 AT 5:00 P.M** to **JUNE 25, 2019 AT 5:00 P.M.**.

The Company hereby insures:

1. That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in said policy, except:

A. SPECIAL WARRANTY DEED RECORDED JULY 14, 2015 UNDER RECEPTION NO. 215074911.

B. TRANSCRIPT OF JUDGMENT RECORDED JUNE 25, 2015 UNDER RECEPTION NO. 215066908.

C. TRANSCRIPT OF JUDGEMENT RECORDED JUNE 25, 2015 UNDER RECEPTION NO. 215066909.

D. TRANSCRIPT OF JUDGMENT RECORDED JUNE 25, 2015 UNDER RECEPTION NO. 215066910.

2. That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in Schedule A.

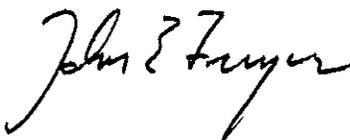
This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

1. Dated: **JUNE 25, 2019**

Land Title Insurance Corporation

By: Land Title Guarantee Company

By:



Authorized Signature

ENDORSEMENT

Attached to Policy No. 55048581.491400LTDI

Our Order No. 55048581

Issued By

Land Title Insurance Corporation

After recording, please return to:

Forbush Goldberg, PLLC
902 S. Weber Street
Colorado Springs, CO 80903

Reserved for recording information

Special Warranty Deed

KNOW ALL MEN BY THESE PRESENTS, that Peter H. Cooke, of El Paso County, Colorado, ("Grantor") for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby transfers and conveys to 1890 Doe Trail, LLC; a Colorado limited liability company, 1001 South Weber Street, Colorado Springs, Colorado 80903 ("Grantee") all of Grantor's right, title and interest in and to the following real property located in El Paso County, Colorado described as:

LOT 13 TOG WITH PT OF LOT 14 DESC AS FOLS: BEG AT SW COR OF LOT 14, TH NELY 657.82 FT ON SELY LOT LN TO A CUL-DE-SAC, NELY 46.36 FT ALG SD CUL-DE-SAC BDRY LN, WLY TO SE COR OF LOT 22, TH SLY 641.83 FT TO POB, ANTELOPE ACRES

State Schedule Number: 2430002020
(the "Property")

TOGETHER WITH all appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the Property;

TO HAVE AND TO HOLD the Property unto the Grantee, and the Grantee's heirs and assigns forever. The Grantor, and the Grantor's heirs, personal representatives, successors and assigns, covenants and agrees that Grantor shall WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of the Grantee, its heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

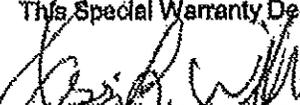
Executed and delivered on July 8, 2015.



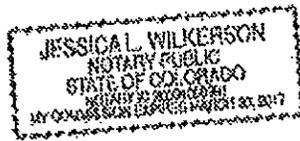
Peter H. Cooke

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

This Special Warranty Deed was acknowledged before me on July 8, 2015 by Peter H. Cooke.



Jessica L. Wilkerson, Notary Public
Commission expires: March 30, 2017





DISTRICT COURT, EL PASO COUNTY, COLORADO

Court Address: District Court, El Paso County
P. O. Box 2980
270 S. Tejon
Colorado Springs, CO 80903

COURT USE ONLY

Case Number: D212013CV804879

Plaintiff: State of Colorado, Department of Revenue

Defendant: PETER H. COOKE et al

TRANSCRIPT OF JUDGMENT

Judgment Amount: \$10,397.00

Judgment Date: Nov 18, 2013

Judgment Status: UNSATISFIED

Debtor(s): PETER H. COOKE (27544983) ()

Creditor(s): State of Colorado, Department of Revenue

Balance of Judgment to Date: \$10,397.00

I hereby certify that the above is a true and complete transcript of judgment in the above-reference case which is retained in my office.

Date: Nov 18, 2013



Mary Perry, Clerk of Court
District Court EL PASO County
BY _____ /s/
Deputy Clerk



DISTRICT COURT, EL PASO COUNTY, COLORADO

Court Address: District Court, El Paso County
P. O. Box 2980
270 S. Tejon
Colorado Springs, CO 80903

COURT USE ONLY

Case Number: D212014CV806542

Plaintiff: State of Colorado, Department of Revenue

Defendant: PETER H. COOKE et al

TRANSCRIPT OF JUDGMENT

Judgment Amount: \$172.00

Judgment Date: Jan 08, 2014

Judgment Status: UNSATISFIED

Debtor(s): PETER H. COOKE (27544983) ()

Creditor(s): State of Colorado, Department of Revenue

Balance of Judgment to Date: \$172.00

I hereby certify that the above is a true and complete transcript of judgment in the above-reference case which is retained in my office.

Date: Jan 08, 2014



Mary Perry, Clerk of Court
District Court EL PASO County
BY _____ /s/ _____
Deputy Clerk



DISTRICT COURT, EL PASO COUNTY, COLORADO

Court Address: District Court, El Paso County
P. O. Box 2980
270 S. Tejon
Colorado Springs, CO 80903

COURT USE ONLY

Case Number: D212014CV806861

Plaintiff: State of Colorado, Department of Revenue

Defendant: PETER H. COOKE et al

TRANSCRIPT OF JUDGMENT

Judgment Amount: \$14,374.00

Judgment Date: Jan 22, 2014

Judgment Status: UNSATISFIED

Debtor(s): PETER H. COOKE (27544983) ()

Creditor(s): State of Colorado, Department of Revenue

Balance of Judgment to Date: \$14,374.00

I hereby certify that the above is a true and complete transcript of judgment in the above-reference case which is retained in my office.

Date: Jan 22, 2014



Mary Perry, Clerk of Court
District Court EL PASO County
BY _____ /s/ _____
Deputy Clerk