

**REPORT OF TITLE**

<b>For the benefit of:</b> Md7	<p>see page 2, this is for the wrong parcel.</p>	<b>Order No.:</b> 30968798
<b>Issue Date:</b> May 15, 2020		<b>State:</b> Colorado
<b>County:</b> El Paso		
<b>Address:</b> , CO		
<b>Customer Ref. No.:</b> 10093755		

**Scope of Search:** Beginning **August 8,** through **May 12, 2020**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported below what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments, liens and UCCs; and, other matters commonly recorded or filed in the local land records.

**Vested Owner:** Elizabeth West, Elizabeth J. Liggett and James Gary West

**Search disclosed the following:**

1. Taxes  
Type of Tax: County  
Calendar year: 2019  
Amount: \$431.01 annually  
Parcel ID #: 22000-00-245  
Paid through: 2019  
Assessment: \$19,070.00 (total = land and improvements, if any)
2. Deed of Trust from Elizabeth West, not personally but as Trustee on behalf of Elizabeth West Trust, Grantor(s), to Public Trustee of El Paso County, Colorado, Trustee(s), in favor of Farmers State Bank of Calhan, dated January 8, 1999, and recorded January 12, 1999 in Instrument No. 099005417, in the original amount of \$25,000.00.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**



Authorized Signature

**END OF REPORT**

**EXHIBIT "A"**  
Legal Description

Property located in El Paso County, Colorado

The following described real property in the County of El Paso, State of Colorado, to wit:

The Southeast Quarter of the Southeast Quarter of Section 15 in Township 12 South, Range 62 West of the 6th Principal Meridian, County of El Paso, State of Colorado, except that portion of the Southeast Quarter of the Southeast Quarter of Section 15, described as follows:

Beginning at the Southeast corner of said Section 15, thence South 88 degrees 08 minutes West 433 feet to a concrete monument, thence North 0 degrees 13 minutes West 660 feet to a concrete monument, thence North 88 degrees 08 minutes East 433 feet, thence South 0 degrees 13 minutes East 660 feet to the point of beginning, and together with the Southerly 70 feet of the Northeast Quarter of the Southeast Quarter of said section.

AND BEING the same property conveyed to El Rancho Isabel, a Colorado Registered Limited Liability Partnership from Elizabeth West Trust, UTD November 14, 1997 by Warranty Deed dated August 29, 2002 and recorded January 30, 2003 in Instrument No. 203021493; AND FURTHER CONVEYED to Elizabeth West from El Rancho Isabel by Quitclaim Deed dated April 28, 2010 and recorded April 28, 2010 in Instrument No. 210039087; AND FURTHER CONVEYED to Elizabeth West, Elizabeth J. Liggett and James Gary West from Elizabeth West by Quitclaim Deed dated June 2, 2016 and recorded June 2, 2016 in Instrument No. 216059353.

Tax Parcel No. 2200000245

Again, this is for the wrong property, El Paso County need a tital opinion for 2200000045 not 2200000245

## DEED CHAIN

- A. Type of Deed: Warranty Deed  
From: Sun-Lar Land & Cattle Co., a Colorado corporation  
To: Joseph Michael Cahlik and Barbara G. Cahlik  
Dated: July 22, 1986  
Recorded on: August 8, 1986  
Recorded in: Deed Book 5215, Page 517
- B. Type of Deed: Deed  
From: El Paso County Treasurer  
To: Robert V. Frank  
Dated: N/A  
Recorded on: June 15, 1994  
Recorded in: Deed Book 6468, Page 819  
Correction Deed  
Recorded on: April 3, 1995  
Recorded in: Deed Book 6627, Page 370
- C. Complaint to Quiet Title  
From: Robert V. Frank  
To: Joseph Michael Cahlik, Barbara G. Cahlik, Esther E. Rinard, Public Trustee for the County of El Paso, State of Colorado, Sharon Shipley, Treasurer of El Paso County, Colorado, Sun-Lar Land & Cattle Company, and all unknown persons who may claim any interest in the subject matter of this action  
Dated: November 16, 1994  
Recorded on: June 1, 1998  
Recorded in: Instrument No. 098073177
- D. Type of Deed: Deed  
From: Robert V. Frank  
To: Robert V. Frank as to an undivided 52% interest and Lois Burbach as to an undivided 24% interest and Robert Goldsmith as to an undivided 24% interest  
Dated: July 17, 1998  
Recorded on: July 24, 1998  
Recorded in: Instrument No. 098103860
- E. Type of Deed: Warranty Deed  
From: Robert V. Frank as to an undivided 52% interest and Lois Burbach as to an undivided 24% interest and Robert Goldsmith as to an undivided 24% interest  
To: Elizabeth West Trust  
Dated: July 17, 1998  
Recorded on: July 24, 1998  
Recorded in: Instrument No. 098103861
- F. Type of Deed: Warranty Deed  
From: Elizabeth West Trust, utd November 14, 1997  
To: El Rancho Isabel, a Colorado Registered limited liability limited partnership  
Dated: August 29, 2002  
Recorded on: January 30, 2003  
Recorded in: Instrument No. 203021493
- G. Type of Deed: Quitclaim Deed  
From: El Rancho Isabel  
To: Elizabeth West  
Dated: April 28, 2010  
Recorded on: April 28, 2010  
Recorded in: Instrument No. 210039087

## DEED CHAIN

- H.    Type of Deed: Beneficiary Deed  
      From:       Elizabeth West  
      To:         Elizabeth J. Liggitt  
      Dated:      March 24, 2014  
      Recorded on: March 25, 2014  
      Recorded in: Instrument No. 214024213
- I.    Type of Deed: Quicclaim Deed  
      From:       Elizabeth West  
      To:         Elizabeth West, Elizabeth J. Liggett and James Gary West  
      Dated:      June 2, 2016  
      Recorded on: June 2, 2016  
      Recorded in: Instrument No. 216059353

**LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH**

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

**ADDITIONAL INFORMATION**

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

**The following real estate tax information deemed reliable and is provided for informational purposes only.**

Real Estate Tax Type: County  
Taxes are Paid: Semi-Annual  
Due Date(s): February 28th, June 15th  
Tax Authority Name: El Paso Treasurer  
Phone: 719-520-7900

**Additional notes regarding taxes, documents and/or special recordation requirements:**

·Real Property Transfer Declaration form (TD1000) is required for all conveyance documents.

8 8 8 6

Filed for record this 01434907 of 1986 AUG 8 AM 11:28 BOOK 5215 PAGE 517

Ma ARDIS W. SCHMITT El Paso County Clerk & Recorder RECORDER

Warranty Deed

3-

KNOW ALL MEN BY THESE PRESENTS, That Sun-Lar Land & Cattle Co., a Colorado Corporation of the County of El Paso and State of Colorado for the consideration of Ten and no/100 (\$ 10.00) dollars in hand paid hereby sell and convey to Joseph Michael Cahlik and Barbara G. Cahlik whose legal address is (including road or street address if applicable) 6509 Gambel Quail Drive East, Colorado Springs, Co 80919 \*in Joint Tenancy\* of the County of El Paso and State of Colorado the following Real Property situated in the County of El Paso and State of Colorado, to wit:

Doc Fee \$4.00

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 IN TOWNSHIP 12 SOUTH, RANGE 62 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 15. THENCE SOUTH 88 DEGREES 08 MINUTES WEST 433 FEET TO A CONCRETE MONUMENT, THENCE NORTH 0 DEGREES 13 MINUTES WEST 660 FEET TO A CONCRETE MONUMENT, THENCE NORTH 88 DEGREES 08 MINUTES EAST 433 FEET, THENCE SOUTH 0 DEGREES 13 MINUTES EAST 660 FEET TO THE POINT OF BEGINNING; AND TOGETHER WITH THE SOUTHERLY 70 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION. GRANTOR HEREIN RESERVES AN EASEMENT OF 30 FEET ON THE ENTIRE PERIMETER OF THE ABOVE DESCRIBED PROPERTY FOR PURPOSES OF CONSTRUCTING AND MAINTAINING UTILITIES AND ROADS.

with all its appurtenances and warrant(s) the title to the same, subject to easements, restrictions, and covenants of record, if any, and the general taxes for 1986 and subsequent years.

Signed and delivered this 22nd day of July 19 86

Sun-Lar Land & Cattle Co. President



STATE DOCUMENTARY AUG 06 1986 FEE \$ 4.00



Colorado El Paso ss The foregoing instrument was acknowledged before me this 22nd day of July 19 86 by L. D. Sunken, President of Sun-Lar Land & Cattle Co. a Colorado Corporation

STATE OF Colorado ss The foregoing instrument was acknowledged before me County of El Paso this 22nd day of July 19 86 by L. D. Sunken, President and Secretary of Sun-Lar Land & Cattle Co. a corporation.

Witness my hand and official seal. My commission expires 3/1/90

NOTARY PUBLIC \* IF JOINT TENANCY IS NOT DESIRED, STRIKE PHRASE BETWEEN ASTERISKS

Know all Men by these Presents, That, whereas, the following described property, viz

SE4SE4 EX THAT PART DES AS FOLS, BEG AT SE COR OF SEC 15, TH S 88°08'  
W 433.0 FT, N 0°13' E 660.0 FT, N 88°08' E 433.0 FT, s 0°13' E 660.0  
FT TO POB, TOG WITH SLY 70.0 FT OF NE4SE4, ALL IN SEC 15-12-62

EL PASO COUNTY SCHEDULE NUMBER: 22000-00-245  
BOOK 96 CERTIFICATE 94

situated in the County of EL PASO and State of Colorado, was subject to taxation for the year (or years) A. D. 1988;

And, Whereas, The taxes assessed upon said property for the year (or years) aforesaid remained due and unpaid at the date of the sale hereinafter named:

And, Whereas, The Treasurer of the said County did, on the 23rd day of October, A. D. 1989, by virtue of the authority vested in him by law, at the sale begun and publicly held on the 23rd day of October, A. D. 19 89, expose to public sale at the office of the Treasurer in the County aforesaid, in substantial conformity with the requirements of the statute in such case made and provided, the tax lien on real property above described for the payment of the taxes, delinquent interest, and costs then due and remaining unpaid on said property;

\*And, Whereas, At the time and place aforesaid, Robert V. Frank whose street address is 1443 AL AVE, City or Town of Granley, County of Weld and State of Colorado 80634 bid on the tax lien on all of the above described property the sum of Three Hundred Twenty Six DOLLARS and Ninety Six CENTS, being the whole amount of taxes, delinquent interest, and costs then due and remaining unpaid upon said property for said year, and the said Robert V. Frank

having offered in his said bid to pay the sum of NONE DOLLARS and NONE CENTS in excess of said Taxes, delinquent interest, and costs, and the said bid being the largest amount which any person offered to pay in excess of the said taxes, delinquent interest, and costs so due upon said property for said year, and payment of the said sum having been made by him to the said Treasurer, the said tax lien on such property was stricken off to him at that price;

\*And, Whereas, the said Robert V. Frank whose street address is \_\_\_\_\_, City or Town of \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_, did, on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_, duly assign the certificate of the sale of the tax lien on the property as aforesaid, and all his rights, title, and interest in said property, to \_\_\_\_\_ whose street address is \_\_\_\_\_, City or Town of \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_;

\*And, Whereas, At the sale so held as aforesaid by the Treasurer, no bids were offered or made by any person or persons for the tax lien on said property, and no person or persons having offered to pay the said taxes, delinquent interest and costs upon the said property for said year, and the Treasurer having become satisfied that no sale of the tax lien on said property could be had, therefore the said tax lien on said property was, by the then Treasurer of the said County, stricken off to the said County, and a certificate of sale was duly issued therefor to the said County in accordance with the statute in such case made and provided;

\*And, Whereas, The said \_\_\_\_\_ County, acting by and through its Treasurer, and in conformity with the order of the Board of County Commissioners of the said County, duly entered of record on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_ (the said day being one of the days of a regular session of the Board of County Commissioners of the said County), did duly assign the certificate of sale of the tax lien on said property, so issued as aforesaid to said County, and all its rights, title, and interest in said property held by virtue of said sale to \_\_\_\_\_ whose street address is \_\_\_\_\_, City or Town of \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_ for the sum of \_\_\_\_\_ DOLLARS and \_\_\_\_\_ CENTS

\*And, Whereas, The said \_\_\_\_\_ whose street address is \_\_\_\_\_, City or Town of \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_, did on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_, duly assign the certificate of the sale of

the tax lien on the property as aforesaid, and all his rights, title, and interest in said property, to  
whose street address is \_\_\_\_\_, City or Town of \_\_\_\_\_  
of the County of \_\_\_\_\_ and State of \_\_\_\_\_

\*And, Whereas, The said Robert V. Frank  
whose street address is 1443 41 Ave. City or Town of Greeley  
County of Weld and State of Colorado, 80634  
has paid subsequent taxes on said property to the amount of One Thousand Four Hundred Eighty Four DOLLARS  
and Forty Three CENTS.

And, Whereas, More than three years have elapsed since the date of the said sale, and the said property has not  
been redeemed therefrom as provided by law;

And, Whereas, The said property was valued for assessment for said year \_\_\_\_\_ at the amount of 5280;  
And, Whereas, All the provisions of the statutes prescribing prerequisites to obtaining tax deeds have been fully  
complied with, and are now of record, and filed in the office of the Treasurer of said County;

Now, Therefore, I, Sharon Shipley, Treasurer of the County aforesaid, for and in  
consideration of the sum to the Treasurer paid as aforesaid, and by virtue of the statute in such case made and pro-  
vided, have granted, bargained, and sold, and by these presents do grant, bargain, and sell the above and foregoing  
described real estate unto the said Robert V. Frank  
whose street address is 1443 41 Ave. City or Town of Greeley  
County of Weld and State of Colorado, 80634

His heirs and assigns, forever, subject to all the rights of redemption by minors,  
or incompetent persons, as provided by law.

In Witness Whereof, I, Sharon Shipley  
as aforesaid, by virtue of the authority aforesaid, have hereunto set my hand  
this 13th day of June  
Certified to \_\_\_\_\_ Book No. 96 Tax Sale Record \_\_\_\_\_  
Treasurer of El Paso

\*Strike out in accordance with fact.

STATE OF COLORADO,  
County of El Paso } ss.  
The foregoing instrument was acknowledged before me this 13th day of June  
1996 at \_\_\_\_\_, Sharon Shipley as treasurer of said county.

My commission expires July 6, 1996  
P.M. Montoya  
P.M. Montoya  
27 E. Vermijo  
Colorado Springs, CO 80903

Robert V. Frank  
1443 41 Ave.  
Greeley, CO 80634

EL PASO COUNTY SCHEDULE NUMBER: 22000-00-245

No. _____	
TREASURER'S DEED	
From	Sharon Shipley County Treasurer
To	Robert V. Frank
STATE OF COLORADO,	ss.
County of _____	
I hereby certify that this Deed was filed for record in my office at _____ o'clock _____ M. _____ and is duly recorded in Book _____ Page _____	
By _____	Recorder
_____	Deputy
Fee \$ _____	
Certificate No. _____	Book No. _____
Tax Sale Record _____	

WHEN RECORDED-REMAIN VALID  
EL PASO COUNTY  
TREASURER'S OFFICE  
ATTN: DEEDS

95031648

95 APR -3 PM 2: 51

BOOK PAGE  
6627 370

Filed for record the day of . A D '9 . at o'clock M

ARDIS W. SCHMIDT  
EL PASO COUNTY CLERK & RECORDER

RECORDED DEPUTY *free*

Reception No

Know all Men by these Presents, That whereas, the following described property, viz

SE4SE4, EA THAT PART DES AS FOLS, BEG AT SE COR OF SEC 15, TH S 88° 08' W 433.0 FT, N 0° 13' W 660.0 FT, W 88° 08' E 433.0 FT, S 0° 13' E 660.0 FT TO POB, TOG WITH SLY 70.0 FT OF NE4SE4, ALL IN SEC 15--12-62

EL PASO COUNTY SCHEDULE NUMBER 22000-00-245  
BOOK 96 CERTIFICATE 94

\*\*\*CORRECTION DEED RECORDED TO AMEND ERROR IN THE LEGAL DESCRIPTION ON TREASURER'S DEED RECORDED IN THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER AT BOOK 6468 PAGE 819 ON JUNE 15, 1994\*\*\*\*

situated in the County of EL PASO and State of Colorado, was subject to taxation for the year (or years) A D 19 88

And, Whereas, The taxes assessed upon said property for the year (or years) aforesaid remained due and unpaid at the date of the sale hereinafter named.

And, Whereas, The Treasurer of the said County did on the 23rd day of October A. D. 1989 by virtue of the authority vested in him by law at the sale begun and publicly held on the 23rd day of October A. D. 1989 expose to public sale at the office of the Treasurer in the County aforesaid in substantial conformity with the requirements of the statute in such case made and provided, the tax lien on said property above described for the payment of the taxes, delinquent interest and costs then due and remaining unpaid on said property:

\*And, Whereas, At the time and place aforesaid, Robert V. Frank whose street address is 1443 41st Ave. City or Town of Greeley County of Weld and State of Colorado 80634 bid on the tax lien on all of the above described property the sum of ---Three Hundred Twenty Six--- DOLLARS and ---Ninety Six--- CENTS, being the whole amount of taxes, delinquent interest, and costs then due and remaining unpaid upon said property for said year and the said Robert V. Frank

having offered in his said bid to pay the sum of ---NONE--- DOLLARS and ---NONE--- CENTS in excess of said taxes, delinquent interest, and costs, and the said bid being the largest amount which any person offered to pay in excess of the said taxes, delinquent interest, and costs so due upon said property for said year, and payment of the said sum having been made by him to the said Treasurer, the said tax lien on such property was stricken off to him at that price.

And, Whereas, the said whose street address is City or Town of County of and State of A D 19 duly assign the certificate of the sale of the tax lien to the property as aforesaid, and all his rights, title, and interest in said property, to

whose street address is City or Town of County of and State of \*And, Whereas, At the sale so held as aforesaid by the Treasurer, no bids were offered or made by any person or persons for the tax lien on said property, and no person or persons having offered to pay the said taxes, delinquent interest and costs upon the said property for said year and the Treasurer having become satisfied that no sale of the tax lien on said property could be had, therefore the said tax lien on said property was, by the then Treasurer of the said County, stricken off to the said County, and a certificate of sale was duly issued therefor to the said County in accordance with the statute in such case made and provided.

\*And, Whereas, The said County, acting by and through its Treasurer, and in conformity with the order of the Board of County Commissioners in the said County, duly entered of record on the day of A D 19 (the said day being one of the days of a regular session of the Board of County Commissioners of the said County), did duly assign the certificate of sale of the tax lien on said property, so issued as aforesaid to said County, and all its rights, title, and interest in said property held by virtue of said sale to whose street address is City or Town of County of and State of for the sum of DOLLARS and CENTS

\*And, Whereas, The said whose street address is City or Town of County of and State of A D. 19 duly assign the certificate of the sale of

whose street address is \_\_\_\_\_ and State of \_\_\_\_\_

City or Town of \_\_\_\_\_  
whose street address is \_\_\_\_\_ and State of \_\_\_\_\_  
of the County of \_\_\_\_\_

\*And, Whereas, The said Robert V. Frank  
whose street address is 1443 41st Ave. City or Town of Greeley  
County of Weld and State of Colorado 80634  
has paid subsequent taxes on said property to the amount of One Thousand Four Hundred Eighty Four-DOLLARS  
and Forty Three CENTS.

And, Whereas, More than three years have elapsed since the date of the said sale, and the said property has not  
been redeemed therefrom as provided by law:

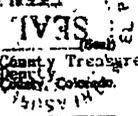
And, Whereas, The said property was valued for assessment for said year at the amount of 5280 ;  
And, Whereas, All the provisions of the statutes prescribing prerequisites to obtaining tax deeds have been fully  
complied with, and are now of record, and filed in the office of the Treasurer of said County:

Now, Therefore, I, Sharon Shipley, Treasurer of the County aforesaid, for and in  
consideration of the sum to the Treasurer paid as aforesaid, and by virtue of the statute in such case made and pro-  
vided, have granted, bargained, and sold, and by these presents do grant, bargain, and sell the above and foregoing  
described real estate unto the said Robert V. Frank  
whose street address is 1443 41st Ave. City or Town of Greeley  
County of Weld and State of Colorado 80634

do hereby heirs and assigns, forever, subject to all the rights of redemption by minors,  
or incompetent persons, as provided by law.

In Witness Whereof, I, By: Ken L. Kile, Chief Deputy  
this 28th day of March A. D. 1995

Sharon Shipley, El Paso County Treasurer  
By: Ken L. Kile, Chief Deputy  
Treasurer of El Paso County, Colorado



\*Strike out in accordance with Act.

STATE OF COLORADO,  
County of El Paso } ss.  
The foregoing instrument was acknowledged before me this 28th day of March  
1995, by Ken L. Kile as Chief Deputy as treasurer of said county.

Witness my hand and official seal.  
My commission expires My Commission Expires 10-27-97  
Nancy Talent  
27 E. Vermijo  
Colorado Springs, CO 80923



Robert V. Frank,  
1443 41st Ave.  
Greeley, CO 80634

EL PASO COUNTY SCHEDULE NUMBER: 22000-00-245

WHEN RECORDED RETURN TO:  
EL PASO COUNTY  
TREASURER'S OFFICE  
ATTN: DEEDS

No.		TREASURER'S DEED	
County Treasurer		From	
to		to	
STATE OF COLORADO,		) ss	
County of		I hereby certify that this Deed was filed for	
record in my office at		clock M.	
recorded in Book		Page	
Recorder		and is duly	
By		Deputy	
Fees \$		Book No	
Certificate No		Tax Sale Record	

DISTRICT COURT, COUNTY OF EL PASO, STATE OF COLORADO



Case No. 98 CV 2454

Division No. DIV. 3

~~FILED IN DISTRICT COURT~~  
~~EL PASO COUNTY, COLORADO~~  
COMPLAINT TO QUIET TITLE PURSUANT TO RULE 105 C.R.C.P.

ROBERT V. FRANK

Plaintiff,

NOV 16 1994

MARCY A. MCNEILL  
Clerk

vs.

JOSEPH MICHAEL CAHLIK, BARBARA G. CAHLIK, ESTHER E. RINARD, Public Trustee for the County of El Paso, State of Colorado, SHARON SHIPLEY, Treasurer of El Paso County, Colorado, SUN-LAR LAND & CATTLE COMPANY, and all unknown persons who may claim any interest in the subject matter of this action,

Defendants.

COMES NOW the Plaintiff above-named, by Darrel W. Kimble, his attorney, for his claim for relief against the above-named Defendants, states and alleges as follows:

1. That the Plaintiff is the owner and in possession of the following described real property situate in the County of El Paso and State of Colorado, to wit:

1. SE4SE4 EX THAT PART DES AS FOLS, BEG AT SE COR OF SEC 15, TH S 88 DEGREES 08 FT E 433.0 FT, N 0 DEGREES 13 FT E 660.0 FT TO POB, TOG WITH SLY 70.0 FT OF NE4SE4, ALL IN SEC 15-12-62, EL PASO COUNTY SCHEDULE NUMBER: 22000-00-245 BOOK 96 CERTIFICATE 94,

and

NW4SW4 EX PART OF 2.0 AC TRACT CONV BY BK 1972-796 TO TOWN OF CALHAN SEC 14-12-62, EL PASO COUNTY SCHEDULE NUMBER: 22000-00-264 BOOK 96 CERTIFICATE 96,

situated in the County of El Paso and State of Colorado.

and that the Plaintiff brings this action to obtain a judicial decree that the Defendants, and each of them, have no right, title, interest, claim or demand in and to the subject property and to obtain a

# 69320  
80.00

decree that all of the Defendants herein be forever barred and restrained from making or asserting any claim or demand in and to the property described above.

2. That the Plaintiff brings this action pursuant to Rule 105 C.R.C.P. to obtain a complete adjudication of the rights of the Plaintiff in and to the subject property. Plaintiff further brings this action pursuant to the terms and provisions of 39-11-133 C.R.S.

3. That the Plaintiff derives her title by a Treasurer's Deed issued by the Defendant Sharon Shipley, as the duly elected and qualified Treasurer of El Paso County, Colorado, which Treasurer's Deed was recorded on June 15, 1994 in Book 6468 at Pages 819,820 & 823,824 of the El Paso County records. That taxes were duly and regularly paid by the certificate holder on such property for more than three years after the date of the issuance of such Tax Sales Certificate, and by reason thereof, the Treasurer's Deed referred to above was duly and properly issued to the Plaintiff.

4. That the Treasurer's Deed so issued by the Defendant Sharon Shipley, as Treasurer of El Paso County, Colorado, is regular and fair on its face and was issued after full compliance with all of the terms and provisions of the statutes of the State of Colorado with respect to the levying and collection of ad valorem taxes against real property as set forth in Title 39, Article 11 of the Colorado Revised Statutes.

5. That the Treasurer's Deed issued herein extinguished all of the right, title and interest of all Defendants herein in and to such property, and a decree of this Court should be entered so finding and determining that all such Defendants have no right, title, interest, claim or demand in and to such property by reason of the issuance of the Treasurer's Deed as alleged herein.

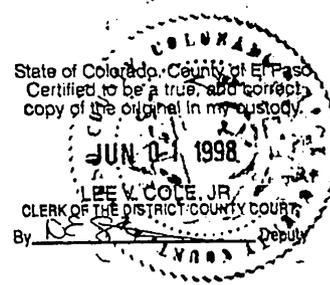
6. That there may be persons interested in the subject matter of this action whose names cannot be inserted herein because such names are unknown to the Plaintiff, although diligent effort has been made to ascertain the names of such persons; such persons have been made Defendants and designated "all unknown persons who may claim any interest in the subject matter of this action"; as far as the Plaintiff's knowledge extends, the interests of the unknown persons are derived through some one or more of the above-named Defendants.

**WHEREFORE**, the Plaintiff prays for a complete adjudication of the rights of all parties to this action with respect to the property, for a decree requiring the Defendants to set forth the nature of their claims, determining that the Defendants and each of them have no interest, estate or claim of any kind whatsoever in the property and adjudging that the Plaintiff is the owner in fee simple and entitled to possession of the property, and for such other relief as to the Court may seem proper.

Respectively submitted this 16<sup>th</sup> day of November, 1994.

By D W Kimble

Darrel W. Kimble #23257  
Attorney for Plaintiff  
1035 5th Street, Suite 5  
Calhan, Colorado 80808  
(719) 347-2840





**This Deed**, Made this 17th day of July in the year of our Lord one thousand nine hundred and Ninety-Eight BETWEEN Robert V. Frank

of the County of Weld and State of Colorado, of the first part, and Robert V. Frank as to an undivided 52% interest and Lois Burbach as to an undivided \* of the County of Weld and State of Colorado, of the second part, Witnesseth, That the said part y of the first part. for and in consideration of the sum of Ten and no/100 DOLLARS, to the said part y of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, ha s remised, released, sold, conveyed and Quit-Claimed, and by these presents do remise, release, sell, convey, and Quit-Claim unto the said parties of the second part, Their heirs and assigns forever, all the right, title, interest, claim and demand which the said part y of the first part ha s in and to the following described property situate, lying and being in the County of El Paso and State of Colorado, to-wit:

The southeast quarter of the southeast quarter of section 15 in Township 12 South, Range 62 West of the 6th p.m., County of El Paso, State of Colorado, except that portion of the southeast quarter of the southeast quarter of section 15, described as follows: Beginning at the southeast corner of said section 15, thence south 88 degrees 08 minutes west 433.0 feet to a concrete monument, thence north 0 degrees 13 minutes west 660.0 feet to a concrete monument, thence north 88 degrees 08 minutes east 433.0 feet, thence south 0 degrees 13 minutes east 660.0 feet to the point of beginning; and together with the southerly 70 feet of the northeast quarter of the southeast quarter of said section.

\*24% interest and Robert Goldsmith as to an undivided 24% interest.

To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said part of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part of the second part heirs and assigns forever. In Witness Whereof, The said part of the first part ha hereunto set hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

*Robert V. Frank* Seal  
Robert V. Frank Seal  
Seal  
Seal

STATE OF COLORADO, } ss. STATUTORY ACKNOWLEDGMENT  
County of EL PASO

The foregoing instrument was acknowledged before me this day of , 19 by\*

MELISSA DAVIS  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 12-22-99

Witness my hand and official seal.  
My commission expires

*Melissa Davis*  
NOTARY PUBLIC

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





J. Patrick Kelly El Paso Cnty 07/24/1998 01:45  
#098103861 Doc \$4.20 Rec \$10.00 Pg 1/ 2

Filed for record the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1998, By \_\_\_\_\_ DEPUTY.  
Reception No. \_\_\_\_\_

**WARRANTY DEED**

THIS DEED, Made on this day of July 17, 1998  
between ROBERT V. FRANK AS TO AN UNDIVIDED 52% INTREST AND LOIS BURBACH AS TO AN UNDIVIDED 24%  
INTEREST AND ROBERT GOLDSMITH AS TO AN UNDIVIDED 24% INTEREST

of the W.D County of El Paso and State of CO, of the Grantor(s), and  
ELIZABETH WEST TRUST

whose legal address is : VACANT LAND  
of the W.D County of EL PASO and State of CO, of the Grantee(s):

420 WITNESS, That the Grantor(s), for and in consideration of the sum of ( \$42,000.00 )  
\*\*\* Forty Two Thousand and 00/100 \*\*\* DOLLARS

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these  
presents does grant, bargain, sell, convey and confirm unto the Grantee(s), his heirs and assigns forever, all the  
real property, together with improvements, if any, situate, lying and being in the W.D County of  
EL PASO and State of Colorado, described as follows:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 IN TOWNSHIP 12 SOUTH, RANGE 62 WEST OF  
THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, EXCEPT THAT PORTION OF THE  
SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, DESCRIBED AS FOLLOWS: BEGINNING AT THE  
SOUTHEAST CORNER OF SAID SECTION 15, THENCE SOUTH 88 DEGREES 08 MINUTES WEST 433 FEET TO A CONCRETE  
MONUMENT, THENCE NORTH 0 DEGREES 13 MINUTES WEST 660 FEET TO A CONCRETE MONUMENT, THENCE NORTH 88  
DEGREES 08 MINUTES EAST 433 FEET, THENCE SOUTH 0 DEGREES 13 MINUTES EAST 660 FEET TO THE POINT OF  
BEGINNING, AND TOGETHER WITH THE SOUTHERLY 70 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST  
QUARTER OF SAID SECTION.

also known as street number VACANT LAND

TOGETHER with all and singular and hereditaments and appurtenances thereto belonging, or in anywise appertaining  
and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right  
title interest, claim and demand whatsoever of the Grantor(s), either in law or equity, of, in and to the above bargained  
premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with appurtenances, unto the Grantee(s),  
his heirs and assigns forever. The Grantor(s), for himself, his heirs and personal representatives, does covenant, grant,  
bargain, and agree to and with the Grantee(s), his heirs and assigns, that at the time of the ensembling and delivery  
of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible  
estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain,  
sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other  
grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever,  
EXCEPT GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 1998 AND SUBSEQUENT YEARS, AND SUBJECT TO EASEMENTS,  
RESERVATIONS, RESTRICTIONS, COVENANTS AND RIGHTS OF WAY OF RECORD, IF ANY;

The Grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable  
possession of the Grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole  
or any part thereof. The singular number shall include the plural, and the plural the singular, and the use of any gender  
shall be applicable to all genders.

IN WITNESS WHEREOF the Grantor(s) has executed this deed on the date set forth above.

Robert V. Frank 7-15-98  
ROBERT V. FRANK

Lois Burbach 7-14-98  
LOIS BURBACH

Robert Goldsmith 7-15-98  
ROBERT GOLDSMITH

STATE OF Colorado South Dakota )  
Minnesota ) ss.  
County of EL PASO )

The foregoing instrument was acknowledged before me on this day of July 17, 1998  
by LOIS BURBACH

My commission expires March 4, 2005  
Witness my hand and official seal.

Pamela J. Petersen  
PAMELA J. PETERSEN  
NOTARY PUBLIC  
SOUTH DAKOTA

5300 W. 41st St  
Sioux Falls SD 57107

Name and Address of Person Creating Newly Created Legal Description ( 38-35106.5, C.R.S.)

Escrow# CSC117061  
Title# SR117061

When Recorded Return to: ELIZABETH WEST TRUST

VACANT LAND

Form No. 932 Rev 4-94. WARRANTY DEED (For Photographic Record)

LAND TITLE  
CSC 117061

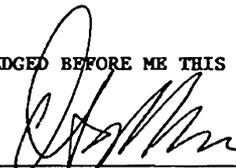
**EXHIBIT A**

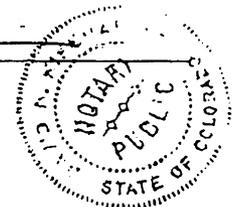
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 IN TOWNSHIP 12 SOUTH, RANGE 62 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE SOUTH 88 DEGREES 08 MINUTES WEST 433 FEET TO A CONCRETE MONUMENT, THENCE NORTH 0 DEGREES 13 MINUTES WEST 660 FEET TO A CONCRETE MONUMENT, THENCE NORTH 88 DEGREES 08 MINUTES EAST 433 FEET, THENCE SOUTH 0 DEGREES 13 MINUTES EAST 660 FEET TO THE POINT OF BEGINNING; AND TOGETHER WITH THE SOUTHERLY 70 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION.

STATE OF COLORADO  
COUNTY OF WELD

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15TH DAY OF JULY 1998, BY ROBERT V. FRANK AND ROBERT GOLDSMITH.

WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES 3-21-2001

  
NOTARY PUBLIC



RECORDATION REQUESTED BY:  
FARMERS STATE BANK OF CALHAN  
PO BOX 9  
CALHAN, CO 808080000

WHEN RECORDED MAIL TO:  
FARMERS STATE BANK OF CALHAN  
PO BOX 9  
CALHAN, CO 808080000

SEND TAX NOTICES TO:  
ELIZABETH WEST  
911 YUMA  
COLORADO SPRINGS, CO

J. Patrick Kelly El Paso County  
01/12/1999 01:57 099005417  
Doc \$0.00 Page  
Rec \$30.00 1 of 6 

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## DEED OF TRUST

THIS DEED OF TRUST IS DATED JANUARY 8, 1999, among ELIZABETH WEST, not personally but as Trustee on behalf of ELIZABETH WEST TRUST under the provisions of a Trust Agreement, whose address is 911 YUMA, COLORADO SPRINGS, CO (referred to below as "Grantor"); FARMERS STATE BANK OF CALHAN, whose address is PO BOX 9, CALHAN, CO 808080000 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of EL PASO County, Colorado (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in EL PASO County, State of Colorado (the "Real Property"):

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 IN TOWNSHIP 12 SOUTH, RANGE 62 WEST OF THE 6TH P.M., COUNTY OF EL PASO, STATE OF COLORADO, EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE SOUTH 88 DEGREES 08 MINUTES WEST 433 FEET TO A CONCRETE MONUMENT, THENCE NORTH 0 DEGREES 13 MINUTES WEST 660 FEET TO A CONCRETE MONUMENT, THENCE NORTH 88 DEGREES 08 MINUTES EAST 433 FEET, THENCE SOUTH 0 DEGREES 13 MINUTES EAST 660 FEET TO THE POINT OF BEGINNING; AND TOGETHER WITH THE SOUTHERLY 70 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION.

The Real Property or its address is commonly known as 11710 HAHN ROAD, CALHAN, CO 80808.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

**DEFINITIONS.** The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Beneficiary.** The word "Beneficiary" means FARMERS STATE BANK OF CALHAN, its successors and assigns. FARMERS STATE BANK OF CALHAN also is referred to as "Lender" in this Deed of Trust.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Grantor.** The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation ELIZABETH WEST, Trustee for ELIZABETH WEST TRUST.

**Guarantor.** The word "Guarantor" means and includes without limitation any and all guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means FARMERS STATE BANK OF CALHAN, its successors and assigns.

**Note.** The word "Note" means the Note dated January 8, 1999, in the principal amount of \$25,000.00 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The maturity date of this Deed of Trust is January 8, 2019. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

SRT 122988

J. Patrick Kelly El Paso County 099005417  
01/12/1999 01:57  
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Rec \$30.00 2 of 6

01-08-1999  
Loan No 0129337060

**DEED OF TRUST**  
(Continued)

Page 2

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means the Public Trustee of EL PASO County, Colorado.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the properties. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Colorado law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Deed of Trust.

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right To Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$2,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$2,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

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**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** Trustee may, upon production of the Note duly cancelled, release this Deed of Trust, and such release shall constitute a release of the lien for all such additional sums and expenditures made pursuant to this Deed of Trust. Lender agrees to cooperate with Grantor in obtaining such release and releasing the other collateral securing the indebtedness. Any release fees required by law shall be paid by Grantor, if permitted by applicable law.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust:

**Default on Indebtedness.** Failure of Grantor to make any payment when due on the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Compliance Default.** Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Deed of Trust, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of the Trust, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Insecurity.** Lender in good faith has reasonable cause to believe it is insecure or that its collateral is impaired.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Foreclosure.** Lender shall have the right to cause all or any part of the Real Property, and Personal Property, if Lender decides to proceed against it as if it were real property, to be sold by the Trustee according to the laws of the State of Colorado as respects foreclosures against real property. The Trustee shall give notice in accordance with the laws of Colorado. The Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees, attorneys' fees, and the cost 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 to the excess.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

**Sale of the Property.** In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all, or any portion of, the Indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing expenditures secured by this Deed of Trust shall be presented to the person conducting the sale in order that the amount of Indebtedness so used or applied may be credited thereon as having been paid.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Deed of Trust, the Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust after failure of Grantor to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

**Attorneys' Fees; Expenses.** If Lender forecloses or institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust.

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Any notice under this Deed of Trust shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. For notice purposes, Grantor agrees to keep Lender and Trustee informed at all times of Grantor's current address.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law.** This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Colorado. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Colorado.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust 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.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time Is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Deed of Trust (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all Indebtedness secured by this Deed of Trust.

**GRANTOR'S LIABILITY.** This Deed of Trust is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing in this Deed of Trust or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other Indebtedness under this Deed of Trust, or to perform any covenant either express or implied contained in this Deed of Trust, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Deed of Trust, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness shall look solely to the Property and to other assets of the Trust or to any collateral for this loan for the payment of the Note and Indebtedness, by the enforcement of the lien created by this Deed of Trust in the manner provided in the Note and herein or by action to enforce the personal liability of any guarantor, co-borrower, cosigner, or any other obligor.

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS. GRANTOR IS EXECUTING THIS DEED OF TRUST, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS ELIZABETH WEST TRUST AND DATED \_\_\_\_\_.

GRANTOR:

By: Elizabeth West Trustee x Elizabeth West  
ELIZABETH WEST, TRUSTEE ELIZABETH WEST, INDIVIDUALLY

INDIVIDUAL ACKNOWLEDGMENT

STATE OF KELSO )  
COUNTY OF TARKE (Prio) ) 88

On this day before me, the undersigned Notary Public, personally appeared ELIZABETH WEST, TRUSTEE; and ELIZABETH WEST, INDIVIDUALLY, to me known to be the individuals described in and who executed the Deed of Trust, and acknowledged that they signed the Deed of Trust as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 8<sup>th</sup> day of Jan, 19 99.  
By John Keller Residing at Gallegos 680808  
Notary Public in and for the State of Calo My commission expires 7-28-99

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.28a (c) 1999 CF ProServices, Inc. All rights reserved. (CO-G01 F3.28 WEST.LNR15.OVL)

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EXHIBIT "A"

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 IN TOWNSHIP 12 SOUTH, RANGE 62 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE SOUTH 88 DEGREES 08 MINUTES WEST 433 FEET TO A CONCRETE MONUMENT, THENCE NORTH 0 DEGREES 13 MINUTES WEST 660 FEET TO A CONCRETE MONUMENT, THENCE NORTH 88 DEGREES 08 MINUTES EAST 433 FEET, THENCE SOUTH 0 DEGREES 13 MINUTES EAST 660 FEET TO THE POINT OF BEGINNING; AND TOGETHER WITH THE SOUTHERLY 70 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION.



QUITCLAIM DEED

THIS DEED is dated 4-28-2010 and is made  
between El Rancho Isabel

(whether one, or more than one), the "Grantor," of the \*  
County of EL PASO and State of Colorado  
and Elizabeth West

(whether one, or more than one), the "Grantee," whose legal address is 11710 NAHN

of the County of EL PASO and State of COLORADO

WITNESS, that the Grantor, for and in consideration of the sum of 0 DOLLARS, (\$ \_\_\_\_\_),  
the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the  
Grantee and the Grantee's heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in  
and to the real property, together with any improvements thereon, located in the County of  
EL PASO and State of Colorado, described as follows:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 IN TOWNSHIP 12  
SOUTH, RANGE 62 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF  
COLORADO, EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER  
OF SECTION 15, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID  
SECTION 15, THENCE SOUTH 88 DEGREES 08 MINUTES WEST 433 FEET TO A CONCRETE  
MONUMENT, THENCE NORTH 0 DEGREES 13 MINUTES WEST 660 FEET TO A CONCRETE  
MONUMENT, THENCE NORTH 88 DEGREES 08 MINUTES EAST 433 FEET, THENCE SOUTH 0  
DEGREES 13 MINUTES EAST 660 FEET TO THE POINT OF BEGINNING; AND TOGETHER WITH  
THE SOUTHERLY 70 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID  
SECTION.

also known by street address as: 11710 NAHN RD  
and assessor's schedule or parcel number: 22000-00-245

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging,  
or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law  
or equity, to the only proper use, benefit and behoof of the Grantee, and the Grantee's heirs and assigns, forever.  
IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Elizabeth West  
As agent El Rancho Isabel

STATE OF COLORADO }  
County of El Paso } ss.

The foregoing instrument was acknowledged before me this 28 day of April, 2010  
by Elizabeth West as Agent for El Rancho Isabel

Witness my hand and official seal.  
My commission expires: MY COMMISSION EXPIRES 07/08/2013  
\*Insert "City and" where applicable. [Signature] Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

*Beneficiary Deed*

ELIZABETH WEST, as Grantor, designates ELIZABETH J. LIGGITT, as Grantee-Beneficiary, whose mailing addresses is: 11710 Hahn Road, Calhan, CO 80808. (Note to Assessor and Treasurer: The Grantee-Beneficiary's address is for identification purposes only. All notices and tax statements should continue to be sent to the Grantor.)

Grantor transfers, sells, and conveys on Grantor's death to the Grantee-Beneficiary, the following described real property in the County of El Paso, State of Colorado, to wit:

The Southeast Quarter of the Southeast Quarter of Section 15 in Township 12 South, Range 62 West of the 6<sup>th</sup> Principal Meridian, County of El Paso, State of Colorado, except that portion of the Southeast Quarter of the Southeast Quarter of Section 15, described as follows: Beginning at the Southeast corner of said Section 15, thence South 88 degrees 08 minutes West 433 feet to a concrete monument, thence North 0 degrees 13 minutes West 660 feet to a concrete monument, thence North 88 degrees 08 minutes East 433 feet, thence South 0 degrees 13 minutes East 660 feet to the point of beginning, and together with the Southerly 70 feet of the Northeast Quarter of the Southeast Quarter of said section.

Also known and numbered as: 11710 Hahn Road, Calhan, CO 80808  
with all its appurtenances.

THIS BENEFICIARY DEED IS REVOCABLE. IT DOES NOT TRANSFER ANY OWNERSHIP UNTIL THE DEATH OF THE GRANTOR. IT REVOKES ALL PRIOR BENEFICIARY DEEDS BY THIS GRANTOR FOR THIS REAL PROPERTY EVEN IF THIS BENEFICIARY DEED FAILS TO CONVEY ALL OF THE GRANTOR'S INTEREST IN THIS REAL PROPERTY.

WARNING: EXECUTION OF THIS BENEFICIARY DEED MAY DISQUALIFY THE GRANTOR FROM BEING DETERMINED ELIGIBLE FOR, OR FROM RECEIVING MEDICAID UNDER TITLE 26 OF THE COLORADO REVISED STATUTES.

WARNING: EXECUTION OF THIS BENEFICIARY DEED MAY NOT AVOID PROBATE.

*Executed this 24 day of March, 2014.*

*Elizabeth West*  
ELIZABETH WEST, Grantor  
911 Yuma Street  
Colorado Springs, CO 80909

STATE OF COLORADO )  
COUNTY OF EL PASO ) ss:

*Mando* The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March, 2014, by ELIZABETH WEST.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: January 7, 2015

*Diane C. Hornyak*  
Diane C. Hornyak, Notary Public  
Notary ID No. 19994000406  
665 Southpointe Court, Suite 100  
Colorado Springs, CO 80906



NO DOCUMENTARY FEE

