

stewart title®

**P.O. Box 281145
Lakewood, CO 80228**

Effective May 1, 2010, the Colorado Division of Insurance Regulation 3-5-1 requires that title insurance companies charge for Ownership & Encumbrance Reports (O&E Reports).

Customer:	
Attn To:	Bradley Richardson
Phone:	
Client Reference No.:	
Order No:	7327120
Invoice Date:	12/21/2017
Property Address:	6415 Prospero Rd Peyton, CO 80831
Owner:	Bradley W. Richardson and Sandra M. McDowell-Richardson

Item Code	Description	Amount
4310	O&E Report	\$5.00
	Total:	\$5.00

Make your check payable to **Stewart Title** and mail to:

**Stewart Title Company
Attn: O&E Department
P.O. Box 281145
Lakewood, CO 80228**



O&E REPORT

* In order to be in compliance with Colorado Department of Insurance Regulation 3-5-1, Stewart Title will begin invoicing for all **O&E Reports** on **May 1, 2010**. If you have any questions, please contact Customer Service at dcsc@stewart.com.

Attn: Bradley Richardson

Company:

Phone:

Fax:

Order Number: 7327120

Date Ordered: 12-21-2017

Property Information

Owner: Bradley W. Richardson and Sandra M. McDowell-Richardson

Address: 6415 Prospero Rd Peyton, CO 80831

County: El Paso

Parcel Number: 4313001028

Legal Description

See Vesting

Effective Date: December 18, 2017

Ownership

Doc Type	Grantor	Grantee	Date	Reference #
Warranty Deed	Sandra Monika McDowell	Bradley W. Richardson and Sandra M. McDowell-Richardson	10-29-2014	99327-2014
Warranty Deed	Fannie Mae A/K/A Federal National Mortgage Association	Sandra Monika McDowell	4-12-2010	33631-2010

Deed of Trust/Mortgages

Item	Payable to	Amount	Date	Reference #
Deed of Trust	Integrity First Financial Inc & Mortgage Electronic Registration Systems	\$246,272.00	4-1-2016	32993-2016

Other Documents Requested

Item	Party's Name	Amount	Date	Reference #
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Prepared By: Mary Morgan

Phone: 303.780.4053

Date: 12/21/2017

The liability of Stewart Title of Colorado, Inc. for any errors or omissions in the information provided is limited to the amount paid for this report. Maximum liability is further limited to our customer. There is no expressed or implied warranties that this report is reliable for title information and, therefore should be verified by a Commitment for Title Insurance.

No representation is made to the completeness, validity, or the legal sufficiency of such documents, nor have any of such documents been examined to determine whether or not there are any Exceptions, Reservations, Encumbrances or other matters which might be detrimental to Title.

No search has been made for any prior Restrictions, Covenants, Easements, Rights of Way, if any, recorded prior to the commencement of this search.

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Property Tax Details

Property Taxes for 2016 Due 2017

[Display Tax Statement](#)

This information reflects current year status of tax liability, assessments due, fees, interest, and current payments received. This information is not to be used in place of a certificate of taxes due.

Parcel Information	Property Valuation
Schedule Number: 4313001028	Total Assessed Land: \$3,980
	Total Assessed Improvements: <u>\$9,520</u>
	Total Assessed: \$13,500
	Assessment questions? Click here
Owner Information	Value
Name: RICHARDSON BRADLEY W MCDOWELL-RICHARDSON SANDRA	Total Market Value: \$169,585
Mailing Address: 6415 PROSPERO RD PEYTON CO 80831-8062	
Property Information	Taxes Billed
Property Address: 6415 PROSPERO RD	Base Tax Amount: \$890.57
Property Type: Real	Special Assessment Amount: \$0.00
	Improvement District Amount: <u>\$0.00</u>
	Total Current Year Taxes: \$890.57
	Total Current Year Taxes do not reflect outstanding tax liens and delinquencies, if any. See Alerts.
Legal Description	
LOT 13 AMENDED SAGECREEK SOUTH FIL NO 3	
Alerts	
N/A	

Current Year Payments Due as of 12/21/2017

Option 1:

Payment Type	Due Date	Taxes & Fees Due	Interest Due	Total Amount	
First Half:	February 28				Pay
Second Half:	June 15				Pay

OR

Option 2:

Payment Type	Due Date	Taxes & Fees Due	Interest Due	Total Amount	
Full Amount:	May 01				Pay

Current Year Payments Received

Date	Amount
06/08/2017	\$445.28

02/21/2017	\$445.29
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Prior Year(s) Transaction History

Date	Amount
06/09/2016	\$445.70
02/24/2016	\$445.71
06/08/2015	\$413.10
02/24/2015	\$413.11
05/06/2014	\$411.54
02/07/2014	\$411.54
05/22/2013	\$410.69
02/08/2013	\$410.70

Note: Prior years transaction history data is for a maximum of 4 years. (Starting from year 2012)

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Please Note: This web page is best viewed in Compatability View.

Disclaimer: We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Treasurer's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please contact the Treasurer's office.

For any questions, please contact the Treasurer's Office at: (719) 520-7900 or email to: trsweb@elpasoco.com



214099327

WARRANTY DEED

THIS DEED is dated the 17th day of October, 2014, and is made between

Monika
Sandra ~~Monika~~ McDowell
(whether one, or more than one), the "Grantor" of the County of El Paso and State of Colorado and

Bradley W. Richardson and Sandra M. McDowell-Richardson

the "Grantees", whose legal address is 6415 Prospero Road, Peyton, CO 80831 of the County of El Paso and State of Colorado

WITNESS, that the Grantor, for and in consideration of the sum of (\$10.00) Ten Dollars and No Cents, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantees and the Grantees' heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property together with any improvements thereon, located in the County of El Paso and State of Colorado described as follows:

Lot 13,
Amended Sagecreek South Filing No. 3,
County of El Paso, State of Colorado.

also known by street and number as: 6415 Prospero Road, Peyton, CO 80831

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantees, and the Grantees' heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantees, and the Grantees' heirs and assigns: that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and 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 and subject to:

And the Grantor shall and will WARRANT AND FOREVER DEFEND the above described premises, *but not any adjoining vacated street or alley*, if any, in the quiet and peaceable possession of the Grantees, and the heirs and assigns of the Grantees, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Sandra Monika McDowell NKA Sandra M. McDowell-Richardson
Sandra ~~Monika~~ McDowell NKA Sandra M. McDowell-Richardson
Monika

State of Colorado
County of El Paso

The foregoing instrument was acknowledged before me this 17th day of October, 2014 by Sandra ~~Monika~~ McDowell *Monika* NKA Sandra M. McDowell-Richardson.

Witness my hand and official seal.

Danielle A. Skeele
Notary Public: Danielle A. Skeele
My commission expires: December 11, 2016



SPECIAL WARRANTY DEED

Fannie Mae A/K/A Federal National Mortgage Association organized and existing under the laws of the United States of America, having an address at 13455 Noel Road, Suite 600, Dallas Texas 75240, ("Grantor"), for and in consideration of the sum of **One Hundred Forty Three Thousand Eight Hundred Fifty And No/100 Dollars (\$143,850.00)**, and other good and valuable consideration in hand paid to Grantor herein by **Sandra Monika McDowell, in severalty**, having an address of **6415 Prospero Road, Peyton, CO 80831**, ("Grantee(s)") receipt of which is hereby acknowledged and confessed; has **GRANTED, SOLD AND CONVEYED**, and by these presents does **GRANT, SELL AND CONVEY** unto Grantee(s) all of the following real property ("Property"), described as follows:

**Lot 13,
Amended Sagecreek South, Filing No. 3,
County of El Paso,
State of Colorado**

which has a street address of: **6415 Prospero Road, Peyton, CO 80831.**

THIS CONVEYANCE IS MADE BY THE GRANTOR SUBJECT TO THE FOLLOWING EXCEPTIONS:

- a. Discrepancies, conflict in boundary lines shortage in area and encroachments which would be disclosed through a correct and proper survey or physical inspection of the Property.
- b. Any and all covenants, conditions, easements, reservations, rights of way and restrictions affecting the Property as evidenced by instruments filed in the public records of the county wherein the Property is located.
- c. Any water rights, claims or title to water, in, on or under the land, or ditches or ditch rights, water share, water stock, whether shown by public record or otherwise.
- d. Any interest in oil, coal and other minerals or mineral rights, whether express or implied, associated with, or incidental to the ownership of the Property, or the exercise of rights under any oil, gas, coal or mineral reservation, grant or lease and all rights, privileges and easements with respect thereto, or assignments thereof, or interest therein, and;
- e. Real Property Taxes, general assessments and special assessments on the Property being conveyed hereby, becoming due and payable after the date of this Deed.

GRANTEE(S) by acceptance of the Deed acknowledge(s) that Grantor acquired title to the Property through foreclosure, deed in lieu of foreclosure or other means of enforcement of a lien in favor of the Grantor and/or assigns. Grantor while in title, has not been in actual physical possession of the Property, and therefore, the Property is being sold to Grantee(s), and Grantee(s), by acceptance of this Deed accepts the Property "AS IS", "WHERE IS", without any recourse to Grantor, and with no representations or warranties of any kind or nature being made by Grantor as to the condition, fitness or status of the Property, except as to the special warranties of title as specifically set forth herein.

TO HAVE AND TO HOLD the herein described Property, together with all in singular the rights appurtenances thereto belonging unto the said Grantee(s), Grantee(s)' heirs, legal representatives, successors and assigns forever. Grantor does hereby bind itself and its successors and assigns to WARRANTY AND FOREVER DEFEND the Property described herein, unto the said Grantee(s) and Grantee(s)' heirs, legal representatives, successors and assigns against every person whomsoever lawfully claiming the same or any part thereof, by, through or under Grantor, but not otherwise.

EFFECTIVE AS OF THIS 25 DAY OF March, 2010

GRANTOR:

Fannie Mae A/K/A Federal National Mortgage Association organized and existing under the laws of the United States of America, By Castle Meinhold & Stawiarski, LLC, as Attorney-in-Fact

By

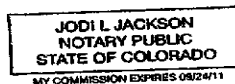
Caren Jacobs Castle
By: Managing Attorney, Caren
Jacobs Castle, Esq.
Attorney Reg. No: 11790

STATE OF COLORADO

CITY AND COUNTY OF DENVER

The foregoing Special Warranty Deed was acknowledged before me this 25 day of March, 2010 by Caren Jacobs Castle Esq. as Managing Attorney for Castle Meinhold & Stawiarski, LLC, as Attorney-in-Fact for **Fannie Mae A/K/A Federal National Mortgage Association organized and existing under the laws of the United States of America.**

Witness my hand and official seal.



My Commission expires: 9/24/11

Jodi L. Jackson
Notary Public
[SEAL]

Chuck Broerman
04/01/2016 11:50:31 AM
Doc \$0.00 11
Rec \$61.00 Pages

El Paso County, CO



216032993

When recorded, return to:
FBC Mortgage, LLC
Attn: Final Document Department
1230 Commerce Park Drive, Suite 116
Longwood, FL 32779

Title Order No.: 610292
Escrow No.: 610292
LOAN #: 7800162138

[Space Above This Line For Recording Data]

DEED OF TRUST

CASE #: 39-39-6-1101193

MIN 1004591-0000465369-9

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **March 25, 2016**, together with all Riders to this document.

(B) "Borrower" is **BRADLEY W RICHARDSON AND SANDRA M MCDOWELL-RICHARDSON**.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Integrity First Financial, Inc..**

Lender is **a Corporation,**
Colorado.
211, Falcon, CO 80831.

organized and existing under the laws of
Lender's address is **7495 McLaughlin Road, Suite**

(D) "Trustee" is the Public Trustee of **El Paso**

County, Colorado.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **March 25, 2016**. The Note states that Borrower owes Lender **TWO HUNDRED FORTY SIX THOUSAND TWO HUNDRED SEVENTY TWO AND NO/100** ***** Dollars (U.S. **\$246,272.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **April 1, 2046**.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
☐ Balloon Rider
☐ 1-4 Family Rider
☒ V.A. Rider

- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Biweekly Payment Rider

- ☐ Second Home Rider
☐ Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.



LOAN #: 7800162138

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County** [Type of Recording Jurisdiction] Of

El Paso

[Name of Recording Jurisdiction]:

Lot 13, Amended Sagecreek South Filing No. 3, County of El Paso, State of Colorado.

APN #: 43130-01-028

which currently has the address of **6415 PROSPERO RD, Peyton,**

[Street] [City]

Colorado **80831**

("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the



Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined



under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.



6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and



conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security



Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may



reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property



LOAN #: 7800162138

is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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

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

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

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

Bradley W Richardson 03/25/2016 (Seal)
BRADLEY W RICHARDSON DATE

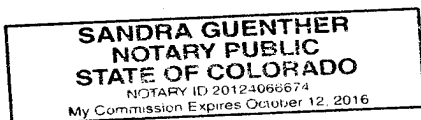
Sandra M McDowell-Richardson 3/25/16 (Seal)
SANDRA M MCDOWELL-RICHARDSON DATE

STATE OF COLORADO
County ss: EL PASO

The foregoing instrument was acknowledged before me this 25th day of MARCH, 2016, by BRADLEY W RICHARDSON AND SANDRA M MCDOWELL-RICHARDSON.

Witness my hand and official seal.

My Commission Expires: 10/12/16



Sandra Guenther
Notary Public

Lender: Integrity First Financial, Inc.
NMLS ID: 394990
Loan Originator: Troy Richard Reichert
NMLS ID: 1087905



LOAN #: 7800162138
CASE #: 39-39-6-1101193
MIN: 1004591-0000465369-9

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this **25th** day of **March, 2016**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to **Integrity First Financial, Inc., a Corporation**

(herein "Lender")
and covering the Property described in the Security Instrument and located at
6415 PROSPERO RD
Peyton, CO 80831

VAGUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

LATE CHARGE: At Lender's option, and as allowed by applicable state law, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans




LOAN #: 7800162138

Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.


BRADLEY W RICHARDSON 03/25/2016 (Seal)
DATE


SANDRA M MCDOWELL-RICHARDSON 3/25/16 (Seal)
DATE



Recorded at
Reception No.

094169312

RECORDED
INDEXED

Recorder.

ARDIS W. SCHMITT

BOOK PAGE
6577 365

WARRANTY DEED

THIS DEED, Made this 12TH day of DECEMBER, 1994 between
ALICE MC LEOD
of the County of EL PASO and State of COLORADO, grantor, and

JERRY A. WATERS

whose legal address is 6380 MURR ROAD,
COLORADO SPRINGS, PEYTON 80831
of the County of EL PASO and State of PEYTON, grantees:

STATE DOCUMENTARY

DEC 15 1994

FEE 10.17

WITNESS, that the grantor, for and in consideration of the sum of ONE HUNDRED ONE THOUSAND SEVEN HUNDRED AND 00/100ths DOLLARS, (\$101,700.00), 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 grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the County of EL PASO, and State of Colorado, described as follows:

LOT 12 IN AMENDED SAGECREEK SOUTH, FILING NO. 3, COUNTY OF EL PASO, STATE OF COLORADO. 43130-01-021

also known by street and number as 6380 MURR ROAD, COLORADO SPRINGS, PEYTON 80831

TOGETHER with all and singular the hereditaments and appurtenances thereunto 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, 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 the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the executing 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 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 of nature soever, except for taxes for the current year, a lien but not yet due or payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any, EXCEPT DEED OF TRUST FOR THE BENEFIT OF GREYSTONE FINANCIAL NETWORK, INC. A WYOMING CORPORATION RECORDED NOVEMBER 22, 1993 IN BOOK 6314 AT PAGE 1472. ASSIGNMENT OF ABOVE DEED OF TRUST TO DIRECTORS MORTGAGE LOAN CORPORATION RECORDED NOVEMBER 23, 1993 IN BOOK 6314 AT PAGE 1477. given to secure a promissory note, the balance of which the grantee(s) hereby agree(s) to assume and pay.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their 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, the plural the singular, and the use of any gender shall be applicable to all genders. IN WITNESS WHEREOF the grantor has executed this deed on the date set forth above.

ALICE MC LEOD

STATE OF COLORADO
COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 12TH day of DECEMBER, 1994 by ALICE MC LEOD

My commission expires: 02-28-96

Witness my hand and official seal

After recording please return to:
Ent Federal Credit Union

7250 Campus Drive
Colorado Springs, CO 80920-6517

[Space Above This Line For Recording Data]

FHA Case No.
052-7365572-703

Loan Origination Company NMLS Identifier: 405466

Loan Originator NMLS Unique Identifier: 459324

Loan No.: 40468

COLORADO DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on **August 12, 2013**, among the grantor, **Jerry A Waters, In Severalty** whose address is **6380 Murr Road, Peyton, CO 80831** ("Borrower"), the Public Trustee of **El Paso County** ("Trustee"), and the beneficiary, **Ent Federal Credit Union** which is organized and existing under the laws of the **United States of America**, and whose address is **7250 Campus Drive, Colorado Springs, CO 80920-6517** ("Lender"). Borrower owes Lender the principal sum of **One Hundred Seventy Nine Thousand Eight Hundred Ninety Four and 00/100ths Dollars (U.S. \$179,894.00)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **September 1, 2043**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **El Paso County, Colorado**:

LOT 12, AMENDED SAGECREEK SOUTH, FILING NO. 3, COUNTY OF EL PASO, STATE OF COLORADO.

which currently has the address of **6380 Murr Road**

Peyton, Colorado **80831**
[City] [Zip Code]

("Property Address"):



2625912

[Signature]

[Signature]

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

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

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

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

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).



A handwritten signature, likely of a legal representative, is written in dark ink over the bottom left portion of the page, partially overlapping the footer text.

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order of Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower

shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear expected. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with



the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender shall be immediately due and payable.

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

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or



(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. § 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower,



subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

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

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

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in the Paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall



collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Paragraph 13. Trustee shall record a copy of the notice in the county which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by applicable law and shall mail copies of the notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly cancelled, all notes evidencing debts secured by this Security Instrument as well as execute and deliver a request for release of Deed of Trust. Trustee



shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recording costs and the statutory Trustee's fees.

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

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

- | | |
|---|--|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Graduated Payment Rider |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Growing Equity Rider |
| <input type="checkbox"/> Other [specify] | |

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


Jerry A Waters (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



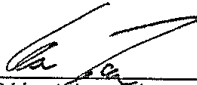
ACKNOWLEDGMENT

State of Colorado §
County of El Paso §
§

The foregoing instrument was acknowledged before me this
Jerry A Waters.

8/12/13

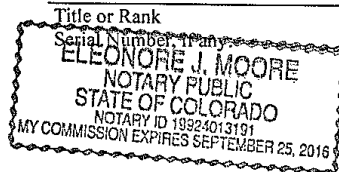
by



Signature of Person Taking Acknowledgment

Printed Name

(Seal)



THIS SPACE PROVIDED FOR RECORDER'S USE

WAYNE W. WILLIAMS
11/05/2013 10:54:37 AM
Doc \$0.00 Page
Rec \$31.00 1 of 5

El Paso County, CO



213136221

WHEN RECORDED RETURN TO:

Jerry A Waters

6380 Murr Rd.

Peyton, CO

80831

CONTRACT FOR DEED

This Contract ("Contract") is effective as of November 01, 2013 by and between

- Jerry Waters, a single person,
hereinafter referred to as "SELLER", whether one or more, and
- Martin Jernigan, 21430 Spencer Road, Calhan, El Paso County, Colorado, 80808,
hereinafter referred to as "BUYER", whether one or more, on the terms and conditions and for
the purposes hereinafter set forth.

PROPERTY. The property sold under this contract is located at 6380 Murr Road, Peyton,
Colorado, 80831 in El Paso County and is legally described as

Lot 12, Amended Sagecreek South Fil No 3, County of El Paso, State of Colorado.

hereinafter referred to as "the Property."

PURCHASE PRICE. The agreed upon sales price for the Property is \$240,000.00 with interest
from November 01, 2013, on the unpaid principal at the rate of 6.3% per annum.

TERMS OF PAYMENT. Payments under this contract should be submitted to Jerry Waters at
3065 Waldron Rd., Kankakee, Illinois 80831 or direct deposited in ENT Federal Credit Union
Account #84676.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 6.3% annually
until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of \$1,485.53, beginning on December 1, 2013, and continuing until December 1, 2043, (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full.

All payments on this Contract shall be applied first in payment of accrued interest and any remainder in payment of principal.

If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Seller.

LATE PAYMENT CHARGE. The Buyer promises to pay a late charge of \$60.00 for each installment that remains unpaid more than 15 day(s) after its Due Date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

NON-SUFFICIENT FUNDS. The Buyer shall be charged the maximum amount allowable under applicable law for each check that is returned to Seller for lack of sufficient funds in addition to any late payment charges allowable under this Contract.

PREPAYMENT. The Buyer reserves the right to prepay this Contract by making payment in full of the then remaining unpaid principal and accrued interest.

ENCUMBRANCES. The Seller guarantees no additional mortgages or loans will be taken on this property without the consent of the Buyer. In the event the Seller defaults on any mortgage on the Property, the Buyer can pay on the mortgage and receive credit under this Contract for all payments. The Seller herein discloses the Property sold under this contract is currently encumbered in the following manner:

Ent Federal Credit Union
7250 Campus Drive
Colorado Springs, Colorado, 80920
\$187,000.00

MAINTENANCE AND IMPROVEMENTS. Buyer agrees that any and all buildings, permanent fixtures and improvements currently on or subsequently added to the land or Property may not be removed, but will remain on the Property until the contract is fully performed. In the event of default by the Buyer under this Contract, any and all permanent fixtures and improvements made on the Property will remain with the Property.

POSSESSION. Seller will continue to maintain possession and use of the Property until the final payment is made under this Contract.

CONDITION OF PREMISES. The Buyer recognizes the Property is being sold as is and the Seller is under no obligation to make any improvements or repairs during the time of this Contract.

INSURANCE. Seller agrees to maintain adequate property insurance on the Property equal to the assessed value of the Property from the date of signing this agreement. The Seller shall immediately notify the Buyer of any lapse in coverage.

TAXES AND ASSESSMENTS. Seller agrees to pay all taxes including but not limited to federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

Seller shall pay all real estate taxes and assessments that may be levied against the Property. Buyer shall be responsible for all personal taxes or assessments that result from the Buyer's use of the Property.

REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Contract if the default is not cured within 15 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The Seller maintains the right and authority to reclaim the Property or to foreclose on the property if the default is not cured within 15 days.

DEED. Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Warranty Deed wherein the Seller conveys all of their interest in the Property to the Buyer. The Seller shall be responsible for cost of recording the deed.

ABSTRACT/TITLE POLICY. The Seller will provide the Buyer with an updated abstract evidencing clear title or other accepted title documents upon receipt of all payments under this Contract.

NOTICES. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ASSIGNMENT. Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

ATTORNEY FEES. If any payment obligation under this Contract is not paid when due, the Buyer promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

ENTIRE CONTRACT/AMENDMENT. This Contract for Deed contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract for Deed. This Contract for Deed may be modified or amended in writing, so long as all parties obligated under this Contract sign the agreement.

SEVERABILITY. If any portion of this Contract for Deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract for Deed is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Buyer agrees to indemnify, hold harmless, and defend Seller from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Buyer may suffer or incur in connection with Buyer's possession, use or misuse of the Property, except due to Seller's negligent acts or omissions.

GOVERNING LAW. This Contract for Deed shall be construed in accordance with the laws of the State of Colorado.

WAIVER. The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract for Deed.

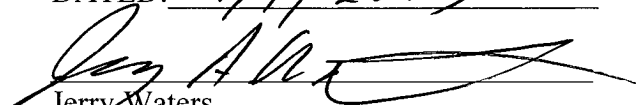
TAX EXEMPTION. Seller will be entitled to claim the property for the Federal Homestead Property Tax Exemption and any other exemption, should the property be eligible for such an exemption.

RECORDING. This Contract will be recorded by the Buyer immediately upon execution by all parties. The Seller shall be responsible for the recording fees associated with recording the Contract.

Deed Drafted By: Jerry Waters
 6380 Murr Road
 Peyton, Colorado, 80831
 7196834137

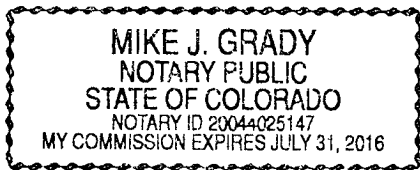
SELLER:


DATED: 11/1/2013


Jerry Waters
6380 Murr Road
Peyton, Colorado, 80831

STATE OF COLORADO, COUNTY OF EL PASO, ss:

This instrument was acknowledged before me on this 1st day of November,
2013 by Jerry Waters.

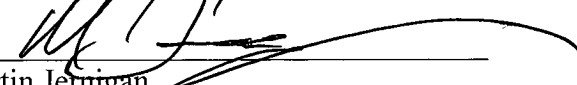



Notary Public
Notary
Title (and Rank)

My commission expires 7/31/16

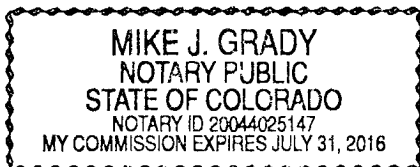
BUYER:

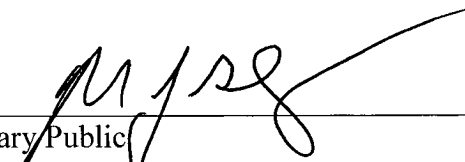
DATED: 11/1/2013


Martin Jernigan
21430 Spencer Road
Calhan, Colorado, 80808

STATE OF COLORADO, ss:COUNTY OF EL PASO, ss:

This instrument was acknowledged before me on this 1st day of November,
2013 by Martin Jernigan.




Notary Public
Notary
Title (and Rank)

My commission expires 7/31/16

Unified Title Company, LLC
101 S. Sahwatch, Suite 212
Colorado Springs, CO 80903
Phone: **719-578-5900**
Fax: **719-578-5060**

Transmittal Information

Date: 12/26/2017
File No: 55056UTC
Property Address: 6380 Murr Road, Peyton, CO 80831
Buyer\Borrower: Jerry A. Waters
Seller: Jerry A. Waters

For changes and updates please contact your Title officer:

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

Customer:
Bradley Richardson

,
Phone: Fax:
Attn: Bradley Richardson
DELIVERED VIA: E-MAIL

Buyer:
Jerry A. Waters
6380 Murr Road
Peyton, CO 80831-7432
DELIVERED VIA: AGENT

Seller:
Jerry A. Waters

DELIVERED VIA: AGENT

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:

Phone: Fax:
Attn:

Thank you for using Unified Title Company, LLC.



101 S. Sawatch, Suite 212, Colorado Springs, CO 80903
Phone: 719-578-5900 Fax: 719-578-5060

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

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

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

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

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

No. 3: The estate or interest in the land...: This shows how title to the property is legally held by current owner(s).

No. 4: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

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

SCHEDULE B-SECTION 2:

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



ALTA Commitment Form (6-17-06)
COMMITMENT FOR TITLE INSURANCE

ISSUED BY
WESTCOR LAND
TITLE INSURANCE COMPANY

Westcor Land Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

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

Issued By:

Unified Title Company, LLC

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

WESTCOR TITLE INSURANCE COMPANY

HOME OFFICE
201 N. New York Avenue, Suite 200
Winter Park, Florida 32789
Telephone: (407) 629-5842



By:

Mary O'Donnell

President

Attest:

Patricia H. Bauer

Secretary

CONDITIONS AND STIPULATIONS

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

STANDARD EXCEPTIONS

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

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

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

Unified Title Company, LLC
As agent for
Westcor Land Title Insurance Company
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **December 14, 2017 at 7:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY \$

Proposed Insured: **Jerry A. Waters**

B. ALTA 2006 LOAN POLICY \$

Proposed Insured: , its successors and/or assigns as their interests may appear

<i>Working Commitment Search End</i>	\$ 250.00
--------------------------------------	-----------

Total:	\$ 250.00
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3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

Jerry A. Waters

4. The land referred to in the Commitment is situate in the county of **El Paso**, State of **Colorado** and is described as follows:

Lot 12 in Amended Sagecreek South, Filing No. 3, County of El Paso, State of Colorado.

For Informational Purposes Only: **6380 Murr Road, Peyton, CO 80831**

Countersigned
Unified Title Company, LLC

By: 

J. Stogsdill

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **December 14, 2017 at 7:30am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.

PLEASE NOTE: THIS COMMITMENT IS BEING ISSUED AS TITLE ONLY (NO ESCROW SERVICES ARE BEING PROVIDED). OUR UNDERWRITERS WILL NOT ALLOW THE ISSUANCE OF THE FINAL TITLE POLICY UNTIL ALL REQUIREMENTS ABOVE ARE MET. IF THIS COMMITMENT DOES NOT PROPERLY REFLECT YOUR ANTICIPATED TRANSACTION, PLEASE ADVISE THE TITLE OFFICER AS SOON AS POSSIBLE (CONTACT INFORMATION LOCATED ON THE TRANSMITTAL PAGE) TO MAKE THE APPROPRIATE REVISION(S).

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **December 14, 2017 at 7:30am**

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Right of way and easement granted to El Paso County Telephone Company in instrument recorded in Book 2614 at Page 368.**
10. **Notice concerning underground facilities of the El Paso County Telephone Company recorded in Book 3527 at Page 176.**
11. **Reservation of one-half of the royalties pertaining to minerals and mineral rights in Deed recorded in Book 3535 at Page 222.**

12. Oil and Gas Lease recorded in Book 3543 at Page 896.
13. Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded in Book 3673 at Page 879.
14. Notice concerning underground facilities of Mountain View Electric Association, Inc. recorded in Book 3718 at Page 812.
15. Terms, agreements, provisions, conditions and obligations as contained in Subdivision Improvements Agreement recorded in Book 5144 at Page 476 and in Book 5829 at Page 194 and as amended in Book 6342 at Page 1126.
16. Covenants, conditions and restrictions recorded in Book 5146 at Page 765, which are unaccompanied by a right of forfeiture or reverter, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin.
17. Terms, agreements, provisions, conditions and obligations as contained in Warranty Deed recorded in Book 5224 at Page 579.
18. Notes, notices and easements as shown on the subdivision plat recorded April 16, 1991 in Plat Book E-4 at Page 172.
19. Terms, agreements, provisions, conditions and obligations as contained in Resolution 95-274 Transportation-14 recorded August 23, 1995 in Book 6709 at Page 780.
20. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 96-400 Transportation-11 recorded November 20, 1996 at Reception No. 096145823.
21. Lack of access and access rights except as provided by private road.
22. Deed of Trust from Jerry A. Waters to the Public Trustee of the County of El Paso for the use of Ent Federal Credit Union to secure \$179,894.00, dated August 12, 2013 and recorded August 16, 2013 at Reception No. 213105916.
23. Terms, agreements, provisions, conditions and obligations as contained in Contract recorded November 5, 2013 at Reception No. 213136221.
24. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded December 15, 1994 in Book 6577 at Page 365.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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

Unified Title Company, LLC

Disclosures

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

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

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

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

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

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

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

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

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

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

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

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Unified Title Company, LLC

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

Who is Covered

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

Information Collected

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

Access to Information

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

Information Sharing

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

Information Security

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

The WLTIC Privacy Policy can be found on WLTIC’s website at www.wltic.com

SageCreek South

Filing No. 3

El Paso County, Colorado

T 13 S, R 64 W

THIS SUBDIVISION IS A VACATION AND REPLAT OF A PORTION
OF SAGECREEK SOUTH FILING NO. 1.

KNOW ALL MEN BY THESE PRESENTS:

That SADDLEBACK LTD., a Colorado Corporation, dba SAGECREEK SUBDIVISION, LTD., being the owner of the following tract of land:

TO WIT:

A portion of Section 13 and the North 1/2 of the North 1/2 of Section 24, all in the Township 13 South, Range 64 West of the 6th P.M., El Paso County, Colorado, filed and approved as SAGECREEK SOUTH SUBDIVISION, Filing No. 1, recorded in Plat Book A-4 at page 49 of the records of El Paso County, Colorado, more particularly described as follows:

Beginning at the Northeast corner of said Section 13; thence S 01° 20' 42" W, coincident with the East line of said Section 13, 5256.80 feet, to the Southeast corner of said Section 13, said point also being the Northeast corner of aforementioned Section 24; thence S 00° 45' 13" W, coincident with the East line of said Section 24, 1325.65 feet, to intersect the South line of the North 1/2 of the North 1/2 of said Section 24; thence S 89° 34' 44" W, coincident with the South line of the North 1/2 of the North 1/2 of said Section 24, 1875.30 feet, thence N 00° 45' 13" E parallel to the East line of the North 1/2 of said Section 24, 603.76 feet; thence N 89° 14' 47" West a distance of 1123.05 feet, thence N 01° 20' 42" E parallel to the East line of Section 13, a distance of 2177.60 feet, thence N 88° 39' 18" W a distance of 719.96 feet, thence N 01° 20' 42" E parallel to the East line of Section 13, a distance of 1453.26 feet, thence 89° 21' 32" E parallel to the North line of Section 13, a distance of 598.91 feet, thence N 00° 38' 28" W a distance of 639.04 feet, thence N 11° 53' 40" W a distance of 61.18 feet, thence N 00° 38' 28" W a distance of 617.41 feet, thence N 01° 20' 42" E parallel to the East line of Section 13, a distance of 1453.26 feet, thence N 89° 21' 32" E parallel to the North line of Section 13, a distance of 598.91 feet, thence N 00° 38' 28" W a distance of 639.04 feet, thence N 11° 53' 40" W a distance of 61.18 feet, thence N 00° 38' 28" W a distance of 617.41 feet, thence S 89° 21' 32" W parallel to the North line of Section 13, a distance of 352.76 feet, thence N 00° 38' 28" W, 970.69 feet, to intersect the North line of said Section 13, said point of intersection also being the Southeast corner of SAGECREEK NORTH, as recorded in Plat Book Y-3 at Page 69 in the records of said County; thence N 89° 21' 32" E, coincident with the North line of said Section 13, 3557.22 feet, to the Point of Beginning, containing 20,766,599 square feet, 476.74 acres more or less, excepting therefrom Lot Numbers 1, 2, 3, 4, 5, 6, 38, 39, 40, 41, 47, 59 and 60.

DEDICATION

The undersigned owner has caused said tract of land to be platted into lots, blocks, streets and easements as shown on the plat, which plat sets forth the boundary and dimension thereof; said tract so platted shall be known as AMENDED SAGECREEK SOUTH, Filing No. 3, El Paso County, Colorado. All streets so platted are hereby dedicated to public use. The aforementioned owner does hereby personally covenant and agree that he will at his own expense, grade, gravel and pave all platted streets and provide proper drainage for same, all to the satisfaction of the Board of County Commissioners of said El Paso County, and upon acceptance by resolution, all streets so dedicated shall become matters of maintenance by said El Paso County.

EASEMENTS

Unless otherwise shown on the plat:

Both sides of all side and rear lot lines are hereby platted with ten (10) foot public utility and drainage easements. All front lot lines are hereby platted with a twenty (20) foot public utility and drainage easement. All exterior subdivision boundaries are hereby platted with a twenty (20) foot public utility and drainage easement. The sole responsibility for maintenance of these easements is hereby vested with the adjacent property owners.

PLAT RESTRICTION

Amended Sagecreek South, Filing No. 3, Lots 45 and 46, 56 through 58, 61 through 152, and 156 and 157 (88 lots total) or interest therein, shall not be sold, conveyed or transferred whether by deed or by contract, nor shall building permits be issued, until and unless the required public improvements have been constructed and completed in accordance with the subdivision improvements agreement between the applicant and EL PASO COUNTY as recorded at Book 5122 Page 172 in the Office of the Clerk and Recorder of EL PASO COUNTY, COLORADO, or in the alternative, other collateral is provided which is sufficient in the judgment of the Board of County Commissioners, to make provision for the completion of said improvements. If the public improvements are not installed and legally accepted with 18 months from this date, said plat may be vacated after the appropriate public hearings.

Lots 45 and 46, 56 through 58, 61 through 152, and 156 and 157 (total of 99 lots) shall not be sold, conveyed or transferred whether by deed or by contract, nor shall building permits be authorized until all roads (Peerless Farms Road and Prospero Road between Max Road and Falcon Highway, and Max Road between Peerless Farms Road and Murr Road) within Sage Creek South Filing No.3 Subdivision having a projected Average Daily Trip (ADT) generation of two hundred (200) or more are paved in accordance with El Paso County Subdivision Regulations.

Lots 45 and 46, 56 through 58, 61 through 152, and 156 and 175 (99 lots total) shall not be sold, conveyed or transferred, whether by Deed or by Contract, nor shall building permits be issued on the aforementioned lots until the park and school fees in the amount of \$12,784.00 and \$10,336.00 respectively are paid to El Paso County fulfilling the subdivision's obligations pursuant to sections 49.3 A. and 49.3 B. of the El Paso County Land Development Code.

NOTES:

- All corners set with No. 5 rebar with surveyor's cap PE/LS 7338 unless otherwise shown. (Indicated O)
- Bearings are relative to the North line of Section 13, Township 13 South, Range 64 West, being S 89° 21' 32" W.
- Reports and evidence regarding soils, geology, water, sanitation, and wildlife hazards of this subdivision are on file in the office of the El Paso County Planning Department.
- The Public Water Supply System was designed and constructed in accordance with the standards set forth by the El Paso County Department of Health, the Uniform Building Code as adopted by El Paso County Board of Commissioners and the Standards set forth by the American Water Works Association. The system is operated and maintained by the Sagecreek Water Users Association.
- Sewage treatment is the responsibility of each individual property owner. The El Paso County Health Department must approve each system and, in some cases, the Department may require a specially designed system prior to permit approval.
- El Paso County Department of Public Works must be contacted prior to the establishment of any driveway.
- Temporary turn-around provisions shall be removed upon construction completion of the road extensions.
- All structural foundations shall be located and designed by a Professional Engineer, Registered in the State of Colorado.
- There will be no direct vehicular access from any lot onto Falcon Highway or Slossum Road.
- The Division of Water Resources will require that all domestic wells be drilled to penetrate the Arapaho Formation and recommends that they be drilled to the bottom of said formation.
- Section 13, the North 1/2 of the Northwest 1/4 of Section 24, and the Northwest 1/4 of Section 24, and the Northwest 1/4 of Northeast 1/4 of Section 24 are covered by a right-of-way agreement granted to Mountain View Electric Association, Inc., as recorded in book 3873 at Page 879 in the records of said County.
- The central water supply system was designed to State of Colorado standards and is intended for domestic consumption only. The operation and maintenance of this system is the responsibility of the SageCreek Water Users Association.
- Because of the potential presence of unmapped radioactive deposits in the area that may produce Radon Gas, buildings should be tested for Radon Gas prior to occupancy and any necessary remedial measures implemented.

IN WITNESS WHEREOF:

The aforementioned has executed

SADDLEBACK LTD.
A Colorado Corporation
SAGECREEK

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The above and foregoing statement
1991, A.D., by William A. Poleson, P.
dba SAGECREEK SUBDIVISION, LTD.

Witness My Hand and Official Seal

My Commission Expires: Nov 23, 1994

My Address is: 2165 Lake Mary

Approved by the El Paso County Clerk
day of September 1990, A.D.

Approved by the El Paso County Planner

The undersigned Registered Engineer
state and declare that the accompanying
of the Colorado Revised Statutes as
described tract of land and the subdivi-

I hereby certify that this instrument
this 16 day of March 1991 A.D., and
Records of El Paso County, Colorado.

Reception No: 2019303

Fee: 30.00

School Fees: SEE PLAT BOOK

Park Fees: SEE PLAT BOOK

1/2 Section 24

SageCreek South

Filing No. 3

El Paso County, Colorado

T 13 S, R 64 W

THIS SUBDIVISION IS A VACATION AND REPLAT OF A PORTION
OF SAGECREEK SOUTH FILING NO. 1.

the SAGECREEK SUBDIVISION, LTD., being the

the North 1/2 of Section 24, all in the Township
County, Colorado, filed and approved as
ded in Plat Book A-4 at page 49 of the
larly described as follows:

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aforementioned Section 24; thence S 00°
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said Section 24; thence S 89° 34' 44" W,
the North 1/2 of said Section 24, 1875.30
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0.05 feet, thence N 01° 20' 42" E parallel
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a distance of 639.04 feet, thence N 11°
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3, a distance of 1453.26 feet, thence
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N 11° 53' 40" W a distance of 61.18 feet,
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lets forth the boundary and dimension thereof;
SAGECREEK SOUTH, Filing No. 3, El Paso
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ant and agree that he will at his own
and provide proper drainage for same, all to
ners of said El Paso County, and upon
shall become matters of maintenance by

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are hereby platted with a twenty (20)
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rainage easement. The sole
is hereby vested with the adjacent property

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be issued, until and unless the required public
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EL PASO COUNTY as recorded at Book 5822
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completion of said improvements. If the
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nity Land Development Code.

cop PE/LS 7338 unless otherwise shown.

n 13, Township 13 South, Range 64 West,

ater, sanitation, and wildlife hazards
he El Paso County Planning Department.
and constructed in accordance with the standards
of Health, the Uniform Building Code as adopted
d the Standards set forth by the American
ed and maintained by the Sagecreek

individual property owner. The El Paso
ystem and, in some cases, the Department may
mit approval.
t be contacted prior to the establishment

ed upon construction completion of the
esigned by a Professional Engineer,

y lot onto Falcon Highway or Stocum Road.
all domestic wells be drilled to
do that they be drilled to the bottom of said

of Section 24, and the Northwest 1/4 of
1 1/4 of Section 24 are covered by a right-
electric Association, Inc., as recorded in book
y.

to State of Colorado standards and is
operation and maintenance of this system
rs Association.
radioactive deposits in the area that may
for Radon Gas prior to occupancy and any

IN WITNESS WHEREOF:

The aforementioned has executed his presents this 28th day of March, 1991

SADDLEBACK, LTD.
A Colorado Corporation
dba
SAGECREEK SUBDIVISION, LTD.

William W. Polson
William W. Polson
President

STATE OF COLORADO)
) SS
COUNTY OF EL PASO)

The above and foregoing statement was acknowledged before me this 28th day of March
1991, A.D., by William A. Polson, President of SADDLEBACK, LTD., a Colorado Corporation,
dba SAGECREEK SUBDIVISION, LTD.

Witness My Hand and Official Seal

Donny L. Sharland
Notary Public

My Commission Expires: March 23, 1994

My Address is: 1265 Lake Mary Dr. Lakewood, CO 80966

Approved by the El Paso County Chairman of the Board of County Commissioners this 27th
day of September 1990, A.D.

David L. Shultz
Chairman of the Board

Approved by the El Paso County Planning Department this 2 day of April 1991 A.D.

John R. Smith
Planning Director

The undersigned Registered Engineer and Land Surveyor in the State of Colorado, does hereby
state and declare that the accompanying plat has been prepared in accordance with Title 38
of the Colorado Revised Statutes as amended, and that said plat does accurately show the
described tract of land and the subdivision thereof to the best of his knowledge and belief.

David K. Rice, Jr.
Professional Engineer and Land Surveyor
State of Colorado No. 7338



I hereby certify that this instrument was filed for record in my office at 9:38 o'clock AM
this 16 day of April 1991 A.D., and is duly recorded in Plat Book 6-4 at page 172 of the
Records of El Paso County, Colorado.

Ardie W. Schmitt
Ardie W. Schmitt, Recorder

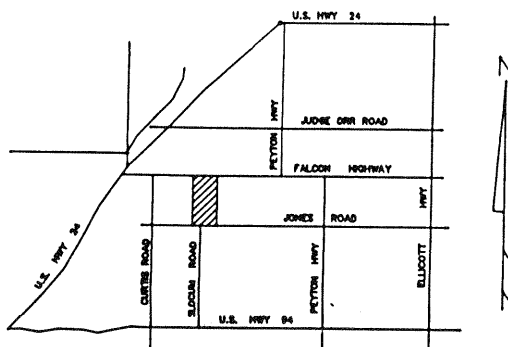
Reception No: 2019303

Fee: 30.00

By: Carman Y. Bue
Deputy

School Fees: SEE PLAT RESTRICTIONS

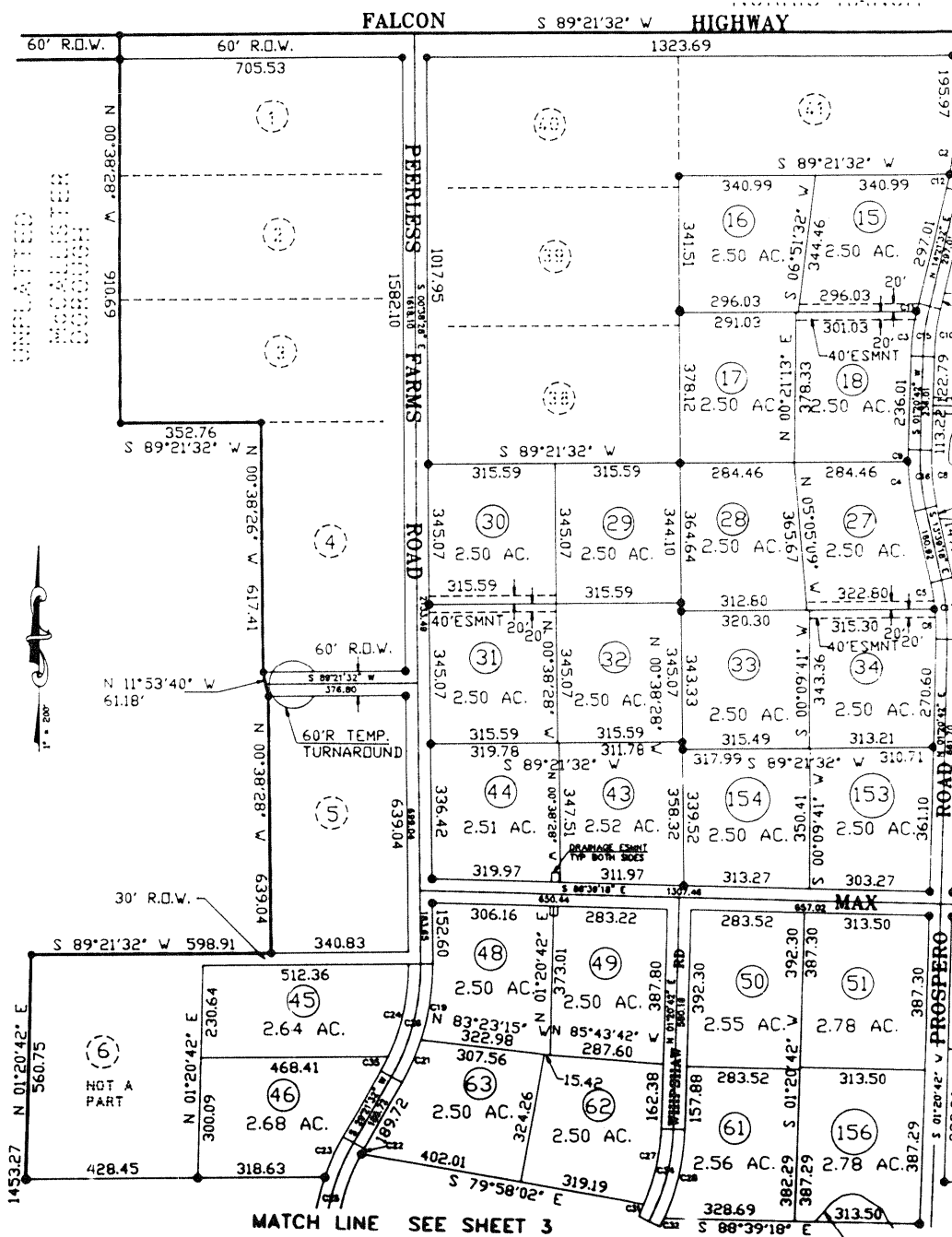
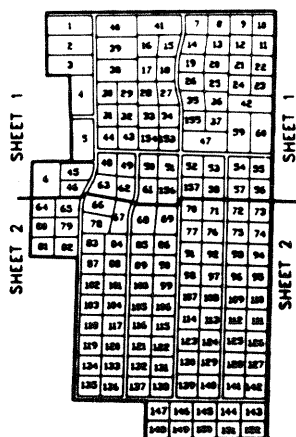
Park Fees: SEE PLAT RESTRICTIONS



UNPLATTED
NORRIS RANCH

	R	L	Δ
C1	591.00	99.49	9'38'.43"
C2	531.00	103.98	11'3'.12"
C3	591.00	56.72	10'57'.53"
C4	591.00	124.44	12'03'.50"
C5	531.00	66.02	7'07'.25"
C6	531.00	73.00	7'52'.36"
C7	591.00	154.72	15'00'.00"
C8	531.00	139.02	15'00'.00"
C9	591.00	30.29	2'56'.10"
C10	531.00	120.61	13'00'.49"
C11	591.00	10.57	2'02'.56"
C12	531.00	35.03	3'46'.48"
C13	591.00	55.25	5'21'.17"
C14	561.00	146.87	15'00'.00"
C15	561.00	127.42	13'00'.49"
C16	561.00	146.87	15'00'.00"
C17	561.00	146.87	15'00'.00"
C18	531.00	244.59	26'23'.32"
C19	591.00	193.32	18'44'.29"
C20	591.00	77.10	7'15'.58"
C21	591.00	116.11	11'55'.23"
C22	531.00	15.03	1'37'.17"
C23	591.00	110.86	10'44'.51"
C24	531.00	238.41	25'43'.31"
C25	561.00	274.29	28'00'.49"
C26	561.00	293.72	29'59'.53"
C27	520.00	194.69	21'27'.06"
C28	580.00	230.42	22'45'.45"
C29	580.00	253.78	25'04'.10"
C30	520.00	227.52	25'04'.10"
C31	520.00	32.83	3'37'.04"
C32	580.00	23.35	2'18'.25"
C33	550.00	240.65	25'04'.10"
C34	550.00	240.65	25'04'.10"
C35	531.00	39.60	4'16'.22"

● FND CORNERS, SET PELS 7336



NO BUILD ZONE

1 INCH = 200 FEET

SageCreek South

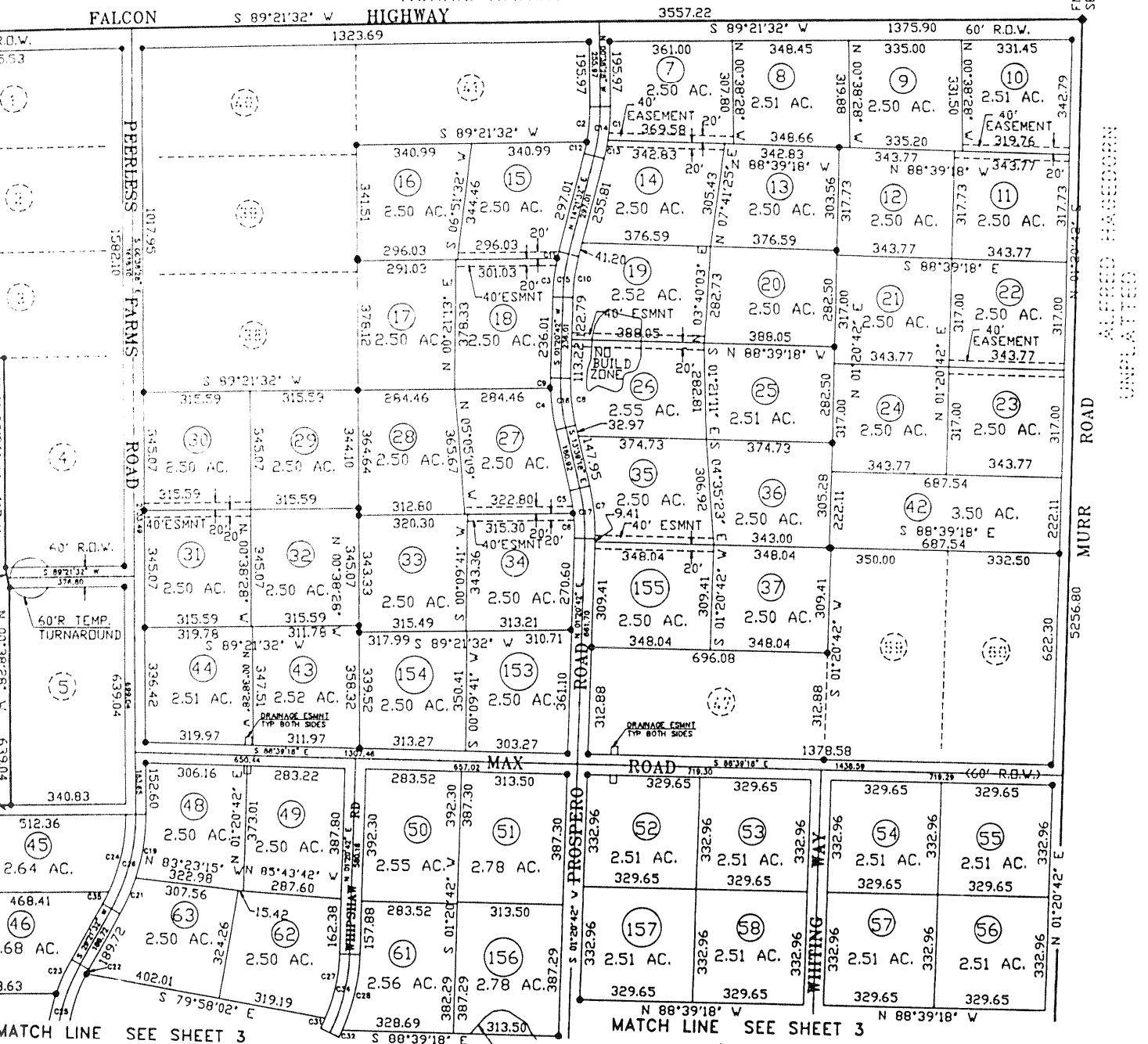
Filing No. 3

El Paso County, Colorado

T 13 S, R 64 W

THIS SUBDIVISION IS A VACATION AND REPLAT OF
A PORTION OF SAGECREEK SOUTH, FILING NO. 1.

UNPLATTED
NORRIS RANCH



FND NE CORNER
SEC. 13, LS. NO. 9646

ALFRED HAGEDORN
UNPLATTED

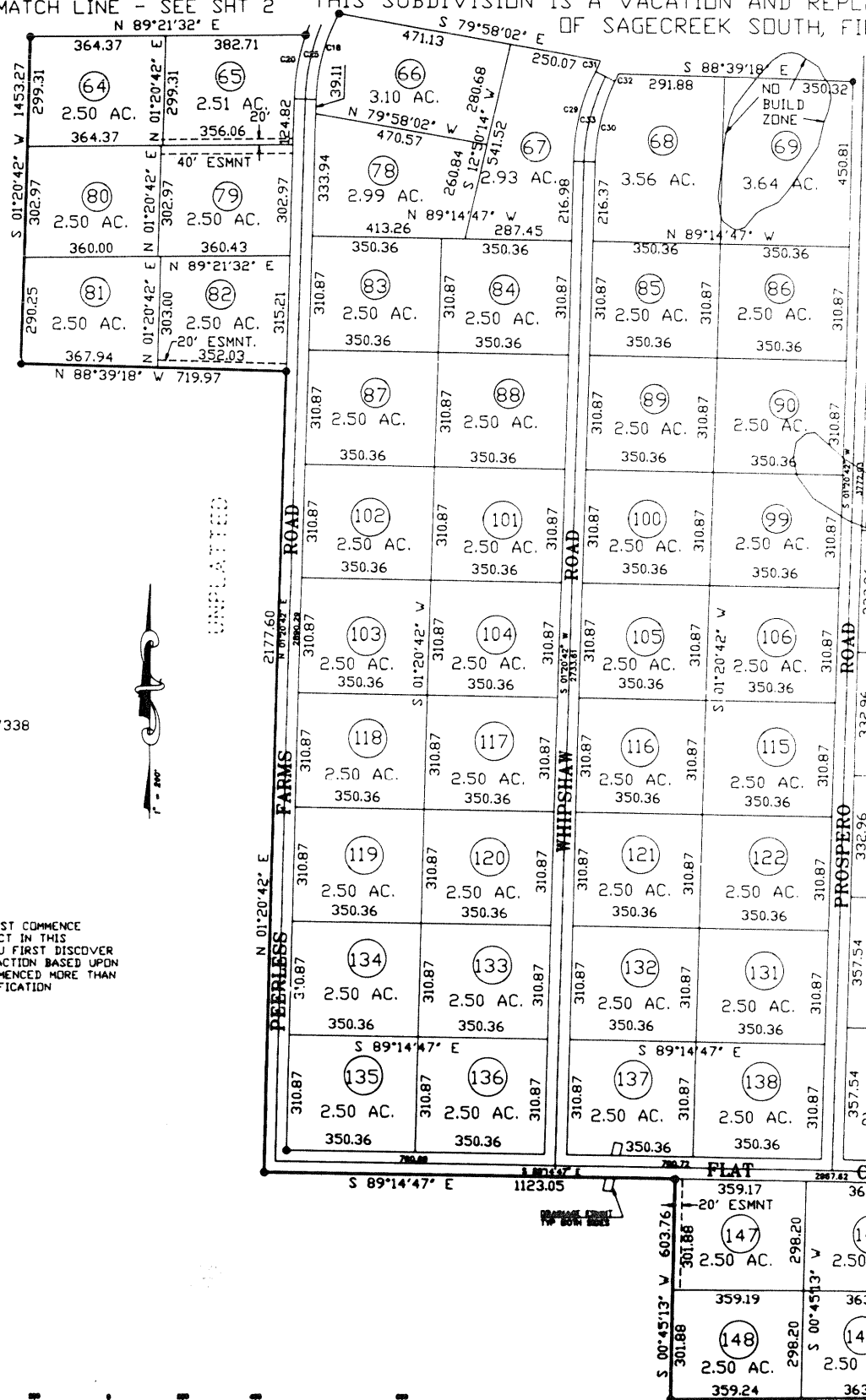
SageCreek

Filing No. 3

El Paso County, Colorado

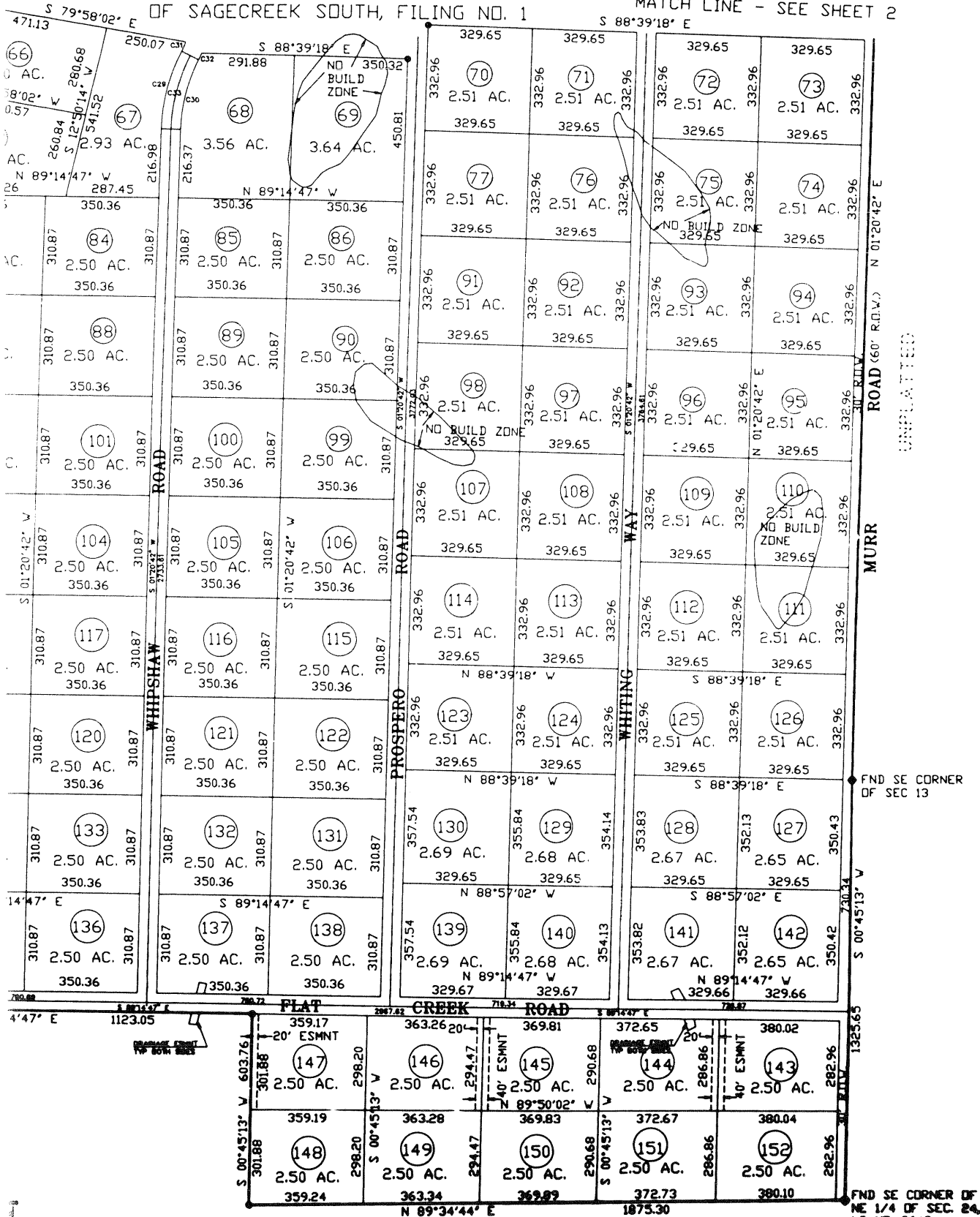
T 13 S, R 64 W

MATCH LINE - SEE SHT 2 THIS SUBDIVISION IS A VACATION AND REPLACEMENT OF SAGECREEK SOUTH, FID



T 13 S, R 64 W

MATCH LINE - SEE SHEET 2



SHEET 3 OF 3

**CERTIFICATE AD VALOREM PROPERTY TAXES
COUNTY OF EL PASO, STATE OF COLORADO**

I, the undersigned, County Treasurer, certify that there are no unpaid property taxes or other assessments collectable by my office on the following described property, except as disclosed this date. This does not include assessments not of record this date.

Schedule (Account) No: 43130-01-028

2016 TAXES PAYABLE 2017

Owner Per Tax Record: RICHARDSON BRADLEY W
MCDOWELL-RICHARDSON SANDRA M

Property Type: Real Estate

Property Location: 6415 PROSPERO RD

Property Description: LOT 13 AMENDED SAGECREEK SOUTH FIL NO 3

Alerts:

Assessed Value

Land	\$	3980
Improvement	\$	9520
TOTAL	\$	13500

Tax District: SCF

Tax Rate

Tax Amount

EL PASO COUNTY	0.007589	102.45
EPC ROAD & BRIDGE (UNSHARED)	0.000330	4.46
FALCON SCHOOL NO 49 - GEN	0.038437	518.90
FALCON SCHOOL NO 49 - BOND	0.005980	80.73
PIKES PEAK LIBRARY	0.003957	53.42
FALCON FIRE PROTECTION	0.008612	116.26
* UPPER BLK SQUIRREL CRK GROUND WATER	0.001063	14.35
TOTAL	0.065968	890.57

*Temporary tax rate reduction/tax credit

Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the Board of County Commissioners, the Clerk to the Board, or the County Assessor.

Balance due on 2016 taxes:

0.00

Amount due valid through DECEMBER 29th, 2017 :

\$ 0.00

IN WITNESS WHEREOF, I hereonto set my hand and seal this 22nd day of DECEMBER A.D. 2017

Issued to: elpasoco\CALStewart01
01330-107192

Stewart Title of Colorado Springs

Mark Lowderman
Treasurer, El Paso County

Fee for issuing this certificate \$10.00

20171222 48805

By: 

UNIFIED TITLE COMPANY

104 S SAHWATCH ST SUITE 212
COLORADO SPRINGS, CO 80903
7195785900

12/26/2017 - 13:30 PST

Sale

Total	\$250.00
Visa	...6727
Name on Card	Bradley W. Richardson
Auth Code	043035
Trans ID	PG0133815693
Merchant No	...0523

Thank you for your business!

Customer copy

After recording please return to:
Ent Federal Credit Union

7250 Campus Drive
Colorado Springs, CO 80920-6517

[Space Above This Line For Recording Data]

FHA Case No.
052-7365572-703

Loan Origination Company NMLS Identifier: 405466
Loan Originator NMLS Unique Identifier: 459324
Loan No.: 40468

COLORADO DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on August 12, 2013, among the grantor, Jerry A Waters, In Severalty whose address is 6380 Murr Road, Peyton, CO 80831 ("Borrower"), the Public Trustee of El Paso County ("Trustee"), and the beneficiary, Ent Federal Credit Union which is organized and existing under the laws of the United States of America, and whose address is 7250 Campus Drive, Colorado Springs, CO 80920-6517 ("Lender"). Borrower owes Lender the principal sum of One Hundred Seventy Nine Thousand Eight Hundred Ninety Four and 00/100ths Dollars (U.S. \$179,894.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2043. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in El Paso County, Colorado:

LOT 12, AMENDED SAGECREEK SOUTH, FILING NO. 3, COUNTY OF EL PASO, STATE OF COLORADO.

which currently has the address of 6380 Murr Road
[Street]

Peyton, Colorado 80831
[City] [Zip Code]

("Property Address"):



2625917

[Signature]

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

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

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

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

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).



A handwritten signature in black ink.

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order of Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances

exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower

shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear expected. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with



the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender shall be immediately due and payable.

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

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or



(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. § 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower,



subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

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

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

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in the Paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall



collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Paragraph 13. Trustee shall record a copy of the notice in the county which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by applicable law and shall mail copies of the notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly cancelled, all notes evidencing debts secured by this Security Instrument as well as execute and deliver a request for release of Deed of Trust. Trustee




shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recording costs and the statutory Trustee's fees.

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

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

- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Other [specify]
- ☐ Graduated Payment Rider
- ☐ Growing Equity Rider

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


Jerry A Waters

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



ACKNOWLEDGMENT

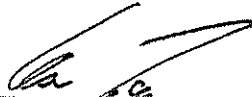
State of Colorado
County of El Paso

§
§
§

The foregoing instrument was acknowledged before me this
Jerry A Waters.

8/12/13

by

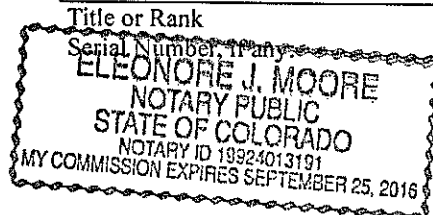


Signature of Person Taking Acknowledgment

Printed Name

Title or Rank

(Seal)





Stewart Title Company - Colorado Springs
2060 Briargate Pkwy, Ste 170
Colorado Springs, CO 80920

View your transaction progress 24/7 via [Stewart Online](#)
Ask us about your login today!

Date: December 26, 2017
File Number: 01330-107192
Property: 6415 Prospero Road, Peyton, CO 80831

Please direct all Closing inquiries to:

Teiah Hester
Phone: (719) 531-0222
Fax: (719) 531-7867
Email Address: THester@stewart.com

SELLER:	BUYER:
Bradley W. Richardson and Sandra M. McDowell-	To Be Determined
Richardson	
Delivery Method: Emailed	

Lender:
To Be Determined

**WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE
FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ON THIS PAGE.**

We Appreciate Your Business and Look Forward to Serving You in the Future.

ALTA COMMITMENT FORM COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

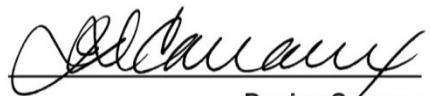

Authorized Countersignature

Stewart Title Company - Colorado Springs
2060 Briargate Pkwy, Ste 170
Colorado Springs, CO 80920





Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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ALTA Commitment Form 06-17-06

File No.: 01330-107192

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AMERICAN
LAND TITLE
ASSOCIATION



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-107192

1. Effective Date: December 18, 2017 at 8:00AM

2. Policy or Policies To Be Issued

Amount of Insurance

(a) ALTA Owner's (2006 Standard)

Proposed Insured:

To Be Determined

(b) ALTA Loan

Proposed Insured:

To Be Determined

3. The estate or interest in the land described or referred to in this Commitment is:

FEE SIMPLE

4. Title to the said estate or interest in the land is at the Effective Date vested in:

Bradley W. Richardson and Sandra M. McDowell-Richardson

5. The land referred to in this Commitment is described as follows:

See Exhibit "A" Attached Hereto

Purported Address:
6415 Prospero Road
Peyton, CO 80831

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-107192

EXHIBIT "A" LEGAL DESCRIPTION

Lot 13,
AMENDED SAGECREEK SOUTH, FILING NO. 3,
County of El Paso, State of Colorado.



COMMITMENT FOR TITLE INSURANCE SCHEDULE B - PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-107192

The following requirements must be met:

1. Payment to or for the account of the grantor(s) or mortgagor(s) of the full consideration for the estate or interest to be insured.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.
3. Evidence satisfactory to Stewart Title Guaranty Company of payment of all outstanding taxes and assessments as certified by the County Treasurer.
4. Execution of [Affidavit as to Debts and Liens](#) and its return to Stewart Title Guaranty Company.

NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), please notify the Company's escrow officer within 10 days of receipt of this title commitment.

5. Payment of any and all Homeowners assessments and expenses which may be assessed to the property.
6. Execution of an acceptable [Survey Affidavit](#) certifying that there have been no new improvements constructed or major structural changes made on the subject property.

NOTE: If improvements have been made on, or in connection with, the subject property, please notify the Company's escrow officer within 10 days of receipt of this title commitment.

7. Release by the Public Trustee of the Deed of Trust from Bradley W. Richardson and Sandra M. McDowell-Richardson for the use of Mortgage Electronic Registration Systems, Inc., as nominee for Integrity First Financial, Inc., to secure \$246,272.00, recorded April 1, 2016, [as Reception No. 216032993](#).
8. Release of the Certificate of Non-Compliance recorded June 16, 2017 [as Reception No. 217070426](#).
9. Deed from vested owner(s) vesting fee simple title in the purchaser(s).

NOTE: Notation of the legal address of the grantee must appear on the deed as per 1976 amendment to statute on recording of deeds CRS 38-35-109 (2).

10. Deed of Trust from the Borrower to the Public Trustee for the use of the proposed lender to secure the loan.

NOTE: The vesting deed is shown as follows: Warranty Deed recorded October 29, 2014, [as Reception No. 214099327](#). Special Warranty Deed recorded April 12, 2010, [as Reception No. 210033631](#).

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File No.: 01330-107192

ALTA Commitment 06-17-06

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B- PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-107192

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Grant of Right of Way recorded August 17, 1973 [in Book 2614 at Page 368 as Reception No. 08049.](#)
10. Right-of-Way Easement as recorded in February 11, 1983 [in Book 3673 at Page 879 as Reception No. 00945266.](#)
11. Subdivision Improvements Agreements recorded March 25, 1986 [in Book 5144 at Page 476 as Reception No. 01373246](#) and recorded April 16, 1991 [in Book 5829 at Page 194 as Reception No. 02019302](#) and recorded December 23, 1993 [in Book 6342 at Page 1126 as Reception No. 002406424.](#)
12. Declaration of Protective Covenants recorded March 28, 1986 [in Book 5146 at Page 765 as Reception No. 01375105.](#)
13. Contract for Supply of Water recorded August 28, 1986 [in Book 5226 at Page 978 as Reception No. 01444770](#) and amendment thereto March 28, 1991 [in Book 5823 at Page 1453 as Reception No. 02014245](#) and Warranty Deed recorded January 5, 1995 [in Book 6586 at Page 824 as Reception No. 095001153.](#)

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ALTA Commitment 06-17-06

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COMMITMENT FOR TITLE INSURANCE SCHEDULE B- PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

14. Easement recorded April 9, 1991 [in Book 5827 at Page 933 as Reception No. 02017774](#).
15. All matters shown on the plat of Sage Creek South, Filing No. 3 recorded April 16, 1991 [in Book E4 at Page 172 as Reception No. 2019303](#).
16. Resolution No. 90-269, Land Use-94 recorded April 22, 1994 [in Book 6430 at Page 1275 as Reception No. 094056108](#).
17. Resolution No. 90-218, Land Use-79 recorded May 23, 1994 [in Book 6451 at Page 1166 as Reception No. 094070962](#).
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19. Resolution No. 95-274, Transportation-14, recorded August 23, 1995 [in Book 6709 at Page 780 as Reception No. 095087278](#).
20. Resolution No. 86-197, Land Use-88 recorded November 20, 1995 [in Book 6768 at Page 223 as Reception No. 095125254](#).
21. Resolution No. 96-154, Transportation-4, recorded June 3, 1996 [in Book 6899 at Page 764 as Reception No. 096067866](#).
22. Oil and Gas Lease recorded May 19, 2011 [as Reception No. 211049439](#) and amendments thereto recorded July 25, 2011 [as Reception No. 211071285](#) and recorded February 26, 2013 [as Reception No. 213025377](#).
23. Affixation Affidavit Regarding Manufactured (and Factory Built) Home recorded October 29, 2014 [as Reception No. 214099328](#).
24. Terms, Conditions and Provisions of the Agricultural Structure Exemption from Building Code Affidavit recorded June 7, 2017 [as Reception No. 217065786](#).

Note: Certificate of Non-Compliance recorded June 16, 2017 [as Reception No. 217070426](#).

Note: Revocation of Agricultural Structure Exemption recorded November 20, 2017 [as Reception No. 217140591](#).

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-107192

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued:

TBD Rate	
2006 Owner's Policy:	\$300.00
Tax Certificate:	\$25.00

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ALTA Commitment Form 6-17-06

File No.: 01330-107192

AMERICAN
LAND TITLE
ASSOCIATION



DISCLOSURES

File No.: 01330-107192

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Stewart Title of Colorado conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.



Real partners. Real possibilities.

File No.: 01330-107192

NOTICE

- If Stewart Title is recording documents for you, the following is required:
 1. A check must be attached to the documents, made payable to **Stewart Title**.
 2. The check fees must include:
 - Title Insurance Fees & Applicable endorsements.
 - Recording fees of \$13.00 for the first page and \$5.00 for each additional page of the document. (Example: 2 page document is \$18.00)
 - An additional \$5.00 per document to electronically record the documents.
 3. Recording Instructions
- If your insurance amount changes, please contact the Title Examiner for a new rate quote.
- Documentation evidencing satisfaction of ALL requirements must be attached before final policy will be released.

Please send Title Package to:

Stewart Title Company - Colorado Springs
2060 Briargate Pkwy, Ste 170
Colorado Springs, CO 80920

STG Privacy Notice

Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ request insurance-related services ■ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at:* **Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056**



Stewart Title Company - Colorado Springs
2060 Briargate Pkwy, Ste 170
Colorado Springs, CO 80920

View your transaction progress 24/7 via [Stewart Online](#)
Ask us about your login today!

Date: December 26, 2017
File Number: 01330-107192
Property: 6415 Prospero Road, Peyton, CO 80831

Please direct all Closing inquiries to:

Teiah Hester
Phone: (719) 531-0222
Fax: (719) 531-7867
Email Address: THester@stewart.com

SELLER:	BUYER:
Bradley W. Richardson and Sandra M. McDowell-	To Be Determined
Richardson	
Delivery Method: Emailed	

Lender:
To Be Determined

**WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE
FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ON THIS PAGE.**

We Appreciate Your Business and Look Forward to Serving You in the Future.

ALTA COMMITMENT FORM COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

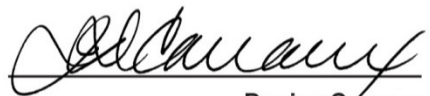

Authorized Countersignature

Stewart Title Company - Colorado Springs
2060 Briargate Pkwy, Ste 170
Colorado Springs, CO 80920





Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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ALTA Commitment Form 06-17-06

File No.: 01330-107192

Page 1 of 2

AMERICAN
LAND TITLE
ASSOCIATION



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-107192

1. Effective Date: December 18, 2017 at 8:00AM

2. Policy or Policies To Be Issued

Amount of Insurance

(a) ALTA Owner's (2006 Standard)

Proposed Insured:

To Be Determined

(b) ALTA Loan

Proposed Insured:

To Be Determined

3. The estate or interest in the land described or referred to in this Commitment is:

FEE SIMPLE

4. Title to the said estate or interest in the land is at the Effective Date vested in:

Bradley W. Richardson and Sandra M. McDowell-Richardson

5. The land referred to in this Commitment is described as follows:

See Exhibit "A" Attached Hereto

Purported Address:
6415 Prospero Road
Peyton, CO 80831

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-107192

EXHIBIT "A" LEGAL DESCRIPTION

Lot 13,
AMENDED SAGECREEK SOUTH, FILING NO. 3,
County of El Paso, State of Colorado.



COMMITMENT FOR TITLE INSURANCE SCHEDULE B - PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-107192

The following requirements must be met:

1. Payment to or for the account of the grantor(s) or mortgagor(s) of the full consideration for the estate or interest to be insured.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.
3. Evidence satisfactory to Stewart Title Guaranty Company of payment of all outstanding taxes and assessments as certified by the County Treasurer.
4. Execution of Affidavit as to Debts and Liens and its return to Stewart Title Guaranty Company.

NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), please notify the Company's escrow officer within 10 days of receipt of this title commitment.

5. Payment of any and all Homeowners assessments and expenses which may be assessed to the property.
6. Execution of an acceptable survey affidavit certifying that there have been no new improvements constructed or major structural changes made on the subject property.

NOTE: If improvements have been made on, or in connection with, the subject property, please notify the Company's escrow officer within 10 days of receipt of this title commitment.

7. Release by the Public Trustee of the Deed of Trust from Bradley W. Richardson and Sandra M. McDowell-Richardson for the use of Mortgage Electronic Registration Systems, Inc., as nominee for Integrity First Financial, Inc., to secure \$246,272.00, recorded April 1, 2016, [as Reception No. 216032993](#).
8. Release of the Certificate of Non-Compliance recorded June 16, 2017 [as Reception No. 217070426](#).
9. Deed from vested owner(s) vesting fee simple title in the purchaser(s).

NOTE: Notation of the legal address of the grantee must appear on the deed as per 1976 amendment to statute on recording of deeds CRS 38-35-109 (2).

10. Deed of Trust from the Borrower to the Public Trustee for the use of the proposed lender to secure the loan.

NOTE: The vesting deed is shown as follows: Warranty Deed recorded October 29, 2014, [as Reception No. 214099327](#). Special Warranty Deed recorded April 12, 2010, [as Reception No. 210033631](#).

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File No.: 01330-107192

ALTA Commitment 06-17-06

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B- PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 01330-107192

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Grant of Right of Way recorded August 17, 1973 [in Book 2614 at Page 368 as Reception No. 08049.](#)
10. Right-of-Way Easement as recorded in February 11, 1983 [in Book 3673 at Page 879 as Reception No. 00945266.](#)
11. Subdivision Improvements Agreements recorded March 25, 1986 [in Book 5144 at Page 476 as Reception No. 01373246](#) and recorded April 16, 1991 [in Book 5829 at Page 194 as Reception No. 02019302](#) and recorded December 23, 1993 [in Book 6342 at Page 1126 as Reception No. 002406424.](#)
12. Declaration of Protective Covenants recorded March 28, 1986 [in Book 5146 at Page 765 as Reception No. 01375105.](#)
13. Contract for Supply of Water recorded August 28, 1986 [in Book 5226 at Page 978 as Reception No. 01444770](#) and amendment thereto March 28, 1991 [in Book 5823 at Page 1453 as Reception No. 02014245](#) and Warranty Deed recorded January 5, 1995 [in Book 6586 at Page 824 as Reception No. 095001153.](#)

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ALTA Commitment 06-17-06

Page 4 of 5



COMMITMENT FOR TITLE INSURANCE SCHEDULE B- PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

14. Easement recorded April 9, 1991 [in Book 5827 at Page 933 as Reception No. 02017774](#).
15. All matters shown on the plat of Sage Creek South, Filing No. 3 recorded April 16, 1991 [in Book E4 at Page 172 as Reception No. 2019303](#).
16. Resolution No. 90-269, Land Use-94 recorded April 22, 1994 [in Book 6430 at Page 1275 as Reception No. 094056108](#).
17. Resolution No. 90-218, Land Use-79 recorded May 23, 1994 [in Book 6451 at Page 1166 as Reception No. 094070962](#).
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19. Resolution No. 95-274, Transportation-14, recorded August 23, 1995 [in Book 6709 at Page 780 as Reception No. 095087278](#).
20. Resolution No. 86-197, Land Use-88 recorded November 20, 1995 [in Book 6768 at Page 223 as Reception No. 095125254](#).
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Note: Certificate of Non-Compliance recorded June 16, 2017 [as Reception No. 217070426](#).

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ALTA COMMITMENT FOR TITLE INSURANCE

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ALTA Commitment Form 6-17-06

File No.: 01330-107192

AMERICAN
LAND TITLE
ASSOCIATION



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- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
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- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. That there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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Stewart Title Companies

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The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ request insurance-related services ■ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at:* **Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056**

Recorded at
Reception No.

094-16931-2

RECORDED AM 8:50

Recorder.

BOOK PAGE
6577 345

WARRANTY DEED

THIS DEED, Made this 12TH day of DECEMBER, 1994 between
ALICE MC LEOD
of the County of EL PASO and State of COLORADO, grantor, and
JERRY A. WATERS

whose legal address is 6380 MURR ROAD,
COLORADO SPRINGS, PEYTON 80831
of the County of EL PASO and State of PEYTON, grantees:

STATE DOCUMENTARY

DEC 15 1994

FEE 10.17

WITNESS, that the grantor, for and in consideration of the sum of ONE HUNDRED ONE THOUSAND SEVEN HUNDRED AND 00/100ths DOLLARS, (\$101,700.00), 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 grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the County of EL PASO, and State of Colorado, described as follows:

LOT 12 IN AMENDED SAGECREEK SOUTH, FILING NO. 3, COUNTY OF EL PASO, STATE OF COLORADO. 43130-01-021

also known by street and number as 6380 MURR ROAD, COLORADO SPRINGS, PEYTON 80831.

TOGETHER with all and singular the hereditaments and appurtenances thereunto 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, 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 the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the enrolling 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 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 for taxes for the current year, a lien but not yet due or payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any, EXCEPT DEED OF TRUST FOR THE BENEFIT OF GREYSTONE FINANCIAL NETWORK, INC. A WYOMING CORPORATION RECORDED NOVEMBER 22, 1993, IN BOOK 6314 AT PAGE 1472. ASSIGNMENT OF ABOVE DEED OF TRUST TO DIRECTORS MORTGAGE LOAN CORPORATION RECORDED NOVEMBER 23, 1993 IN BOOK 6314 AT PAGE 1477. given to secure a promissory note, the balance of which the grantee(s) hereby agree(s) to assume and pay.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their 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, the plural the singular, and the use of any gender shall be applicable to all genders. IN WITNESS WHEREOF the grantor has executed this deed on the date set forth above.

Alice McLeod
ALICE MCLEOD

STATE OF COLORADO
COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 12TH day of DECEMBER, 1994 by ALICE MCLEOD

My commission expires: 02-28-96

Witness my hand and official seal

Notary Public

11 22 1993

Recorded at 002389683 93 NOV 22 AM 9:05
 Reception No. o'clock M. Recorder ARDIS H. SCHMITT
 EL PASO COUNTY CLERK & RECORDER BOOK PAGE
 6314 1471

WARRANTY DEED

THIS DEED, Made this 2nd day of November, 1993, between
 SADDLEBACK, LTD., A COLORADO CORPORATION DBA SAGE CREEK
 HOMES, LTD.
 of the County of EL PASO and State of COLORADO, grantor, and

ALICE MCLEOD

whose legal address is 6380 MURR ROAD, PEYTON, COLORADO 80831
 of the County of EL PASO and State of COLORADO, grantee:

STATE DOCUMENTARY

NOV 22 1993

FEE 8.88

WITNESSETH, That the grantor, for and in consideration of the sum of EIGHTY-EIGHT THOUSAND SEVEN HUNDRED NINETY AND 00/100ths DOLLARS, (\$88,790.00), 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, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of EL PASO, and State of Colorado, described as follows:

LOT 12 IN AMENDED SAGECREEK SOUTH, FILING NO. 3, COUNTY OF EL PASO, STATE OF COLORADO

NO SECURITY TRANSFER
 REGISTRATION RECEIVED

DOC FEE \$8.88
 E51818
 93K2294

also known by street and number as 6380 MURR ROAD, PEYTON, COLORADO 80831

TOGETHER with all and singular the hereditaments and appurtenances thereunto 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, 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 the appurtenances, unto the grantee, his heirs and assigns forever And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the sealing and delivery of these presents, he is well seised 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 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 for taxes for the current year, a lien but not yet due or payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any,.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, 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, the plural the singular, and the use of any gender shall be applicable to all genders.
 IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SADDLEBACK, LTD., A COLORADO CORPORATION
 DBA SAGE CREEK HOMES, LTD. by

C.M. MCALLISTER, VICE-PRESIDENT

STATE OF COLORADO
 COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 2nd day of November, 1993, by
C.M. MCALLISTER as VICE-PRESIDENT

SADDLEBACK, LTD., A COLORADO CORPORATION DBA SAGE CREEK HOMES, LTD.
39-93 Witness my hand and official seal.



Connie A. Riggins
 Notary Public