

Issued By

Warranty Title, Inc.

(Member's Name)

5525 N Union Blvd, Suite 200 , Colorado
Springs Colorado 80918

(Address)

(719) 578-7878

(Telephone)



Attorneys
Title Guaranty
Fund, Inc.



ALTA Commitment Form (6/17/2006)

COMMITMENT FOR TITLE INSURANCE

Issued by

Attorneys Title Guaranty Fund, Inc.

Attorneys Title Guaranty Fund, Inc., a Colorado corporation (the "Company"), for 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 the 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.

Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given that an ALTA Closing Protection Letter is available to the consumers identified in this commitment and will be provided to said consumer upon request and payment of any applicable fee.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.

A handwritten signature in black ink, appearing to read "Eric R. Morgan".

ERIC R. MORGAN
PRESIDENT

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS COMMITMENT, CONTACT:
Gregory M. Olson, 5525 N Union Blvd, Suite 200 , Colorado Springs Colorado 80918, Phone: (719)
578-7878, Fax: (719) 314-0778

PC201812014608



COMMITMENT NO. PC201812014608 File No. WT180102

SCHEDULE A

1. Effective Date: 11/28/2018 at 7:45 A.M.

2. Policy or Policies to be issued: Premium

A. ALTA Owner's Policy (06/17/06), Amount
Proposed Insured:

Certificate of Taxes Due	\$
Endorsements:	\$0.00
Additional Charges:	\$
Total	\$ 0.00

3. The estate or interest in the land described or referred to in this Commitment and covered herein is vested in

4. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple

5. The land referred to in this Commitment is situate in the county of EL PASO, State of Colorado and is described as follows:

See Schedule C attached hereto.

For informational purposes only, the property address is: 8910 Ute Rd. and 5650 Winnemucca Rd., Cascade, Colorado 80809

Gregory M. Olson
 Authorized Officer or Agent
2636
 Member Number

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS COMMITMENT, CONTACT:
Gregory M. Olson, 5525 N Union Blvd, Suite 200 , Colorado Springs Colorado 80918, Phone: (719) 578-7878, Fax: (719) 314-0778

Commitment Number: PC201812014608

**THIS COMMITMENT IS ISSUED SUBJECT TO THE STATEMENT OF TERMS,
CONDITIONS AND STIPULATIONS ATTACHED**

COMMITMENT NO. PC201812014608 FILE No. WT180102

SCHEDULE B - Section 1 - Requirements

The following are the requirements to be complied with:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums 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 Commitment 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.
- e. Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.
- f. A Certification of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or an authorized agent (pursuant to Senate Bill 92-143, CRS 10-11-122).
- g. Receipt by the Company of the appropriate affidavit as to new construction and indemnifying the Company against any unfiled materialmen's or mechanic's liens.
- h. This commitment is being provided for platting reasons only and no policy will be issued.

Note: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22.604.5 (non-resident withholding).

Note: Effective September 1, 1997, C.R.S. §30-10-406 requires that 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 inch. The clerk and recorder may refuse to record or file any document that does not conform.

Note: All conveyances (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This Declaration must be completed and signed by the grantor (seller) or grantee (buyer).

COMMITMENT NO. PC201812014608 FILE No. WT180102

SCHEDULE B - Section 2 - Exceptions

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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. 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 for value of record the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Upon compliance with underwriting requirements, exceptions numbered NONE will be omitted from the Final Policy to be issued hereunder.

6. Any and all notes, easements and recitals as disclosed on the plat of The Ute Pass Summer Homes Co Subdivision No. 1 recorded May 14, 1921.
7. Deed of Trust from Donald J. Zytka and Eileen F. Zytka, to the Public Trustee of the county in which the property is located, for the benefit of Universal Lending Corporation, securing an original principal indebtedness of \$ 411,134.00, and any other amounts and/or obligations dated July 5, 2016, recorded on July 12, 2016 at Reception No. 216076607.
8. Any and all notes, easements and recitals as disclosed on the plat of Lot 92 and 93, Ute Pass Summer Homes Company Subdivision No. 1 Amended Plat recorded To Be Determined.
9. Deed of Trust from Kyla Rae Walstad and Robert E. Walstad, to the Public Trustee of the county in which the property is located, for the benefit of First Federal Bank of Kansas City, securing an original principal indebtedness of \$ 365,000.00, and any other amounts and/or obligations dated June 27, 2018, recorded on June 28, 2018 at Reception No. 218074495.
10. Taxes for 2018 and subsequent years only, not yet due or payable.
11. Terms, conditions, provisions, obligations and agreements of Easement between Donald J. Zytka and Eileen F. Zytka to Eric C. Windesheim and Colleen L. Stiles, recorded June 22, 2018 at Reception No. 218071722..
12. Terms, conditions, provisions, obligations and agreements of Easement between Eric C. Windesheim and Colleen L. Stiles and Donald J. Zytka and Eileen F. Zytka , recorded June 22, 2018 at Reception No. 218071723..

The Owner's policy to be issued hereunder will contain, in addition to the items set forth in Schedule B - Section 2, the following items: (1) the mortgage, if any, required under Schedule B - Section 1, Item (c); (2) unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; (3) any and all unpaid taxes, assessments and unredeemed tax sales.

Note: Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H requires that every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

COMMITMENT NO. PC201812014608 FILE No. WT180102

SCHEDULE B - Section 2 - Exceptions

Note: Exception 4 of Schedule B, Section 2 of this Commitment may be deleted from the policy(s) to be issued hereunder 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 may have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 13 months.
- C. The company must receive payment of premium and the appropriate affidavit(s) indemnifying the company against mechanic's and materialmen's liens not filed.
- D. Any deviations from conditions A through C above is subject to such additional requirements or information as the company may deem necessary, or, at its option, the company may refuse to delete the exception.

Note: The following disclosures are hereby made pursuant to §C.R.S. 10-11-122

- i. The subject property may be located in a special taxing district
- ii. A Certificate of Taxes Due listing each tax jurisdiction shall be obtained from the county treasurer of the county treasurer's authorized agent
- iii. 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: If there is recorded evidence that one or more mineral estates has been severed, leased or otherwise conveyed from the surface estate of the subject property described in Schedule A of this Commitment, there is a substantial likelihood that a third party holds some or all of the ownership interest in oil, gas or other minerals or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the surface of the subject property without the surface owner's permission.



Attorneys
Title Guaranty
Fund, Inc.

Privacy Policy

ATGF's Commitment to Privacy

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, we may collect personal information about you from the following sources:

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

We are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to non-public personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

Changes to this Privacy Policy

This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website.

SCHEDULE C

File #: WT180102

Lot 92, The Ute Pass Summer Homes Company Subdivision No. 1 Amended Plat, County of El Paso, State of Colorado, Commonly Known as 5650 Winnemucca Way, Cascade, CO.
(Owned by Donald J. Zytka and Eileen F. Zytka)

Lot 93, Ute Pass Summer Homes Company Subdivision No. 1 Amended Plat, County of El Paso, State of Colorado, Commonly Known as 8910 Ute Rd., Cascade, CO.
(Owned by Robert E. Walstad and Kyla Rae Walstad)

See Attached Lot 92 and 93, Ute Pass Summer Homes Company Subdivision No. 1 Amended Plat.



12365 Huron Street, Suite 400 • Westminster, CO 80234 • Phone: 303-839-5591 • Fax: 303-839-5592 • www.milehighresearch.com

TITLE SEARCH REPORT

CLIENT INFORMATION

Client: Warranty Title, Inc. **Effective Date:** 11/28/2018
Client File: **Subsequent Date:** 04/02/2018
Order Type: Update

PROPERTY INFORMATION

Owner(s) **Juds/Liens Found** **Buyer(s)/Other** **Juds/Liens Found**
Donald J. Zytka and Eileen F. Zytka

Property Address: 5650 Winnemucca Road **Parcel:**
County: El Paso **Schedule:** 8315306009
Legal Description: Lot 92, The Ute Pass Summer Homes Company Subdivision **Account:**
No. 1

ASSESSMENT INFORMATION

	[Actual Value]	Year
Land:	\$46,200.00	2017
Building:	\$280,559.00	2017
Other:		2017
TOTAL:	\$326,759.00	2017

TAX INFORMATION

	Status	Amount	Due Date
1st half	Paid	\$659.13	02/28/2018
2nd half	Open	\$659.13	06/15/2018
Other			
		\$1,318.27	Total Taxes
		\$659.13	Total Due

DOCUMENT HISTORY

DOCUMENT TYPE	RECORDED	RECEPTION	BOOK	PAGE	NOTES
1. WD	08/01/1978		3068	495	Included for reference, property searched 30 years.
2. DOT	07/12/2016	216076607			
3. EAS	06/22/2018	218071722			(Over Lot 92)
4. EAS	06/22/2018	218071723			(Over Lot 93)

REPORT COMMENTS: See attached new documents.

TITLE EXAMINER: Michael Grote
Report Created: 12/6/2018 5:04 PM

Chuck Broerman
06/22/2018 09:06:14 AM
Doc \$0.00 6
Rec \$38.00 Pages

El Paso County, CO



218071722

EASEMENT

This Easement is granted this 14 day of April, 2018 between Donald J. Zytka and Eileen F. Zytka, the Grantor(s), whose address is 5650 Winnemucca Rd Chippita Pr. CO 80809 0666, and Eric C. Windesheim and Colleen L. Stiles, the Grantee(s), whose address 8910 Ute Rd, Chippita Park, CO 80809.

WITNESSETH

The Grantor, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to the Grantee a non-revocable, non-exclusive, permanent easement (for the purpose(s) of ingress and egress from and to the public road known as Winnemucca Road to access Grantee's property described as Tract C below), on Grantor's property located at 5650 Winnemucca Road, El Paso County, Colorado, described as:

TRACT "A" (Servient Estate)

Lot 92, UTE PASS SUMMER HOMES COMPANY SUBDIVISION NO. 1, EL PASO COUNTY, COLORADO,

which easement shall be over the following described portion of Grantor's said property:

TRACT "B "

a tract over a portion of Lot 92, UTE PASS SUMMER HOMES COMPANY SUBDIVISION NO. 1, EL PASO COUNTY, COLORADO, which Tract "B" is more specifically described as set forth in Easement **Exhibit "A"** attached hereto and incorporated herein by this reference and is depicted on the drawing attached hereto and incorporated herein as Easement **Exhibit "B"**. In the event of any conflict between the description in Easement **Exhibit "A"** and the drawing attached as Easement **Exhibit "B"**, the description in Easement **Exhibit "A"** shall control.

This easement does not include the right to enlarge the encroaching improvements either on the easement area or other portions of Tract "A" or to change the type or character of use of the easement. This easement is appurtenant to, and shall run with the title to the following described Tract "C" and may not be transferred, assigned or conveyed apart or separately from such dominant estate. The provisions of this Easement are binding upon Grantor and Grantee and the heirs, assigns, successors and personal representatives of said owner(s) of the dominant and servient estates, subject to the provisions hereof:

TRACT "C"
(Dominant Estate)

Lot 93, UTE PASS SUMMER HOMES COMPANY SUBDIVISION NO. 1, EL PASO COUNTY, COLORADO

This easement is subject to all liens, encumbrances, easements, reservations, conditions, covenants and restrictions presently of record, and is subject to any applicable zoning ordinances and other applicable government statutes, ordinances, resolutions, rules and regulations. Grantor furthermore expressly reserves the right to use the easement area for ingress and egress and access purposes for the benefit of the servient estate provided such use does not unreasonably interfere with use of the easement by the owner of said dominant estate. Grantor shall maintain the access easement, and may at Grantee's option pave the easement. No structures or landscaping shall be placed on the surface of the easement area.

Except as expressly granted in this Easement, Grantee waives and releases any claim of prescriptive easement, equitable easement, easement of right and necessity, implied easement, private right of condemnation, and any other claim for an easement in, over, or under, or license to use Tract "A, or any part thereof, and waives any claim based on adverse possession or the boundary line statutes to any right, title or interest to any part of Grantor's said property.

Grantee (and subsequent successors and assigns of Grantee and holders of the easement) hereby indemnifies and holds Grantor, and Grantor's successors and assigns, harmless from any claims, damages, or liability for personal injury to Grantee or any third party invitee of Grantee occurring on the easement area or due to the condition of or activities on the easement area by Grantee or any third party invitee of Grantee, and from property damage to Grantee or any third party occurring on the easement area, such claims, damages, or liability to include, but not be limited to, attorneys fees and court costs. Whenever a transfer shall occur of fee simple ownership of the dominant estate, the transferor shall have no liability for any breach of any covenant contained herein occurring after such transfer.

Grantee(s):

Grantor(s):

Eric C. Windesheim

Name: Eric C. Windesheim

Donald J. Zytka

Name: Donald J. Zytka

Colleen L. Stiles

Name: Colleen L. Stiles

Eileen F. Zytka

Name: Eileen F. Zytka

State of Colorado)
County of El Paso) ss.

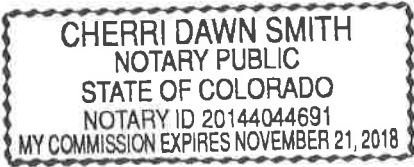
The foregoing instrument was acknowledged before me this 14th day of April, 2018, by Donald J. Zytka and Eileen F. Zytka.

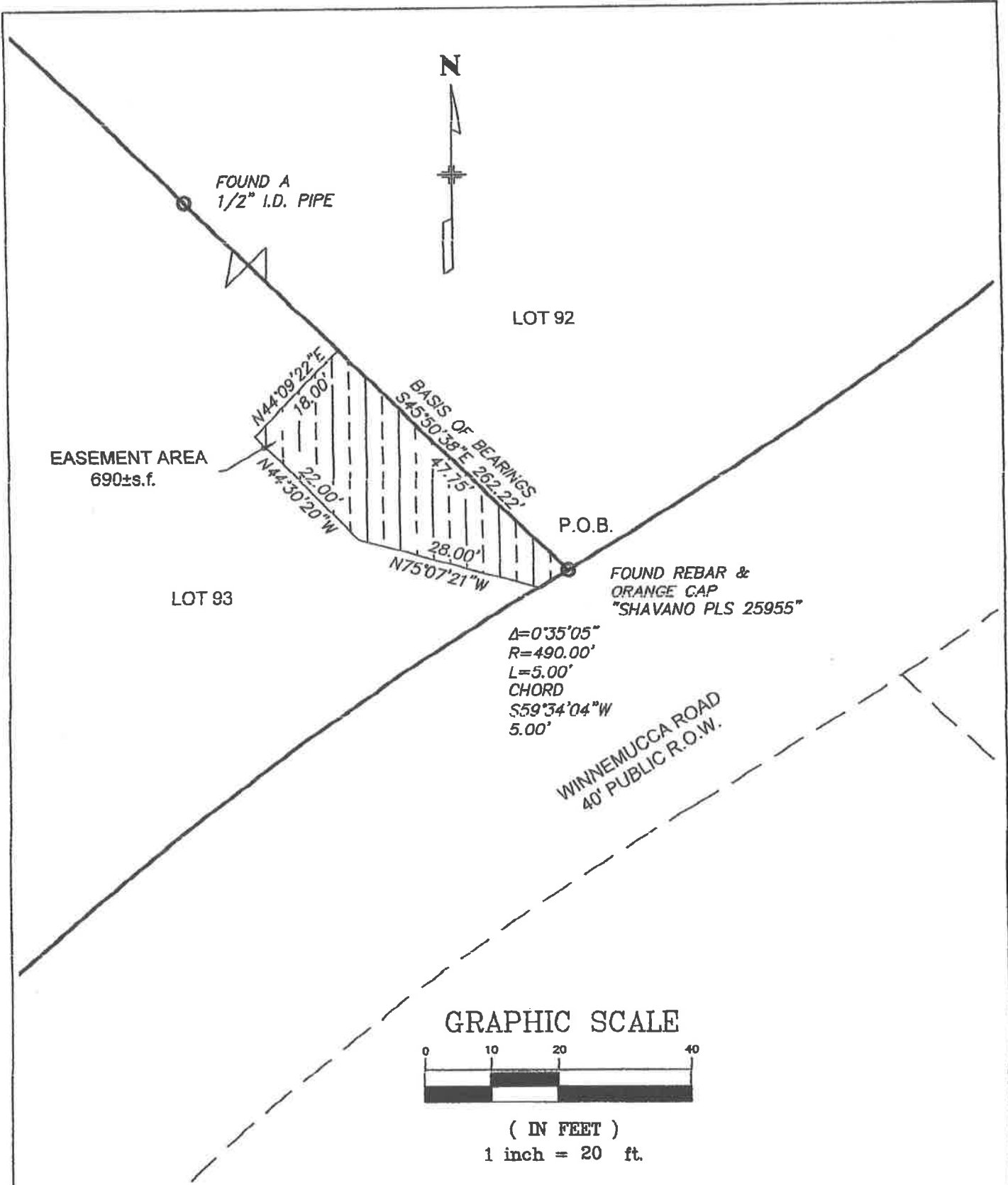
Witness my hand and seal.

My Commission expires: Nov 21, 2018

Cherri Dawn Smith

Notary Public



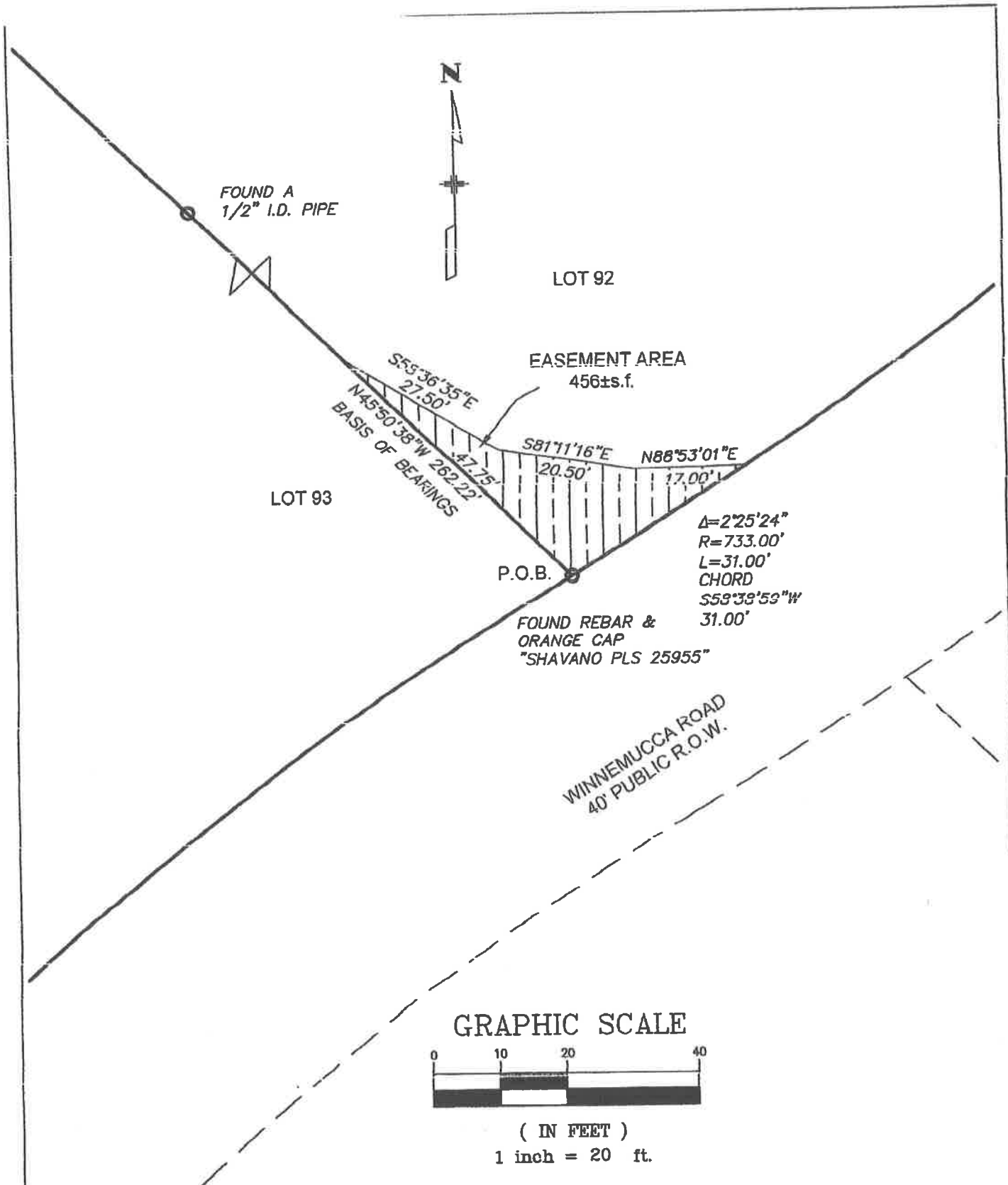


EASEMENT EXHIBIT C
LOT 93
UTE PASS SUMMER HOMES FIL 1
STILES-WINDESHEIM / ZYTKA

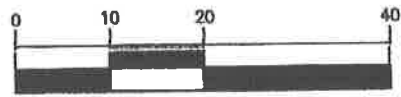
DRW: ZYTKA
SCALE: 1"=20'
DATE: 10/14/11
DRAIN: K10
CHECKED:
PROJECT: 10018

LWA LAND SURVEYING, INC.
2906 BEACON STREET
COLORADO SPRINGS, CO 80907
TELEPHONE (719) 636-5179 FAX (719) 636-5199

REVISIONS:



GRAPHIC SCALE



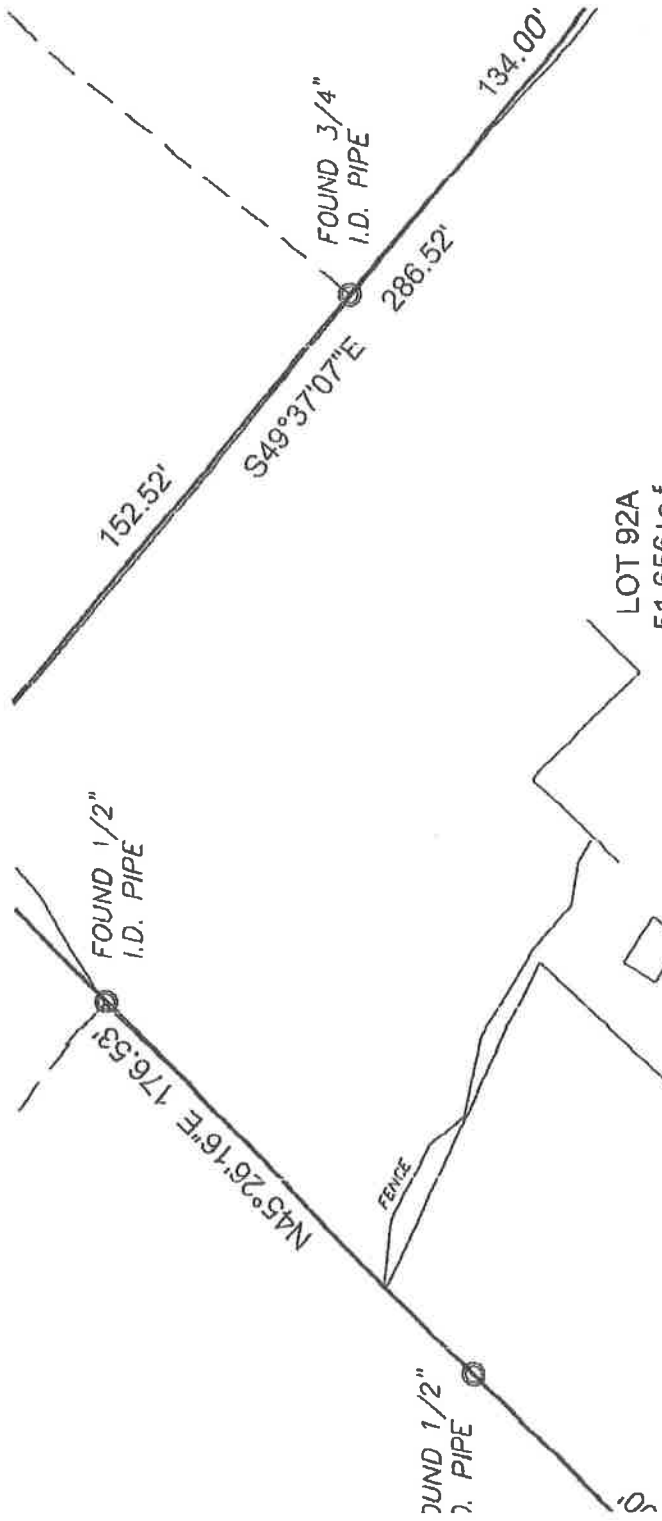
(IN FEET)
1 inch = 20 ft.

EASEMENT EXHIBIT C
LOT 92
 UTE PASS SUMMER HOMES FIL 1
 ZYTKA / STILES-WINDESHEIM

DRW: ZYTKA
 SCALE: 1"=20'
 DATE: 10/13/10
 DRAWN: JSD
 CHECKED:
 PROJECT: 18005

LWA LAND SURVEYING, INC.
 2906 BEACON STREET
 COLORADO SPRINGS, CO 80907
 TELEPHONE (719) 636-5179 FAX (719) 636-5199

REVISIONS:



LOT 92A
51,656±s.f.
1.186±ac.

$\Delta=13^{\circ}54'08''$
 $R=733.00'$
 $L=177.86'$
 CHORD
 $N52^{\circ}54'35''E$
 177.42'

PROPOSED EASEMENT
ZTYKA TO WINDESHEIM

PROPOSED EASEMENT
WINDESHEIM TO ZTYKA

NEW LOT LINE

FRIDGE

'53"
3'
1'
9"W

LOT 93A
54,896±s.f.
1.250±ac.

Chuck Broerman
06/22/2018 09:06:14 AM
Doc \$0.00 6
Rec \$38.00 Pages

El Paso County, CO



218071723

EASEMENT

This Easement is granted this day of April 14, 2018 between Eric C. Windesheim and Colleen L. Stiles, the Grantor(s), whose address is 8910 Ute Rd., Chipita Park, CO 80809-0666, and Donald J. Zytka and Eileen F. Zytka, the Grantee(s), whose address is 5650 Winnemucca Rd. Chipita Park, CO 80809-0666

WITNESSETH

The Grantor, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to the Grantee a non-revocable, non-exclusive, permanent easement (for the purpose(s) of ingress and egress from and to the public road known as Winnemucca Road to access Grantee's property described as Tract C below), on Grantor's property located at 8910 Ute Road, El Paso County, Colorado, described as:

TRACT "A"
(Servient Estate)

Lot 93, UTE PASS SUMMER HOMES COMPANY SUBDIVISION NO. 1, EL PASO COUNTY, COLORADO,

which easement shall be over the following described portion of Grantor's said property:

TRACT "B "

a tract over a portion of Lot 93, UTE PASS SUMMER HOMES COMPANY SUBDIVISION NO, 1, EL PASO COUNTY, COLORADO, which Tract "B" is more specifically described as set forth in Easement Exhibit "A" attached hereto and incorporated herein by this reference and is depicted on the drawing attached hereto and incorporated herein as Easement Exhibit "B". In the event of any conflict between the description in Easement Exhibit "A" and the drawing attached as Easement Exhibit "B," the description in Easement Exhibit "A" shall control,

This easement does not include the right to enlarge the encroaching improvements either on the easement area or other portions of Tract "A" or to change the type or character of use of the easement. This easement is appurtenant to, and shall run with the title to the following described Tract "C" and may not be transferred, assigned or conveyed apart or separately from such dominant estate. The provisions of this Easement are binding upon Grantor and Grantee and the heirs, assigns, successors and personal representatives of said owner(s) of the dominant and servient estates, subject to the provisions hereof.

TRACT "C"
(Dominant Estate)

Lot 92, UTE PASS SUMMER HOMES COMPANY SUBDIVISION NO.1, EL PASO COUNTY, COLORADO

This easement is subject to all liens, encumbrances, easements, reservations, conditions, covenants and restrictions presently of record, and is subject to any applicable zoning ordinances and other applicable government statutes, ordinances, resolutions, rules and regulations. Grantor furthermore expressly reserves the right to use the easement area for ingress and egress and access purposes for the benefit of the servient estate provided such use does not unreasonably interfere with use of the easement by the owner of said dominant estate. Grantee shall maintain the access easement, and may at Grantor's option pave the easement. No structures or landscaping shall be placed on the surface of the easement area.

Except as expressly granted in this Easement, Grantee waives and releases any claim of prescriptive easement, equitable easement, easement of right and necessity, implied easement, private right of condemnation, and any other claim for an easement in, over, or under, or license to use Tract "A, or any part thereof, and waives any claim based on adverse possession or the boundary line statutes to any right, title or interest to any part of Grantor's said property.

Grantee (and subsequent successors and assigns of Grantee and holders of the easement) hereby indemnifies and holds Grantor, and Grantor's successors and assigns, harmless from any claims, damages, or liability for personal injury to Grantee or any third party invitee of Grantee occurring on the easement area or due to the condition of or activities on the easement area by Grantee or any third party invitee of Grantee, and from property damage to Grantee or any third party occurring on the easement area, such claims, damages, or liability to include, but not be limited to, attorney's fees and court costs. Whenever a transfer shall occur of fee simple ownership of the dominant estate, the transferor shall have no liability for any breach of any covenant contained herein occurring after such transfer.

Grantor(s):

Grantee(s):

Name: Eric C. Windesheim

Name: Donald J. Zytka

Name: Colleen L. Stiles

Name: Eileen F. Zytka

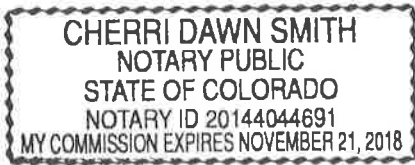
State of Colorado)
County of El Paso) ss.

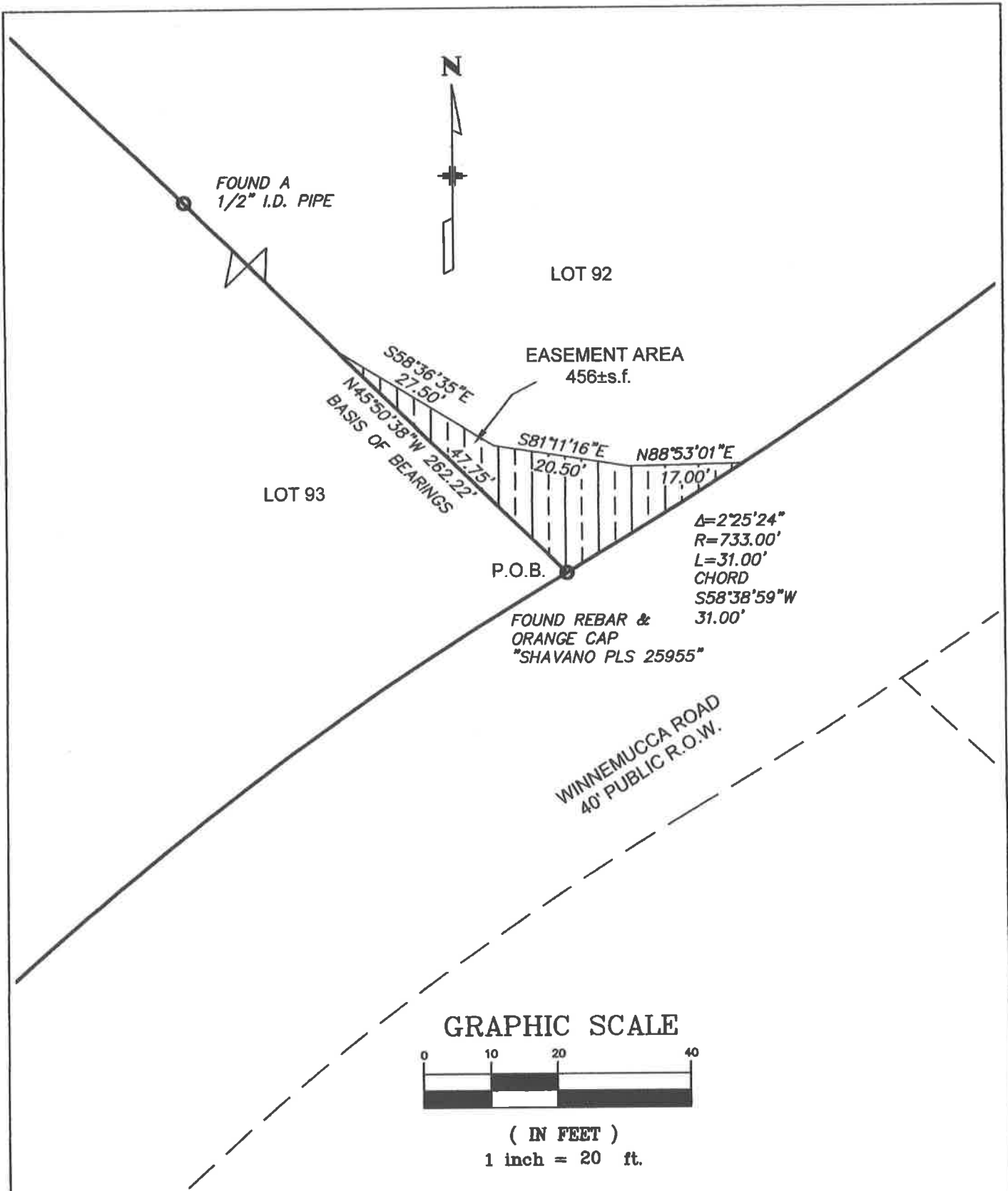
The foregoing instrument was acknowledged before me this 14th day of April, 2018, by Donald J. Zytka and Eileen F. Zytka

Witness my hand and seal.

My Commission expires: Nov 21, 2018

Notary Public



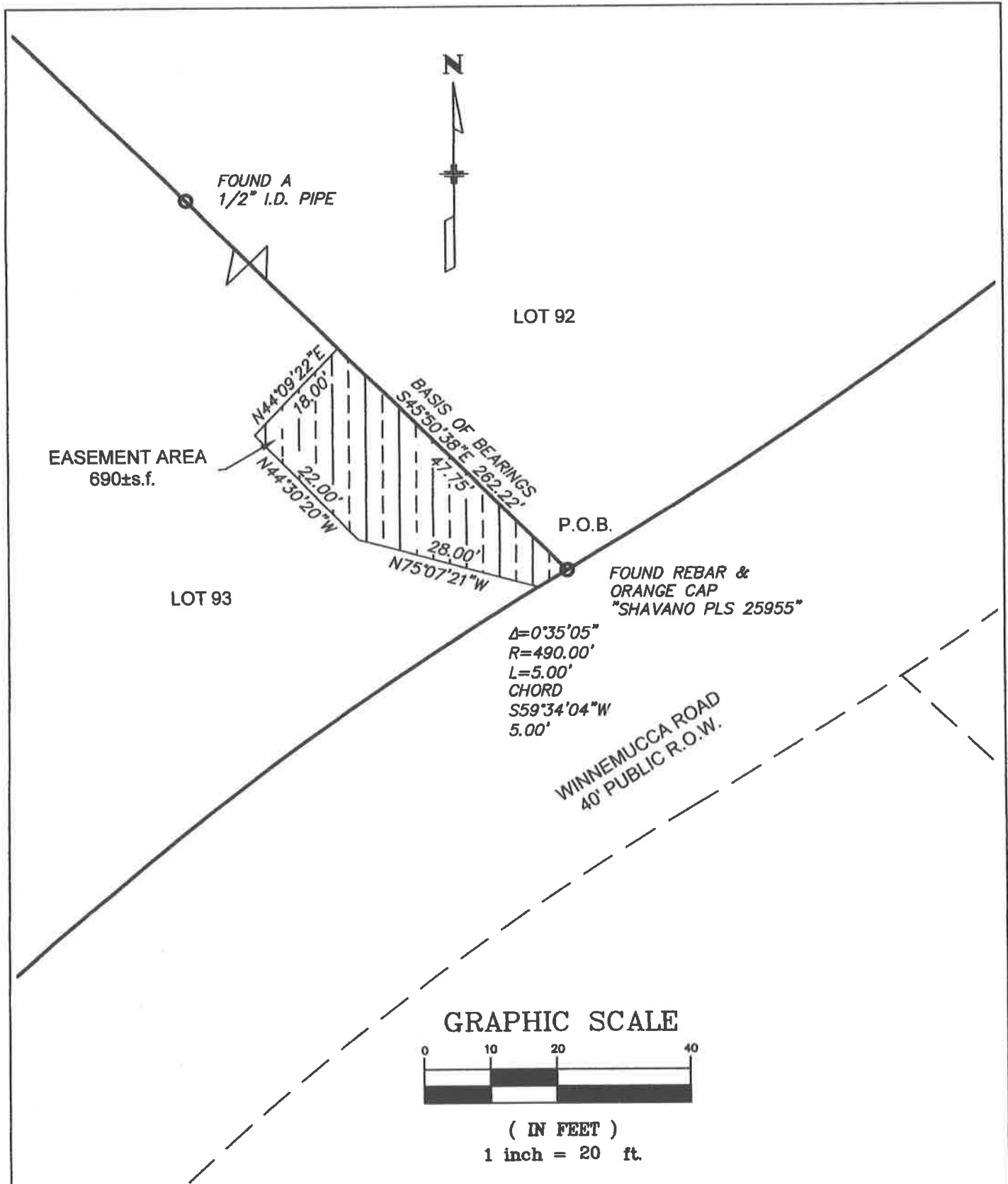


EASEMENT EXHIBIT C
 LOT 92
 UTE PASS SUMMER HOMES FIL 1
 ZYTKA / STILES-WINDESHEIM

DRW: ZYKA
 DATE: 1-07
 DATE: 10/13/00
 DRAWN: HSD
 CHECKED:
 PROJECT: 9906

LWA LAND SURVEYING, INC.
 2906 BEACON STREET
 COLORADO SPRINGS, CO 80907
 TELEPHONE (719) 636-5179 FAX (719) 636-5199

REVISIONS:

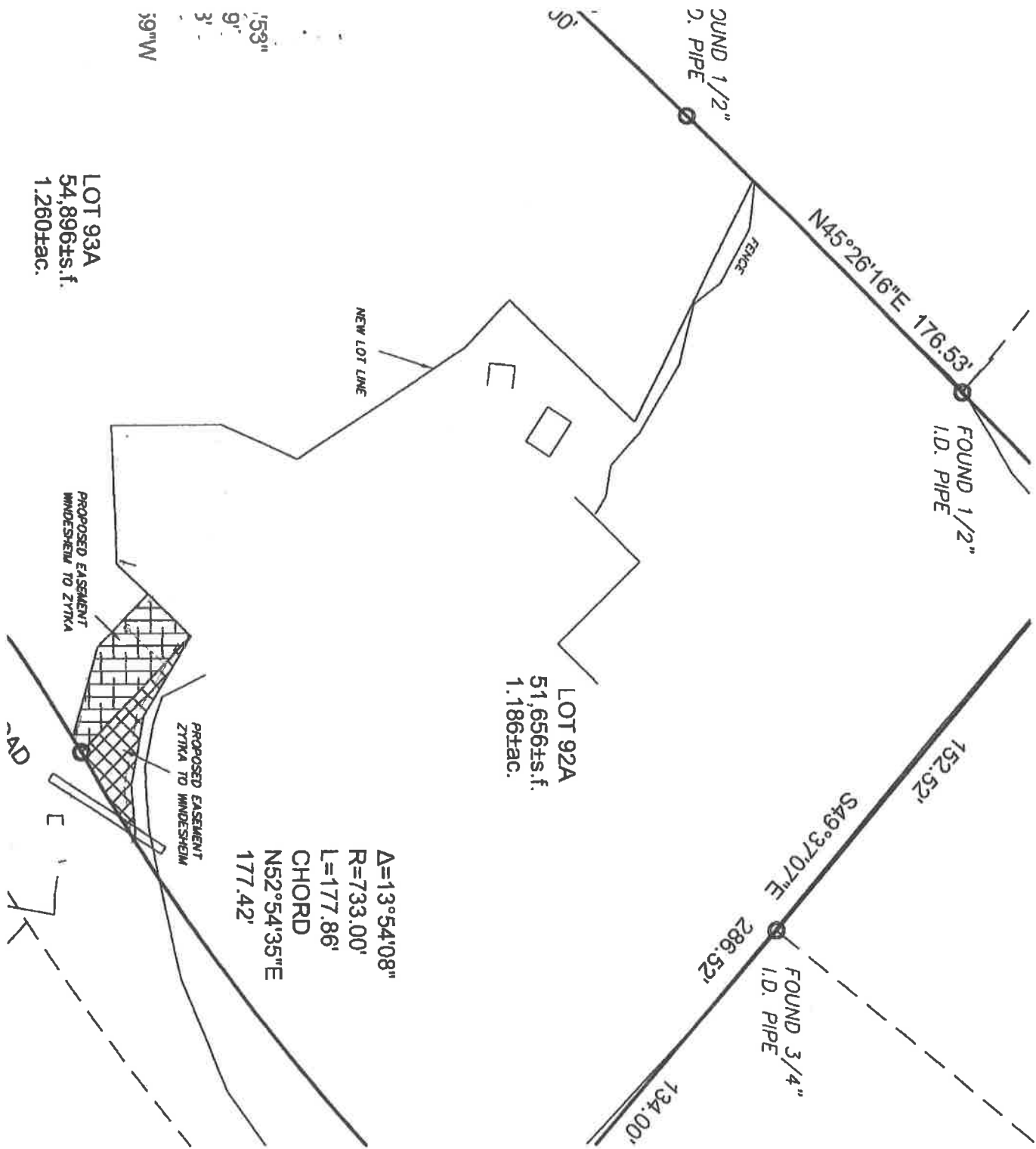


EASEMENT EXHIBIT C
LOT 93
UTE PASS SUMMER HOMES FIL 1
STILES-WINDESHEIM / ZYTKA

VED ZYKA
SCALE 1"=50'
DATE 12/14/95
DRAWN RSD
CHECKED
PROJECT 1000

LWA LAND SURVEYING, INC.
2906 BEACON STREET
COLORADO SPRINGS, CO 80907
TELEPHONE (719) 636-5179 FAX (719) 636-5199

REVISIONS:



LOT 92A
51,656±s.f.
1.186±ac.

LOT 93A
54,896±s.f.
1.260±ac.

$\Delta=13^{\circ}54'08''$
 $R=733.00'$
 $L=177.86'$
 CHORD
 $N52^{\circ}54'35''E$
 $177.42'$

153"
9"
3"
19"W

CUND 1/2"
D. PIPE

$N45^{\circ}26'16''E$ 176.53'

FOUND 1/2"
I.D. PIPE

152.52'

$S49^{\circ}37'07''E$

286.52'
FOUND 3/4"
I.D. PIPE

134.00'

NEW LOT LINE

FENCE

PROPOSED EASEMENT
WINDSHEIM TO ZYTKA

PROPOSED EASEMENT
ZYTKA TO WINDSHEIM

ROAD



12365 Huron Street, Suite 400 • Westminster, CO 80234 • Phone: 303-839-5591 • Fax: 303-839-5592 • www.milehighresearch.com

OWNER AND ENCUMBRANCE REPORT

CLIENT INFORMATION

Client: Warranty Title, Inc. **Effective Date:** 11/28/2018
Client File: **Subsequent Date:** 04/02/2018
Order Type: Update

PROPERTY INFORMATION

Owner(s) **Juds/Liens Found** **Buyers/Other** **Juds/Liens Found**
Robert E. Walstad and Kyla Rae Walstad Eric C. Windesheim and Colleen L. Stiles,
prior owners

Property Address: 8910 Ute Road **Parcel:**
County: El Paso **Schedule:** 8315306010
Legal Description: Lot 93, Ute Pass Summer Homes Company Subdivision No. **Account:**
1

DOCUMENT HISTORY

DOCUMENT TYPE	RECORDED	RECEPTION	BOOK	PAGE	NOTES
1. WD	11/06/2012	212132191			
2. DOT	11/06/2012	212132192			Released 7/6/18 @ 218077744
3. WD	06/28/2018	218074494			
4. DOT	06/28/2018	218074495			

REPORT COMMENTS:

TITLE EXAMINER: Michael Grote
Report Created: Fri Dec 07 01:43:06 GMT 2018

The information contained in this title search report contains confidential information intended only for the use of the intended recipient. The title search report is being delivered to you solely for your benefit and may not be relied upon by any other party or person without our prior written consent. Any dissemination or distribution of the information contained in the title search report is strictly prohibited.

After Recording Return to:
Robert E. Walstad and Kyla Rae Walstad
8910 Ute Road
Cascade, CO 80809

Doc Fee: \$41.50

WARRANTY DEED

This Deed, made June 27, 2018

Between **Eric C. Windesheim and Colleen L. Stiles** of the County El Paso, State of COLORADO, grantor(s) and **Robert E. Walstad and Kyla Rae Walstad**, as Joint Tenants whose legal address is 8910 Ute Road, Cascade, CO 80809 County of El Paso, and State of COLORADO, grantee.

WITNESS, That the grantor, for and in the consideration of the sum of **FOUR HUNDRED FIFTEEN THOUSAND DOLLARS AND NO/100'S (\$415,000.00)** 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, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of El Paso, State of COLORADO described as follows:

Lot 93, Ute Pass Summer Homes Company Subdivision No. 1,
County of El Paso, State of Colorado.

also known by street and number as **8910 Ute Road, Cascade, CO 80809**

TOGETHER with all and singular 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 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 ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature so ever, except for taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 (Title Review) of the contract dated May 27, 2018, between the parties.

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 on the date set forth above.

SELLERS:

Eric C. Windesheim
Eric C. Windesheim

Colleen L. Stiles
Colleen L. Stiles by Eric C. Windesheim
By Eric C. Windesheim as Attorney In Fact
as Attorney in Fact

STATE OF **ARIZONA**
COUNTY OF **COCHISE**

} ss:

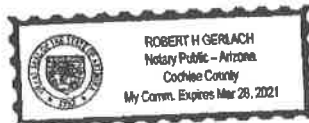
The foregoing instrument was acknowledged, subscribed and sworn to before me June 27th, 2018 by Eric C. Windesheim and Eric C. Windesheim as Attorney in Fact for Colleen L. Stiles.

Witness my hand and official seal.

Robert H. Gerlach
Notary Public
My Commission expires:

ESCROW NO. 598-R0535717-071-TT3
WDrev

HTC®



When recorded, return to:
First Federal Bank of Kansas City
Attn: Final Document Department
6900 Executive Drive
Kansas City, MO 64120

Title Order No.: 598-HO535717-071-TT3
Escrow No.: 598-HO535717-071-TT3
LOAN #: 181814360

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1006551-0000040398-8
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 June 27, 2018, together with all Riders to this document.
- (B) "Borrower" is KYLA RAE WALSTAD AND ROBERT E WALSTAD, WIFE AND HUSBAND, AS JOINT TENANTS.

whose address is 8910 Ute Road, Cascade, CO 80809.

Borrower is the trustor under this Security Instrument.
(C) "Lender" is First Federal Bank of Kansas City.

Lender is a Federal Savings Bank, organized and existing under the laws of Missouri.
Lender's address is 6900 Executive Drive, Kansas City, MO 64120.

- (D) "Trustee" is the Public Trustee of Johnson 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 June 27, 2018. The Note states that Borrower owes Lender THREE HUNDRED SIXTY FIVE THOUSAND AND NO/100* Dollars (U.S. \$365,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2048.
- (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.

HTC #2535717



LOAN #: 181814350

(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]:

- | | | |
|---|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> V.A. Rider | |
| <input type="checkbox"/> 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.

(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 of EL PASO

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

Lot 93, Ute Pass Summer Homes Company Subdivision No. 1,
County of El Paso, State of Colorado.
APN #: 83153-06-010

which currently has the address of 8910 Ute Road, Cascade,

[Street] [City]

Colorado 80809 ("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.



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BORROWER COVENANTS that Borrower is lawfully seized 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, instrumentally, 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, instrumentally, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall



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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.



LOAN #: 181814350

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



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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



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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



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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



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Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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

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.

[Signature]
KYLA RAE WALSTAD 6-27-18 (Seal)
DATE

[Signature]
ROBERT E WALSTAD 6-27-18 (Seal)
DATE

STATE OF COLORADO
County ss: El Paso

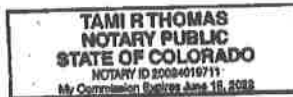
The foregoing instrument was acknowledged before me this 27th day of JUNE, 2018, by KYLA RAE WALSTAD AND ROBERT E WALSTAD.

Witness my hand and official seal.

My Commission Expires: 6-18-22

[Signature]
Notary Public

Lender: First Federal Bank of Kansas City
NMLS ID: 418693
Loan Originator: Rodney Adams
NMLS ID: 920289



Original Note and Deed of Trust Returned to: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
WHEN RECORDED RETURN TO: Wells Fargo Home Mortgage C/O Nationwide Title Clearing, Inc. 2100 Alt. 19 North Palm Harbor, FL 34683
Prepared/Received by: Wells Fargo Home Mortgage C/O Nationwide Title Clearing, Inc. 2100 Alt. 19 North Palm Harbor, FL 34683

REQUEST FOR FULL / PARTIAL

RELEASE OF DEED OF TRUST AND RELEASE BY HOLDER OF THE EVIDENCE OF DEBT WITHOUT PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO §38-39-102 (1) (a) AND (3), COLORADO REVISED STATUTES

Dated this 05th day of July in the year 2018 Date
ERIC C WINDESHEIM AND COLLEEN L STILES Original Grantor (Borrower)
8910 UTE RD CASCADE, CO 80809-1307 Current Address of Original Grantor, Assuming Party, or Current Owner
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR PEOPLES MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS Original Beneficiary (Lender)
09/28/2012 Date of Deed of Trust
11/06/2012 Date of Recording
EL PASO County Reception # 212132192 Recording Information
County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

TO THE PUBLIC TRUSTEE OF EL PASO COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that portion of the real property described as:
(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE.)

Pursuant to § 38-39-102 (3), Colorado Revised Statutes, in support of this Request for Release of Deed of Trust, the undersigned, as the holder of the evidence of debt secured by the Deed of Trust described above, or a Title Insurance Company authorized to request the release of a Deed of Trust pursuant to § 38-39-102 (3) (c), Colorado Revised Statutes, in lieu of the production or exhibition of the original evidence of debt with this Request for Release, certifies as follows:

- 1. The purpose of the Deed of Trust has been fully or partially satisfied.
- 2. The original evidence of debt is not being exhibited or produced herewith.
- 3. It is one of the following entities (check applicable box):


- a. The holder of the original evidence of debt that is a qualified holder, as specified in § 38-39-102 (3) (a), Colorado Revised Statutes, that agrees that it is obligated to indemnify the Public Trustee for any and all damages, costs, liabilities, and reasonable attorney fees incurred as a result of the action of the Public Trustee taken in accordance with this Request for Release;
- b. The holder of the evidence of debt requesting the release of a Deed of Trust without producing or exhibiting the original evidence of debt that delivers to the Public Trustee a Corporate Surety Bond as specified in § 38-39-102 (3) (b), Colorado Revised Statutes; or
- c. A Title Insurance Company licensed and qualified in Colorado, as specified in § 38-39-102 (3) (c), Colorado Revised Statutes, that agrees that it is obligated to indemnify the Public Trustee pursuant to statute as a result of the action of the Public Trustee taken in accordance with this Request for Release and that caused the indebtedness secured by the Deed of Trust to be satisfied in full, or in the case of a Partial Release, to the extent required by the holder of the indebtedness.

WELLS FARGO BANK, N.A. 2701 Wells Fargo Way, MAC X9901-LIR Minneapolis, MN 55467

Name and Address of the Current Holder of the Evidence of Debt Secured by Deed of Trust (Lender) or name and address of the Title Insurance Company Authorized to Request the Release of a Deed of Trust


Jessica Barreres VICE PRESIDENT LOAN DOCUMENTATION 2100 Alt 19 North, Palm Harbor, FL 34683

Name, Title and Address of Officer, Agent, or Attorney of Current Holder


JESSICA BARRERES
VICE PRESIDENT LOAN DOCUMENTATION

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 05th day of July in the year 2018, by Jessica Barreres as VICE PRESIDENT LOAN DOCUMENTATION of WELLS FARGO BANK, N.A., who, as such VICE PRESIDENT LOAN DOCUMENTATION being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.


CYNTHIA ALBANO
COMM EXPIRES: 08/01/2020

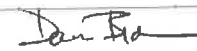

CYNTHIA ALBANO
Notary Public - State of Florida
My Comm. Expires August 1, 2020
Commission # G0081222

RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and
WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the holder of the evidence of debt or Title Insurance Company authorized to request the release of the Deed of Trust;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances thereto belonging.




Dana Bidlack July 06, 2018
Deputy Public Trustee

Loan Number 0432380376 WFHRC 403681534 C5 MIN 100060900009172186 MERS PHONE 1-888-679-6377 MERS Mailing Address: P.O. Box 2026
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