

EMPIRE TITLE OF COLORADO SPRINGS, LLC

5555 Tech Center Drive, Suite 110

Colorado Springs, CO 80919

Phone: 719-884-5300 Fax: 719-884-5304

December 04, 2019

Lisa M. Nelson and Benjamin L. Nelson

11340 Black Forest Road

Colorado Springs, Colorado 80908

blnynp@yahoo.com

PROPERTY ADDRESS: 11340 Black Forest Road, Colorado Springs, CO 80908

ORDER NO: 34980ECS

DEAR CUSTOMER:

ENCLOSED IS **2ND ENDORSEMENT 107.12** TO YOUR POLICY OF TITLE INSURANCE. THIS POLICY CONTAINS IMPORTANT INFORMATION ABOUT THE REAL ESTATE TRANSACTION YOU HAVE JUST COMPLETED AND IS YOUR GUARANTEE OF OWNERSHIP. PLEASE READ IT CAREFULLY AND RETAIN IT WITH YOUR OTHER VALUABLE PAPERS.

A COMPLETE AND PERMANENT FILE OF THE RECORDS CONCERNING YOUR TRANSACTION WILL BE MAINTAINED IN OUR OFFICE. THESE RECORDS WILL ASSURE PROMPT PROCESSING OF FUTURE TITLE ORDERS AND SAVE MUCH VALUABLE TIME SHOULD YOU WISH TO SELL OR OBTAIN A LOAN ON YOUR PROPERTY. VISIT OR CALL OUR OFFICE AND SIMPLY GIVE US YOUR PERSONAL POLICY FILE NUMBER SHOWN ABOVE.

WE APPRECIATE THE OPPORTUNITY TO SERVE YOU AND WILL BE HAPPY TO ASSIST YOU IN ANY WAY WITH YOUR FUTURE TITLE SERVICE NEEDS.

SINCERELY,
EMPIRE TITLE OF COLORADO SPRINGS, LLC

**COLORADO ENDORSEMENT 107.12
DATE DOWN OF POLICY**

Attached to and forming a part of
Policy No. **34980ECS/OP-3-4214271**
Issued by

Westcor Land Title Insurance Company

The effective Date of Policy is hereby changed from **October 13, 2017** to **November 18, 2019 at 7:30 a.m.**

The Company hereby insures:

1. That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the public records, affecting the estate or interest referred to in Schedule A, other than those shown in the policy, except:

**Resolution No. 18-105, El Paso County Board of County Commissioners, State of Colorado
recorded March 14, 2018 at Reception No. 218028980.**

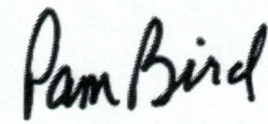
2. That, as shown by the public records, the title to the estate or interest referred to in Schedule A is vested in the vestees shown in Schedule A.

The total liability of the Company under said policy and any endorsement thereto shall not exceed in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

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

Dated: **December 04, 2019**

By:



Authorized Officer or Agent

Empire Title of Colorado Springs, LLC
5755 Mark Dabbling Blvd., Ste 110
Colorado Springs, CO 80919
Phone: 719-884-5300
Fax: 719-884-5304

Transmittal Information

Date: 07/24/2015
File No: 34980ECS
Property Address: 11340 Black Forest Road, Colorado Springs, CO 80908
Buyer\Borrower: Lisa M. Nelson and Benjamin L. Nelson
Seller: Falcon Crest, LLC.

For changes and updates please contact your Escrow officer(s):

Escrow Officer:
Kay Lynn Mathews
Empire Title of Colorado Springs, LLC
5755 Mark Dabbling Blvd., Ste 110
Colorado Springs, CO 80919
Phone: 719-884-5300
Fax: 719-884-5304
E-Mail: kaylynn@etcos.com

Title Officer:
Pamela Michalko
Empire Title of Colorado Springs, LLC
c/o ET Production Services, LLC

Escrow Processor:
Terry Muckenthaler
E-Mail: terry@etcos.com

Buyer:

Lisa M. Nelson and Benjamin L. Nelson
7906 Mount Hayden Drive
Colorado Springs, CO 80924

Seller:

Falcon Crest, LLC.
P.O Box 88208
Colorado Springs, CO 80908

Buyer's Agent:

NRT Colorado LLC, d/b/a Coldwell Banker
Residential Brokerage
2075 Research Parkway Ste. B
Colorado Springs, CO 80920
Attn: Alphie Hutmacher
Phone: 719-550-2500 Fax: 719-598-9469
Email: Alphie.Hutmacher@coloradohomes.com

Seller's Agent:

Keller Williams Partners Realty
1307 Aeroplaza Drive
Colorado Springs, CO 80916
Attn: Roy Hall
Phone: 955-1999 Fax: 877-853-5774
Email: royahall@yahoo.com

Buyer's Attorney:

Lender:

Navy Federal Credit Union
P.O. Box 3326
Merrifield, VA 22119
Phone: Fax:
Attn:
Email:

Seller's Attorney:

Mortgage Broker:

Phone: Fax:
Attn:
Email:



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

ISSUED BY
**WESTCOR LAND
TITLE INSURANCE COMPANY**

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

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

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

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

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

Issued By:

**Empire Title of Colorado Springs,
LLC**

5755 Mark Dabling Blvd., Suite 110
Colorado Springs, CO 80919
Phone: 719-884-5300

WESTCOR TITLE INSURANCE COMPANY

HOME OFFICE

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



By: Mary O'Donnell
President
Attest: Patricia H. Brown
Secretary

CONDITIONS AND STIPULATIONS

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

STANDARD EXCEPTIONS

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

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

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

Empire Title of Colorado Springs, LLC
As agent for
Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **July 07, 2016 at**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY \$ **\$480,000.00**

Proposed Insured: **Lisa M. Nelson and Benjamin L. Nelson**

B. ALTA 2006 LOAN POLICY \$ **\$488,400.00**

Proposed Insured: **Navy Federal Credit Union , its successors and/or assigns as their
interest may appear**

<i>Basic Owner's Policy</i>	\$ 1,494.00
<i>Simultaneous Loan Policy</i>	\$ 143.00
<i>Tax Certificate</i>	\$ 25.00
<i>Delete Except. 1-4(Lender) End</i>	\$ 20.00
<i>100 Restrictions Endorsement</i>	\$ 50.00
<i>8.1-Environmental Endorsement</i>	\$ 50.00
<i>OEC - Pln. Lang.End GFE#5</i>	\$ 50.00
Total:	\$ 1,832.00

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:
Falcon Crest, LLC.

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

The North 1/2 of the South 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 19, Township 12 South, Range 65 West of the 6th Principal Meridian, County of El Paso, State of Colorado.

For Informational Purposes Only: **11340 Black Forest Road, Colorado Springs, CO 80908**

Countersigned
Empire Title of Colorado Springs, LLC

By: _____

Pam Michalko

Pamela Michalko

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **July 07, 2016** at

The following requirements must be met:

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

(e) ~~Intentionall Deleted—Delivery to the Company for inspection and approval prior to closing, the following documents for Falcon Crest, LLC:~~

~~(1) Copy of the current Operating Agreement, and any and all amendments thereto, setting forth the name of the manager(s) or members, and their respective powers. NOTE: This item will not be recorded. This Commitment may be subject to additional Requirements and/or Exceptions upon receipt and review of this item.~~

- (f) Deed sufficient to convey fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, Item 2A.

NOTE: Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the legal address of the purchaser (not necessarily the same as the property address) be included on the face of the deed to be recorded.

NOTE: C.R.S.39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Statement of Authority for Falcon Crest LLC recorded June 4, 2014 at Reception No. 214047914 designates Ronald S. Lewis and/or Cynthia Rodgers as member.

- (g) Deed of Trust sufficient to encumber the fee simple estate or interest in the land described or referred to herein, for the benefit of the proposed insured.

- (h) Partial release by the Public Trustee of the County of El Paso of the Deed of Trust from Falcon Crest, LLC., for the use of Ronald S. Lewis and Cynthia Rodgers, to secure \$546,230.00 recorded April 18, 2013 at Reception No. 213050326.

FOR INFORMATIONAL PURPOSES ONLY:

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

Deed recorded December 1, 2014 as Reception No. 214109627.

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

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **July 07, 2016 at**

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Any interest which may have been acquired by the public reason of the Resolution of the Board of County Commissioners dated and recorded October 3, 1887 in Road Book A at Page 78, which provided that all section lines, township lines, and range lines on the public domain east of the range line dividing range lines 65 west and 66 west declared to be public highways of the width of 60 feet, being 30 feet on each side of said section lines, township lines, or range lines.**

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

Empire Title of Colorado Springs, LLC

Commitment No. **34980ECS**

Disclosures

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

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

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

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

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

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

Notice is hereby given that: (a) "Gap Protection" – When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and (b) "Mechanic's Lien Protection" – If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment, the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.