

File Number: 664994
 Print Date & Time: 8/8/2023 8:59 AM
 Escrow Officer: Norell Grandy
 Settlement Location: 13570 Northgate Estates Drive, suite 200
 Colorado Springs, CO 80921

Capital Title, LLC
13570 Northgate Estates Drive,
suite 200
Colorado Springs, CO 80921

Property Address: 5345 Apaloosa Drive Colorado Springs, Colorado 80923
 Lot 18, TEMPLETON HEIGHTS SUB, El Paso County, Colorado

Buyer: 6313001015
 Templeton Gap Development, LLC, a Colorado Limited Liability Company - 1280 S 800 E St. Ste 200, Orem, UT 84097

Seller: Howard Living Trust, dated July 29, 2008 and any amendments thereto - 5345 Apalossa Drive, Colorado Springs, CO 80923

Lender: Howard Living Trust, dated July 29, 2008 and any amendments thereto - 5345 Apalossa Drive, Colorado Springs, CO 80923

Settlement Date: 8/15/2023
 Disbursement Date: 8/15/2023
 Additional dates per state requirements: 8/15/2023

Description	Borrower/Buyer	
	Debit	Credit
Financial		
Sales Price of Property		
Deposit	\$1,850,000.00	
Prorations/Adjustments		\$45,000.00
County Taxes 1/1/2023 to 8/15/2023		
Seller Carry first mortgage		\$1,815.70
Title Charges & Escrow/Settlement Charges		\$955,000.00
Title - Lender's Policy Premium - \$175.00 to Capital Title, LLC	\$175.00	
E-Recording Fee to Capital Title, LLC	\$30.00	
Real Estate Closing Fee to Capital Title, LLC	\$400.00	
Tax Certificate to Capital Title, LLC	\$30.00	
Commission		
Transaction Coordinator fee to Springs Transactions, LLC	\$300.00	
Government Recording and Transfer Charges		
record Statement of Authority to Capital Title	\$13.00	
Recording Fees Deed: \$13.00 Mortgage: \$68.00 to Capital Title	\$81.00	

Tax Stamp for State Deed to Capital Title	\$185.00	
Miscellaneous		
Extension Fee POC POB \$16,000.00		
	Debit	Credit
Subtotals	\$1,851,214.00	\$1,001,815.70
Due From Borrower/Buyer		\$849,398.30
Totals	\$1,851,214.00	\$1,851,214.00

3. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed original and all of which together shall constitute one and the same instrument. Facsimile copies of signatures shall be permitted for purposes of the binding nature of this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year first above written:

SELLER:

HOWARD LIVING TRUST, ROBERT M.
HOWARD TRUSTEE

By: Robert M. Howard TEE

PURCHASER:

TEMPLETON GAP DEVELOPMENT, LLC, a
Colorado limited liability company,

By Its Manager:

ROI PROPERTY GROUP, LLC, a California
limited liability company,

By: Rob Fuller
2632D266D4F14E7...

Name: Rob Fuller

Title: Manager



Change in Owner Name/Contact Information for Well Permits For Use in Connection with a Real Estate Transaction

To be completed by the individuals or entities claiming ownership of a well permit, and submitted by title companies/settlement agents as an uploaded attachment using the eForm Submittal Tool.

New Well Owner(s) Contact Information:

Name(s)*:	Rob Fuller, Manager
Organization ¹ :	Templeton Gap Development
Mailing Address*:	1280 S. 800 E. St. Suite 200
City, St., Zip*:	Orem, UT 84097
Phone:	
Email(s)*:	

* required fields to submit eForm.

¹ ONLY enter a name here if the Organization itself OWNS the well.

Well Permit

Well Permit Number* Physical Address of the parcel on which the well is located
 (include city & zip)

169997	5345 Apuloosa Dr., Colo. 3p45 1080923
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* required field (except when using the title company eForm for wells where a valid permit number cannot be identified. In those cases, this form can still be completed and uploaded; however, the permit number would be left blank on this form)

I (we) claim and say that I am (we are) the owner(s) of the well permit described above, know the contents of the statements made herein, and state that they are true to my (our) knowledge. This filing is made pursuant to C.R.S. 37-90-143. I (we) understand that filing a Change of Owner Name/Contact Information form is for contact information purposes only. Filing this form does not convey real property.

Signature of the New Owner(s)*	Please print the Signer's Name & Title	Date*
	Rob Fuller, manager	8/8/2023

* required fields

Note: If there are multiple owners with different mailing addresses or additional room is needed for signatures, please include this as an attachment to the form.

**STATEMENT OF AUTHORITY
(38-30-172, C.R.S.)**

1. This Statement of Authority relates to an entity named Templeton Gap Development, LLC, a Colorado Limited Liability Company

And is executed on behalf of the entity pursuant to the provisions of Section 38-30-172 C.R.S.

2. The type of entity is a Limited Liability Company

3. The mailing address for the entity is:
1280 S 800 E St. Ste 200, Orem, UT 84097

4. The entity is formed under the laws of Colorado

5. The name of the person(s) authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:
ROI Property Group, LLC, a California limited liability company, Its: manager, by Rob Fuller as manager

6. The authority of the foregoing person(s) to bind the entity is Not limited OR Limited as follows:

7. Other matters concerning the manner in which the entity deals with interest in real property:

Dated this August 08, 2023.

Templeton Gap Development, LLC, a Colorado Limited Liability Company

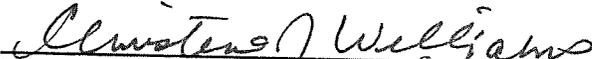
By: ROI Property Group, LLC, a California limited liability company, Its: Manager

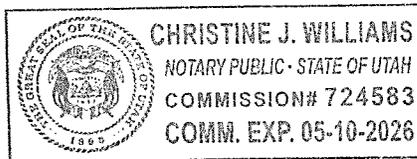

By: Rob Fuller, Manager

State of Utah
County of Utah

The foregoing instrument was acknowledged before me this 8th day of August, 2023 by Rob Fuller as manager of ROI Property Group, LLC, a California limited liability company, manager of Templeton Gap Development, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.


Notary Public: Christine J. Williams
My commission expires: 5/10/2026



**IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.
THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED
BEFORE SIGNING.**

PROMISSORY NOTE

U.S. \$955,000.00

Colorado Springs, Colorado

Date: August 08, 2023

1. FOR VALUE RECEIVED, the undersigned, Templeton Gap Development, LLC, a Colorado Limited Liability Company promise(s) to pay the Howard Living Trust, dated July 29, 2008 and any amendments thereto the principal sum of Nine Hundred Fifty Five Thousand Dollars and No Cents, with interest on the unpaid principal balance from August 15, 2023, until paid, at the rate of Eight Percent per annum. Principal and interest shall be payable at place as Note Holder may designate, in monthly payments of Six Thousand Three Hundred Sixty Six Dollars and Sixty Seven Cents (U.S. \$6,366.67), due on the 15th day of each month, beginning September 15, 2023. Such payments shall continue until the entire indebtedness evidenced by this Note is fully paid; provided, however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on April 01, 2024.
2. Borrower shall pay to Note Holder a late charge of 10% of any payment not received by Note Holder within 10 days after the payment is due.
3. Payments received for application to this Note shall be applied first to the payment of late charges, if any, second to the payment of accrued interest specified below, if any, third to accrued interest at the default rate first specified above, and the balance applied in reduction of the principal amount hereof.
4. If any payment required by this Note is not paid when due, or if any default under any Deed of Trust securing this Note occurs, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of Note Holder (Acceleration); and the indebtedness shall bear interest at the rate of Twelve Percent per annum from the date of default. Note Holder shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to reasonable attorneys' fees.
5. Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time without penalty.
Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payments or change the amount of such payments.
6. Borrower and all other makers, sureties, guarantors, and endorsers hereby waive presentment, notice of dishonor and protest, and they hereby agree to any extensions of time of payment and partial payments before, at, or after maturity. This Note shall be the joint and several obligation of Borrower and all other makers, sureties, guarantors and endorsers, and their successors and assigns.
7. Any notice to Borrower provided for in this Note shall be in writing and shall be given and be effective upon (a) delivery to Borrower or (b) mailing such notice by first class U.S. mail, addressed to Borrower at the Borrower's address stated below, or to such other address as Borrower may designate by notice to Note Holder. Any notice to the Note Holder shall be in writing and shall be given and be effective upon (a) delivery to Note Holder or (b) by mailing such notice by first class U.S. mail, to the Note Holder at the address stated in the first paragraph of this Note, or to such other address as Note Holder may designate by notice to Borrower.
8. The indebtedness evidenced by this Note is secured by a Deed of Trust dated August 08, 2023, and until released said Deed of Trust contains additional rights of the Note Holder. Such rights may cause Acceleration of the indebtedness evidenced by this Note. Reference is made to said Deed of Trust for such additional terms. Said

Deed of Trust grants rights in the following legally described property located in the County of El Paso, State of Colorado:

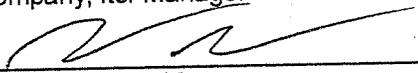
Lot 18, Templeton Heights Subdivision, County of El Paso, State of Colorado.

known as No. 5345 Apaloosa Drive, Colorado Springs, CO 80923 (Property Address).
Street Address City State Zip

(CAUTION: SIGN ORIGINAL NOTE ONLY/RETAIN COPY)

Templeton Gap Development, LLC, a Colorado Limited Liability Company

By: ROI Property Group, LLC, a California limited liability company, Its: Manager


By: Rob Fuller, Manager

Borrower's address: 1280 S 800 E St. Ste 200
Orem, UT 84097

KEEP THIS NOTE IN A SAFE PLACE. THE ORIGINAL OF THIS NOTE MUST BE EXHIBITED TO THE PUBLIC TRUSTEE IN ORDER TO RELEASE A DEED OF TRUST SECURING THIS NOTE.

WHEN RECORDED RETURN TO:

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission TD72-8-10 (Mandatory 1-11)
IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.
THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

DEED OF TRUST
(Due on Transfer - Strict)

THIS DEED OF TRUST is made this **8th day of August, 2023** between **Templeton Gap Development, LLC, a Colorado Limited Liability Company** (Borrower), whose address is **1280 S 800 E St. Ste 200, Orem, UT 84097**, and the Public Trustee of the County in which the Property (see § 1) is situated (Trustee), for the benefit of, **Howard Living Trust, dated July 29 2008 and any amendments thereto** (Lender), whose address is **5345 Apaloosa Drive, Colorado Springs, CO 80923**, Borrower and Lender covenant and agree as follows:

1. Property in Trust. Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the County of El Paso State of Colorado:

Lot 18, Templeton Heights Subdivision, County of El Paso, State of Colorado.

known as No. 5345 Apaloosa Drive, Colorado Springs, CO 80923 (Property Address), together with all its appurtenances (Property).

2. Note; Other Obligations Secured. This Deed of Trust is given to secure to Lender:

2.1. the repayment of the indebtedness evidenced by Borrower's note (Note) dated **August 08, 2023**, in the principal sum of **Nine Hundred Fifty Five Thousand Dollars and No Cents (\$955,000.00)** U.S. Dollars, with interest on the unpaid principal balance from **August 15, 2023** until paid, at the rate of **8.00** percent per annum, with principal and interest, payable at: **5345 Apaloosa Drive, Colorado Springs, CO 80923** or such other place as the Lender may designate, in **monthly** payments of **Six Thousand Three Hundred Sixty Six Dollars and Sixty Seven Cents (US \$6,366.67)** due on the **15th** day of each **month** beginning **September 15, 2023**; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on: **April 01, 2024**;

and Borrower is to pay to Lender a late charge of **10%** of any payment not received by the Lender within **10** days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty except:

2.2. the payment of all other sums, with interest thereon at 12% per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

2.3. the performance of the covenants and agreements of Borrower herein contained.

3. Title. Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date and and subject to taxes for the current year and subsequent years and except for covenants, conditions, easements and restrictions of record

4. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

5. Application of Payments. All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to § 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant to § 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

6. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in § 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

7. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a) the insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance". The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be

12. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

13. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

14. Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of § 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be used in interpret or define the provisions hereof.

16. Notice. Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first-class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first-class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

17. Governing Law; Severability. The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of the Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

18. Acceleration; Foreclosure; Other Remedies. Except as provided in § 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under § 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice and shall cause publication of the legal notice as required by law in a legal newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcel as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice; notice being hereby expressly waived.

Upon Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the

chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

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.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds to Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition. All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. Protection of Lender's Security. Except when Borrower has exercised Borrower's rights under § 6 above, if the Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such actions as is necessary to protect Lender's interest, including, but not limited to:

9.1. any general or special taxes or ditch or water assessments levied or accruing against said Property;

9.2. the premiums on any insurance necessary to protect any improvements comprising a part of such Property;

9.3. sums due on any prior lien or encumbrance on such Property;

9.4. if the Property is a leasehold or is subject to a lease, all sums due under such lease;

9.5. the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs attorney fees and costs, and fees and costs of an attorney in the employment of the Lender or holder of the certificate of purchase;

9.6. all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and

9.7. such other costs and expenses which may be authorized by a court of competent jurisdiction.

Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this § 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in § 2.2 (Note; Other Obligations Secured). Nothing contained in this § 9 shall require Lender to incur any expense or take any action hereunder.

10. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with § 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

22. Waiver of Exemptions. Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

23. Escrow Funds for Taxes and Insurance. This § 23 is not applicable if Funds as defined below are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to *n/a* of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus *n/a* of yearly premium installments for Property Insurance, all as reasonable estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by the Lender in trust for the benefit of the Borrower and deposited in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured by this Deed of Trust is subject to RESPA or other laws regulating Escrow Accounts, such deficiency, surplus on any other required adjustment shall be paid, credited or adjusted in compliance with such applicable laws.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds held by Lender. If under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

24. Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer"; (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein); (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein); (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of 3 years; (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Borrower and (v) the reorganization, liquidation or dissolution of Borrower. Not to be included as a Transfer are (x) the creation of a lien or encumbrance subordinate to this Deed of Trust, (y) the creation of a purchase money security interest for household appliances; or (z) a transfer by devise, descent or by operation of the law upon the death of joint tenant. At the election of Lender, in the event of each and every Transfer:

24.1. All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

24.2. If a Transfer occurs and should Lender not exercise Lender's option pursuant to this § 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to Borrower deal with Transferee in the same manner as with Borrower with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging Borrower's liability hereunder for the obligations hereby secured.

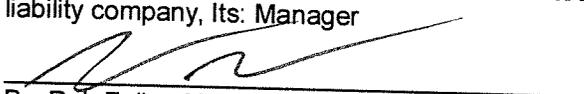
24.3. Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to § 24.2 above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of the Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

25. Borrower's Copy. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY BORROWER:

Templeton Gap Development, LLC, a Colorado
Limited Liability Company

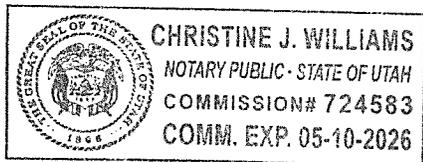
By: ROI Property Group, LLC, a California limited
liability company, Its: Manager


By: Rob Fuller, Manager

State of Utah
County of Utah

The foregoing instrument was acknowledged before me this 8th day of August, 2023 by Rob Fuller as manager of ROI Property Group, LLC, a California limited liability company, manager of Templeton Gap Development, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.



Christine Williams
Notary Public:

My commission expires: 5/10/2026

**REAL ESTATE TAX, UTILITY AND
HOMEOWNERS ASSOCIATION AGREEMENT**

REAL ESTATE TAXES

It is hereby understood and agreed between the Buyer(s) and Seller(s) of property known as:
5345 Apaloosa Drive, Colorado Springs, CO 80923

That the taxes for the current year have been adjusted as of this date on the basis of the following:
Estimate of current year: 2022 Mill Levy of 54.395 X the 2023 Assessment of \$53,910.00 = total tax estimate of \$2,932.44*, adjusted by any applicable qualifying seniors property tax exemption, or qualifying disabled veteran exemption.

This is to be considered a final settlement at closing.

SPECIAL ASSESSMENTS

NONE

Actual taxes may change by reason of reassessment by the County Assessor.

By executing this agreement, the undersigned indemnify and hold harmless Capital Title, LLC and Stewart Title Guaranty Company from any liability for reporting errors by local, county or state agency about special assessments that are not of record with the county treasurers office. Neither Capital Title, LLC nor Stewart Title Guaranty Company shall have any responsibility for future adjustments of special assessments. Rather, the undersigned shall assume responsibility for pursuing and effectuating the adjustments.

UTILITY AGREEMENT

The water and/or sewer and/or electric for the above address were settled in the following manner.

UTILITIES ARE HANDLED OUTSIDE OF CLOSING. WELL TRANSFER FORM WILL BE COMPLETED BY TITLE COMPANY AND SUBMITTED TO COLORADO DIVISION OF WATER RESOURCES

Purchaser and seller agree to contact all utility departments within 24 business hours from date of closing regardless of options selected above.

Upon receipt of the final water and/or sewer billing, Capital Title, LLC will make any necessary prorations and pay the amounts due per the billing received, balance of the escrowed funds, if any, will then be disbursed to the seller. If there was not enough monies escrowed at the time of closing to pay said water and/or sewer billings, the seller shall be obligated to make up the difference, upon demand, Capital Title, LLC will not pay or be responsible for the additional charges or any delinquencies.

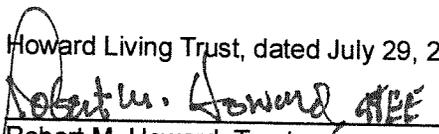
HOMEOWNERS ASSOCIATION DUES

- Homeowners association dues are prorated to closing date on the basis of information received from the association and/or seller.
- Seller warrants that there are no association dues assessed against subject property.
- Homeowners Association is Voluntary, Buyer and Seller agree to handle any transfer of Homeowner membership or dues outside of closing.

This agreement executed on August 08, 2023

SELLER(S):

Howard Living Trust, dated July 29, 2008 and any amendments thereto


Robert M. Howard, Trustee

BUYER(S):

Templeton Gap Development, LLC, a Colorado Limited Liability Company

By: ROI Property Group, LLC, a California limited liability company, Its: Manager


By; Rob Fuller, Manager

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CLOSING INSTRUCTIONS

Date: August 08, 2023

1. PARTIES, PROPERTY.

Howard Living Trust, dated July 29, 2008 and any amendments thereto

and

Templeton Gap Development, LLC, a Colorado Limited Liability Company

(Seller),

(Buyer),

engage Capital Title, LLC, (Closing Company), who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property known as No. 5345 Apaloosa Drive, Colorado Springs, CO 80923

and more fully described in the Contract to Buy and Sell Real Estate, dated September 12, 2022, including any counterproposals and amendments (Contract). The Buyer's lender may enter into separate closing instructions with the Closing Company regarding the closing of the Buyer's loan. All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement controls, subject to subsequent amendments to the Contract or this Agreement.

2. **TITLE COMMITMENT, EXCEPTIONS AND POLICY.** Closing Company **Agrees** **Does Not** agree that: upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company **Agrees** **Does Not** agree to furnish copies of Exceptions.

3. **INFORMATION, CLOSING, RECORDING.** Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to deliver and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.

4. **PREPARATION OF DOCUMENTS.** The Closing Company will prepare the necessary documents to carry out the terms and conditions of the Contract to include:

4.1 **Deed.** If the deed required in the Contract is a special warranty deed, general warranty deed, bargain and sale deed (excluding a personal representative's or trustee's deed) or a quit claim deed, the deed will be prepared in accordance with the Contract by the Closing Company. However, if the Contract requires a different form of deed (e.g.: personal representative's deed or trustee's deed) or requires that the special warranty deed or general warranty deed list exceptions other than the "statutory exceptions" as defined in §38-30-113(5)(a), C.R.S., then the Buyer or Seller must provide the deed or written instructions for preparation of the deed to the Closing Company for Closing. For any Buyer or Seller provided deed or written instructions for preparation of the deed that requires a list of exceptions other than the "statutory exceptions," the Buyer and Seller will hold the Closing Company harmless for any causes of action arising out of the use of such deed. The parties acknowledge that the real estate broker working with either the Buyer or Seller is not responsible for reviewing or approving any deed not prepared by the real estate broker.

4.2 **Bill of Sale.** If the transaction includes the sale of personal property (i.e. within the Contract or a Personal Property Agreement) from the Seller to the Buyer, Seller and Buyer authorize Closing Company to prepare the bill of sale conveying the personal property from the Seller to the Buyer as their scrivener. The Buyer

and Seller understand that the bill of sale is a legal document and it is recommended that it be reviewed and approved by their respective attorneys.

- 4.3 Closing Statement.** Closing Company will prepare and deliver accurate, complete and detailed closing statements to Buyer, Seller and the real estate brokers working with Buyer and Seller. Closing Statements will be prepared in accordance with the Contract and written instructions from the Buyer, Seller, lender or real estate brokers so long as such written instructions are not contrary to the Contract. If the written instructions are contrary to the Contract, the Buyer and Seller must execute an Agreement to Amend/Extend the Contract.
5. **CLOSING FEE.** Closing Company will receive a fee of \$400.00 for providing closing and settlement services (Closing Fee).
 6. **RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 10, 11 and 12.
 7. **DISBURSER.** Closing Company must disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disbursing party can assure that payoff of loans and other disbursements will actually be made.
 8. **SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of Closing as indicated. **Cashier's Check**, at Seller's expense **Funds Electronically Transferred** (wire transfer) to an account specified by Seller, at Seller's expense **Closing Company's** trust account check.
 9. **WIRE AND OTHER FRAUDS.** Wire and other frauds occur in real estate transactions. Anytime Buyer or Seller is supplying confidential information, such as social security numbers, bank account numbers, transferring or receiving funds, Buyer and Seller should provide the information in person or in another secure manner.
 10. **FAILURE OF CLOSING.** If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.
 11. **RETURN OF EARNEST MONEY.** Except as otherwise provided in § 12, (Earnest Money Dispute), if the Earnest Money is being held by Closing Company and has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Closing Company must release the Earnest Money as directed by written mutual instructions from the Buyer and the Seller. Such release of Earnest Money must be made within five days of Closing Company's receipt of the written mutual instructions signed by both the Buyer and Seller, provided the Earnest Money check has cleared.
 12. **EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money (notwithstanding any termination of the Contract), provide Closing Company is holding the Earnest Money, Closing Company is not required to take any action. Closing Company, at its option and sole subjective discretion, may: (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Closing Company receives a copy of a Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Closing Company's notice to the parties, Closing Company is authorized to return the Earnest Money to Buyer. In the event Closing Company does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Closing Company must disburse the Earnest Money pursuant to the Order of the Court.
 13. **SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.

14. **CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company will submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available. Closing Company is not liable for delaying Closing to ensure Buyer completes any required form.
15. **FIRPTA AND COLORADO WITHHOLDING.**
- 15.1 **FIRPTA.** Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to determine Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Internal Revenue Service.
- 15.2 **Colorado Withholding.** Seller agrees to cooperate with Closing Company to provide any reasonable requested documents to determine Seller's status. If withholding is required under Colorado law, Seller authorizes Closing Company to withhold any required amount from Seller's proceeds and remit it to the Colorado Department of Revenue.
16. **ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission)
17. **COUNTERPARTS.** This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together are deemed to be a full and complete contract between the parties.
18. **BROKER'S COPIES.** Closing Company must provide, to each real estate broker in this transaction, copies of all signed documents that such real estate brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission. Closing Company is authorized by both Buyer and Seller to deliver their respective Closing Statement to one or both real estate brokers involved in the transaction.
19. **NOTICE, DELIVERY AND CHOICE OF LAW.**
- 19.1 **Physical Delivery and Notice.** Any document, or notice to another party must be in writing, except as provided in §19.2 and is effective when physically received by such party.
- 19.2 **Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to another party at the electronic address of the recipient by Facsimile, email or _____.
- 19.3 **Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server, provided the recipient receives the information necessary to access the documents or (3) facsimile at the facsimile number (Fax No.) of the recipient.
- 19.4 **Choice of Law.** These Closing Instructions and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

Buyer(s) Signature

Templeton Gap Development, LLC, a Colorado
Limited Liability Company

By: ROI Property Group, LLC, a California limited
liability company, Its: Manager



By; Rob Fuller, Manager

Seller(s) Signature

Howard Living Trust, dated July 29, 2008 and any amendments thereto

Robert M. Howard TTEE
Robert M. Howard, Trustee

Date: August 08, 2023

Closing Company's Name: Capital Title, LLC

[Signature] EO 8/11/23
Authorized Signature Title Date

Address: 13570 Northgate Estates Drive, suite 200
Colorado Springs, CO 80921
Phone No.: (719) 650-2347
Fax No.: (719) 213-2672
Email Address:

COMPLIANCE AGREEMENT AND PRIVACY RELEASE

Date: August 08, 2023
Property: 5345 Apaloosa Drive, Colorado Springs, CO 80923
File No.: 664994

It is expressly agreed and understood between the undersigned parties Capital Title, LLC is acting as Closing Agent in the above referenced transaction and shall in no way be liable as to the accuracy or completeness of any Payoff Statement and/or Assumption Statement that has been provided to said company for the purposes of closing this transaction.

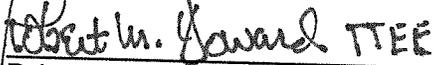
Capital Title, LLC has acted in good faith in compiling the data and information as set forth on the applicable Settlement Statement(s). The undersigned agree that any additional funds due and payable after closing will be immediately paid by the responsible party/parties.

The undersigned further agree that in the event any of the documents required in this closing misstate or inaccurately reflect the true and correct terms and provisions thereof, and said misstatement or inaccuracy is due to unilateral mistake on the part of Capital Title, LLC, or mutual mistake on the part of the undersigned and Capital Title, LLC, or clerical error, then in such event, the undersigned shall upon request by Capital Title, LLC and in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as Capital Title, LLC may deem necessary to remedy said inaccuracy or mistake.

Upon execution Capital Title, LLC will provide you with a copy of this document for your records and will also maintain a copy of this document in electronic format to be provided upon your request.

SELLER(S):

The Howard Living Trust, dated July 29, 2008
amendments thereto

 TEE

Robert M. Howard
Trustee

BUYER(S):

Templeton Gap Development, LLC, a Colorado
Limited Liability Company

By: ROI Property Group, LLC, a California limited
liability company, Its: Manager



By: Rob Fuller, Manager

Confidential Document

This form provides essential market information to the county assessor to ensure accurate, fair and uniform assessments of all property. This document is not recorded, is kept confidential, and is not available for public inspection.

This declaration must be completed and signed by either the grantor (seller) or grantee (buyer). Questions 1, 2, 3, and 4 may be completed (prefilled) by a third party, such as a title company or closing agent, familiar with details of the transaction. The signatory should confirm accuracy before signing.

This form is required when conveyance documents, subject to a documentary fee, are presented for recording. If this form is not completed and submitted, the county assessor may send notice. If the completed and signed form is not returned to the assessor within 30 days of notice, the assessor may impose a penalty of \$25.00 or 0.025% (0.00025) of the sale price, whichever is greater.

Additional information as to the purpose, requirements, and level of confidentiality regarding this form are outlined in Colorado Revised Statutes, sections 39-14-102, 39-5-121.5, and 39-13-102.

1. Physical Address and/or legal description of the real property sold: Please do not use P.O. Box numbers. 5345 Apaloosa Drive, Colorado Springs, CO 80923

2. Type of property purchased: [X] Single Family Residential [] Townhome [] Condominium [] Multi-Unit Residential [] Commercial [] Industrial [] Agricultural [] Mixed Use [] Vacant Land [] Other

3. Date of Closing: 8/15/2023 Date of contract: 9/12/2022

4. Total Sale Price: include all real and personal property \$1,850,000.00 Contracted price (if different from final sale price)

5. List any personal property included in the transaction that materially impacts the total sales price. Personal property may include, but is not limited to, machinery or equipment, vehicles, exceptional appliances, electronic devices, furniture, or anything that would not typically transfer with the real property (attach additional pages if necessary). Table with columns: Description, Approximate Value

If no personal property is listed, the entire purchase price will be assumed to be for the real property.

6. Did the total sale price include a trade or exchange of additional real or personal property? [X] No [] Yes. If Yes, approximate value of the goods or services as of the date of closing: \$. If Yes, does this transaction involve a trade under IRS Code Section 1031? [] No [] Yes

7. Was 100% interest in the real property purchased? [] No [X] Yes. Mark "No" if only a partial interest is being purchased. If No, interest purchased %

8. Is this a transaction between related parties or acquaintances? This includes persons connected by blood or marriage, or business affiliates, or those acquainted prior to the transaction. [X] No [] Yes

9. Please mark type of sale: [] Builder (new construction) [] Public (MLS or Broker Representation) [X] Other (describe) [] Private (For Sale by Owner)

10. Mark any of the following that apply to the condition of the improvements at the time of purchase.
 New Excellent Good Average Fair Poor Salvage

11. Type of financing: (Mark all that apply)
 None (all cash or cash equivalent)
 New/Mortgage Lender (government-backed or conventional bank loan)
 New/Private Third Party (nonconventional lender, e.g., relative, friend, or acquaintance)
 Seller (buyer obtained a mortgage directly from the seller)
 Assumed (buyer assumed an existing mortgage)
 Combination or Other: Please explain _____

12. Total amount financed \$0.00

13. Terms:
 Variable; Starting interest rate _____ % Fixed; Interest rate _____ %
Length of time _____ years
Balloon payment? No Yes If yes, amount \$ _____ Due date _____

14. Mark any that apply: Seller assisted down payments Seller concessions Special terms or financing
If marked, please specify terms: _____

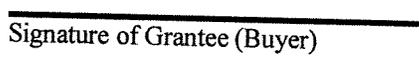
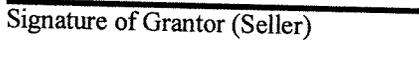
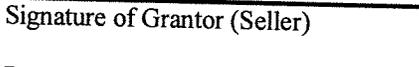
15. Was an independent appraisal obtained in conjunction with this transaction? No Yes
For properties **OTHER THAN Residential** (Residential is defined as: single family detached, townhomes, apartments and condominiums), please complete questions 16 – 18, if applicable.

16. Did the purchase price include a franchise or license fee? No Yes
If yes, franchise or license fee value \$ _____

17. Did the purchase price involve an installment land contract? No Yes
If yes, date of contract _____

18. If this is vacant land, was an on-site inspection conducted by the buyer prior to the closing? No Yes

Please include any additional information concerning the transaction and price paid that you feel is important.

	August 08, 2023	Templeton Gap Development, LLC, a Colorado Limited Liability Company
Signature of Grantee (Buyer)	Date mm/dd/yyyy	Printed name of Grantee
	August 08, 2023	Howard Living Trust, dated July 29, 2008 and any amendments thereto
Signature of Grantee (Buyer)	Date mm/dd/yyyy	Printed name of Grantee
	August 08, 2023	Howard Living Trust, dated July 29, 2008 and any amendments thereto
Signature of Grantor (Seller)	Date mm/dd/yyyy	Printed name of Grantor
	August 08, 2023	Howard Living Trust, dated July 29, 2008 and any amendments thereto
Signature of Grantor (Seller)	Date mm/dd/yyyy	Printed name of Grantor

Buyer Mailing Address: Future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:

1280 S 800E STE. 200	OREM	VT	84097
Address (mailing)	City	State	Zip Code
(707) 365-6891		rob@roipropertygroup.com	
Daytime Phone		Email Address	

Contact information is kept confidential, for County Assessor and Treasurer use only, to contact buyer with questions regarding this form, property valuation, or property tax information.

WARRANTY DEED

THIS DEED, is dated the 15th day of August, 2023, and is made between Howard Living Trust, dated July 29, 2008 and any amendments thereto (whether one, or more than one), the "Grantor" of the County of El Paso, and State of Colorado and Templeton Gap Development, LLC, a Colorado Limited Liability Company the "Grantees," whose legal address is: 1280 S 800 E St. Ste 200, Orem, UT 84097 of the County of El Paso and State of Colorado;

State Doc Fee:
Recording Fee:

WITNESS, that the Grantor, for and in consideration of the sum of One Million Eight Hundred Fifty Thousand Dollars and No Cents (\$1,850,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantees and the Grantees' heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with any improvements thereon, located in the County of El Paso and State of Colorado described as follows:

Lot 18, Templeton Heights Subdivision, County of El Paso, State of Colorado.

also known by street and number as: 5345 Apaloosa Drive, Colorado Springs, CO 80923

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

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

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantees, and the Grantees' heirs and assigns: that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to: Statutory Exceptions as defined in C.R.S. § 38-30-113(5)(a)

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

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

Howard Living Trust, dated July 29, 2008 an any amendments thereto

Robert M. Howard TRUSTEE
Robert M. Howard, Trustee

State of Colorado
County of El Paso

The foregoing instrument was acknowledged before me this 15th day of August, 2023 by Robert M. Howard as Trustee of the Howard Living Trust, dated July 29, 2008 an any amendments thereto..

Witness my hand and official seal.

Notary Public

My Commission Expires: 1/25/27

