

***UNIFIED TITLE COMPANY, LLC***

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

**November 02, 2017**

**Ramon Posada, Ramon V. Posada and Maria Dolores Posada  
10500 Peaceful Valley Road  
Colorado Springs, CO 80925-9541**

**PROPERTY ADDRESS: 10500 Peaceful Valley Road, Colorado Springs, CO 80925-9541**

**ORDER NO: 52303UTC**

**DEAR CUSTOMER:**

ENCLOSED IS 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,  
UNIFIED TITLE COMPANY, LLC**



**ALTA RESIDENTIAL TITLE INSURANCE POLICY  
ONE-TO-FOUR FAMILY RESIDENCES (6-1-87)**

**ISSUED BY**

**WESTCOR LAND TITLE INSURANCE COMPANY**

**OWNER'S INFORMATION SHEET**

Your Title Insurance Policy is a legal contract between you and Westcor Land Title Insurance Company.

It applies only to a one-to-four family residential lot or condominium unit. If your land is not either of these, contact us immediately.

The Policy insures you against certain risks to your land title. These risks are listed on page one of the Policy. The Policy is limited by:

- Exclusions on page 2
- Exceptions on Schedule B
- Conditions on page 3

You should keep the Policy even if you transfer the title to your land.

If you want to make a claim, see Item 3 under Conditions on page 3.

You do not owe any more premiums for the Policy.

This sheet is not your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail your rights and obligations and our rights and obligations. Since the Policy--and not this sheet--is the legal document, **YOU SHOULD READ THE POLICY VERY CAREFULLY.**

If you have any questions about your Policy, contact:

**Westcor Land Title Insurance Company**  
875 Concourse Parkway South, Suite 200, Maitland, FL 32751

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A.

Issued By: Unified Title Company, LLC

**WESTCOR LAND TITLE INSURANCE COMPANY**



By:

*Mary O'Donnell*

President

Attest:

*Patricia W. Power*

Secretary

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## OWNER'S COVERAGE STATEMENT

This policy insures your title to the land described in Schedule A--if that land is a one-to-four family residential lot or condominium unit.

Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A.

Your insurance is limited by the following:

- Exclusions on page 2
- Exceptions in Schedule B
- Conditions on page 3

We insure you against actual loss resulting from:

- any title risks covered by this Policy--up to the Policy Amount and
- any costs, attorneys' fees and expenses we have to pay under this Policy

## COVERED TITLE RISKS

This Policy covers the following title risks, if they affect your title on the Policy Date.

1. Someone else owns an interest in your title.
2. A document is not properly signed, sealed, acknowledged, or delivered.
3. Forgery, fraud, duress, incompetency, incapacity or impersonation
4. Defective recording of any document.
5. You do not have any legal right of access to and from the land.
6. There are restrictive covenants limiting your use of the land.
7. There is a lien on your title because of:
  - a mortgage or deed of trust
  - a judgment, tax, or special assessment
  - a charge by a homeowner's or condominium association
8. There are liens on your title, arising now or later, for labor and material furnished before the Policy Date--unless you agreed to pay for the labor and material.

mortgage loan.

12. You are forced to remove your existing structure--other than a boundary wall or fence--because:
  - it extends on to adjoining land or on to any easement
  - it violates a restriction shown in Schedule B
  - it violates an existing zoning law
13. You cannot use the land because use as a single-family residence violates a restriction shown in Schedule B or an existing zoning law.
14. Other defects, liens, or encumbrances

## EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - land use
  - improvements on the land
  - land division
  - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it unless:
  - a notice of exercising the right appears in the public records on the Policy Date
  - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
  - that are created, allowed, or agreed to by you
  - that are known to you, but not to us, on the Policy Date--unless they appeared in the public records
  - that result in no loss to you
  - that first affect your title after the Policy Date--this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:
  - to any land outside the area specifically described and referred to in Item 3 of Schedule A; or
  - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

## COMPANY'S DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in any court case as to that part of the case that is based on a Covered Title Risk insured against by this Policy. We will pay the costs, attorneys' fees, and expenses we incur in that defense.

We can end this duty to defend your title by exercising any of our

9. Others have rights arising out of leases, contracts or options.  
10. Someone else has an easement on your land.  
11. Your title is unmarketable, which allows another person to refuse to perform a contract to purchase, to lease or to make

options listed in Item 4 of the Conditions.

This policy is not complete without Schedules A and B.

## CONDITIONS

### 1. DEFINITIONS

- a. Easement – the right of someone else to use your land for a special purpose.
- b. Land – the land or condominium unit described in Schedule A and any improvements on the land which are real property.
- c. Mortgage – a mortgage, deed of trust, trust deed or other security instrument.
- d. Public Records – title records that give constructive notice of matters affecting your title – according to the state statutes where your land is located.
- e. Title – the ownership of your interest in the land, as shown in Schedule A.

### 2. CONTINUATION OF COVERAGE

This Policy protects you as long as you:

- own your title; or
- own a mortgage from anyone who buys your land; or are liable for any title warranties you make

This Policy protects anyone who receives your title because of your death.

### 3. HOW TO MAKE A CLAIM

#### a. You Must Give The Company Notice Of Your Claim

If anyone claims a right against your insured title, you must notify us promptly in writing. Send the notice to:  
Westcor Land Title Insurance Company, Attn: Claims Department, 201 N. New York Avenue, Ste. 200, Winter Park, FL 32789. Please include the Policy number shown in Schedule A and the county and state where the land is located.

Our obligation to you could be reduced if:

- you fail to give prompt notice; and
- your failure affects our ability to dispose of or to defend you against the claim.

#### b. Proof Of Your Loss Must Be Given To The Company

You must give us a written statement to prove your claim of loss. This statement must be given to us not later than 90 days after you know the facts which will let you establish the amount of your loss.

The statement must have the following facts:

- the Covered Title Risks which resulted in your loss
- the dollar amount of your loss
- the method you used to compute the amount of your loss

You may want to provide us with an appraisal of your loss by a professional appraiser as a part of your statement of loss.

We may require you to show us your records, checks, letters, contracts, and other papers which relate to your claim of loss.

We may require you to answer questions under oath.

Our obligation to you could be reduced if you fail or refuse to:

- provide a statement of loss; or
- answer our questions under oath; or
- show us the papers we request, and
- your failure or refusal affects our ability to dispose of or to defend you against the claim.

### 4. OUR CHOICES WHEN YOU NOTIFY US OF A CLAIM

After we receive your claim notice or in any other way learn of a matter for which we are liable, we can do one or more of the following:

- a. Pay the claim against your title.
- b. Negotiate a settlement.
- c. Prosecute or defend a court case related to the claim.
- d. Pay you the amount required by this Policy.
- e. Take other action which will protect you.
- f. Cancel this policy by paying the Policy Amount, then in force, and only those costs, attorneys' fees and expenses incurred up to that time which we are obligated to pay.

### 5. HANDLING A CLAIM OR COURT CASE

You must cooperate with us in handling any claim or court case and give us all relevant information.

We are required to repay you only for those settlement costs attorneys' fees and expenses that we approve in advance.

When we defend your title, we have a right to choose the attorney.

We can appeal any decision to the highest court. We do not have to pay your claim until your case is finally decided.

### 6. LIMITATION OF THE COMPANY'S LIABILITY

- a. We will pay up to your actual loss or the Policy Amount in force when the claim is made—whichever is less.
- b. If we remove the claim against your title within a reasonable time after receiving notice of it, we will have no further liability for it. If you cannot use any of your land because of a claim against your title, and you rent reasonable substitute land or facilities, we will repay you for your actual rent until:
  - the cause of the claim is removed; or
  - we settle your claim
- c. The Policy Amount will be reduced by all payments made under this policy—except for costs, attorneys' fees and expenses.
- d. The Policy Amount will be reduced by any amount we pay to our insured holder of any mortgage shown in this Policy or a later mortgage given by you.
- e. If you do anything to affect any right of recovery you may

We may make copies of these papers.

have, we can subtract from our liability the amount by which you reduced the value of that right.

#### 7. TRANSFER OF YOUR RIGHTS

When we settle a claim, we have all the rights you had against any person or property related to the claim. You must transfer these rights to us when we ask, and you must not do anything to affect these rights. You must let us use your name in enforcing these rights.

We will not be liable to you if we do not pursue these rights or if we do not recover any amount that might be recoverable.

With the money we recover from enforcing these rights, we will pay whatever part of your loss we have not paid. We have a right to keep what is left.

#### 8. ARBITRATION

If it is permitted in your state, you or the Company may demand arbitration.

The arbitration shall be binding on both you and the Company. The arbitration shall decide any matter in dispute between you and the Company.

The arbitration award may:

- include attorneys' fees if allowed by state law
- be entered as a judgment in the proper court.

The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.

The law used in the arbitration is the law of the place where the property is located.

You can get a copy of the Rules from the Company.

#### 9. OUR LIABILITY IS LIMITED TO THIS POLICY

This Policy, plus any endorsements, is the entire contract between you and the Company. Any claim you make against us must be made under this Policy and is subject to its terms.

# PLAIN LANGUAGE OWNER'S POLICY OF TITLE INSURANCE

Issued by  
*Westcor Land Title Insurance Company*

## SCHEDULE A

Name and Address of Title Insurance Company:  
**WESTCOR LAND TITLE INSURANCE COMPANY**  
**2000 S. Colorado Blvd.**  
**#1-3100, Denver, Colorado 80222**

File No.: **52303UTC**

Policy No.: **OP-3-4245692**  
Issued with Policy No. **LP-13-6104461**

Address Reference: **10500 Peaceful Valley Road, Colorado Springs, CO 80925-9541**

Amount of Insurance: **\$440,000.00**

Date of Policy: **October 4, 2017** at the exact time of recording.

1. Name of Insured:

**Ramon Posada, and Ramon V. Posada and Maria Dolores Posada**

2. The estate or interest in the Land that is insured by this policy is:

**Fee Simple**

3. Title is vested in:

**Ramon Posada, and Ramon V. Posada and Maria Dolores Posada**

4. The Land referred to in this policy is described as follows:

**Lot 3, Block 7, Peaceful Valley Lake Estates-First Filing, County of El Paso, State of Colorado.**

Countersigned  
**Unified Title Company, LLC**

By: 

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**Authorized Officer or Agent**

Note: This policy consists of insert pages labeled Schedule A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

*ALTA Plain Language Owner's Policy (6-17-06)*  
*Schedule A*

# PLAIN LANGUAGE OWNER'S POLICY OF TITLE INSURANCE

Issued by  
*Westcor Land Title Insurance Company*

## SCHEDULE B

File No.: 52303UTC

Policy No.: OP-3-4245692

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
2. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
3. **Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable.**
4. **Covenants, conditions and restrictions recorded in Book 2481 at Page 950, which are unaccompanied by a right of forfeiture or reverter, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin. Amended and Restated Covenants recorded January 22, 2004 at Reception No. 204012355.**
5. **Note on plat: All side lot lines subject to a 10 foot utility and drainage easement on each side of said line and as shown herein.**
6. **Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded in Book 2341 at Page 724.**
7. **Terms, agreements, provisions, conditions and obligations as contained in Memorandum of Agreement recorded July 24, 1997 at Reception No. 97085236 and re-recorded at Reception No. 97137650.**
8. **Notes and easements as shown on the plat of subdivision recorded in Plat Book L-2 at Page 54.**
9. **Terms, agreements, provisions, conditions and obligations as shown in The matter of the organization of Security Fire protection District as shown on Order recorded August 26, 2003 at reception No. 203198786.**
10. **Terms, agreements, provisions, conditions, obligations and easements as contained in Right of Way, recorded April 16, 2008 at Reception No. 208043436.**
11. **Terms, agreements, provisions, conditions and obligations as contained in Grant of Right of Way recorded October 20, 2008 at Reception No. 208113991.**
12. **Deed of Trust from Ramon Posada and Ramon V. Posada and Maria Dolores Posada to the Public Trustee of the County of El Paso for the use of Mortgage Electronic Registration Systems, Inc., solely as a nominee for TCF National Bank to secure \$418,000.00, dated October 3, 2017 and recorded October 4, 2017 at Reception No. 217119995.**

Note: This policy consists of insert pages labeled Schedule A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

## Anti-Fraud Statement

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.

From: ST SoCo - Final Policies SoCo-FinalPolicies@stewart.com  
Subject: RE: File 52303UTC 10500 Peaceful Valley Road, Colorado Springs, CO  
80925-9541  
Date: Apr 28, 2022 at 11:30:04 AM  
To: Melanie Panton Melanie.Panton@stewart.com,  
ramon.posada@hotmail.com

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Hello again Ramon,  
Here is your datedown and treasurer page.  
Your taxes are current and I don't see any new liens.  
You are most welcome to put me in touch with whomever is giving you  
grief and I will surely help them.

ANDREA BARNETT  
Policy Liaison

**Stewart Title Company**

Ridgecrest, CA  
O: 303.217.4904

[stewart.com](http://stewart.com) | [andrea.barnett@stewart.com](mailto:andrea.barnett@stewart.com)



NYSE: STC

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**From:** Melanie Panton <[Melanie.Panton@stewart.com](mailto:Melanie.Panton@stewart.com)>  
**Sent:** Thursday, April 28, 2022 8:55 AM  
**To:** ST SoCo - Final Policies <[SoCo-FinalPolicies@stewart.com](mailto:SoCo-FinalPolicies@stewart.com)>  
**Subject:** RE: File 52303UTC 10500 Peaceful Valley Road, Colorado  
Springs, CO 80925-9541

Is there a way he can pay to get it updated? He keeps calling and I just  
don't know what to tell him.

**Thank you,**  
**Melanie Panton**  
**Escrow Officer | License No. 406958**  
**Assistant to Loveland, Greeley, Colorado Springs & Woodland  
Park**

Unified Title Company, a division of Stewart Title License No. 162996  
[\(720\) 573-4823](tel:7205734823) direct phone | [\(720\) 259-3932](tel:7202593932) direct fax  
[\(719\) 578-5900](tel:7195785900) - Colorado Springs & Denver Metro  
[\(970\) 599-7856](tel:9705997856) - Loveland | [\(970\) 356-3551](tel:9703563551) - Greeley

[Melanie.Panton@stewart.com](mailto:Melanie.Panton@stewart.com)

*Excellence in Work, Integrity in Everything*

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**From:** ST SoCo - Final Policies <[SoCo-FinalPolicies@stewart.com](mailto:SoCo-FinalPolicies@stewart.com)>

**Sent:** Thursday, April 28, 2022 9:14 AM

**To:** Melanie Panton <[Melanie.Panton@stewart.com](mailto:Melanie.Panton@stewart.com)>

**Subject:** RE: File 52303UTC 10500 Peaceful Valley Road, Colorado Springs, CO 80925-9541

Hi Melanie,

I am sorry but with the recordings done in 2017, the policy has to be dated 2017.

ANDREA BARNETT

Policy Liaison

**Stewart Title Company**

Ridgecrest, CA

O: 303.217.4904

[stewart.com](http://stewart.com) | [andrea.barnett@stewart.com](mailto:andrea.barnett@stewart.com)



NYSE: STC

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**From:** Melanie Panton <[Melanie.Panton@stewart.com](mailto:Melanie.Panton@stewart.com)>

**Sent:** Thursday, April 28, 2022 7:21 AM

**To:** ST SoCo - Final Policies <[SoCo-FinalPolicies@stewart.com](mailto:SoCo-FinalPolicies@stewart.com)>

**Subject:** File 52303UTC 10500 Peaceful Valley Road, Colorado Springs, CO 80925-9541

Good Morning,

The buyer for this transaction is asking if we can send him an updated title commitment or maybe an updated owners policy that is dated within the last 30 days. I guess he has some kind of violation and the county is requesting it. Can you please let him know, or send him whatever we can? I have already sent him the 2017 owners policy.

[\(719\) 640-1785](tel:(719)640-1785)

His name is Ramon

**Thank you,**

**Melanie Panton**

**Escrow Officer | License No. 406958**

**Assistant to Loveland, Greeley, Colorado Springs & Woodland Park**

Unified Title Company, a division of Stewart Title License No. 162996

[\(720\) 573-4823](tel:(720)573-4823) direct phone | [\(720\) 259-3932](tel:(720)259-3932) direct fax

[\(719\) 578-5900](tel:(719)578-5900) - Colorado Springs & Denver Metro

[\(970\) 599-7856](tel:(970)599-7856) – Loveland | [\(970\) 356-3551](tel:(970)356-3551) - Greeley

[\*\*Melanie.Panton@stewart.com\*\*](mailto:Melanie.Panton@stewart.com)

***Excellence in Work, Integrity in Everything***



Treasurer's...nty, CO.pdf

163 KB



Datedown Posada.pdf

116 KB

## El Paso County, Colorado Property Tax Details

### Property Taxes for 2021 Due 2022

[Display Tax Statement](#)

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

#### Parcel Information

Schedule Number: 5523004005

#### Owner Information

Name: POSADA RAMON  
POSADA RAMON V  
POSADA MARIA DOLORES

Mailing Address: 10500 PEACEFUL VALLEY RD  
COLORADO SPRINGS CO 80925-9541

#### Property Information

Property Address: 10500 PEACEFUL VALLEY RD

Property Type: Real

#### Legal Description

LOT 3 BLK 7 PEACEFUL VALLEY LAKE ESTATES 1ST FIL

#### Property Valuation

Total Assessed Land: \$9,230

Total Assessed Improvements: \$27,280

Total Assessed: \$36,510

[Assessment questions? Click here](#)

#### Value

Total Market Value: \$510,643

#### Taxes Billed

Base Tax Amount: \$2,676.87

Special Assessment Amount: \$0.00

Improvement District Amount: \$0.00

Total Current Year Taxes: \$2,676.87

Total Current Year Taxes do not reflect outstanding tax liens and delinquencies, if any.  
See Alerts.

#### Alerts

N/A

#### Current Year Payments Due as of 4/28/2022

##### Option 1:

Payment Type	Due Date	Taxes & Fees Due	Interest Due	Total Amount		
First Half:	March 07	\$0.00	\$0.00	\$0.00	False	<input type="button" value="Pay"/>
Second Half:	June 15	\$1,338.43	\$0.00	\$1,338.43	True	<input type="button" value="Pay"/>

Current Tax Liability: \$1,338.43

##### OR

##### Option 2:

Payment Type	Due Date	Taxes & Fees Due	Interest Due	Total Amount		
Full Amount:	May 02	\$0.00	\$0.00	\$0.00	False	<input type="button" value="Pay"/>

#### Current Year Payments Received

Date	Amount
02/16/2022	\$1,338.44

#### Prior Year(s) Transaction History

Date	Amount
06/08/2021	\$1,205.02
03/30/2021	\$1,217.08
06/08/2020	\$1,197.53
02/19/2020	\$1,197.53
06/10/2019	\$943.76
02/25/2019	\$943.77
06/08/2018	\$665.87
02/16/2018	\$665.88

Note: Prior years transaction history data is for a maximum of 4 years.

[Print This Page](#)

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

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

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

Bankruptcy: 04/25 2022 Plant Certified From: 09/01 1972 Through: 04/23 2022

=====

3	Name	POSADA	RAMON		
Party	B Prop P	S-Lik Ind Y	S-Lik Corp Y	Nickname Y	Unlimited Y
Dates	-	D-Type	Source Type	Sort Y	HP: N

=====

00001-----09/02/2020MBHAPP 135459-2020003

Remarks: NO PROP  
Party 1: POSADA, RAMON  
B/L : 1/1 MAPI D: W2/49  
LAND NAME: PIKES PEAK PK, MOBILE HOME VILLAGE  
Remarks: PT

00002-----07/28/2008TDDSUB 84552-2008003

Party 1: POSADA, RAMON  
Party 2: STRUCTURED ASSET SECURITIES CO  
B/L : 4/6 MAPI D: X2/23  
LAND NAME: SOUTHBOROUGH SUB, NO 6  
Ref To: \*58492-2005 TDD 04/26/2005

00003-----10/04/2017\$ 418,000.00 TDD 119995-2017016

Party 1: POSADA, RAMON; RAMON V  
POSADA, MARIA DOLORES  
Party 2: TCF NATL BK  
MERS 100073001008017293  
B/L : 7/3 MAPI D: L2/54  
LAND NAME: PEACEFUL VALLEY LAKE EST, FLG 1

00004-----05/07/2012TDDREL 52379-2012001

Party 1: POSADA, RAMON V  
DOSADA, MARIA  
Party 2: GMAC MTG LLC  
Ref To: \*58492-2005 TDD 04/26/2005

00005-----01/09/2020\$ 29.00 DEDWAR 3563-2020001

Party 1: POSADA, RAMON V; MARIA D  
Party 2: CHEEK, ERIK; ALYSSA  
B/L : 4/6 MAPI D: X2/23  
LAND NAME: SOUTHBOROUGH SUB, NO 6

00006-----11/03/2015TDDREL 119957-2015002

Party 1: POSADA, RAMON V; MARIA D  
Party 2: CARRINGTON MTG SERVICES LLC  
Ref To: \*37915-2010 TDD 04/26/2010

00007-----06/14/2010TDDREL 55960-2010001

Party 1: POSADA, RAMON V; MARIA D  
Party 2: COUNTRYWIDE HOME LOANS INC  
Ref To: \*84551-2008 TDD 07/28/2008

00008-----05/11/2010TDDSUB 44225-2010003

Party 1: POSADA, RAMON V; MARIA D  
Party 2: GMAC MTG LLC  
B/L : 4/6 MAPI D: X2/23  
LAND NAME: SOUTHBOROUGH SUB, NO 6  
Ref To: \*58492-2005 TDD 04/26/2005

00009-----04/26/2010\$ 116,664.00 TDD 37915-2010006

Party 1: POSADA, RAMON V; MARIA D  
Party 2: BK AM  
MERS 100025500005326283  
B/L : 4/6 MAPI D: X2/23  
LAND NAME: SOUTHBOROUGH SUB, NO 6  
Ref By: \*117730-2015 TDDASN 10/29/2015  
Ref By: \*119957-2015 TDDREL 11/03/2015

00010-----08/21/2008TDDREL 94494-2008001

Party 1: POSADA, RAMON V; MARIA D  
Party 2: WILSHIRE CREDIT CORP

**Bankruptcy: 04/25 2022 Plant Certified From: 09/01 1972 Through: 04/23 2022**

Ref To:	*58491-2005	TDD	04/26/2005	
<b>00011-----</b>				
	<b>07/28/2008</b>		<b>TDDASN 84553-2008</b>	<b>002</b>
Party 1: POSADA, RAMON V; MARIA D				
Party 2: STRUCTURED ASSET SECURITIES CO				
B/L :	4/6	MAPI D:	X2/23	
LAND NAME: SOUTHBOROUGH SUB, NO 6				
Ref To:	*58492-2005	TDD	04/26/2005	
<b>00012-----</b>				
	<b>07/28/2008</b>	<b>\$ 123,627.00 TDD</b>	<b>84551-2008</b>	<b>007</b>
Party 1: POSADA, RAMON V; MARIA D				
Party 2: MASON MCDUFFIE MTG CORP				
MERS 100417950000081381				
B/L :	4/6	MAPI D:	X2/23	
LAND NAME: SOUTHBOROUGH SUB, NO 6				
Ref By:	*55960-2010	TDDREL	06/14/2010	
<b>00013-----</b>				
	<b>04/26/2005</b>	<b>\$ 29,000.00 TDD</b>	<b>58492-2005</b>	<b>005</b>
Party 1: POSADA, RAMON V; MARIA D				
Party 2: ARGENT MTG CO LLC				
B/L :	4/6	MAPI D:	X2/23	
LAND NAME: SOUTHBOROUGH SUB, NO 6				
Ref By:	*84552-2008	TDDSUB	07/28/2008	
Ref By:	*84553-2008	TDDASN	07/28/2008	
Ref By:	*44225-2010	TDDSUB	05/11/2010	
Ref By:	*52379-2012	TDDREL	05/07/2012	
<b>00014-----</b>				
	<b>04/26/2005</b>	<b>\$ 116,000.00 TDD</b>	<b>58491-2005</b>	<b>019</b>
Party 1: POSADA, RAMON V; MARIA D				
Party 2: ARGENT MTG CO LLC				
B/L :	4/6	MAPI D:	X2/23	
LAND NAME: SOUTHBOROUGH SUB, NO 6				
Ref By:	*92335-2008	TDDASN	08/18/2008	
Ref By:	*94494-2008	TDDREL	08/21/2008	
<b>00015-----</b>				
	<b>08/18/2008</b>		<b>TDDASN 92335-2008</b>	<b>002</b>
Party 1: POSADA, RAMON V; MARIA V				
Party 2: WILSHIRE CREDIT CORP				
B/L :	4/6	MAPI D:	X2/23	
LAND NAME: SOUTHBOROUGH SUB, NO 6				
Ref To:	*58491-2005	TDD	04/26/2005	
<b>00016-----</b>				
<b>5542/1291</b>	<b>08/12/1988</b>		<b>DEDPTR 1735014-1988</b>	<b>001</b>
Remarks: 3866-1240				
Party 1: POST, R B				
Party 2: OTERO SAV				
B/L :	/17	MAPI D:	T3/37	
LAND NAME: FOXHILL SUB, FLG 3				
<b>00017-----</b>				
<b>5513/793</b>	<b>05/31/1988</b>		<b>CERPUR 1708158-1988</b>	<b>001</b>
Party 1: POST, R B				
Party 2: OTERO SAV				
B/L :	/17	MAPI D:	T3/37	
LAND NAME: FOXHILL SUB, FLG 3				
<b>00018-----</b>				
<b>5476/318</b>	<b>02/18/1988</b>		<b>NDF 1672778-1988</b>	<b>001</b>
Remarks: 3866-1240				
Party 1: POST, R B				
B/L :	/17	MAPI D:	T3/37	
LAND NAME: FOXHILL SUB, FLG 3				
<b>00019-----</b>				
<b>5274/26</b>	<b>11/21/1986</b>	<b>\$ 2,248.00 TDD</b>	<b>1485603-1986</b>	<b>001</b>
Party 1: POST, R B				
Party 2: ASSOC FIN SERVICES				
B/L :	/17	MAPI D:	T3/37	
LAND NAME: FOXHILL SUB, FLG 3				
<b>00020-----</b>				
<b>3866/1240</b>	<b>05/04/1984</b>	<b>\$ 71,050.00 TDD</b>	<b>1111470-1984</b>	<b>009</b>
Party 1: POST, R B ET AL				

Bankruptcy: 04/25 2022 Plant Certified From: 09/01 1972 Through: 04/23 2022

Party 2: OTERO SAV  
B/L : /17 MAPI D: T3/37  
LAND NAME: FOXHILL SUB, FLG 3  
-----  
**00021**-----  
**1989/ 12/01/1989 CERSLE 2968-1989**  
Party 1: POST, R M  
Party 2: PRISNER, G J  
B/L : 9/15 MAPI D: X2/85  
LAND NAME: RIDGE SUB, THE  
-----  
**00022**-----  
**5481/1056 03/07/1988 \$ 10,000.00 TDD 1677906-1988 002**  
Party 1: POST, R M  
Party 2: BENEFICIAL MTG CO  
B/L : 9/15 MAPI D: X2/85  
LAND NAME: RIDGE SUB, THE  
Ref By: \*6082/210 \*2228553-1992 TDDREL 11/30/1992  
-----  
**00023**-----  
**6478/982 06/30/1994 TDDREL 90961-1994 001**  
Party 1: POST, R MICHAEL  
Party 2: BENEFICIAL MTG CO COLO  
Ref To: \*6020/1396 2182667-1992 TDD 08/06/1992  
-----  
**00024**-----  
**6408/414 03/24/1994 CERRED 40004-1994 001**  
Remarks: 655  
Party 1: POST, R MICHAEL  
B/L : 9/15 MAPI D: X2/85  
LAND NAME: RIDGE SUB, THE  
-----  
**00025**-----  
**6405/810 03/21/1994 \$ 6.20 DEDWAR 38071-1994 001**  
Party 1: POST, R MICHAEL  
Party 2: BOWN, SCOTT  
B/L : 9/15 MAPI D: X2/85  
LAND NAME: RIDGE SUB, THE  
-----  
**00026**-----  
**100/ 01/03/1994 CERSLE 655-1994**  
Party 1: POST, R MICHAEL  
Party 2: HAYS, ROBERT L; ETTA J  
B/L : 9/15 MAPI D: X2/85  
LAND NAME: RIDGE SUB, THE  
-----  
**00027**-----  
**6082/210 11/30/1992 TDDREL 2228553-1992 001**  
Party 1: POST, R MICHAEL  
Party 2: BENEFICIAL MTG CO COLO  
Ref To: \*5481/1056 1677906-1988 TDD 03/07/1988  
-----  
**00028**-----  
**6022/305 08/10/1992 CERRED 2183620-1992 001**  
Remarks: 2968  
Party 1: POST, R MICHAEL  
B/L : 9/15 MAPI D: X2/85  
LAND NAME: RIDGE SUB, THE  
-----  
**00029**-----  
**6020/1396 08/06/1992 \$ 20,000.00 TDD 2182667-1992 002**  
Party 1: POST, R MICHAEL  
Party 2: BENEFICIAL MTG CO COLO  
B/L : 9/15 MAPI D: X2/85  
LAND NAME: RIDGE SUB, THE  
Ref By: \*6478/982 \*90961-1994 TDDREL 06/30/1994  
-----  
**00030**-----  
**3611/811 09/20/1982 \$ 7.05 DEDWAR 902747-1982 001**  
Party 1: POSTA, R A ET AL  
Party 2: RIDENOUR, H E ET AL  
B/L : /20 MAPI D: C3/65  
LAND NAME: FLINTRIDGE HILL, NORWOOD FLG 2  
-----  
**00031**-----  
**08/23/2021 \$ 4,500.00 MLN 159420-2021 004**  
Party 1: LEE, ALEX  
7140 PREBLE DR  
Party 2: POSADA, RAMON  
B/L : /31 MAPI D: 118/133  
Adr

**Bankruptcy: 04/25 2022 Plant Certified From: 09/01 1972 Through: 04/23 2022**

LAND NAME: MEADOWBROOK CROSSING FLG 2  
**00032-----**  
                    **10/04/2017**                    **\$ 44.00 DEDWAR 119994-2017**                    **001**  
Remarks: REPOST DATE 10/12/17  
            2ND PARTY CHANGED  
Party 1: HASSLER FAMILY REVOCABLE LIVIN  
Party 2: POSADA, RAMON  
            POSADA, RAMON V; MARIA DOLORES  
B/L : 7/3 MAPI D: L2/54  
LAND NAME: PEACEFUL VALLEY LAKE EST, FLG 1  
**00033-----**  
                    **04/26/2005**                    **\$ 14.50 DEDWAR 58490-2005**                    **001**  
Party 1: RICHARDSON, HANNELORE M  
Party 2: POSADA, RAMON V; MARIA D  
B/L : 4/6 MAPI D: X2/23  
LAND NAME: SOUTHBOROUGH SUB, NO 6  
**00034-----**  
**3866/1239**                    **05/04/1984**                    **\$ 7.48 DEDWAR 1111469-1984**                    **001**  
Party 1: US HOME CORP  
Party 2: POST, R B ET AL  
B/L : /17 MAPI D: T3/37  
LAND NAME: FOXHILL SUB, FLG 3  
**00035-----**  
**5334/263**                    **03/19/1987**                    **\$ 8.90 DEDWAR 1539919-1987**                    **001**  
Party 1: CORNELL, R D  
Party 2: POST, R M  
B/L : 9/15 MAPI D: X2/85  
LAND NAME: RIDGE SUB, THE  
**00036-----**  
**3116/538**                    **12/05/1978**                    **\$ 5.22 DEDWAR 501900-1978**                    **001**  
Party 1: IVEY, R E  
Party 2: POSTA, R A ET AL  
B/L : /20 MAPI D: C3/65  
LAND NAME: FLINTRIDGE HILL, NORWOOD FLG 2  
-----  
                    \*\* END OF SEARCH \*\*

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

**Transmittal Information**

Date: 09/28/2017  
File No: 52303UTC  
Property Address: 10500 Peaceful Valley Road, Colorado Springs, CO 80925-9541  
Buyer\Borrower: Ramon Posada  
Ramon V. Posada and Maria Dolores Posada  
Seller: Hassler Family Revocable Living Trust

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

**Escrow Officer:**  
**Mary Kay Van Dorpe**  
**Unified Title Company, LLC**  
**101 S. Sahwatch, Suite 212**  
**Colorado Springs, CO 80903**  
Phone: 719-578-5900  
Fax: 719-578-5060  
E-Mail: mvandorpe@unifiedtitle.com

**Title Officer:**  
**Jennifer Stogsdill**  
**Unified Title Company, LLC**  
c/o ET Production Services, LLC

**Escrow Processor:**  
**Angie Morris**  
**E-Mail: AMorris@unifiedtitle.com**  
**Phone: 719-578-5900**

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**There are requirements appearing in Schedule B-Section 1 which require special attention**  
**Item numbers needing attention:h**

**Buyer:**  
**Ramon Posada**  
  
**DELIVERED VIA: AGENT**  
**Ramon V. Posada and Maria Dolores Posada**

**DELIVERED VIA: AGENT**

**Buyer's Agent:**  
**The Platinum Group**  
**6760 Corporate Drive #300**

**Seller:**  
**Hassler Family Revocable Living Trust**  
**10500 Peaceful Valley Road**  
**Colorado Springs, CO 80925-9541**  
**DELIVERED VIA: E-MAIL**

**Seller's Agent:**  
**The Platinum Group**  
**6760 Corporate Drive #300**

**Colorado Springs, CO 80919**  
**Attn: Brian Bridgeford**  
**Phone: 719-536-4444 Fax: 719-536-4451**  
**DELIVERED VIA: E-MAIL**

**Colorado Springs, CO 80919**  
**Attn: Thomas Downing**  
**Phone: 719-536-4444 Fax: 719-536-4451**  
**DELIVERED VIA: E-MAIL**

**Buyer's Attorney:**

**Lender:**  
**TCF National Bank**  
**2930 S. Academy Blvd**  
**Colorado Springs, CO 80916**  
**Phone: 719-262-7010 Fax: 719-391-9025**  
**Attn: Melanie Gallegos Roberts**  
**DELIVERED VIA: E-MAIL**

**Seller's Attorney:**

**Mortgage Broker:**  
**TCF National Bank**  
**2930 S. Academy Blvd**  
**Colorado Springs, CO 80916**  
**Phone: 719-262-7010 Fax: 719-391-9025**  
**Attn: Melanie Gallegos Roberts**  
**DELIVERED VIA: E-MAIL**

**Changes: Added Buyer**

**Thank you for using Unified Title Company, LLC.**



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

## UNDERSTANDING YOUR TITLE COMMITMENT

### SCHEDULE A:

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

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

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

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

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

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

### SCHEDULE B-SECTION 1:

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

### SCHEDULE B-SECTION 2:

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



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

**ISSUED BY**  
**WESTCOR LAND**  
**TITLE INSURANCE COMPANY**

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

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

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

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

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

Issued By:

**Unified Title Company, LLC**

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

**WESTCOR TITLE INSURANCE COMPANY**

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



By:

*Mary O'Donnell*  
\_\_\_\_\_  
President

Attest:

*Patricia H. Bauer*  
\_\_\_\_\_  
Secretary

## **CONDITIONS AND STIPULATIONS**

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

## **STANDARD EXCEPTIONS**

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

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

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

**Unified Title Company, LLC**  
As agent for  
**Westcor Land Title Insurance Company**

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE A**

1. Effective Date: **September 11, 2017 at 7:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY \$ **\$440,000.00**

Proposed Insured: **Ramon Posada, Ramon V. Posada and Maria Dolores Posada**

B. ALTA 2006 LOAN POLICY \$ **\$418,000.00**

Proposed Insured: **TCF National Bank, its successors and/or assigns as their interests may appear**

<i>Basic Owner's Policy</i>	\$ <b>1,472.00</b>
<i>Simultaneous Loan Policy</i>	\$ <b>519.00</b>
<i>Tax Certificate</i>	\$ <b>Included</b>
<i>Delete Except. 1-4(Lender) End</i>	\$ <b>Included</b>
<i>100 Restrictions Endorsement</i>	\$ <b>Included</b>
<i>116IMP-Desg. Impr/Address End</i>	\$ <b>Included</b>
<i>8.1-Environmental Endorsement</i>	\$ <b>Included</b>
<i>Alta5-06 PUD End</i>	\$ <b>Included</b>
<i>OEC - Pln Lang. Endorsement</i>	\$ <b>65.00</b>
Total:	\$ <b>2,056.00</b>

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:

**Hassler Family Revocable Living Trust u/a/d 2/22/2017**

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

**Lot 3, Block 7, Peaceful Valley Lake Estates-First Filing, County of El Paso, State of Colorado.**

For Informational Purposes Only: **10500 Peaceful Valley Road, Colorado Springs, CO 80925-9541**

Countersigned  
**Unified Title Company, LLC**

By:   
\_\_\_\_\_  
**J. Stogsdill**

# Westcor Land Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: September 11, 2017 at 7:30am

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
- (e) **Delivery to the Company for inspection and approval prior to closing, the following documents for Arthur L. Hassler Living Trust:**
  - (1) ~~INTENTIONALLY DELETED: Fully executed copy of the Trust Agreement and any and all amendments thereto. NOTE: This item is considered confidential and will not be recorded). This Commitment is subject to any additional requirements deemed necessary by the Company upon review of said Trust Agreement.~~
  - (2) ~~INTENTIONALLY DELETED: Recordation of Statement of Authority evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.~~
- (f) **Delivery to the Company for inspection and approval prior to closing, the following documents for Arthur Louis Hassler Revocable Living Trust u/a/d 2/8/1989:**
  - (1) ~~INTENTIONALLY DELETED: Fully executed copy of the Trust Agreement and any and all amendments thereto. NOTE: This item is considered confidential and will not be recorded). This Commitment is subject to any additional requirements deemed necessary by the Company upon review of said Trust Agreement.~~
  - (2) ~~INTENTIONALLY DELETED: Recordation of Statement of Authority evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real~~

~~property on behalf of the entity and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.~~

- (g) Delivery to the Company for inspection and approval prior to closing, the following documents for Arthur L. Hassler Revocable Living Trust u/a/d 12/13/1995:

(1) ~~INTENTIONALLY DELETED: Fully executed copy of the Trust Agreement and any and all amendments thereto. NOTE: This item is considered confidential and will not be recorded). This Commitment is subject to any additional requirements deemed necessary by the Company upon review of said Trust Agreement.~~

(2) ~~INTENTIONALLY DELETED: Recordation of Statement of Authority evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.~~

- (h) Delivery to the Company for inspection and approval prior to closing, the following documents for Hassler Family Revocable Living Trust u/a/d/ 2/22/2017:

(1) ~~INTENTIONALLY DELETED: Fully executed copy of the Trust Agreement and any and all amendments thereto. NOTE: This item is considered confidential and will not be recorded). This Commitment is subject to any additional requirements deemed necessary by the Company upon review of said Trust Agreement.~~

(2) Recordation of Statement of Authority evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.

- (i) 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.

- (j) 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.

*NOTE: The property described herein, appears to be free and clear of any Deeds of Trust or Mortgages. Please verify this information with the owners of subject property and notify Title if this information is incorrect.*

#### **REQUIREMENTS NOT TO BE RECORDED:**

- A.** Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.
- B.** Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.
- C.** Upon receipt of Items required above, satisfactory to the company, printed Exceptions Nos. 1, 2, 3 and 4 of Schedule B, Section 2 hereof will be deleted from the Loan Policy when issued and upon payment, Form 100 will be attached thereto. Item 5 will be deleted if closing is performed by the Insuring Company.
- D.** Upon receipt of Items required above, satisfactory to the Company, the Policy to be issued will be an ALTA Plain Language Owner's Policy providing Owner's Extended Coverage.
- E. Evidence satisfactory to the Company that there are no assessments for common expenses or other fees which remain unpaid or otherwise constitute a lien on subject property.*

**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 March 16, 2017 as Reception No. 217030512.**

**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: **September 11, 2017 at 7:30am**

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

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Covenants, conditions and restrictions recorded in Book 2481 at Page 950, which are unaccompanied by a right of forfeiture or reverter, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin. Amended and Restated Covenants recorded January 22, 2004 at Reception No. 204012355.**
10. **Note on plat: All side lot lines subject to a 10 foot utility and drainage easement on each side of said line and as shown herein.**
11. **Right of way and easement granted to Mountain View Electric Association, Inc. in instrument recorded in**

**Book 2341 at Page 724.**

- 12. Terms, agreements, provisions, conditions and obligations as contained in Memorandum of Agreement recorded July 24, 1997 at Reception No. 97085236 and re-recorded at Reception No. 97137650.**
- 13. Notes and easements as shown on the plat of subdivision recorded in Plat Book L-2 at Page 54.**
- 14. Terms, agreements, provisions, conditions and obligations as shown in The matter of the organization of Security Fire protection District as shown on Order recorded August 26, 2003 at reception No. 203198786.**
- 15. Terms, agreements, provisions, conditions, obligations and easements as contained in Right of Way, recorded April 16, 2008 at Reception No. 208043436.**
- 16. Terms, agreements, provisions, conditions and obligations as contained in Grant of Right of Way recorded October 20, 2008 at Reception No. 208113991.**

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

## Unified Title Company, LLC

### Disclosures

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

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

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

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

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

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

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

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

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

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

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

**Joint Notice of Privacy Policy**

**of**

**Westcor Land Title Insurance Company**

**and**

**Unified Title Company, LLC**

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

**Who is Covered**

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

**Information Collected**

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

**Access to Information**

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

**Information Sharing**

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

**Information Security**

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

*The WLTIC Privacy Policy can be found on WLTIC’s website at [www.wltic.com](http://www.wltic.com)*