

**COLORADO ENDORSEMENT 107.12  
DATE DOWN OF POLICY**

Attached to and forming a part of

Policy No. OP-3-5626031

Issued by

**Westcor Land Title Insurance Company**

The effective Date of Policy is hereby changed from **April 4, 2017**, at A.M. to **July 20, 2021 at 7:30amA.M.**

The Company hereby insures:

1. That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the public records, affecting the estate or interest referred to in Schedule A, other than those shown in the policy, except:  
**Assignment of Deed of Trust recorded April 04, 2017 at Reception No. 217038059 to Lakeview Loan Servicing, LLC by instrument recorded May 20, 2004 at Reception No. 220069777.**
2. That, as shown by the public records, the title to the estate or interest referred to in Schedule A is vested in the vestees shown in Schedule A.

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

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

Dated: **July 27, 2021**

By:



**Authorized Officer or Agent**

***EMPIRE TITLE OF COLORADO SPRINGS, LLC***

**5755 Mark Dabling Blvd., Ste 110  
Colorado Springs, CO 80919  
Phone: 719-884-5300 Fax: 719-884-5304**

**April 21, 2017**

**James Ostler  
19840 El Valle View  
Fountain, CO 80817  
jjostler1091@gmail.com**

**PROPERTY ADDRESS: 19840 El Valle View, Fountain, CO 80817**

**ORDER NO: 45629ECS**

**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,  
EMPIRE TITLE OF COLORADO SPRINGS, 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.

**WESTCOR LAND TITLE INSURANCE COMPANY**

Issued By: Empire Title of Colorado Springs, LLC



By: Mary O'Donnell  
President

Attest: Patricia H. 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.: **45629ECS**

Policy No.: **OP-3-5626031**  
Issued with Policy No. **LP-13-5562670**

Address Reference: **19840 El Valle View, Fountain, CO 80817**

Amount of Insurance: **\$200,000.00**

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

1. Name of Insured:

**James Ostler**

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

**Fee Simple**

3. Title is vested in:

**James Ostler**

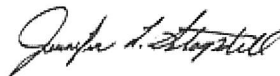
4. The Land referred to in this policy is described as follows:

**Parcel 57, Valerosa Village, Filing No. 1, Rancho Colorado, County of El Paso, State of Colorado.**

Countersigned

**Empire Title of Colorado Springs, 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.: 45629ECS

Policy No.: OP-3-5626031

### 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 2464 at Page 528, 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.**
5. **Covenants, conditions and restrictions recorded in Book 2464 at Page 546, 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.**
6. **Reservations contained in Patent(s) recorded in Book 143 at Page 415 as follows: Subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.**
7. **Undivided one-fourth grantors interest in all oil, gas and other mineral rights, as reserved by J.P. Tolson in the Deed to W. T. Ward recorded April 16, 1949 in Book 1209 at Page 399, and any interests therein or rights thereunder.**
8. **Conveyance from William T. Ward, III, Trustee to John F. Firestone, Trustee, of all his right, title and interest in and to all minerals and mineral rights in Deed recorded in Book 1806 at Page 577 and re-recorded in Book 2737 at Page 274.**
9. **Conveyance from John F. Firestone, Trustee, to William T. Ward, III, Trustee, of one-half of all his right, title and interest in and to all mineral and mineral rights, except gravel or gravel deposits in Deed recorded in Book 1806 at Page 580 and re-recorded in Book 2737 at Page 276.**
10. **Oil and Gas Lease between W. T. Ward, Aldine Ward, William T. Ward, III, Donna Ward, Timothy T. Ward and Nancy Ward to F. G. Hall dated February 22, 1975 recorded April 28, 1975 in Book 2747 at Page 60, and any interests therein or rights thereunder.**
11. **Notes on the recorded plat: There shall be a six (6) foot public utility easement on each side of all side lot lines and a six (6) foot public utility easement on each side of all rear lot lines unless otherwise indicated on the above plat. Water and sanitation to be the responsibility of individual property owners. Tracts will be owned and maintained by "Ingersoll Republic Corporation".**
12. **Easements, notes and notices as set forth on the plat of subdivision recorded October 7, 1971 in Plat Book T-2 at Page 22.**

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 B*



**SCHEDULE B**

**Continued**

13. **Terms, agreements, provisions, conditions, obligations and easements as contained in Grant of Right of Way, recorded August 20, 1999 at Reception No. 099133740.**
14. **Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 04-321 recorded August 30, 2004 at Reception No. 204146172.**
15. **Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 05-78 recorded February 17, 2005 at Reception No. 205023098.**
16. **Terms, agreements, provisions, conditions and obligations as contained in Noitce recorded August 4, 2005 at Reception No. 205119339.**
17. **Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 04-27 recorded January 28, 2004 at Reception No. 204015627.**
18. **Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.**
19. **Deed of Trust from James Ostler to the Public Trustee of the County of El Paso for the use of Mortgage Electronic Registration Systems, Inc., solely as a nominee for Cherry Creek Mortgage Co., Inc. to secure \$196,377.00, dated March 30, 2017 and recorded April 4, 2017 at Reception No. 217038059.**

## **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.**