



## LAND TITLE GUARANTEE COMPANY

Date: April 21, 2023

Subject: Attached Title Policy/Guarantee

Enclosed please find your product relating to the property located at 8855 WALKER ROAD, COLORADO SPRINGS, CO 80908.

If you have any inquiries or require further assistance, please contact Land Title El Paso County Title Team at (719) 634-4821 or [csresponse@ltgc.com](mailto:csresponse@ltgc.com)

### Chain of Title Documents:

[El Paso county recorded 05/09/2019 under reception no. 219049401](#)

[El Paso county recorded 06/10/2015 under reception no. 215059699](#)

[El Paso county recorded 11/30/1998 under reception no. 98174812](#)

[El Paso county recorded 11/06/1991 at book 5900 page 80](#)

[El Paso county recorded 01/21/1980 at book 3274 page 349](#)

[El Paso county recorded 07/28/1978 at book 3067 page 139](#)

### Plat Map(s):

[El Paso county recorded 10/06/1965 under reception no. 437944 at book H2 page 54](#)

# Property Information Binder

## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

### 2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured;(b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

### 3. Prosecution of Actions

- 1. The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- 2. In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

### 4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

### 5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

#### **6. Limitation of Liability - Payment of Loss**

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

#### **7. Subrogation Upon Payment or Settlement**

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

#### **8. Binder Entire Contract**

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

#### **9. Notices. Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

#### **10. Arbitration**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

**ANTI-FRAUD STATEMENT:** 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 and made a part of this policy.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President  
Attest  Secretary

**AMERICAN  
LAND TITLE  
ASSOCIATION**



**Old Republic National Title Insurance Company**  
**PROPERTY INFORMATION BINDER**

**Order Number:** SR55111703

**Policy No.:** PIB55111703.24898729

**Liability:** \$50,000.00

**Fee:** \$500.00

**Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,**

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,**

**GUARANTEES**

PAULA B. DONOHOO AND MARDELLE L. FRAZIER AND BRIAN D.  
FRAZIER

**Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of**

April 17, 2023 at 5:00 P.M.

**1. Title to said estate or interest at the date hereof is vested in:**

PAULA B. DONOHOO AND MARDELLE L. FRAZIER AND BRIAN D. FRAZIER

**2. The estate or interest in the land hereinafter described or referred to covered by this Binder**

:

FEE SIMPLE

**3. The Land referred to in this Binder is described as follows:**

LOT 1, BLOCK 7, WILLOW SPRINGS ESTATES, COUNTY OF EL PASO, STATE OF COLORADO.

**4. The following documents affect the land:**

1. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED DECEMBER 13, 1965, IN BOOK 2108 AT PAGE [109](#).
2. MINERAL, OIL AND GAS RESERVATIONS CONTAINED IN DEEDS RECORDED JUNE 18, 1965 IN BOOK 2079 AT PAGE [109](#), RECORDED MARCH 6, 1950 IN BOOK 1243 AT PAGE [543](#), RECORDED MAY 4, 1956 IN BOOK 1568 AT PAGE [533](#), AND RECORDED JULY 28, 1978 IN BOOK 3067 AT PAGE [139](#).

**Old Republic National Title Insurance Company**

**PROPERTY INFORMATION BINDER**

**Order Number:** SR55111703

**Policy No.:** PIB55111703.24898729

3. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF WILLOW SPRINGS ESTATES RECORDED OCTOBER 6, 1965 UNDER RECEPTION NO. [437944](#).
4. THE EFFECT, IF ANY, OF LAND SURVEY PLAT, RECORDED APRIL 23, 2015, UNDER RECEPTION NO. [215038986](#).
5. TERMS, CONDITIONS AND PROVISIONS OF FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF REFEREE AND DECREE RECORDED FEBRUARY 25, 2021 UNDER RECEPTION NO. [221037735](#).
6. A DEED OF TRUST DATED MAY 08, 2019 FROM PAULA B. DONOHOO AND MARDELLE L. FRAZIER AND BRIAN D. FRAZIER TO THE PUBLIC TRUSTEE OF EL PASO COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR HOMEBRIDGE FINANCIAL SERVICES, INC. TO SECURE 484350, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED MAY 09, 2019, UNDER RECEPTION NO. [219049402](#).

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$135 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.

THIS PRODUCT WILL ONLY BE UPDATED FOR 24 MONTHS FOLLOWING THE EFFECTIVE DATE OF THE ORIGINAL BINDER.

NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT.

NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.



# INVOICE

Land Title Guarantee Company  
5975 Greenwood Plaza Blvd Suite 125  
Greenwood Village, CO 80111  
(303) 270-0445  
Tax ID: 84-0572036

PAULA B. DONOHOO  
ATTN:  
8855 WALKER RD  
Colorado Springs, CO 80908

<u>Reference</u>	
Your Reference Number:	
Our Order Number:	55111703
Our Customer Number:	89549.1
Invoice (Process) Date:	04/21/2023
Transaction Invoiced By:	Jessica Taylor
Email Address:	jtaylor@ltgc.com

Invoice Number: 55111703

Property Address: 8855 WALKER ROAD, COLORADO SPRINGS, CO 80908

Parties: PAULA B. DONOHOO AND MARDELLE L. FRAZIER AND BRIAN D. FRAZIER

<b>- Charges -</b>	
Property Information Binder	\$500.00
Amount Credited	\$0.00
Total Invoice Amount	\$500.00
Total Amount Due	\$500.00
<b>Payment due upon receipt</b>	
<i>Please reference Invoice No. 55111703 on payment</i>	
Please make check payable and send to:	
Land Title Guarantee Company	
5975 Greenwood Plaza Blvd Suite 125	
Greenwood Village, CO 80111	

