### Statement of Settlement SS60-05-04

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SS60-5-04)

STATEMENT OF SETTL ☐ SELLER'S ☐ BUY		
PROPERTY ADDRESS	LKS	
SELLER BUY	ER	
SETTLEMENT DATE DATE OF PROP.		
	A1101V	
LEGAL DESCRIPTION:		
	DEBITS	CREDITS
1. Selling Price		
2. Deposit Paid to		
3. Trust Deed, Payable to		
4. Trust Deed, Payable to		
5. Trust Deed, Payoff to		
6. Interest on Assumed Loan		
7. Title Insurance Premium		
8. Abstracting: Before Sale		
9. After Sale		
10. Title Exam by		
11. Recording: Warranty Deed		
12. Trust Deed		
13. Release		
14. Other		
15. Documentary Fee		
16. Certificate of Taxes Due		
17. Taxes for Preceding Year(s)		
18. Taxes for Current Year		
19. Tax Reserve		
20. Special Taxes		
21. Personal Property Taxes		
22. Hazard Insurance Prem. Assumed—Policy# Co.		
\$ Yr. Term Expires		
Premium \$ Days Unused At per day	у	
23. Premium for New Insurance		
24. Hazard Insurance Reserve		
25. FHA Mortgage Insurance Assumed		
26. FHA Mortgage Insurance Reserve		

SS60-5-04 STATEMENT OF SETTLEMENT

27. Loan Service Fee (Buyer)		П
28. Loan Discount Fee (Seller)		
29. Interest on New Loan		
30. Survey and/or Credit Report		
31. Appraisal Fee		
32. Water and/or Sewer		
33. Rents		
34. Security Deposits		
35. Loan Transfer Fee		
36. Loan Payment Due		
37. Broker's Fee		
Sub-Totals		
Balance Due to/from Seller		
Balance Due to/from Buyer		
TOTALS		

### APPROVED AND ACCEPTED

Buyer/Seller	Buyer/Seller	
D 1 E LM		
Brokerage Firm's Name:		
Broker		

SS60-5-04 STATEMENT OF SETTLEMENT

27-96

# Deed of Trust (Due on Transfer-Strict) TD72-10-06

The printed ports (TD72-10-06)	Mandatory 1-07)						
IF THIS FOR THIS IS A LE	M IS USED IN A	A CONSUMER CREDI IENT. IF NOT UNDER					BE
CONSCETE	DEFORE SIGN		EED OF TRUS	ST.			
			on Transfer - S				
		(Duc	on transfer - c	direc)			
THIS DEED C	F TRUST is made	e this day of	, 20	, between			
		e this day of (Borrower), whos	se address is				;
and the Public	Trustee of the Cou	unty in which the Proper	ty (see paragraph	l) is situated (Tru	istee); for the	benefit of	
					(Len	ider), whose addre	ess is
Borrower and I	ender covenant a	and agree as follows:					
1. hereby grants	Property in Tand conveys to	Trust. Borrower, in cor Trustee in trust, with , State of	power of sale, th				
1 NT					Pro	perty Address),	
known as No.	Straat Addrage		City	State	Zip	serey i radi esso,	
together with a	Il its appurtenance	es (Property).	010,	Suite	2.17		
2.		Obligations Secured. T	his Deed of Trust	is given to secure	to Lender:		
	A. the repayme	ent of the indebtedness	evidenced by Bor	rower's note (No	te) dated		
the principal s	um of	balance from		.11 1.11	Dollars (U.	S. \$	), v
interest on the	unpaid principal b	balance from	ur	itil paid, at the ra	te of	percent rate p	er ann
	and intanget narrabl						
with principal a	and interest payabl	may designate in	payments of				
with principal a or such other Dollars (U.S. S	and interest payabl place as Lender S ). di	may designate, in	payments of	beginning			: s
with principal a or such other Dollars (U.S. \$ payments to co	place as Lender  S	may designate, in day of entire indebtedness evident	lenced by said No	te is fully paid;	however, if	not sooner paid,	the en
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The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

- 8. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.
- 9. Protection of Lender's Security. Except when Borrower has exercised Borrower's rights under paragraph 6 above, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:
  - (a) any general or special taxes or ditch or water assessments levied or accruing against the Property;
  - (b) the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
  - (c) sums due on any prior lien or encumbrance on the Property;

- (d) if the Property is a leasehold or is subject to a lease, all sums due under such lease;
- (e) the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of Lender or holder of the certificate of purchase;
  - all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and
  - (g) such other costs and expenses which may be authorized by a court of competent jurisdiction.

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

- Any amounts disbursed by Lender pursuant to this paragraph 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in paragraph 2B (Note; Other Obligations Secured). Nothing contained in this paragraph 9 shall require Lender to incur any expense or take any action hereunder.
- 10. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

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

TD72-10-06. DEED OF TRUST (DUE ON TRANSFER - STRICT)

Page 2 of 5

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

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

- 12. Borrower not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.
- 13. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.
- 14. Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
- 16. Notice. Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.
- 17. Governing Law; Severability. The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.
- 18. Acceleration; Foreclosure; Other Remedies. Except as provided in paragraph 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under paragraph 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

- 19. Borrower's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.
- 20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under paragraph 18

(Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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

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

- 21. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with paragraph 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.
- **22. Waiver of Exemptions.** Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.
- 23. Escrow Funds for Taxes and Insurance. This paragraph 23 is not applicable if Funds, as defined below, are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to \_\_\_\_\_ of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus \_\_\_\_\_ of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

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

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

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

- 24. Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of 3 years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Borrower, (v) the reorganization, liquidation or dissolution of Borrower. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every Transfer:
  - (a) All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).
- (b) If a Transfer occurs and should Lender not exercise Lender's option pursuant to this paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to Borrower deal with Transferee in the same manner as with Borrower with reference to said sums including the payment or credit to Transferee of

TD72-10-06. DEED OF TRUST (DUE ON TRANSFER - STRICT)

Page 4 of 5

undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging Borrower's liability hereunder 242 for the obligations hereby secured. 243 Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere 244 fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or 245 constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be 246 estopped therefrom by virtue thereof. The issuance on behalf of Lender of a routine statement showing the status of the loan, 247 whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights. 248 Borrower's Copy. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust. 249 250 EXECUTED BY BORROWER. 251 IF BORROWER IS NATURAL PERSON(s): 253 254 255 256 \_doing business as \_\_\_\_ 257 258 IF BORROWER IS CORPORATION: 259 260 ATTEST: 261 Name of Corporation 262 263 Ву\_ 264 Secretary 265 266 (SEAL) 267 268 IF BORROWER IS PARTNERSHIP: 269 Name of Partnership 270 271 272 A General Partner 273 274 STATE OF COLORADO 275 276 \_\_COUNTY OF \_ 277 278 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_ 279 280 281 Witness my hand and official seal. 282 My commission expires: 283 284 285 Notary Public 286 287 Address 288 289 \*If a natural person or persons, insert the name(s) of such person(s). If a corporation, insert, for example, "John Doe as President and Jane Doe as Secretary of Doe 290 & Co., a Colorado corporation." If a partnership, insert, for example, "Sam Smith as general partner in and for Smith & Smith, a general partnership." 291

27-101

Page 5 of 5

TD72-10-06. DEED OF TRUST (DUE ON TRANSFER - STRICT)

# Deed of Trust (Due on Transfer-Creditworthy Restriction) TD73-10-06

The printed portion (TD73-10-06) (M	ons of this form, exc (andatory 1-07)	epi differentiated additions,	nave ocen approve	,		OHIHIBSIOH
IF THIS FORM	IS USED IN A	CONSUMER CREDIT ENT. IF NOT UNDERS				
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DEED OF TRUST						
(Due on Transfer – Creditworthy Restriction)						
THIS DEED OF	TRUST is made	this day of (Borrower), whose	, 20	, between		
and the Public T	rustee of the Cou	(Borrower), whose nty in which the Property	address is (see paragraph 1	) is situated (Tru	istee): for the	e benefit of
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Page 1 of 6

TD73-10-06. DEED OF TRUST (Creditworthy Restriction)

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

- 8. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.
- 9. Protection of Lender's Security. Except when Borrower has exercised Borrower's rights under paragraph 6 above, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:
  - a) any general or special taxes or ditch or water assessments levied or accruing against the Property;
  - (b) the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
  - (c) sums due on any prior lien or encumbrance on the Property;

- (d) if the Property is a leasehold or is subject to a lease, all sums due under such lease;
- (e) the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of Lender or holder of the certificate of purchase;
  - (f) all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and
  - (g) such other costs and expenses which may be authorized by a court of competent jurisdiction.

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

Any amounts disbursed by Lender pursuant to this paragraph 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in paragraph 2B (Note; Other Obligations Secured). Nothing contained in this paragraph 9 shall require Lender to incur any expense or take any action hereunder.

- 10. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

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

TD73-10-06. DEED OF TRUST (Creditworthy Restriction)

Page 2 of 6

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

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

- 12. Borrower not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.
- 13. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.
- 14. Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
- 16. Notice. Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.
- 17. Governing Law; Severability. The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.
- 18. Acceleration; Foreclosure; Other Remedies. Except as provided in paragraph 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under paragraph 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

- 19. Borrower's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.
- 20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under paragraph 18

TD73-10-06. DEED OF TRUST (Creditworthy Restriction)

Page 3 of 6

(Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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

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

- **21. Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with paragraph 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.
- **22. Waiver of Exemptions.** Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.
- 23. Escrow Funds for Taxes and Insurance. This paragraph 23 is not applicable if Funds, as defined below, are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to \_\_\_\_\_ of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus \_\_\_\_\_ of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

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

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

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

- 24. Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of 3 years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Borrower, (v) the reorganization, liquidation or dissolution of Borrower. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every Transfer:
- (a) Borrower shall, upon Lender's request, submit information required to enable Lender to evaluate the creditworthiness of the person ("Transferee") who is, or is to be, the recipient of a Transfer, as if a new loan were being made to Transferee. If Transferee is reasonably determined by Lender to be financially incapable of retiring the indebtedness according to its terms, based upon standards normally used by persons in the business of making loans on real estate in the same or similar circumstances, then all sums secured by this Deed of Trust, at Lender's option, may become immediately due and payable ("Acceleration").

TD73-10-06. DEED OF TRUST (Creditworthy Restriction)

Page 4 of 6

with paragraph 16 (Notice). The notice is a default or any other defense of Borrow from the date the notice is given within whe expiration of such period, Lender a paragraph 18 (Acceleration; Foreclosure after notice of any Transfer is given to L not give notice of such Acceleration with (c) If a Transfer occurs at Transferee shall be deemed to have assument whether or not the instrument evivith the Property and remain in full forwith Transferee in the same manner as wundisbursed reserve Funds on payment in for the obligations hereby secured.  (d) Should Lender not elefact of a lapse of time or the acceptant constructive notice of such Transfer, she estopped therefrom by virtue thereof. Whether or not Lender had actual or cons	hall inform Borrowerer to Acceleration a which Borrower may may, without furthes; Other Remedies), ender by Borrower in such thirty (30) and should Lender no med all of the oblig idencing such convece and effect until s with Borrower with a full of said sums, we come to to Accelerate upone of payment subtall not be deemed. The issuance on betructive notice of su	er of the right and sale. Such as less and sale. Such as less and such as	nt to assert in the notice shall mis declared of demand on all give notice to in accordance will have ender's optic. Or of the paid in full, said sums in any way altering the paid in full. Tender's rig der of a rout shall not be a	Sorrower notice of Acceleration in accordance the foreclosure proceeding the nonexistence of also provide a period of not less than 10 day due. If Borrower fails to pay such sums prior to be of such Acceleration, within thirty (30) day not expected by the paragraph 16 (Notice). If Lender shale no further right to such Acceleration, on pursuant to this paragraph 24 to Accelerate this Deed of Trust including all sums secure expressly so provides. This covenant shall rule Lender may without notice to Borrower decluding the payment or credit to Transferee of a gord discharging Borrower's liability hereunder to Transfer then, subject to (c) above, the merevents, whether or not Lender had actual of the make such election nor shall Lender be the statement showing the status of the loar a waiver or estoppel of Lender's said rights. Note and this Deed of Trust.
	EXECUTI	ED BY BOF	ROWER	
IF BORROWER IS NATURAL PERSO	N(s):			
	doing 1	huginegg ag		
		_		
IF BORROWER IS CORPORATION:				
ATTEST:				
				Name of Corporation
		Ву		
Secretary				President
(SEAL)				
IF BORROWER IS PARTNERSHIP:				Name of Partnership
				Name of Farmership
		Ву		A.G. 1D.4
				A General Partner
STATE OF COLORADO	ì			
	ss.			
COUNTY OF	J			
The foregoing instrument was ackn	owledged before me	e this	_ day of	, 20, by*
1177 1 1 1 CC 1 1 1				
Witness my hand and official seal.  My commission expires:				
				<del></del>
				NI-4 D1-1:-
				Notary Public

27-106

301

Address

& Co., a Colorado corporation.'		

# Deed of Trust (Assumable-Not Due-on Sale) TD 74-10-06

The printed portions of this form, except differentiated additions, hav	we been approved	by the Colorac	lo Real Estate	Commission	
(TD74-10-06) (Mandatory 1-07)  IF THIS FORM IS USED IN A CONSUMER CREDIT T	RANSACTION	N. CONSULT	LEGAL C	OUNSEL.	
THIS IS A LEGAL INSTRUMENT. IF NOT UNDERST CONSULTED BEFORE SIGNING.					BE
DEED OF TRUST					
	- Not Due on				
· ·		,			
THIS DEED OF TRUST is made this day of (Borrower), whose add	, 20	_, between			
(Borrower), whose add	dress is				;
and the Public Trustee of the County in which the Property (s	see paragraph 1)	is situated (T	rustee); for t	he benetit ot ender), whose addre	aa ia
			(Г	ender), whose addre	588 IS
Borrower and Lender covenant and agree as follows:					
1. Property in Trust. Borrower, in consider hereby grants and conveys to Trustee in trust, with power country of, State of Color	er of sale, the				
				(D	
known as No.	ar.	G		(Property Add	iress),
Street Address together with all its appurtenances (Property).	City	State	Zip		
2. Note: Other Obligations Secured. This I	Dood of Truet is	given to secu	ra to I ander		
A. the repayment of the indebtedness evidence.				•	
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interest on the unpaid principal balance from		i para, ac are i	i dice or		
				·	
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with principal and interest payable at	payments of _	beginning	g		, s
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TD74-10-06. DEED OF TRUST (Assumable – <u>Not</u> Due on Sale)

Page 1 of 5

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

- 8. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.
- 9. Protection of Lender's Security. Except when Borrower has exercised Borrower's rights under paragraph 6 above, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:
  - (a) any general or special taxes or ditch or water assessments levied or accruing against the Property;
  - (b) the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
  - (c) sums due on any prior lien or encumbrance on the Property;

- (d) if the Property is a leasehold or is subject to a lease, all sums due under such lease;
- (e) the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of Lender or holder of the certificate of purchase;
  - (f) all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and
  - (g) such other costs and expenses which may be authorized by a court of competent jurisdiction.

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

Any amounts disbursed by Lender pursuant to this paragraph 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in paragraph 2B (Note; Other Obligations Secured). Nothing contained in this paragraph 9 shall require Lender to incur any expense or take any action hereunder.

- 10. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

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

amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

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

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

- 12. Borrower not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.
- 13. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.
- 14. Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
- 16. Notice. Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.
- 17. Governing Law; Severability. The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.
- 18. Acceleration; Foreclosure; Other Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under paragraph 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

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

TD74-10-06. DEED OF TRUST (Assumable – Not Due on Sale)

Page 3 of 5

Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, 179 Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under paragraph 18 180 (Acceleration: Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they 181 182 Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration 183 under paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure 184 proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or 185 insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be 186 appointed by any Court of competent jurisdiction upon ex parte application and without notice; notice being hereby expressly 187 188 Upon Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, 189 Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the 190 Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be 191 applied, first to payment of the costs of preservation and management of the Property, second to payments due upon prior liens, and 192 then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually 193 received. 194 Release. Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed 195 of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. 196 If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with paragraph 16 (Notice) from Borrower 197 to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the 198 release of this Deed of Trust. 199 Waiver of Exemptions. Borrower hereby waives all right of homestead and any other exemption in the Property 22. 200 under state or federal law presently existing or hereafter enacted. 201 202 Escrow Funds for Taxes and Insurance. This paragraph 23 is not applicable if Funds, as defined below, are 203 being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to 204 of yearly premium installments for 205 of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus \_ 206 Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and 207 reasonable estimates thereof, taking into account any excess Funds not used or shortages. The principal of the Funds shall be held in a separate account by Lender in trust for the benefit of Borrower and deposited 208 in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the 209 Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds, 210 analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any 211 interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits 212 and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security 213 for the sums secured by this Deed of Trust. 214 If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they 215 fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is given 216 in accordance with paragraph 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured 217 by this Deed of Trust is subject to RESPA or other laws regulating Escrow Accounts, such deficiency, surplus or any other required 218 adjustment shall be paid, credited or adjusted in compliance with such applicable laws 219 Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds 220 held by Lender. If under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise 221 acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, 222 whichever occurs first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of 223 Trust. 224 Borrower's Copy. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust. 225 226 EXECUTED BY BORROWER 227 228 IF BORROWER IS NATURAL PERSON(s): 229 230 231 232 doing business as

TD74-10-06. DEED OF TRUST (Assumable –  $\underline{Not}$  Due on Sale)

IF BORROWER IS CORPORATION:

233 234

235 236

237

238

ATTEST:

Page 4 of 5

Name of Corporation

G 4			President
Secretary			President
(SEAL)			
F BORROWER IS PARTNERSHI	D.		
			Name of Partnership
		By	10 10
			A General Partner
STATE OF COLORADO	ì		
	} ss.		
COUNTY OF	j		
The foregoing instrument was	acknowledged before	me this day	of, 20, by*
		<del>.</del>	
Witness my hand and official s			
My commission expires:			
			Notary Public
			Address
			1 ICICH Cas
			example, "John Doe as President and Jane Doe as her in and for Smith & Smith, a general partnershi

TD74-10-06. DEED OF TRUST (Assumable – Not Due on Sale)

Page 5 of 5

# **Earnest Money Promissory Note EMP80-5-04**

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (EMP 80-5-04)

# **EARNEST MONEY Promissory Note**

U.S. \$				
			Date:	
City		State		
FOR VALUE RECEIVED,				
		Name(s) of Maker(s	)	
		Address	<u></u>	
jointly and severally, promis	se to pay to the order of			
the sum of				
				Dollars,
with interest at	pe	r cent per annum from	until paid.	
Both principal and interest a	re payable in U.S. dolla	ars on or before	, ŗ	ayable at
		nte. Presentment, notice of disho sonable costs of collection, inclu		waived. If this
N	Iaker's signature			
N	Aaker's signature			

This note is given as earnest money for the contract on the following property:

# Promissory Note for Deed of Trust (UCCC-No Default Rate) NTD82-10-06

The printed portions of this form, except differentiated additions, have been (NTD82-10-06) (Mandatory 1-07)	n approved by the Colorado Real Estate Commission.
IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTI THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGA BEFORE SIGNING.	
PROMISSOR	EV NOTE
(UCCC - NO DEFA)	
(occc-no bera	obi Raie)
U.S. \$	, Colorado
	Date:
	Date.
1. FOR VALUE RECEIVED, the undersigned (Borrower) promi	se(s) to pay
(Note Holder) or order, the principal sum of with interest on the unpaid principal balance from	Dollars,
annum. Principal and interest shall be payable at	or such other
place as Note Holder may designate, in payments of	Dollars
annum. Principal and interest shall be payable at place as Note Holder may designate, in payments of (U.S. \$), due on the day of each	, beginning Such payments
shall continue until the entire indebtedness evidenced by this No	ote is fully paid; provided, however, if not sooner paid, the
entire principal amount outstanding and accrued interest thereon, s	hall be due and payable on
	f any payment not received by Note Holder within
• • • • • • • • • • • • • • • • • • • •	f any payment not received by Note Holder within
days after the payment is due.	
days after the payment is due.  3. Payments received for application to this Note shall be applied.	ed first to the payment of late charges, if any, second to the
days after the payment is due.  3. Payments received for application to this Note shall be applied.	ed first to the payment of late charges, if any, second to the
days after the payment is due.  3. Payments received for application to this Note shall be applied payment of accrued interest specified above, and the balance applied.	od first to the payment of late charges, if any, second to the
days after the payment is due.  3. Payments received for application to this Note shall be applied payment of accrued interest specified above, and the balance applied.  4. If any payment required by this Note is not paid when due, the specified above is not paid when due, the specified above.	od first to the payment of late charges, if any, second to the ed in reduction of the principal amount hereof.  the entire principal amount outstanding and accrued interest
days after the payment is due.  3. Payments received for application to this Note shall be applied payment of accrued interest specified above, and the balance applied.  4. If any payment required by this Note is not paid when due, the thereon shall become due and payable at the option of Note Holde	ed first to the payment of late charges, if any, second to the ed in reduction of the principal amount hereof.  the entire principal amount outstanding and accrued interest (Acceleration) twenty days after notice of Acceleration has
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NTD 82-10-06. (UCCC - NO DEFAULT RATE) PROMISSORY NOTE

Page 1 of 2

8. The indebtedness evidenced by this Note is sec	eured by a Deed of Trust datedonal rights of Note Holder. Such rights may cause Acceleration
indebtedness evidenced by this Note. Reference is	made to said Deed of Trust for such additional terms. Said Deed of
	perty located in the County of
State of Colorado:	
known as No.	(Property Address).
known as No. Street Address	City State Zip
	-
(GALLETICAL GLOVE OF	GDIAL NOTE ON LINETARI GODII
(CAUTION: SIGN ORI	GINAL NOTE ONLY/RETAIN COPY)
IF BORROWER IS NATURAL PERSON(S):	
	doing business as
IF BORROWER IS CORPORATION:	
in bolide which cold claimer.	
ATTEST:	
	Name of Corporation
	Dr.
Secretary	By President
sections	11 onto 11
(SEAL)	
IF BORROWER IS PARTNERSHIP:	Name of Partnership
	Name of Parmersmp
	By General Partner
	General Partner
D 1 11	
Borrower's address:	

NTD 82-10-06. (UCCC - NO DEFAULT RATE) PROMISSORY NOTE

Page 2 of 2

# **Promissory Note for Deed of Trust NTD81-10-06**

	> (	itory 1-07)			or approx				Commission	
	LEGAL IN		SUMER CREDIT IF NOT UNDERS						ULD BE C	CONSUI
			PR	OMISS	ORY NO	TE				
U.S. \$ Colorado										
Colorado										
						Da	ate:			
1.	FOR	VALUE	RECEIVED,	the			(Borrower)	pro	mise(s)	to
				(Note	Holder)	or	order,		principal	sum
1 1 0				1		Dollars	, with int	erest or	the unp	oaid pr
balance fro	m		, until paid,	at the rate	of	_ percent	t per annun	. Princi	pal and in	terest s
payaoie at	avments of	?			, or	such oth	er brace as	Mote H US \$	older illay	uesigi
the	day of eac	 :h	_, beginning			. Such	_ payments	shall c	ontinue u	ntil the
indebtedne	ss evidenc	ed by this N	Note is fully paid	d; provide	d, howeve	r, if not	sooner pa	id, the	entire prir	ncipal a
lays after t	he paymen		der a late charge o	<i>y</i> ,	o or any pa	y iii ciit iio	t received t	y ivoto .	riolder wi	
payment of balance app 4. If any p occurs, the of Note Ho of default. limited to r	f accrued in red ayment red entire prin lder (Acce Note Hold easonable a	nterest at the fuction of the quired by this cipal amount leration); and ler shall be er attorneys' fee		fied below hereof. when due ccrued into shall bear Il reasonab	y, if any, the	default un shall at he rate of	under any I once become	est first so beed of 'ne due a percent pon and/o	specified a  Frust secu  Ind payabl  per annum  r suit, incl	ring thi e at the from t uding,
payment of balance app 4. If any p occurs, the of Note Ho of default. limited to r 5. Borrow except	f accrued in red ayment rec entire prin lder (Acce Note Hold easonable a er may pre	nterest at the fuction of the fuction of the quired by this cipal amount leration); and for shall be erattorneys' fee epay the prince that shall be appeared by the prince on the shall be appeared by the prince of	default rate speciprincipal amount land Note is not paid outstanding and a the indebtedness attitled to collect all	fied below hereof.  when due ccrued into shall bear il reasonab tanding ur	y, if any, the	default un shall at he rate of dexpense	ander any I once become of collections or in I	est first some deed of ince due a percent on and/o	specified a  Frust secu nd payabl per annum r suit, incl ny time w	ring this e at the from to uding, it

NTD 81-10-06. PROMISSORY NOTE

Page 1 of 2

8. The indebtedness evidenced by this Note is secu until released said Deed of Trust contains addition			
indebtedness evidenced by this Note. Reference is a grants rights in the following legally described prop			
State of Colorado:			
known as NoStreet Address	C' 91	(Property A	Addre
Street Address	City St	ate Zip	
(CAUTION: SIGN ORIG	INAL NOTE ONLY/RETAIN CO	PY)	
(cheffen, sign one	INIB NOTE ONE PRESIDENCE	. 1 /	
IF BORROWER IS NATURAL PERSON(S):			
	doing business as		
IF BORROWER IS CORPORATION:			
ATTEST:			
	Name o	of Corporation	
	By		
Secretary	President		
(SEAL)			
IE DODDOWED IS DADTNIEDSUID.			
IF BORROWER IS PARTNERSHIP:	Name o	of Partnership	
	Ву		
	Gener	al Partner	
Borrower's address:			

NTD 81-10-06. PROMISSORY NOTE

Page 2 of 2

### # Worksheet for Real Estate Settlement SS61-05-04

### WORKSHEET FOR REAL ESTATE SETTLEMENT

SELLER	BUYER	
PROPERTY ADDRESS		
SETTLEMENT DATE	DATE OF PRORATION	
LEGAL DESCRIPTION		

		SELLER		BUYER	R		
	Debit	Credit	Debit	Credit	Debit	Credit	
1 Selling Price							
2 Deposit paid to							
3 Trust Deed, Payable to							
4 Trust Deed, Payable to							
5 Trust Deed, Payoff to							
6 Interest on Loan Assumed							
7 Title Ins. Premium							
8 Abstracting: Before Sale							
9 After Sale							
10 Title Exam by							
11 Recording: Warranty Deed							
12 Trust Deed							
13 Release							
14 Other							
15 Documentary Fee							
16 Certificate of Taxes Due							
17 Taxes for Preceding Year(s)							
18 Taxes for Current Year							
19 Tax Reserve							
20 Special Taxes							

WORKSHEET FOR REAL ESTATE SETTLEMENT

Page 1 of 2

Chapter 27: Commission Approved and Miscellaneous Forms

	1			
21 Personal Property Taxes				
22 Hazard Ins. Prem. Assumed				
23 Premium for New Insurance				
24 Hazard Ins. Reserve				
25 FHA Mortgage Ins. Assumed				
26 FHA Mortgage Ins. Reserve				
27 Loan Service Fee (Buyer)				
28 Loan Discount Fee (Seller)				
29 Interest on New Loan				
30 Survey, and/or Credit Report				
31 Appraisal Fee				
32 Water and/or Sewer				
33 Rents				
34 Security Deposits				
35 Loan Transfer Fee				
36 Loan Payment Due				
37 Broker's Fee				
SUBTOTALS				
Balance due to/from Seller				
Balance due to/from Buyer				
TOTALS				

WORKSHEET FOR REAL ESTATE SETTLEMENT

Page 2 of 2

#### # Real Property Transfer Declaration TD-1000

#### REAL PROPERTY TRANSFER DECLARATION - (TD-1000)

#### GENERAL INFORMATION

**Purpose:** The Real Property Transfer Declaration provides essential information to the county assessor to help ensure fair and uniform assessments for all property for property tax purposes. Refer to 39-14-102(4), Colorado Revised Statutes (C.R.S.).

Requirements: All conveyance documents (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This declaration must be completed and signed by the grantor (seller) or grantee (buyer). Refer to 39-14-102(1)(a), C.R.S.

**Penalty for Noncompliance:** Whenever a Real Property Transfer Declaration does not accompany the deed, the clerk and recorder notifies the county assessor who will send a notice to the buyer requesting that the declaration be returned within thirty days after the notice is mailed.

If the completed Real Property Transfer Declaration is not returned to the county assessor within the 30 days of notice, the assessor may impose a penalty of \$25.00 or .025% (.00025) of the sale price, whichever is greater. This penalty may be imposed for any subsequent year that the buyer fails to submit the declaration until the property is sold. Refer to 39-14-102(1)(b), C.R.S.

Confidentiality: The assessor is required to make the Real Property Transfer Declaration available for inspection to the buyer. However, it is only available to the seller if the seller filed the declaration. Information derived from the Real Property Transfer Declaration is available to any taxpayer or any agent of such taxpayer subject to confidentiality requirements as provided by law. Refer to 39-5-121.5, C.R.S and 39-13-102(5)(c), C.R.S.

1.	Address and/or legal description of the real property sold: Please do not use P.O. box numbers.
2.	Type of property purchased: ☐ Single Family Residential ☐ Townhome ☐ Condominium ☐ Multi-Unit Res ☐ Commercial ☐ Industrial ☐ Agricultural ☐ Mixed Use ☐ Vacant Land ☐ Other
3.	Date of closing:
	Month Day Year Date of contract if different than date of closing:
	Month Day Year
4.	Total sale price: Including all real and personal property.  \$
5.	Was any personal property included in the transaction? Personal property would include, but is not limited to, carpeting, draperies, free standing appliances, equipment, inventory, furniture. If the personal property is not listed, the entire purchase price will be assumed to be for the real property as per 39-13-102, C.R.S.  Yes No If yes, approximate value \$ Describe
6.	Did the total sale price include a trade or exchange of additional real or personal property? If yes, give the approximate value of the goods or services as of the date of closing.  ☐ Yes ☐ No If yes, value \$
7.	Was 100% interest in the real property purchased? Mark "no" if only a partial interest is being purchased.  ☐ Yes ☐ No If no, interest purchased
8.	Is this a transaction among related parties? Indicate whether the buyer or seller are related. Related parties include persons within the same family, business affiliates, or affiliated corporations. $\square$ Yes $\square$ No
9.	Check any of the following that apply to the condition of the improvements at the time of purchase.  ☐ New ☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐ Salvage.

If the property is financed, please complete the following.	
10. Total amount financed. \$	
11. Type of financing: (Check all that apply)  New Assumed Seller Third Party Combination; Explain	
12. Terms:  Variable; Starting interest rate	_
13. Please explain any special terms, seller concessions, or financing and any other information that would hassessor understand the terms of sale.	elp the
For properties <u>other</u> than residential (Residential is defined as: single family detached, townhomes, apartment condominiums) please complete questions 14-16 if applicable. Otherwise, skip to #17 to complete.  14. Did the purchase price include a franchise or license fee?   Yes  No	s and
If yes, franchise or license fee value \$  15. Did the purchase price involve an installment land contract? ☐ Yes ☐ No If yes, date of contract	
<ul><li>16. If this was a vacant land sale, was an on-site inspection of the property conducted by the buyer prior to the closing?</li><li>☐ Yes</li><li>☐ No</li></ul>	ıe
Remarks: Please include any additional information concerning the sale you may feel is important.	_
17. Signed this	- - include
Signature of Grantee (Buyer) □ or Grantor (Seller) □	-
18. All future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to	C.
Address (mailing) ( ) Daytime Phone	-
City, State and Zip Code	_

# # Earnest Money Release EMR83-5-04

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (EMR 83-5-04)

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

#### EARNEST MONEY RELEASE

		Date:			
1.	Parties, Property, Contract, Earnest M	Money Deposit:			
2. that th	b. Buyer	ract is terminated. Buyer and Seller agree			
	a. \$ payab. b. \$ payab	le to;			
	c. Other:	ie w			
accou	If the Contract required the Earnest No. 1, the interest shall be disbursed as for	Money to be placed in an interest bearing llows:			
This Earnest Money Release may affect legal rights or claims of the parties. Buyer and Seller are advised of their right to obtain legal counsel.					
Date:		Date:			
Buyer	<del>.</del>	Buyer			
Date:		Date:			
Seller		Seller			

27-122

EMR 83-5-04 EARNEST MONEY RELEASE

### **Common Interest Community Checklist for Brokerage Firm**

#### COMMON INTEREST COMMUNITY CHECKLIST FOR BROKERAGE FIRM

NOTE: Any recipient of this form is advised to independently verify information listed below.

Property Address:	Date:					
Item	1		Don't	I	I	
item	Yes	No	Know	Amount	Comment	
1. Are there any unpaid expenses or assessments on the property?						
2. Are there any unpaid special assessments on the property?						
3. Are there any unpaid liens on the property?						
4. Are any special assessments being contemplated on the property?						
5. Are any increases being contemplated to the periodic fee?						
6. Is there a monthly association fee?						
7. Is there a quarterly association fee?						
8. Is there a semi-annual association fee?						
9. Is there an annual association fee?						
10. Is the property subject to more than one association fee?						
11. Must a buyer prepay monthly association dues at time of closing? If so, how many months?						
12. Is a working capital reserve deposit required from the buyer?						
13. Is a transfer fee imposed by the association upon sale of the property?						
14. Is a fee imposed by the association for providing a status letter?						
15. Is there a charge for common area access devices? (pool keys,						
common hallway keys, etc.)						
16. Are any other fees imposed by the association upon sale of the						
property?						
17. Are there any violations of covenants that the seller has been advised of?						
18. Are there any existing or pending law suits against the association and/or the property?						
19. Is the association still under the control of the developer?						
20. Is there any damage to this property, any common areas, any adjacent properties, or violations of the covenants or rules and regulations that						
could cause a lien against the property?						
21. Is the sale of this property subject to a right of first refusal by the						
association or a member?						
22. Does this property include the use of?						
Deeded Exclusive use  Storage unit(s)   Parking space(s)   Deeded Exclusive use						
Carport(s						
Garage(s)						
23. The regular association dues includes the following:						
Management		1				

COMMON INTEREST COMMUNITY CHECKLIST FOR BROKERAGE FIRM

Insurance premiums						
a. Structure(s)						
b. Common area liability						
Common area/element repair, maintenance of	r renlacement					
Trash collection	Тергасентен					
Water						
Sewer						
Heat						
Hot water						
Snow removal						
Roof						
Indoor swimming pool						
Outdoor swimming pool						
Hot tub						
Tennis court(s)						
Club house						
Perimeter fencing						
Cable/satellite TV						
Gas service						
Electric service						
Road maintenance						
Common area utilities						
Exterior maintenance						
Other						
Explain any "Yes" answers to the above quest	ions:					
Association Name: Association Address: Association Phone: Association e-mail address:						
Association Phone:	Association President:					
Association e-mail address:						
Association website:						
Association Management Company:						
Management Company Address:						
Management Company Phone:	Fax:					
Management Company e-mail address:						
Management Company Website:						
Is there a Sub-Association? If so, the above in	nformation for the Sub-Associa	tion:				

### # Listing Firm's Well Checklist

### LISTING FIRM'S WELL CHECKLIST

### [THIS CHECKLIST IS FOR SELLER AND LISTING FIRM'S INTERNAL USE ONLY.]

				Date:	
Seller					
Proper	ty:				
	Copy of Well Permit attached		Yes	□ No	
I.	Domestic (Exempt) Wells:			old use only	
	A. Confirm with State or Division Engineer		to:		
	1) Permit or Registration No:		•		
	2) Statement of Beneficial Use filed	Ш	Yes	□ No	
	<ul><li>3) Location:</li><li>4) Permitted uses:</li></ul>				
	5) Restrictions:				
	6) Decreed:		Yes	□ No	
	a. Water Court Docket No:_				
	7) Other, copy of report, etc.				
	8) Augmentation Plan		Yes	□ No	
	9) Well placed on Inactive Status		Yes	□ No	
	B. Pump Test		Yes Date_		_□ No
	GPM				
	C. Potability test		Yes Date_		_□ No
	Results:		37		
	D. Cistern	П	Yes	□ No	
	E. Pump				
	Type Age				
	F. Shared use		Yes	□No	
	Shared with				
II.	Other (Fee) Wells:		C 1 131-4		1
	A. Confirm with State or Division Engineer 1) Permit or Registration No:	or	Joung Wat	ter Commission	n as to:
	<ul><li>2) Statement of Beneficial Use filed</li></ul>	$\overline{\Box}$	Ves	□No	
	3) Place of use/location:			Ппо	
	4) Pumping rate, volumetic limit:	_			
	5) Metered		Yes	□ No	
	a. Subject to Metering Order		Yes	□ No	

6) Permitted uses and restrictions:	
a. Irrigation:	
b. Industrial:	
c. Commercial:	
d. Municipal:	
7) Decreed:	☐ Yes ☐ No
a. Water Court Docket No:	
8) Source:	
a. Tributary to:	
(1) Augmentation by	
(a) Decree, Docket N	
(b) Administrative ap	
(i) Cost of au	-
(ii) Membersl	
(iii) Cost of w	•
` /	(Ground Water Commission):
(1) Designated Basin:	
(2) Management Distr	
(a) Contact int	•
c. Non-Tributary/Not-Nontri	
(1) Name of formation	<del>-</del>
(2) Permit conditions	` · /
(3) Decree provisions	

<u>Caution</u>: Water rights can be very technical and complex. Counsel of appropriate experts, such as attorneys or brokers who specialize in water rights, water engineers and well drillers, should be sought. Valuable general and specific information can also be obtained from the Office of the State Engineer, Division of Water Resources, Colorado Department of Natural Resources, at 303-866-3581 (general), 303-866-3587 (groundwater information), and the Water Division Office for the county in which a property is located. The State Engineer's Office also has a useful Guide to Colorado Water Rights, Well Permits, and Administration available at <a href="https://www.water.state.co.us">www.water.state.co.us</a>.

### **Colorado Statutory Power of Attorney for Property**

CRS 15-1-1302 Form

Page 1 of 5

#### COLORADO STATUTORY POWER OF ATTORNEY FOR PROPERTY

NOTICE: UNLESS YOU LIMIT THE POWER IN THIS DOCUMENT, THIS DOCUMENT GIVES YOUR AGENT THE POWER TO ACT FOR YOU, WITHOUT YOUR CONSENT, IN ANY WAY THAT YOU COULD ACT FOR YOURSELF. THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE "UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT" PART 13 OF ARTICLE 1 OF TITLE 15, COLORADO REVISED STATUTES, AND PART 6 OF ARTICLE 14 OF TITLE 15, COLORADO REVISED STATUTES. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVISE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY AND AFFAIRS, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL, OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THE PROVISIONS OF THIS FORM AND MUST KEEP A RECORD OF RECEIPTS, DISBURSEMENTS, AND SIGNIFICANT ACTIONS TAKEN AS AGENT. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS FORM BUT NOT CO-AGENTS. UNTIL YOU REVOKE THIS POWER OF ATTORNEY OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU MAY BECOME DISABLED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE MANNER PROVIDED BELOW.

YOU MAY HAVE OTHER RIGHTS OR POWERS UNDER COLORADO LAW NOT SPECIFIED IN THIS FORM,
I,
(Insert your full name and address)
appoint
(Insert the full name and address of the person appointed)
as my agent ( attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:
TO GRANT ONE OR MORE OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING. TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.
INITIAL
(A) Real property transactions (when properly recorded).
(B) Tangible personal property transactions.
(C) Stock and bond transactions.
(D) Commodity and option transactions.

CRS 15-1-1302 Form	Page 2 of 5
(E) Banking and other financial institution transactions.	
(F) Business operating transactions.	
(G) Insurance and annuity transactions.	
(H) Estate, trust, and other beneficiary transactions.	
(I) Claims and litigation.	
(J) Personal and family maintenance.	
(K) Benefits from social security, medicare, medicaid, or other governmental pro-	ograms or military service.
(L) Retirement plan transactions.	
(M) Tax matters.	
UNLESS YOU DIRECT OTHERWISE, THIS POWER OF ATTORNEY IS EFFECTIVE CONTINUE UNTIL IT IS REVOKED OR TERMINATED AS SPECIFIED BELOW. STRIK YOUR INITIALS TO THE LEFT OF THE FOLLOWING SENTENCE IF YOU DO NOT ATTORNEY TO CONTINUE IF YOU BECOME DISABLED, INCAPACITATED, OR INCO	KE THROUGH AND WRITE
This power of attorney will continue to be effective even though I become incompetent.	disabled, incapacitated, or
YOU MAY INCLUDE ADDITIONS TO AND LIMITATIONS ON THE AGENT'S POWEATTORNEY IF THEY ARE SPECIFICALLY DESCRIBED BELOW.	ERS IN THIS POWER OF
<ol><li>The powers granted above shall not include the following powers or shall be following manner (here you may include any specific limitations you deem approof or conditions on the sale of particular stock or real estate or special rules agent):</li></ol>	inriate such as a probibition
	AND THE RESIDENCE OF THE WAY AND
	леждения женеражения постоя на паменую у этом этом от ференция изменя и как от передуатующего на паменую в наст
	to a constant that is the state of the state
	y — To a diagnosis some some some some and some debuggers and so be a diagnosis and a diagnosi
3. In addition to the powers granted above, I grant my agent the following powe other delegable powers, such as the power to make gifts, exercise powers of app beneficiaries or joint tenants, or revoke or amend any trust specifically referred to	contract name or chance
	The College School and the College of the College o
	THE STATE OF THE S
	A SAN

CRS 15-1-1302 Form Pag	e 3 of 5
	· wooden
	Administrative specific
	and the second of the second o
4. SPECIAL INSTRUCTIONS. ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTION TO YOUR AGENT:	ONS
	778110000000000000000000000000000000000
	WHITE COLUMN
	Marketon and appropri
	PRODUCTION AND ADDRESS OF THE PRODUC
	To face and one
YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED ACTING UNDER THIS POWER OF ATTORNEY. STRIKE THROUGH AND INITIAL THE NEXT SENTENCE YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.	3 BET.
5. My agent is entitled to reasonable compensation for services rendered as agent under this power attorney.	r of
THIS POWER OF ATTORNEY MAY BE AMENDED IN ANY MANNER OR REVOKED BY YOU AT ANY TIMESENT AMENDMENT OR REVOCATION, THE AUTHORITY GRANTED IN THIS POWER OF ATTORNEY EFFECTIVE WHEN THIS POWER OF ATTORNEY IS SIGNED AND CONTINUES IN EFFECT UNTIL YOU DEATH, UNLESS YOU MAKE A LIMITATION ON DURATION BY COMPLETING THE FOLLOWING:	10
6. This power of attorney terminates on	PS 1906 albert =
, (Insert a future date or event, such as court determination of your disability, when you you want this pow to terminate prior to your death.)	ver
BY RETAINING THE FOLLOWING PARAGRAPH, YOU MAY, BUT ARE NOT REQUIRED TO, NAME YOU AGENT AS GUARDIAN OF YOUR PERSON OR CONSERVATOR OF YOUR PROPERTY, OR BOTH, IF COURT PROCEEDING IS BEGUN TO APPOINT A GUARDIAN OR CONSERVATOR, OR BOTH, FOR YOU. THE COURT WILL APPOINT YOUR AGENT AS GUARDIAN OR CONSERVATOR, OR BOTH, IF THE COURT FINE THAT SUCH APPOINTMENT WILL SERVE YOUR BEST INTERESTS AND WELFARE. STRIKE THROUGH AN INITIAL PARAGRAPH 7 IF YOU DO NOT WANT YOUR AGENT TO ACT AS GUARDIAN OR CONSERVATO OR BOTH.	A HE DS

CRS 15-1-1302 Form	Page 4 of 5
<ol> <li>If a guardian of my person or a conservator for my agent acting under this power of attorney as such gua security.</li> </ol>	property, or both, are to be appointed, I nominate the ardian or conservator, or both, to serve without bond or
IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT AGENT IN THE FOLLOWING PARAGRAPH:	THE NAME AND ADDRESS OF ANY SUCCESSOR
8. If any agent named by me shall die, become incapa I name the following each to act alone and successive	acitated, resign, or refuse to accept the office of agent, sly, in order named, as successor to such agent:
For purposes of this paragraph 8, a person is considered to b person adjudicated incapacitated or if the person is unable to	e incapacitated if and while the person is a minor or a give prompt and intelligent consideration to business
matters, as certified by a licensed physician.	
I agree that any third party who receives a copy of this doc attorney is not effective as to a third party until the third party party for any claims that arise against the third party because of	earns of the revocation. I agree to indemnify the third f reliance on this power of attorney.
I agree that any third party who receives a copy of this doc attorney is not effective as to a third party until the third party	teams of the revocation. I agree to indemnify the third f reliance on this power of attorney.  te)  O NOT UNDERSTAND, IT MAY BE IN YOUR BEST
I agree that any third party who receives a copy of this doc attorney is not effective as to a third party until the third party party for any claims that arise against the third party because of Signed on	teams of the revocation. I agree to indemnify the third f reliance on this power of attorney.  te)  O NOT UNDERSTAND, IT MAY BE IN YOUR BEST
I agree that any third party who receives a copy of this doc attorney is not effective as to a third party until the third party party for any claims that arise against the third party because of Signed on	learns of the revocation. I agree to indemnify the third f reliance on this power of attorney.  te)  O NOT UNDERSTAND, IT MAY BE IN YOUR BEST THAN SIGN THIS FORM.  (Your Social Security Number)  AGENT AND SUCCESSOR AGENTS TO PROVIDE SPECIMEN. SIGNATURES IN THIS POWER OF
I agree that any third party who receives a copy of this doc attorney is not effective as to a third party until the third party party for any claims that arise against the third party because of Signed on (Daily There is anything about this form that you distributed in the party because of the company of the party because of the company of the company of the party because of the company of the party because of the company of the company of the party because of the company of the c	learns of the revocation. I agree to indemnify the third f reliance on this power of attorney.  Ite)  O NOT UNDERSTAND, IT MAY BE IN YOUR BEST THAN SIGN THIS FORM.  (Your Social Security Number)  AGENT AND SUCCESSOR AGENTS TO PROVIDE SPECIMEN SIGNATURES IN THIS POWER OF DPPOSITE THE SIGNATURES OF THE AGENTS.
I agree that any third party who receives a copy of this doc attorney is not effective as to a third party until the third party party for any claims that arise against the third party because of Signed on (Daily There is anything about this form that you distributed in the third party because of third party because of the third party because	learns of the revocation. I agree to indemnify the third f reliance on this power of attorney.  Ite)  O NOT UNDERSTAND, IT MAY BE IN YOUR BEST THAN SIGN THIS FORM.  (Your Social Security Number)  AGENT AND SUCCESSOR AGENTS TO PROVIDE SPECIMEN SIGNATURES IN THIS POWER OF DPPOSITE THE SIGNATURES OF THE AGENTS.
I agree that any third party who receives a copy of this doc attorney is not effective as to a third party until the third party party for any claims that arise against the third party because of Signed on (Da IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DINTEREST TO CONSULT A COLORADO LAWYER RATHER  (Your Signature)  YOU MAY, BUT ARE NOT REQUIRED TO, REQUEST YOUR SPECIMEN SIGNATURES BELOW. IF YOU INCLUDE SATTORNEY, YOU MUST COMPLETE THE CERTIFICATION OF NOTICE TO AGENTS: BY EXERCISING POWERS UNDER FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN	learns of the revocation. I agree to indemnify the third freliance on this power of attorney.  Ite)  O NOT UNDERSTAND, IT MAY BE IN YOUR BEST THAN SIGN THIS FORM.  (Your Social Security Number)  AGENT AND SUCCESSOR AGENTS TO PROVIDE SPECIMEN SIGNATURES IN THIS POWER OF DPPOSITE THE SIGNATURES OF THE AGENTS.  THIS DOCUMENT, THE AGENT ASSUMES THE AGENT UNDER COLORADO LAW.  I certify that the signatures (and successors) of
I agree that any third party who receives a copy of this doc attorney is not effective as to a third party until the third party party for any claims that arise against the third party because of the state of the	learns of the revocation. I agree to indemnify the third f reliance on this power of attorney.  Ite)  O NOT UNDERSTAND, IT MAY BE IN YOUR BEST THAN SIGN THIS FORM.  (Your Social Security Number)  AGENT AND SUCCESSOR AGENTS TO PROVIDE SPECIMEN SIGNATURES IN THIS POWER OF DPPOSITE THE SIGNATURES OF THE AGENTS.  THIS DOCUMENT, THE AGENT ASSUMES THE AGENT UNDER COLORADO LAW.  I certify that the signatures (and successors) of my agent are correct.

1-1302 Form	Pag
STATE OF COLORADO	
COUNTY OF ss.	
This document was acknowledged before me on	(da
by	
(, who certifies the correctness of the signature(s) of the	e agent(s).)
My commission expires:	And the state of t
(SEAL)	
	Notary F
	•

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP47-5-04)

### **Lead-Based Paint Obligations of Seller**

Seller acknowledges the following obligations, which shall be completed before the buyer is obligated under any contract to buy and sell real estate. There is no obligation of Seller to conduct any evaluation or reduction activities.

- 1. Seller shall provide the required lead warning statement set forth on the lead-based paint disclosure form.
- 2. Seller shall provide the buyer with the EPA-approved lead hazard information pamphlet "Protect Your Family From Lead in Your Home".
- 3. Seller shall disclose to the buyer and the real estate licensee(s) the presence of any known lead-based paint and/or lead-based paint hazards in the Property being sold. Seller shall also disclose any additional information available to Seller concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
- 4. Seller shall disclose to each real estate licensee the existence of any available records or reports. Seller shall also provide the buyer with any records or reports available to Seller pertaining to lead-based paint and/or lead-based paint hazards in the Property being sold. This requirement includes records and reports regarding common areas. This requirement also includes records and reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the building as a whole. If no such records or reports are available, Seller shall so indicate.
- 5. Seller, before a buyer is obligated under any contract to buy and sell real estate, shall permit the buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. A buyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.
- 6. Seller must sign and date the Lead-Based Paint Disclosure, certifying to the accuracy of Seller's statements, to the best of Seller's knowledge.

If any of the disclosure activities identified above occurs after the buyer has provided an offer to purchase the Property, Seller shall complete the required disclosure activities prior to accepting the buyer's offer and allow the buyer an opportunity to review the information and possibly amend the offer.

Seller is required to retain a copy of the completed Lead-Based Paint Disclosure for 3 years from the completion date of the sale.

Property known as No.					
	Street Address	City	State	Zip	
Date:		Date:			
Seller		Seller			

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP48-5-04)

#### **Lead-Based Paint Obligations of Landlord**

Landlord acknowledges the following obligations, which shall be completed before the tenant is obligated under any contract to lease the Property. There is no obligation of Landlord to conduct any evaluation or reduction activities.

- 1. Landlord shall provide the required lead warning statement set forth on the Lead-Based Paint Disclosure form.
- 2. Landlord shall provide the tenant with the EPA-approved lead hazard information pamphlet "Protect Your Family From Lead in Your Home".
- 3. Landlord shall disclose to the tenant and the real estate licensee(s) the presence of any known lead-based paint and/or lead-based paint hazards in the Property being leased. Landlord shall also disclose any additional information available to Landlord concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
- 4. Landlord shall disclose to each real estate licensee the existence of any available records or reports. Landlord shall also provide the tenant with any records or reports available to Landlord pertaining to lead-based paint and/or lead-based paint hazards in the Property being leased. This requirement includes records and reports regarding common areas. This requirement also includes records and reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the building as a whole. If no such records or reports are available, Landlord shall so indicate.
- 5. Landlord must sign and date the Lead-Based Paint Disclosure, certifying to the accuracy of Landlord's statements, to the best of Landlord's knowledge.

If any of the disclosure activities identified above occurs after the tenant has provided an offer to lease the Property, Landlord shall complete the required disclosure activities prior to accepting the tenant's offer and allow the tenant an opportunity to review the information and possibly amend the offer.

Landlord is required to retain a copy of the completed Lead-Based Paint Disclosure for 3 years from the commencement of the leasing period.

Property known as I	NO				
	Street Address	City	State	Zip	
Date:		Date:			
Landlord		Landlord			