



**Fremont County Treasurer**  
 615 Macon Ave. #104  
 Canon City, CO, 81212  
 PH: (719)276-7380

Receipt: 2024-12-10-KE-19663

Product	Name	Extended	
3	Miscellaneous Receipts 0010-5317		\$600.00
		Reference: ROPPOLO	
Journal Account	Name	Debits	Credits
0010-0001	CASH WITH TREASURER	\$606.00	
0010-7000	COMMISSIONS	\$6.00	
0010-2300	COMMISSIONS COLLECTED		(\$6.00)
0010-5317	ZONING & SUBDIVISION FEES		(\$600.00)
0010-0001	CASH WITH TREASURER		(\$6.00)
<hr/>			
<b>Total</b>			\$600.00
Tender (Check)			\$600.00
Check #	5043		

Thank You

12/10/24 9:15 AM MST kelliott



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**FREMONT COUNTY  
BOUNDARY LINE ADJUSTMENT / LOT LINE ADJUSTMENT /  
VACATION OF INTERIOR LOT LINE APPLICATION**

A Lot Line Adjustment (LLA) is normally an administrative process which allows for the adjustment of lot lines and adjoining easements between two or more adjacent properties, at least one of which has been legally platted as a lot of record.

A Boundary Line Adjustment (BLA) is normally an administrative process which allows for the adjustment of property lines and adjoining easements between two or more adjacent properties. All properties shall be a metes and bounds legal description.

A Vacation of Interior Lot Line (VILL) is normally an administrative process which allows for the vacation of interior lot lines and adjoining easements between two or more adjacent platted lots of record. A Vacation of Interior Lot Line application may be approved based on review of the Planning Director, where the proposed vacation does not substantially modify the originally platted subdivision

Under certain circumstances, approval of any application may require review by the Fremont County Planning Commission and approval by the Fremont County Board of County Commissioners. In such a circumstance an additional review fee is required.

The applicant shall provide **one (1) original document, one (1) copy, and an electronic copy (either CD or flash/thumb drive)** and all of its attachments at the time of application submittal. Also, an electronic copy (PDF) of all documents and drawings shall be supplied at time of submittal. **Only complete applications will be accepted.** After submittal, the Department will review the application and all attachments and prepare a Department Submittal Deficiency and Comment Letter (D & C Letter), which will state the submittal deficiencies that must be addressed by the applicant, Department comments and or questions about the application.

An application fee set by the Board of County Commissioners (Board) shall accompany this application. Contact Planning and Zoning Department for fee amount.

The Department of Planning and Zoning, Planning Commission, and or Board of County Commissioners may require additional information, documentation or evidence as deemed necessary by the same regarding this application.

Please mark which application you are applying for:

Lot Line Adjustment     Boundary Line Adjustment     Vacation of Interior Lot  
Line and/or Easements

Once the property is established as "a" and "b", be sure to use the same reference throughout the application. This form was designed to accommodate two properties, if additional properties are involved please provide information on additional pages as attachments.

1. Please provide the name, mailing address, telephone number and e-mail address for each property owner of each property involved in the LLA/BLA/VILL application:

a. Name: LORETTA ROPPOLO  
Mailing Address: 1355 5<sup>th</sup> ST, PENROSE  
Telephone Number: 719.240.5256 Facsimile Number: -  
Email Address: LRSTRUCKING52@GMAIL.COM

b. Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

c. Consulting Firm Name: CORNERSTONE LAND SURVEYING  
Mailing Address: 1022 PHAY AVE., CANON CITY, CO 81202  
Telephone Number: 719.276.4497 Facsimile Number: \_\_\_\_\_  
Email Address: CSSURVEYING90@GMAIL.COM

2. The proposed plat title is ROPPOLO LLA

3. The total number of properties involved prior to this application are 2

4. The total number of lots as a result of this application are 2

5. Ratification:

As per the Fremont County Subdivision Regulations (XIV., F., 4.) an executed Ratification, Consent and Release Form (*forms are provided by the Department for execution*) shall be provided for each outstanding mortgage, deed of trust, lien, judgment or the like for each property involved in a LLA/BLA/VILL application prior to final approval by the Department. Will any property involved in this application require a form to be executed and submitted? Yes  No

6. What is the current Zone District for each involved property? Zone verification may be completed through the Planning and Zoning Office prior to application submittal.

a. This property is located in the AR Zone District.

b. This property is located in the AR Zone District.

7. In accordance with the Fremont County Zoning Resolution (2.4.3), properties involved in a LLA/BLA/VILL that are not located in the same Zone District must process a Zone Change Application if the property receiving land is proposed to be enlarged by more than twenty-five

percent of the existing land area. Will this application require a zone change process?  Yes  No. If yes, then the zone change must be completed prior to approval of this application.

8. A submittal fee of \$ \_\_\_\_\_ is attached to this application (Check # \_\_\_\_\_  cash)

By signing this application you are certifying that the above information is true and correct to the best of your knowledge and belief. It also serves as your acknowledgment that you understand that if any information provided in or attached to this application is untrue or inaccurate this application may be rendered null and void.

Fremont County Subdivision Regulations contain all descriptions of requirements for each application. Lot Line Adjustment and Boundary Line Adjustment can be found in section XIV. Vacation of Interior Lot Line & Utility Easement can be found in Section XIII.

**The applicant has reviewed all regulations in regards to the necessary requirements and understands the impact of this application.**

a. Property "a" Owner Signature *Arilla Poppo* Date 3.20.24  
b. Property "b" Owner Signature *Arilla Poppo* Date 3.20.24

**Required Attachments:**

- Application  Current Deeds  Application Fee
- Title Commitment (dated within 30 days of submittal)
- Copies of all exceptions from Schedule B of title Commitment
- Ratifications (will be required prior to recording, form will be provided by county to applicant)
- Plat (LLA / VILL) Deeds (BLA)
- Plat/Map w/ Improvements or Improvement statement
- Utility / Easement Notifications (certified mail receipts)
- Closure sheets for each lot
- Electronic copies (on CD, Flash Drive or email to county, verify address prior to sending)

**Core Title Group LLC**  
**831 Royal Gorge Blvd Suite 325**  
**Canon City, CO 81212**  
**Phone: 719-602-8640**  
**Fax: 719-602-8641**

**Transmittal Information**

Date: 11/28/2024  
File No: 1503COR  
Property Address: 1355 E 5th St, Penrose, CO 81240-9706  
Buyer\Borrower: FOR INFORMATION ONLY  
Seller: Loretta J. Roppolo

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

<b>Escrow Officer:</b> <b>Not Applicable</b> <b>Core Title Group LLC</b> <b>831 Royal Gorge Blvd Suite 325</b> <b>Canon City, CO 81212</b> <b>Phone: 719-602-8640</b>	<b>Donsa Bragg</b> <b>Core Title Group LLC</b> <b>831 Royal Gorge Blvd Suite 325</b> <b>Canon City, CO 81212</b> <b>Phone: 719-602-8640</b>
--	---

E-Mail:  
Processor: Lori Plank  
E-Mail: [LPlank@coretitlegroupllc.com](mailto:LPlank@coretitlegroupllc.com)

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Copies Sent to:

**Buyer:**  
**FOR INFORMATION ONLY**

**Seller:**  
Loretta J. Roppolo

**Buyer's Agent:**

**Seller's Agent:**

**Buyer's Attorney:**

**Seller's Attorney:**

**Lender:**

**Mortgage Broker:**

**Phone: Fax:**  
**Attn:**  
**Email:**

**Phone: Fax:**  
**Attn:**  
**Email:**

**Thank you for using Core Title Group LLC**

**COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.**

## Core Title Group LLC

831 Royal Gorge Blvd Suite 325, Canon City, CO 81212  
Phone: 719-602-8640 Fax: 719-602-8641

### UNDERSTANDING YOUR TITLE COMMITMENT

#### SCHEDULE A:

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

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

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

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

**No. 3: The estate or interest in the land...:** This shows the type of ownership that is going to be insured.

**No. 4: The Title is, at the Commitment Date...:** This shows the name(s) of the current owner(s).

**No. 5: The land referred to in the Commitment...:** This is the 'legal' property description for the real estate you are buying or selling.

#### SCHEDULE B-SECTION 1:

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

#### SCHEDULE B-SECTION 2:

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



**ALTA COMMITMENT FOR TITLE INSURANCE**

issued by  
**WESTCOR LAND TITLE INSURANCE COMPANY**  
(ALTA Adopted 07-01-2021)

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Westcor Land Title Insurance Company, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Issued By:**

**WESTCOR LAND TITLE INSURANCE COMPANY**

**Core Title Group LLC**

101 S. Sahwatch Street, Suite 212  
Colorado Springs, CO 80903  
Phone: 719-219-8500



By: Mary O'Donnell  
Mary O'Donnell - President

Attest: Donald A. Berube  
Donald A. Berube - Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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## CONDITIONS AND STIPULATIONS

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

## STANDARD EXCEPTIONS

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

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

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

File No: 1503COR  
Amendment No: 1503COR-C

## SCHEDULE A

1. Commitment Date: November 25, 2024 at 7:30 am

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured: **Informational Commitment**

Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

Proposed Insured:

Proposed Policy Amount:

<u>Working Commitment Search End</u>	\$	250.00
Total:	\$	250.00

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**4. The Title is, at the Commitment Date, vested in:  
**Loretta J. Roppolo**5. The Land is described as follows:  
**Tracts 37 and 38, Section 34, Township 18 South, Range 68 West of the 6th P.M., Beaver Park Plat No. 1, EXCEPT the East 20 feet of Tract 37, County of Fremont, State of Colorado.**

For Informational Purposes Only: 1355 E 5th St, Penrose, CO 81240-9706

APN: 99504112

Countersigned  
Core Title Group LLCBy: Donsa Bragg**Donsa Bragg**

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**SCHEDULE B, PART I - Requirements**

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**NOTE: This commitment has been issued for information purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment.**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

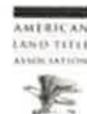
**SCHEDULE B, PART II - Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. All matters as shown on the Plat of said Subdivision, Beaver Park Plat No. 1, at [Reception No. 80781](#).
10. Reservations and exceptions as contained in deed recorded June 10, 1907 in [Book 139 at Page 550](#) at [Reception No. 79509](#) and In [Book 139 at Page 562](#).
11. Reservations as contained in Deed recorded January 14, 1914 in [Book 179 at Page 105](#).

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12. Reservations contained in Patent No. 35609 by the State of Colorado.
13. Deed of Trust from Loretta J. Roppolo and John Schepperle to the Public Trustee of the County of Fremont, State of Colorado, for the use of Mortgage Electronic Registration Systems, Inc., solely as nominee for Michigan Mutual Inc DBA Great Lakes Mortgage Funding to secure \$180,000.00, dated November 30, 2012 and recorded December 6, 2012 at Reception No. 902545.
14. Any and all unrecorded leases or tenancies and any and all parties claiming by, through, or under such leases or tenancies.

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

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.



Core Title Group LLC

Disclosures

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

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

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

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

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

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

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

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

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

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

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

**Joint Notice of Privacy Policy**

**of**

**Westcor Land Title Insurance Company**

**and**

**Core Title Group LLC**

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

**Who is Covered**

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

**Information Collected**

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

**Access to Information**

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

**Information Sharing**

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

**Information Security**

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

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

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WARRANTY DEED

THIS DEED, Made this 17th day of September, 1997, between  
EDDIE B. PUE AND EVA MARIE PUE

STATE DOCUMENTARY FEE  
Date SEP 25 1997  
Amount 17.90

of the said County of MORGAN and State of MISSOURI, grantor, and  
LORETTA J. ROPOLO

DECLARATION ATTACHED

whose legal address is 1355 5TH STREET  
PENROSE, CO 81240

of the said County of FREMONT and State of COLORADO, grantee:

WITNESS, that the grantor, for and in consideration of the sum of **Ten dollars and other good and valuable consideration** DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the said County of FREMONT and State of Colorado described as follows:

TRACTS 37 AND 38, SECTION 34, TOWNSHIP 18 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEAVER PARK PLAT NO. 1, EXCEPT THE EAST 20 FEET OF TRACT 37, FREMONT COUNTY, COLORADO

also known by street and number as: 1355 5TH STREET, PENROSE, CO

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except 1997 taxes and all subsequent years, restrictions, reservations, covenants, easements and rights-of-way of record, if any.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Eddie B. Pue  
EDDIE B. PUE

Eva Marie Pue  
EVA MARIE PUE

State of MISSOURI )  
                                  ) ss.  
County of MORGAN )

The foregoing instrument was acknowledged before me this 17th day of September, 1997, by EDDIE B. PUE AND EVA MARIE PUE



Witness my hand and official seal.

Lois Fulmer  
Notary Public

411

17.90

Record and return to:

Return To:  
First Title & Escrow  
7361 Calhoun Pl. STE 200  
Rockville, MD 20855

*Heedy*

*T-92699-12*

902545 Pages: 1 of 20  
12/06/2012 01:13 PM R Fee: \$106.00  
Katie E. Barr, Clerk and Recorder, Fremont County, CO



[Space Above This Line For Recording Data]

MIN 1003038-0000090078-0  
PARCEL TAX ID#: 38283400060001  
PMI CASE#:

Loan No. 000090078

### DEED OF TRUST

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated November 30th, 2012 together with all Riders to this document.

(B) "Borrower" is LORETTA J ROPOLO, A MARRIED WOMAN AND JOHN SCHEPPERLE, HER HUSBAND

Borrower is the trustor under this Security Instrument.

(C) "Lender" is MICHIGAN MUTUAL INC DBA GREAT LAKES MORTGAGE FUNDING

Lender is a \_\_\_\_\_ organized and existing under the laws of THE STATE OF COLORADO. Lender's address is 13900 LAKESIDE CIRCLE, STE 201, STERLING HEIGHTS, MI 48313

(D) "Trustee" is the Public Trustee of FREMONT

County, Colorado.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tele. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated November 30th 2012. The Note states that Borrower owes Lender ONE HUNDRED EIGHTY THOUSAND AND NO/100

Dollars (U.S. \$ 180,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1st, 2028

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Biweekly Payment Rider
- 1-4 Family Rider
- Other(s) [specify]
- Planned Unit Development Rider

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

Initials: LJR

J.F.L.

- (O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY  
[Type of Recording Jurisdiction]  
of **FREMONT**  
[Name of Recording Jurisdiction]  
**SEE LEGAL DESCRIPTION**

which currently has the address of **1366 6TH ST**

Penrose, Colorado 81240 ("Property Address");  
[City] [Street] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

Initials: LJR

[Signature]

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other

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amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of

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Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and

Initials: LJR

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floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters,

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or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the Interior of the Improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in

connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the

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amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payment using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has -if any- with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

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If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All Notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a

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prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon

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reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that

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adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law.

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After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly cancelled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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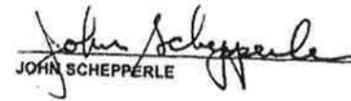
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
LORETTA J ROPOLO \_\_\_\_\_ (Seal)  
-Borrower

  
JOHN SCHEPPERLE \_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF COLORADO, County as: Fremont

The foregoing instrument was acknowledged before me this 30th  
day of November, 2012, by  
LORETTA J ROPOLO, A MARRIED WOMAN AND JOHN SCHEPPERLE, HER HUSBAND

Witness my hand and official seal.

My Commission Expires:  
03/10/2016

Cynthia D. Wriske  
Notary Public  
Cynthia Wriske

PREPARED BY: PATRICK O'CONNELL  
MICHIGAN MUTUAL, INC DBA GREAT LAKES MORTGAGE FUNDING  
14891 FARMINGTON RD  
SUITE 101  
LIVONIA, MI 48164



Initials: LR

J.S.

LEGAL DESCRIPTION 92699

ALL THE REAL PROPERTY, TOGETHER WITH IMPROVEMENTS, IF ANY, SITUATE,  
LYING AND BEING IN THE SAID COUNTY OF FREMONT AND STATE OF  
COLORADO DESCRIBED AS FOLLOWS:

TRACTS 37 AND 38, SECTION 34, TOWNSHIP 18 SOUTH, RANGE 68 WEST OF THE  
6TH P.M., BEAVER PARK PLAT NO. 1, EXCEPT THE EAST 20 FEET OF TRACT 37,  
FREMONT COUNTY, COLORADO.

PARCEL ID: 3825340005001, SCHEDULE NO: R99504112

Being the same property as transferred by Warranty Deed on 09/17/1997 and recorded  
09/25/1997 from EDDIE B. PUE and EVA MARIE PUE to LORETTA J. ROPPOLO, None  
Stated, recorded in Book 1297 and Page 129





All of Section Ten (10) Township Nineteen (19) South, Range Sixty-eight (68) West.  
 All of Section Eleven (11) Township Nineteen (19) South, Range Sixty-eight (68) West.  
 The Southwest Quarter ( S.W.1/4), and the West Half of the Northwest Quarter ( W. 1/2, NW.1/4) of Section Twelve (12), Township Nineteen (19) South, Range Sixty Eight (68) West.  
 The West Half (W. 1/2), the West Half of the Northeast Quarter ( W. 1/2, N. E. 1/4) and the West Half of the Southeast Quarter ( W. 1/2, S.E. 1/4) of Section Thirteen (13) Township Nineteen (19) South, Range Sixty-eight (68) West.  
 All of Section Fourteen (14) Township Nineteen (19), South, Range Sixty-eight (68) West.  
 All of Section Fifteen (15) Township Nineteen (19) South, Range Sixty-eight (68) West.  
 The South Half (S. 1/2) and the Northeast Quarter ( N.E.1/4) of Section Twenty-five (25) Township Eighteen (18) South, Range Sixty-nine (69) West.  
 All of Section Thirty-three (33), Township Eighteen (18) South, Range Sixty-nine (69) West.  
 The South Half (S. 1/2) and the Northwest Quarter ( N.W. 1/4) of Section Thirty-four (34), Township Eighteen (18) South, Range Sixty-nine (69) West.  
 The North Half of the Southwest Quarter ( N. 1/2, S. W. 1/4), and the East Half of the Southeast Quarter ( E. 1/2, S. E. 1/4), of Section Twelve (12), Township Nineteen (19) South, Range Sixty-nine (69) West.  
 The Northeast Quarter ( N.E. 1/4) of Section Eleven (11), Township Nineteen (19) South, Range Sixty-nine (69) West.  
 Also: An undivided Three Fourths (3/4) interest of, in and to the following described lots and parcels of land situate in said Fremont County, to-wit:  
 The North Half (N. 1/2) and the Southwest Quarter ( S. W. 1/4) of Section One (1), Township Nineteen (19) South, Range Sixty-nine (69) West.  
 All of Section Two (2), Township Nineteen (19) South, Range Sixty-nine (69) West.  
 The Northeast Quarter of the Northeast Quarter ( N.E. 1/4, N. E. 1/4), the West Half of the Northeast Quarter ( W. 1/2, N.E.1/4) The Northwest Quarter of the Southeast Quarter ( N.W. 1/4, S. E. 1/4) and the Northwest Quarter ( N. W. 1/4) of Section Three (3), Township Nineteen (19) South, Range Sixty-nine (69) West.  
 The Northwest Quarter ( N. W. 1/4), the West Half of the Northeast Quarter ( W.1/2, N.E. 1/4), and the Southeast Quarter of the Northeast Quarter ( S.E. 1/4, N. E. 1/4) of Section Twelve (12) Township Nineteen (19) South, Range Sixty-nine (69) West.  
 Also: An undivided one-fourth (1/4) interest of, in and to the following described lots or parcels of land situate in said Fremont County, to-wit:  
 The North Half ( N. 1/2) and the Southwest Quarter ( S. W. 1/4) of Section One (1) Township Nineteen (19), South, Range Sixty-nine (69) West.  
 All of Section Two (2) Township Nineteen (19) South, Range Sixty-nine (69) West.  
 The Northeast Quarter of the Northeast Quarter ( N. E. 1/4, N.E. 1/4), the West Half of the Northeast Quarter ( W. 1/2, N. E. 1/4), the Northwest Quarter of the Southeast Quarter ( N.W. 1/4, S. E. 1/4) and the Northwest Quarter ( N. W. 1/4) of Section Three (3) Township Nineteen (19) South, Range Sixty-nine (69) West.  
 The Northwest Quarter ( N.W. 1/4), the West Half of the Northeast Quarter ( W. 1/2, N. E. 1/4), and the Southeast Quarter of the Northeast Quarter ( S. E. 1/4, N. E. 1/4), of Section Twelve (12) Township Nineteen (19) South, Range Sixty-nine (69) West.  
 Excepting and reserving, however, all oils and gases in, upon or under the lands last described, with the right to use so much of the surface thereof as shall be necessary in removing such oils and gases; the premises affected by this exception and reservation being described as follows, to-wit:  
 An undivided one-fourth (1/4) interest of, in and to the following described lots or parcels of land situate in said Fremont County, to-wit:  
 The North Half (N.1/2), and the Southwest Quarter ( S. W. 1/4) of Section One (1), Township Nineteen (19) South, Range Sixty-nine (69) West.  
 All of Section Two (2) Township Nineteen (19) South, Range Sixty-nine (69) West.  
 The Northeast Quarter of the Northeast Quarter ( N. E. 1/4, N. E. 1/4) the West Half of the Northeast Quarter ( W. 1/2, N. E. 1/4), the Northwest Quarter of the Southeast Quarter ( N.W. 1/4, S. E. 1/4) and the Northwest Quarter ( N. W. 1/4) of Section Three (3), Township Nineteen (19) South, Range Sixty-nine (69) West.  
 The Northwest Quarter ( N. W. 1/4), the West Half of the Northeast Quarter ( W. 1/2, N.E. 1/4) and the Southeast Quarter of the Northeast Quarter ( S. E. 1/4, N. E. 1/4), of Section Twelve (12) Township Nineteen (19) South, Range Sixty-nine (69) West.  
 Expressly excepting and reserving also all oils and gases in, upon or under, that portion of the land hereby conveyed, with the right to use so much of the surface thereof as shall be necessary in removing such oils and gases, described as follows, to-wit:  
 The South half of the Northwest Quarter ( S. 1/2, N. W. 1/4), the North Half of the Southwest Quarter (N.1/2, S. W. 1/4) the Southwest Quarter of the Northeast Quarter ( S.W. 1/4, N.E. 1/4), and the Northwest Quarter of the Southeast Quarter ( N. W. 1/4, S. E. 1/4) of Section Six (6), Township Nineteen (19) South, Range Sixty-eight (68) West.  
 The West Half of the Southwest Quarter ( W. 1/2, S. W. 1/4) of Section Five (5), Township Nineteen (19) South, Range Sixty-eight (68) West.  
 The East Half ( E. 1/2) of Section Seven (7), Township Nineteen (19) South, Range Sixty-eight (68) West.  
 The West Half ( W. 1/2) and the Southeast Quarter ( S. E. 1/4) of Section Eight (8) Township Nineteen (19) South, Range Sixty-eight (68) West.  
 The West Half of the Southwest Quarter ( W.1/2, S.W. 1/4) of Section Fifteen (15), Township Nineteen (19) South, Range Sixty-eight (68) West.  
 The Northeast Quarter ( N.E.1/4) of Section Eleven (11), Township Nineteen (19) South, Range Sixty-nine (69) West.  
 The East Half of the Southeast Quarter ( E. 1/2, S. E. 1/4) and the North Half of the Southwest Quarter, ( N. 1/2, S. W. 1/4) of Section Twelve (12) Township Nineteen (19) South, Range Sixty-nine (69) West.  
 Reserving also a right of way for all such ditches and laterals as may be necessary to convey water from Beaver Creek for irrigating lands owned by Henry R. Wolcott, in Township Nineteen (19) South, of Range Sixty-nine (69) West, and not conveyed by him to the said party of the first part.  
 This conveyance is subject to rights of way for all irrigating ditches and laterals and all public highways now located upon the lands hereby conveyed, and the right of way of The Florence and Cripple Creek Railroad Company.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity of, in and to the above bargained premises, with the hereditaments and appurtenances, except as hereinabove limited.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever.

And the said Clarence C. Hamlin, party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of enrolling and delivery of these presents he has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear of all former and other taxes, assessments and incumbrances of whatever kind or nature soever, excepting the taxes assessed for the year 1907 which the party of the second part assumes and agrees to pay; and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Clarence C. Hamlin (SEAL)

STATE OF COLORADO )  
 ) SS.  
CITY AND COUNTY OF DENVER )

I Robert S. Ellison a Notary Public within and for said County, in the State aforesaid, do hereby certify that Clarence C. Hamlin, personally known to me to be the person whose name is subscribed to the foregoing deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal this First Day of June A. D. 1907.

My Commission expires Nov. 23, 1908.

Robert S. Ellison  
Notary Public.

(Notarial Seal)

- QUIT CLAIM DEED -

79519  
QUIT CLAIM DEED  
CLARENCE C. HAMLIN TO  
THE BEAVER LAND AND IRRIGATION  
COMPANY.  
Filed For Record June 10,  
1907 at 10:13 A.M.  
Geo P Nix Recorder  
By Ed Minor, Deputy.

This Deed, made this third day of June, in the year of our Lord One Thousand Nine Hundred and Seven, between Clarence C. Hamlin of the County of El Paso and State of Colorado, of the first part, and THE BEAVER LAND AND IRRIGATION COMPANY, a Corporation, of the State of Colorado, of the second part,

WITNESSETH; That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and

valuable considerations to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and quit claimed, and by these presents does remise, release, sell, convey and quit claim unto the said party of the second part, its successors and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described real estate, situate, lying and being in the County of Fremont and State of Colorado, to-wit;

The North Half of the Northeast Quarter ( N 1/2, NE 1/4), the Southeast Quarter of the Northeast Quarter ( SE 1/4, NE 1/4), and the Northeast Quarter of the Southeast Quarter ( NE 1/4, SE 1/4), of Section six (6), Township Nineteen (19) South, of Range Sixty-eight (68) West of the Sixth (6th) Principal Meridian.

The East half of the Southeast Quarter ( E 1/2, SE 1/4) of Section Nine (9), Township Nineteen (19) South, of Range Sixtyeight (68) West.

The West half of the Southwest Quarter ( W 1/2, SW 1/4) of Section Five (5), Township Nineteen (19) South, Range Sixty-eight (68) West.

The East Half ( E 1/2) of Section Seven (7), Township Nineteen (19) South, Range Sixty-eight (68) West.

The West Half ( W 1/2), and the Southeast Quarter ( SE 1/4), of Section Eight (8), Township Nineteen (19) South, Range Sixty-eight (68) West.

The West Half of the Southwest Quarter ( W 1/2, SW 1/4) of Section Fifteen (15), Township Nineteen (19) South, Range Sixty-eight (68) West.

The North Half ( N 1/2), and the Southwest Quarter ( SW 1/4), of Section One (1), Township Nineteen (19) South, Range Sixty-nine (69) West. *All of Section*

The Northeast Quarter of the Northeast Quarter ( NE 1/4, NE 1/4), the West Half of the Northeast Quarter ( W 1/2, NE 1/4), the Northwest Quarter of the Southeast Quarter ( NW 1/4), SE 1/4), and the Northwest Quarter ( NW 1/4), of Section three (3), Township Nineteen (19) South, Range Sixty-nine (69) West.

The Northeast Quarter ( NE 1/4) of Section Eleven (11), Township Nineteen

*Range Sixty-eight (68) West*

STATE OF COLORADO )  
 ) SS.  
 COUNTY OF EL PASO )

I, Ralph R. Wright, a Notary Public in and for the County and State aforesaid, do hereby certify that J. D. Hawkins, to me personally known and by me known to be the agent and representative of the bond holder's committee, appeared before me this day in person and acknowledged that he signed, sealed and delivered the foregoing instrument as his free and voluntary act, both personally, and is the agent and representative of the bondholder's committee, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and attached my notarial seal this 9th day of January, A. D. 1914.

My commission expires August 27th 1917.

Ralph R. Wright.  
 Notary Public.

(Notarial Seal)

101136  
 Sheriff's Deed  
 William H. Newcomb  
 to  
 Beaver Park Land &  
 Water Company  
 State of Colorado )  
 ) ss.  
 County of Fremont )  
 Filed for record Jan.  
 14, 1914 at 4:46 P. M.  
 H. E. Smith, Recorder  
 M. Ethel Meas, Deputy.  
 \$5.00 Paid.

SHERIFF'S DEED.

WHEREAS, at the April term of the District Court for the County of Fremont and State of Colorado, on, to-wit: the 14th day of October, A. D. 1913, in a suit then pending in said Court and entitled The Colorado Title & Trust Company, a corporation, Trustee, Plaintiff, vs. The Beaver Land & Irrigation Company, a corporation, Defendant, the said District Court, by its certain judgment and Decree on said date in said cause duly rendered, did order the judgment in favor of the said The Colorado Title & Trust Company as Trustee and against the said The Beaver Land & Irrigation Company, for the sum of One Million, One hundred ninety-eight thousand, nine hundred twenty and three one hundredth (\$1,198,920.03) Dollars, together with interest and

costs of suit, and in default of the payment of the said judgment by the said The Beaver Land & Irrigation Company on or before the 19th day of October, 1913, did order the foreclosure of a real estate mortgage in said judgment and decree mentioned, and pursuant thereto did order the undersigned to sell the property in such real estate mortgage mentioned, at public sale and did direct the Sheriff of the County of Fremont to execute the said orders; and by virtue of said orders the said Sheriff did offer the same at public sale, the time and place of the sale thereof having been duly advertised according to law and according to the said judgment, decree and order of sale; and at said sale the said properties were struck off and sold to J. D. Hawkins of the County of El Paso and State of Colorado, as the agent and representative of the bond holder's committee, he, the said J. D. Hawkins as such agent and representative being the highest and best bidder therefor; and

WHEREAS, the said J. D. Hawkins has for a good and valuable consideration sold, assigned and transferred all of his right, title and interest in and to the said property to The Beaver Park Land & Water Company, a corporation.

NOW THEREFORE, know all by this deed, that I, William H. Newcomb, Sheriff of the said County of Fremont in the State of Colorado, in consideration of the premises have granted, bargained, sold and conveyed and by these premises do hereby grant, bargain, sell and convey to said The Beaver Park Land & Water Company, its successors and assigns, the following described properties, to-wit:

The Southeast Quarter (S.E.¼) and the West Half of the Northeast Quarter (W.½N.E.¼) of Section Twenty-eight (28), Township Eighteen (18), South of Range Sixty-eight (68) West of the Sixth (6th) Principal Meridian.

The South Half (S.½) of Section Twenty-nine (29), in said Township and Range.

The North Half (N.½), the Southeast Quarter of the Southwest (S.E.¼S.E.¼), the North Half of the Southwest Quarter (N.½S.W.¼) and the Southeast Quarter (S.E.¼) of Section Thirty-one (31), in said Township and Range.

All of Section Thirty-two (32) in said Township and Range.

All of Section Thirty-three (33) in said Township and Range.

The Southwest Quarter (S.W.¼) of Section Thirty-four (34) in said Township and Range.

The South Half of the Northwest Quarter (S.½N.W.¼) the northwest Quarter of the Southwest Quarter (N.W.¼S.W.¼), the East Half of the Southwest Quarter (E.½S.W.¼), the Southwest Quarter of the Northeast Quarter (S.W.¼N.E.¼), and the Northwest Quarter of the Southeast Quarter (N.W.¼S.E.¼) of Section Six, (6) Township Nineteen (19) South, Range Sixty-eight (68) West.

All of Section Five (5), Township Nineteen (19) South, Range Sixty-eight (68) West.

All of Section Four (4), Township nineteen (19) South, Range Sixty-eight (68) West.

All of Section Three (3), Township nineteen (19) South, Range Sixty-eight (68) West.

The West Half (W.½), the West Half of the Southeast Quarter (W.½S.E.¼), the Southeast Quarter of the Southeast Quarter (S.E.¼S.E.¼), of Section Two (2), Township Nineteen (19) South, Range Sixty-eight (68) West.

The East Half (E.½) of Section Seven (7), Township Nineteen (19) South, Range Sixty-eight (68) West.

All of Section Eight (8), Township nineteen (19) South, Range Sixty-eight (68) West.

The Northeast Quarter (N.E. $\frac{1}{4}$ ), the Northwest Quarter (N.W. $\frac{1}{4}$ ), the Southwest Quarter (S.W. $\frac{1}{4}$ ), and the West Half of the Southeast Quarter (W. $\frac{1}{2}$ S.E. $\frac{1}{4}$ ) of Section Nine (9), Township Nineteen (19) South, Range Sixty-eight (68) West.

All of Section Ten (10), Township Nineteen (19) South, Range Sixty-eight (68) West.

All of Section Eleven (11), Township Nineteen (19) South, Range Sixty-eight (68) West.

The Southwest Quarter (S.W. $\frac{1}{4}$ ) and the West Half of the Northwest Quarter (W. $\frac{1}{2}$ N.W. $\frac{1}{4}$ ) of Section Twelve (12), Township Nineteen (19) South, Range Sixty-eight (68) West.

The West Half (W. $\frac{1}{2}$ ), the West Half of the Northeast Quarter (W. $\frac{1}{2}$ N.E. $\frac{1}{4}$ ), and the West Half of the Southeast Quarter (W. $\frac{1}{2}$ S.E. $\frac{1}{4}$ ) of Section Thirteen (13), Township Nineteen (19) South, Range Sixty-eight (68) West.

All of Section Fourteen (14), Township Nineteen (19) South, Range Sixty-eight (68) West.

All of Section Fifteen (15), Township Nineteen (19) South, Range Sixty-eight (68) West.

The South Half (S. $\frac{1}{2}$ ), and the Northeast Quarter (N.E. $\frac{1}{4}$ ) of Section Twenty-five (25), Township Eighteen (18) South, Range Sixty-nine (69) West.

All of Section Thirty-three (33), Township Eighteen (18) South, Range Sixty-nine (69) West.

The South Half (S. $\frac{1}{2}$ ) and the Northwest Quarter (N.W. $\frac{1}{4}$ ) of Section Thirty-four (34), Township Eighteen (18) South, Range Sixty-nine (69) West.

The North Half of the Southwest Quarter (N. $\frac{1}{2}$ S.W. $\frac{1}{4}$ ) and the East Half of the Southeast Quarter (E. $\frac{1}{2}$ S.E. $\frac{1}{4}$ ) of Section Twelve (12), Township Nineteen (19) South, Range Sixty-nine (69) West.

All of Section Two (2), Township Nineteen (19) South, Range Sixty-nine (69) West.

The North Half (N. $\frac{1}{2}$ ) and the Southwest Quarter (S.W. $\frac{1}{4}$ ) of Section One (1), Township Nineteen (19) South, Range Sixty-nine (69) West.

The Northeast Quarter of the Northeast Quarter (N.E. $\frac{1}{4}$ N.E. $\frac{1}{4}$ ), the West Half of the Northeast Quarter (W. $\frac{1}{2}$ N.E. $\frac{1}{4}$ ), the Northwest Quarter of the Southeast Quarter (N.W. $\frac{1}{4}$ S.E. $\frac{1}{4}$ ) and the Northwest Quarter (N.W. $\frac{1}{4}$ ) of Section Three (3), Township Nineteen (19) South, Range Sixty-nine (69) West.

The Northwest Quarter (N.W. $\frac{1}{4}$ ), the West Half of the Northeast Quarter (W. $\frac{1}{2}$ N.E. $\frac{1}{4}$ ) the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ N.E. $\frac{1}{4}$ ) of Section Twelve (12), Township Nineteen (19) South, Range Sixty-nine (69) West.

The North Half (N. $\frac{1}{2}$ ) of the Northeast Quarter (N.E. $\frac{1}{4}$ ), the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ N.E. $\frac{1}{4}$ ), and the Northeast Quarter of the Southeast Quarter (N.E. $\frac{1}{4}$ S.E. $\frac{1}{4}$ ) of Section Six (6), Township Nineteen (19) South, Range Sixty-eight (68) West.

The East Half of the Southeast Quarter (E. $\frac{1}{2}$ S.E. $\frac{1}{4}$ ) of Section Nine (9), Township Nineteen (19) South, Range Sixty-eight (68) West.

Also certain filings and all rights of the Company under filings, upon reservoirs and reservoir sites, water and water rights as follows:

1. The Elgin Reservoir site, under filings with the State Engineer of the State of Colorado, said filings being dated September 6, 1906, and February 13, 1907, claiming and appropriating sufficient of the flood waters of Four Mile Creek, its tributaries and water shed, and of waters otherwise not appropriated, to fill said reservoir.

2. The Eight Mile Reservoir Site, under filings made with the State Engineer of the State of Colorado, said filings being dated September 4 and October 25, 1906, claiming and appropriating sufficient of the flood waters and waters otherwise not appropriated of Four Mile Creek, Six Mile Creek, Eight Mile Creek, Twelve Mile Creek and Beaver Creek, their tributaries and their water sheds, to fill said reservoir; together with all rights accruing to the Company under and by virtue of an application made and filed with the secretary of the Interior of the United States for right of way for said Eight Mile Reservoir.

3. So much of the flood waters and waters not otherwise appropriated of Brush Hollow Creek and Beaver Creek, their water sheds and tributaries, over and above such an amount of such waters as may be necessary to fill and keep filled the Brush Hollow Reservoir of The Beaver Water and Irrigation Company; such water to an extent sufficient to fill and keep filled said Brush Hollow Reservoir being reserved herefrom; the rights hereby granted being to the extent only of those obtained under certain filings made with the State Engineer of the State of Colorado on or about May 31, 1907, claiming and filing upon the Brush Hollow Reservoir and the Brush Hollow Supply Ditch, subject to the reservation above made.

Also nineteen thousand nine hundred and ninety-three (19,993) shares (par value \$999,650) of the capital stock of The Beaver Water and Irrigation Company, constituting all of the Capital stock of said Company, with the exception of seven (7) shares.

Also nineteen hundred and ninety-three (1993) shares (par value \$1999,300) of the capital stock of The Fremont Townsite Company, constituting all of the capital stock of said Company, with the exception of seven (7) shares.

Also nineteen hundred and ninety-five (1995) shares (par value \$199,500) of the capital stock of The Beaver, Penrose and Northern Railway Company, constituting all of the capital stock of said Company, with the exception of five (5) shares.

Also all real estate, lands, tenements, hereditaments, water, water rights, reservoirs, reservoir sites, buildings, structures, fixtures and improvements of every kind; all stock, certificates of stock, bonds, beneficial certificates, evidences of indebtedness and securities of every kind and description, all leases, leasehold estates, and rights, contracts, agreements and choses in action, together with all corporate and other franchises, licenses, easements, rights, privileges and immunities of every kind or character, and all other property and estate, wherever situated, and all rights and titles, interests and estates of whatever kind, character or description, including all property, real and personal, of every nature and



IN WITNESS WHEREOF we have hereunto set our hands and seals the 31st day of May A. D. 1907.

W.F.Schuyler (Seal)  
C. Spiess (Seal)  
K.C.Schuyler (Seal)

STATE OF COLORADO )  
CITY AND COUNTY OF DENVER ) SS.

Before me Clifford P Gehman a Notary Public within and for the said County, in the State aforesaid, personally appeared W.F.Schuyler, C. Spiess and K. C. Schuyler personally known to me to be the persons who subscribed the foregoing Articles of Incorporation, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31st day of May A. D. 1907.  
My Commission expires Oct. 5, 1908

(Notarial Seal) Clifford P Gehman  
Notary Public.

79509  
Warranty Deed  
From Henry R. Wolcott  
To  
Clarence C. Hamlin  
Filed For Record  
at 10:03 A.M.  
June 10 1907  
Geo P Nix Recorder  
By Clark Cooper Deputy.

*Warranty Deed.*

THIS DEED, Made this first day of June A. D. 1907, between Henry R. Wolcott, of the City and County of Denver and State of Colorado, party of the first part, and Clarence C. Hamlin, of the County of El Paso and State of Colorado, party of the second part,  
WITNESSETH; That the said party of the first part, for and in consideration of the sum of Fifty nine thousand Dollars (\$59000.00) to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these pre-

sent does grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns forever, all of the following described lots or parcels of land situate, lying and being in the County of Fremont, in the State of Colorado, to-wit:

The Southeast Quarter (SE 1/4) of Section Twenty-eight (28), Township Eighteen (18) South of Range Sixty-eight (68) West of the Sixth (6th) Principal Meridian.

The South Half (S 1/2) of Section Twenty-nine (29), in said Township and Range.  
The North Half (N 1/2), the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4), the North half of the Southwest Quarter (N 1/2, SW 1/4), and the Southeast Quarter (S 1/4,) of Section Thirty-one (31), in said Township and Range.

All of Section Thirty-two (32), in said Township and Range.  
All of Section Thirty-three (33), in said Township and Range.  
The Southwest Quarter (Sw 1/4) of Section Thirty-four (34), in said Township and Range.

The South Half of the Northwest Quarter (S 1/2, NW 1/4), the Northwest Quarter of the Southwest Quarter (NW 1/4, SW 1/4), the East half of the Southwest Quarter (E 1/2, SW 1/4), the Southwest Quarter of the Northeast Quarter (SW 1/4, NE 1/4), and the Northwest quarter of the Southeast Quarter ( NW 1/4, SE 1/4), of Section Six (6), Township Nineteen (19) South, Range Sixty-eight (68) West.

All of Section Five (5), Township Nineteen (19) South, Range Sixty-eight (68) West.  
All of Section Four (4), Township Nineteen (19) South, Range Sixty-eight (68) West.

All of Section Three (3), Township Nineteen (19) South, Range Sixty-eight (68) West.

The West Half (W 1/2), the West Half of the Southeast Quarter (W 1/2, SE 1/4), the Southeast Quarter of the Southeast Quarter (SE 1/4, SE 1/4,) of Section Two (2), Township Nineteen (19) South, Range Sixty-eight (68) West.

The East Half (E 1/2) of Section Seven (7), Township Nineteen (19) South, Range Sixty-eight (68) West.  
All of Section Eight (8), Township Nineteen (19) South, Range Sixty-eight (68) West.

The Northeast Quarter (NE 1/4), the Northwest Quarter (NW 1/4), the Southwest Quarter (Sw 1/4), and the West half of the Southeast Quarter (W 1/2, SE 1/4), of Section Nine (9), Township Nineteen (19) South, Range Sixty-eight (68) West.  
All of Section Ten (10), Township Nineteen (19) South, Range Sixty-eight (68) West.

All of Section Eleven (11), Township Nineteen (19) South, Range Sixty-eight (68) West.

The Southwest Quarter (Sw 1/4), and the West Half of the Northwest Quarter ( W 1/2, NW 1/4) of Section Twelve (12), Township Nineteen (19) South, Range Sixty-eight (68) West.

The West Half (W 1/2), the West Half of the Northeast Quarter (W 1/2, NE 1/4), and the West Half of the Southeast Quarter (W 1/2, SE 1/4), of Section Thirteen (13), Township Nineteen (19) South, Range Sixty-eight (68) West.  
All of Section Fourteen (14), Township Nineteen (19) South, Range Sixty-eight (68) West,

All of Section Fifteen (15), Township Nineteen (19) South, Range Sixty-eight (68) West.  
The South Half ( S 1/2), and the Northeast Quarter ( NE 1/4), of Section Twenty-five (25), township Eighteen (18) South, range Sixty-nine (69) West.

All of Section Thirty-three (33), Township Eighteen (18) South, Range Sixty-nine (69) West.

The South Half (S 1/2), and the Northwest Quarter (NW 1/4), of Section Thirty-four (34), Township Eighteen (18) South, Range Sixty-nine (69) West.

The North Half of the Southwest Quarter (N 1/2, SW 1/4), and the East half of the Southeast Quarter (E 1/2, SE 1/4), of Section Twelve (12), Township Nineteen (19) South, Range Sixty-nine (69) West.

The Northeast Quarter (NE 1/4) of Section Eleven (11), Township Nineteen (19) South, of Range Sixty-nine (69) West.

Also: An undivided Three fourths (3/4) interest of, in and to the following described lots and parcels of land situate in said Fremont County, to-wit:

The North Half (N 1/2), and the Southwest Quarter (SW 1/4), of Section One (1), Township Nineteen (19) South, Range Sixty-nine (69) West.

All of Section Two (2), Township Nineteen (19) South, Range Sixty-nine (69) West.

The Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4), The West Half of the Northeast Quarter (W 1/2, NE 1/4), the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4), and the Northwest Quarter (NW 1/4), of Section Three (3), Township Nineteen (19) South, Range Sixty-nine (69) West.

The Northwest Quarter (NW 1/4), and the Southeast Quarter (SE 1/4, NE 1/4), of Section Twelve (12), Township Nineteen (19) South, Range Sixty-nine (69) West.

Also: An undivided One-fourth (1/4) interest of, in and to the following described lots or parcels of land situate in said Fremont County, to-wit:

The North Half (N 1/2), and the Southwest Quarter (SW 1/4), of Section One (1), Township Nineteen (19) South, Range Sixty-nine (69) West.

All of Section Two (2), Township Nineteen (19) South, Range Sixty-nine (69) West.

The North east Quarter of the Northeast Quarter (NE 1/4, NE 1/4), the West Half of the Northeast Quarter (W 1/2, NE 1/4), the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4), and the Northwest Quarter (NW 1/4), of Section Three (3), Township Nineteen (19) South, Range Sixty-nine (69) West.

The Northwest quarter (NW 1/4), the West Half of the Northeast Quarter (W 1/2, NE 1/4), and the Southeast Quarter of the Northeast Quarter (SE 1/4, NE 1/4), of Section Twelve (12), Township Nineteen (19) South, Range Sixty-nine (69) West.

Excepting and reserving, however, all oils and gases in, upon or under the lands last described, with the right to use so much of the surface thereof as shall be necessary in removing such oils and gases; the premises affected by this exception and reservation being described as follows, to-wit:

An undivided one-fourth (1/4) interest of, in and to the following described lots or parcels of land situate in said Fremont County, to-wit:

The North Half (N 1/2), and the Southwest Quarter (SW 1/4), of Section One (1), Township Nineteen (19) South, Range Sixty-nine (69) West.

All of Section Two (2), Township Nineteen (19) South, Range Sixty-nine (69) West.

The Northeast Quarter of the Northeast Quarter (NE 1/4, NE 1/4), the West Half of the Northeast Quarter (W 1/2, NE 1/4), the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4), and the Northwest Quarter (NW 1/4), of Section Three (3), Township Nineteen (19) South, Range Sixty-nine (69) West.

The Northwest Quarter (NW 1/4), the West Half of the Northeast Quarter (W 1/2, NE 1/4), and the Southeast Quarter of the Northeast Quarter (SE 1/4, NE 1/4), of Section Twelve (12), Township Nineteen (19) South, Range Sixty-nine (69) West.

Expressly excepting and reserving also all oils and gases in, upon or under, that portion of the land hereby conveyed, with the right to use so much of the surface thereof as shall be necessary in removing such oils and gases, described as follows, to-wit:

The South Half of the Northwest Quarter (S 1/2, NW 1/4), the North Half of the South west Quarter (N 1/2, SW 1/4), the Southwest quarter of the Northeast Quarter (SW 1/4, NE 1/4), and the Northwest Quarter of the Southeast Quarter (NW 1/4, SE 1/4), of Section Six (6), Township Nineteen (19) South, Range Sixty-eight (68) West.

The West Half of the Southwest Quarter (W 1/2, SW 1/4) of Section Five (5), Township Nineteen (19) South, Range Sixty-eight (68) West.

The East Half (E 1/2) of Section Seven (7), Township Nineteen (19) South, Range Sixty-eight (68) West.

The West Half (W 1/2), and the Southeast Quarter (SE 1/4), of Section Eight (8), Township Nineteen (19) South, Range Sixty-eight (68) West.

The West Half of the Southwest Quarter (W 1/2, SW 1/4) of Section Fifteen (15), Township Nineteen (19) South, Range Sixty-eight (68) West.

The Northeast Quarter (NE 1/4) of Section Eleven (11), Township Nineteen (19) South, Range Sixty-nine (69) West.

The East Half of the Southeast Quarter (E 1/2, SE 1/4), and the North Half of the Southwest Quarter (N 1/2, SW 1/4), of Section Twelve (12), Township Nineteen (19) South, Range Sixty-nine (69) West.

Reserving also a right of way for all such ditches and laterals as may be necessary to convey water from Beaver Creek for irrigating lands owned by the party of the first part, in Township Nineteen (19) South, of Range Sixty-nine (69) West, and not conveyed to the said second party.

This conveyance is subject to rights of way for all irrigating ditches and laterals and all public highways now located upon the lands hereby conveyed, and the right of way of The Florence and Cripple Creek Railroad Company.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand what soever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, except as hereinabove limited.

TO HAVE AND TO HOLD The said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said Henry R. Wolcott, party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the

second part, his heirs and assigns, that at the time of the ensembling and delivery of these presents he has good right, full power and lawful authority to grant bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear of all former and other taxes, assessments and incumbrances of whatever kind or nature soever, excepting the taxes assessed for the year 1907 which the party of the second part assumes and agrees to pay; and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Henry R Wolcott (Seal)

STATE OF NEW YORK )  
County of New York ) SS.

I, Philip F W Ahrens a Notary Public within and for said County, in the State aforesaid, do hereby certify that HENRY R. WOLCOTT, personally known to me to be the person whose name is subscribed to the foregoing deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS My hand and notarial seal this third day of June, A. D. 1907.  
My commission expires March 30th 1908

Philip F W Ahrens  
Notary Public.

(Notarial Seal)  
( D:S:5:29:07)

79510

QUIT CLAIM DEED.  
From Henry R. Wolcott  
To  
Clarence C. Hamlin.  
Filed for Record  
June 10 1907  
at 10:04 A.M.  
Geo P Nix Recorder  
By Ed Minor Deputy.

QUIT CLAIM DEED.

This Deed, Made this first day of June, in the year of our Lord One Thousand Nine Hundred and Seven, between Henry R. Wolcott, of the City and County of Denver, State of Colorado, of the first part, and Clarence C. Hamlin, of the County of El Paso, in the State of Colorado, of the second part,  
Witnesseth: That the said party of the first part, for and in consideration of the sum of One thousand Dollars (\$1000.00) to the said party of the first part in hand paid by the said party of the second part, the

receipt whereof is hereby confessed and acknowledged, has remise, released, sold, conveyed and quit claimed, and by these presents does remise, release, sell, convey and quit claim unto the said party of the second part, his heirs and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described real estate, situate, lying and being in the County of Fremont and State of Colorado, to-wit;

The North Half of the Northeast Quarter ( N 1/2, NE 1/4), the Southeast Quarter of the Northeast Quarter ( SE 1/4, NE 1/4), and the Northeast Quarter of the Southeast Quarter ( NE 1/4, SE 1/4), of Section Six (6), Township Nineteen (19) South, of Range Sixty-eight (68) West of the Sixth (6th) Principal Meridian.

The East half of the Southeast Quarter ( E 1/2, SE 1/4) of Section Nine (9), Township Nineteen (19) South, of Range Sixty-eight (68) West.

The West Half of the Southwest Quarter ( W 1/2, SW 1/4) of Section Five (5), Township Nineteen (19) South, Range Sixty-eight (68) West.

The East Half ( E 1/2) of Section Seven (7), Township Nineteen (19) South, Range Sixty-eight (68) West.

This conveyance is subject to rights of way for all irrigating ditches and laterals and all public highways now located upon the lands hereby conveyed.

TO HAVE AND TO HOLD The same, together with all and singular the appurtenances and privileges hereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the said party of the second part, his heirs and assigns forever, except as above limited.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Henry R Wolcott ( Seal)

State of New York )  
County of New York ) SS.

I, Philip F W Ahrens a Notary Public within and for said County, in the State aforesaid, do hereby certify that Henry R. Wolcott, personally known to me to be the person whose name is subscribed to the foregoing deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS MY Hand and Notarial Seal this third day of June, A. D. 1907.  
My Commission expires March 30th 1908

Philip F W Ahrens  
Notary Public.

(Notarial Seal)  
( D:S:5:29:07)

See Page 567

Lot Name: 1  
 Lot Area (Square Feet): 445419.76  
 Lot Area (Acres): 10.23  
 Closing Direction: S53°55'27"E  
 Closing Distance: 0.0078

Course Data:(Mapcheck Through Radius Points Method)

Point	Northing	Easting	Direction	Distance
Begin	5099.9853	4342.1976	S00°48'26"E	645.75
	4454.2994	4351.2951	N89°47'45"E	689.11
	4456.7549	5040.4007	N00°33'43"W	644.44
	5101.1639	5034.0803	S89°54'10"W	691.89
End	5099.9899	4342.1913		
Error of Closure	1 : 340738			
Departure in Y (Northing):	-0.0046			
Departure in X (Easting):	0.0063			

Lot Name: 2  
 Lot Area (Square Feet): 367341.65  
 Lot Area (Acres): 8.43  
 Closing Direction: S45°51'42"E  
 Closing Distance: 0.0017

Course Data:(Mapcheck Through Radius Points Method)

Point	Northing	Easting	Direction	Distance
Begin	5101.1594	5034.0835	N89°54'10"E	571.89
	5102.1298	5605.9727	S00°18'57"E	643.36
	4458.7796	5609.5191	S89°47'45"W	569.12
	4456.7516	5040.4027	N00°33'43"W	644.44
End	5101.1606	5034.0823		
Error of Closure	1 : 1406479			
Departure in Y (Northing):	-0.0012			
Departure in X (Easting):	0.0012			

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Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Certified Mail Fee \$9.68

Sent To **BEAVER PARK WATER, INC**  
**PO BOX 286**  
**PENROSE, CO 81240**

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Penrose, CO 81240

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Certified Mail Fee \$9.68

Sent To **PENROSE WATER DIST**  
**340 GRANT ST.**  
**PENROSE, CO 81240**

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Pueblo, CO 81007

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$4.10
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Certified Mail Fee \$9.68

Sent To **Century Link**  
**141 E. Enterprise Dr.**  
**Pueblo, CO 81007**

City, State, ZIP+4®

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Canon City, CO 81212

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$4.10
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Certified Mail Fee \$9.68

Sent To **Spectrum**  
**306 N. 16th St.**  
**Suites A-D**  
**Canon City, CO 81212**

City, State, ZIP+4®

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Canon City, CO 81212

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$4.10
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Certified Mail Fee \$9.68

Sent To **Black Hills Energy**  
**3110 Utility Ln**  
**Canon City, CO 81212**

City, State, ZIP+4®

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Canon City, CO 81212

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$4.10
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Certified Mail Fee \$9.68

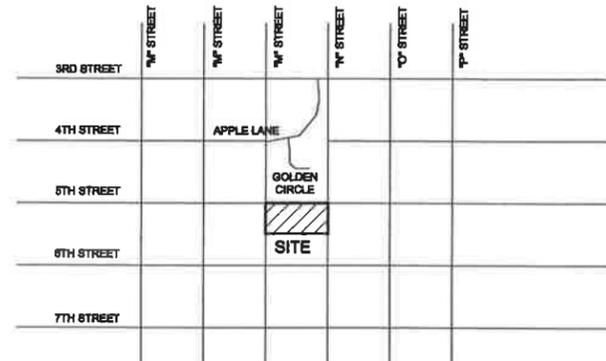
Sent To **Atmos Energy**  
**105 McCormick Pkwy**  
**Canon City, Co 81212**

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

# ROPPOLO LOT LINE ADJUSTMENT

A LOT LINE ADJUSTMENT OF TRACTS 37 & 38, BEAVER PARK PLAT NO. 1  
 LOCATED WITHIN SECTION 34, TOWNSHIP 18 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,  
 FREMONT COUNTY, COLORADO



VICINITY MAP  
 NOT TO SCALE

NOT TO SCALE

KNOW ALL MEN BY THESE PRESENTS that

LORETTA J. ROPOLO is the owner of the following described land:

TO WIT

TRACTS 37 AND 38, SECTION 34, TOWNSHIP 18 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEAVER PARK PLAT NO. 1, EXCEPT THE EAST 20 FEET OF TRACT 37, COUNTY OF FREMONT, STATE OF COLORADO.

CONTAINING 18.66 ACRES MORE OR LESS

### DEDICATION

That LORETTA J. ROPOLO being the owner of the above described lands being platted and/or subdivided in Fremont County, Colorado, under the name of ROPOLO LOT LINE ADJUSTMENT NO. 2, have laid out, platted and/or subdivided the same as shown on this plat and do hereby dedicate to the public at large the streets, alleys, roads and other public areas as shown hereon and hereby dedicate those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon. The sole right to assign use or vacate is vested with the Board of County Commissioners.

In witness whereof, LORETTA J. ROPOLO has subscribed his name this \_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_.

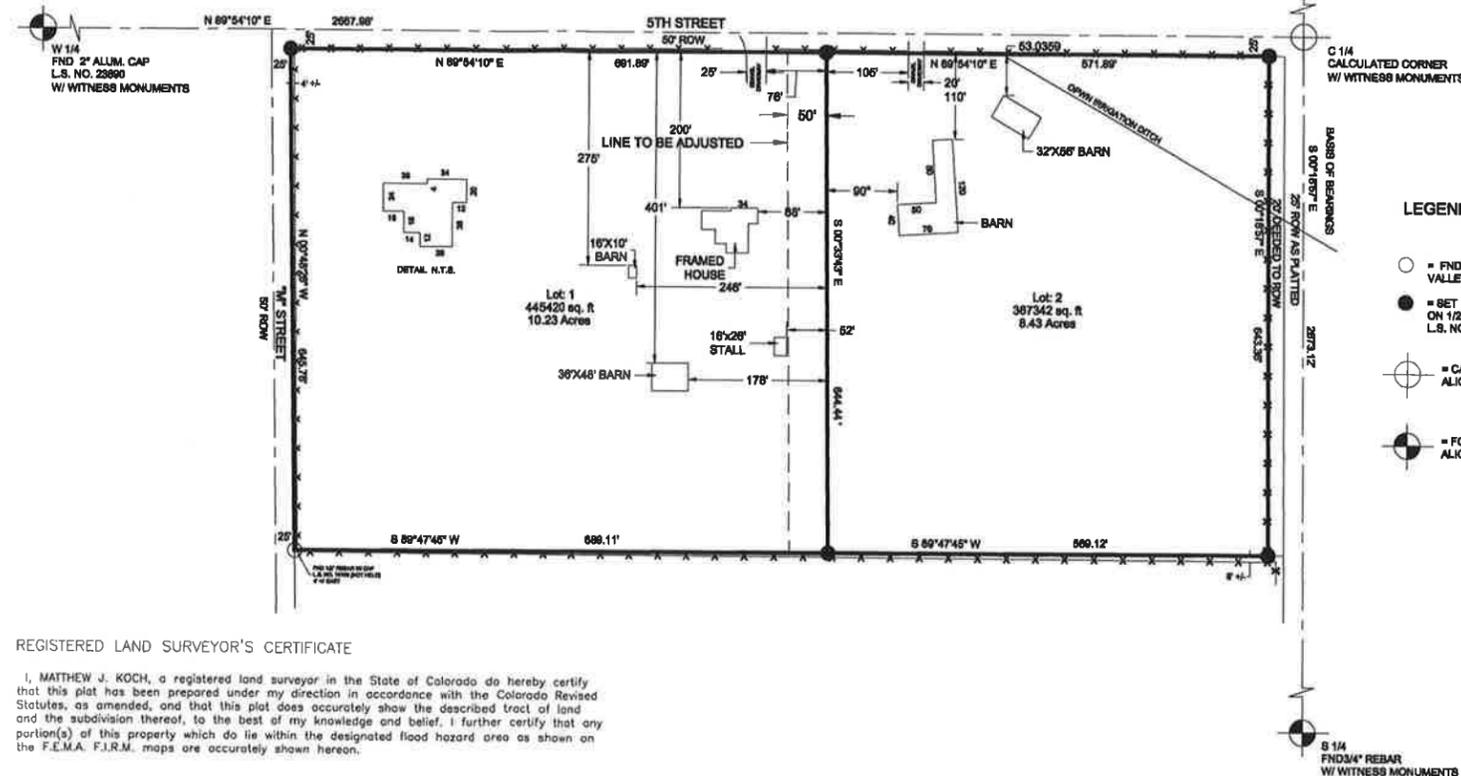
By \_\_\_\_\_  
 LORETTA J. ROPOLO

### NOTARY STATEMENT

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_ by LORETTA J. ROPOLO.

My commission expires \_\_\_\_\_  
 My address is \_\_\_\_\_  
 Witness my hand and official seal \_\_\_\_\_  
 Notary Public

NOTICE:  
 ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S CERTIFICATION CONTAINED HEREON.



### REGISTERED LAND SURVEYOR'S CERTIFICATE

I, MATTHEW J. KOCH, a registered land surveyor in the State of Colorado do hereby certify that this plat has been prepared under my direction in accordance with the Colorado Revised Statutes, as amended, and that this plat does accurately show the described tract of land and the subdivision thereof, to the best of my knowledge and belief. I further certify that any portion(s) of this property which do lie within the designated flood hazard area as shown on the F.E.M.A. F.J.R.M. maps are accurately shown hereon.

MATTHEW J. KOCH L.S. No. 37907 DATE \_\_\_\_\_

### ACKNOWLEDGMENT AND ACCEPTANCE OF PLAT

This is to certify that the plat is approved and accepted as per review by the Planning Director, dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
 Chairman, Fremont County Board of County Commissioners

### EASEMENT STATEMENT

Easements for public purposes, including utilities, are as indicated on the plat, with the sole responsibility for maintenance being vested with the adjacent property owners except as otherwise noted. All interior lot lines are subject to a five (5) foot utility easement on both sides of lot lines. Exterior subdivision boundary is subject to a ten (10) foot utility easement.

### COUNTY CLERK AND RECORDERS STATEMENT

STATE OF COLORADO  
 COUNTY OF FREMONT)

This plat was filed for record in the office of the County Clerk and Recorder of Fremont County, Colorado, at \_\_\_\_\_ M., on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ A.D. under reception number \_\_\_\_\_

\_\_\_\_\_  
 Fremont County Clerk & Recorder

- ### LEGEND
- = FND 1" PLASTIC CAP VALLEY SURVEYING
  - = SET 1" PLASTIC CAP ON 1/2" X 18" REBAR L.S. NO. 37807
  - ⊕ = CALCULATED ALIQUOT SECTION CORNER
  - ⊙ = FOUND AS SHOWN ALIQUOT SECTION CORNER

### NOTES:

- 1.) BEARINGS SHOWN ARE BASED UPON THE EAST LINE OF THE WEST 1/2 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 68 WEST OF THE 6TH P.M., FREMONT COUNTY, COLORADO, BEING S 00°18'57" E, 5348.24 FEET BETWEEN THE FOUND 2" ALU. CAP. L.S. NO. 23890 AT THE N 1/4 AND THE FOUND 3/4" REBAR AT THE S 1/4, PER GPS OBSERVATION.
- 2.) RECORDED AND APPARENT RIGHTS-OF-WAY ARE SHOWN AS PER TITLE COMMITMENTS NO. 1503COR, BY CORE TITLE GROUP LLC.
- 3.) ALL DIMENSIONS SHOWN IN U.S. SURVEY FEET

CORNERSTONE  
 LAND SURVEYING, L.L.C.  
 1022 PHAY AVE.  
 CAÑON CITY, COLORADO 81212  
 719-275-8881