



**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: RYAN GRAHAM
Mailing Address: 402 W. NEW YORK, CANON CITY, CO
Telephone Number: 719-371-6031 Facsimile Number: _____
Email Address: _____

b. Name: LONNIE HART
Mailing Address: 2906 NORTH ST., CANON CITY, CO
Telephone Number: _____ Facsimile Number: _____
Email Address: _____

c. Consulting Firm Name: CORNERSTONE LAND SURVEYING
Mailing Address: 1022 PHAY AVE, CANON CITY, CO
Telephone Number: 719-275-8881 Facsimile Number: _____
Email Address: CSURVEYING98@GMAIL.COM

2. The proposed plat title is GRAHAM / HART

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 R-1 Zone District.

b. This property is located in the R-1 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  Date 11-19-24

b. Property "b" Owner Signature  Date 11/19/24

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: 11/06/2024
File No: 3512COR
Property Address: 2904 North St., Canon City, CO 81212
Buyer/Borrower:
Seller: **Ryan L. Graham and Rhonda Graham**
Lonnie Hart

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

Escrow Officer:	Corey Canterbury
Not Applicable	Core Title Group LLC
Core Title Group LLC	831 Royal Gorge Blvd Suite 325
831 Royal Gorge Blvd Suite 325	Canon City, CO 81212
Canon City, CO 81212	Phone: 719-602-8640
Phone: 719-602-8640	

E-Mail:
Processor: Lori Plank
E-Mail: LPlank@coretitlegroupllc.com

Copies Sent to:

Buyer:	Seller:
	Ryan L. Graham and Rhonda Graham
	DELIVERED VIA: AGENT
	Lonnie Hart
	DELIVERED VIA: AGENT

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.

File No: **3512COR**
Amendment No: **3512COR**

SCHEDULE A

1. Commitment Date: **October 30, 2024, at 7:30 am**

2. Policy to be Issued:

(a) ALTA® 2021 Owner's Policy

Proposed Insured:

Proposed Policy Amount:

(b) ALTA® 2021 Loan Policy

Proposed Insured:

Proposed Policy Amount:

<i>To Be Determined Search Fee End</i>	\$	250.00
<i>Additional Parcel Search Fee</i>	\$	100.00
Total:	\$	350.00

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:

PARCEL 1:

Ryan L. Graham and Rhonda Graham

PARCEL 2:

Lonnie Hart

5. The Land is described as follows:

PARCEL 1:

Lot A, May's Subdivision, according to the recorded plat thereof, County of Fremont, State of Colorado.

PARCEL 2:

Lot B, May's Subdivision, according to the recorded plat thereof, County of Fremont, State of Colorado.

For Informational Purposes Only:

2904 North St., Canon City, CO 81212

2906 North St., Canon City, CO 81212

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APN: 19080105 / R018530 et. al

Countersigned
Core Title Group LLC

By: 

C. Canterbury

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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: [Signature]
Donald A. Berube - Secretary

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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.

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.

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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. Reservations made by J.F. Daughtery, as described in deed recorded September 9, 1936 at Reception No. 198686, and any interests therein or rights thereunder.
10. Subject to reservations of (1) any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; (2) right of the proprietor of

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File No: 3512COR

any vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, (3) right of way for any ditches or canals constructed by authority of the United States, as set forth in U.S. Patent No. 406A, issued August 19, 1873 to James W. Cook, as posted in the Bureau of Land Management, General Land Office Records.

11. All matters as shown on the plat of Park Center Subdivision, Third Filing recorded December 20, 1897 at [Reception No. 45358](#). *NO IMPACT OR CHANGE*
12. Terms, agreements, provisions, conditions and obligations of Easement for Irrigation Ditch as contained in Deed recorded June 28, 1971 in [Book 535 at Page 572](#). *NO IMPACT OR CHANGE*
13. Terms, agreements, provisions, conditions and obligations as contained in Application for Waiver of Subdivision Requirements recorded August 18, 1980 in [Book 655 at Page 243](#). *NO IMPACT*
14. Terms, agreements, provisions, conditions and obligations as contained in Notice recorded May 24, 1983 in [Book 689 at Page 727](#). *NO IMPACT*
15. All matters as shown on the plat of May's Subdivision recorded August 18, 1980 at [Reception No. 470706](#). *NO CHANGE IN REQ.*
16. Terms, agreements, provisions, conditions and obligations as contained on Easement granted to Centel Corporation recorded August 13, 1990 in [Book 969 at Page 91](#). *NO CHANGE OR IMPACT*
17. Terms, agreements, provisions, conditions and obligations as contained in Easement granted to WestPlains Energy, a Division of Utilicorp United, Inc. recorded June 1, 1992 in [Book 1054 at Page 130](#). *NO CHANGE OR IMPACT*
18. Terms, agreements, provisions, conditions and obligations as contained in Agreement to Sell Real Estate recorded March 24, 2014 as [Reception No. 916637](#). *NA*
19. The interest of Stephanie Michelle Tompkins created by Beneficiary Deed from Lonnie Hart recorded February 7, 2023, under [Reception No. 1024458](#) under the provisions of C.R.S. 15-15-401, et seq *NA*

FOR INFORMATIONAL PURPOSES ONLY:

The following apply to Parcel 1:

20. Financing Statement from Ryan L. Graham and Rhonda Kay Graham, debtor(s) in favor of PB&T, secured party, recorded October 30, 2024 at [Reception No. 1040920](#).
21. Deed of Trust from , for the use of PB&T Bank, to secure \$240,000.00 dated October 29, 2024 recorded October

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File No: 3512COR

30, 2024 at [Reception No. 1040918](#). Disburser's Notice recorded October 30, 2024 as [Reception No. 1040919](#).

22. Deed recorded October 28, 2024 as [Reception No. 1040785](#).

The following apply to Parcel 2:

23. Release by the Public Trustee of the County of Fremont of the Deed of Trust from David Barnett and Tina Barnett, for the use of Mike Walters and Kendra Walters, to secure \$100,000.00 dated August 19, 2016 recorded September 15, 2016 at [Reception No. 942862](#). Modification of Deed of Trust and Promissory Note recorded April 12, 2017 as [Reception No. 949218](#). Assignment of Deed of Trust to AmeriFunds Secured Income Fund II, LLC recorded April 12, 2017 as [Reception No. 949219](#).

24. Deed recorded February 7, 2023 as [Reception No. 1024458](#).

25. Deed recorded November 7, 2022 as [Reception No. 1021962](#).

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.

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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

Anti-Fraud Statement

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

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

RECORDATION REQUESTED BY:

P&T Bank
Loan Operations
P.O. Box 639
Pueblo, CO 81002

WHEN RECORDED MAIL TO:

P&T Bank
Loan Operations
P.O. Box 639
Pueblo, CO 81002

SEND TAX NOTICES TO:

P&T Bank
Canon City Branch
1401 Main Street
Canon City, CO 81212

FOR RECORDER'S USE ONLY

CONSTRUCTION DEED OF TRUST

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Deed of Trust shall not exceed at any one time \$240,000.00 except as allowed under applicable Colorado law.

THIS DEED OF TRUST is dated October 29, 2024, among Ryan L. Graham, whose address is 402 W New York Ave, Canon City, CO 81212 and Rhonda Graham, whose address is 402 W New York Ave, Canon City, CO 81212 ("Grantor"); P&T Bank, whose address is Canon City Branch, 1401 Main Street, Canon City, CO 81212 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of Fremont County, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Fremont County, State of Colorado:

Lot A, May's Subdivision according to the recorded plat, County of Fremont, State of Colorado.

The Real Property or its address is commonly known as 2904 North St, Canon City, CO 81212. The Real Property tax identification number is 19080105.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF BORROWER'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN BORROWER AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

CONSTRUCTION MORTGAGE. This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Colorado.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state,

**DEED OF TRUST
(Continued)**

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and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Construction Loan. If some or all of the proceeds of the loan creating the indebtedness are to be used to construct or complete construction of any improvements on the Property, the improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Deed of Trust shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Colorado law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is

**DEED OF TRUST
(Continued)**

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located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY: DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, provided, however, to the extent any such Real Property description, title insurance policy, title report or final title opinion includes any reference to or any document referencing "statutory exceptions", Grantor shall nonetheless warrant and forever defend the title to the Property against all such statutory exceptions, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Premises. All promises, agreements, and statements Grantor has made in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**DEED OF TRUST
(Continued)**

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Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES: ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. Upon the full performance of all the obligations under the Note and this Deed of Trust, Trustee may, upon production of documents and fees as required under applicable law, release this Deed of Trust, and such release shall constitute a release of the lien for all such additional sums and expenditures made pursuant to this Deed of Trust. Lender agrees to cooperate with Grantor in obtaining such release and releasing the other collateral securing the Indebtedness. Any release fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Deed of Trust if any of the following happen:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Breach Other Promise. Borrower or Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Deed of Trust or in any agreement related to this Deed of Trust.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Borrower or Grantor, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Borrower's or Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Borrower's or Grantor's accounts with Lender. However, if Borrower or Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Borrower or Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Subject to any applicable notice and cure provisions under Colorado law, if an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

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**DEED OF TRUST
(Continued)**

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Foreclosure. Lender shall have the right to cause all or any part of the Real Property, and Personal Property, if Lender decides to proceed against it as if it were real property, to be sold by the Trustee according to the laws of the State of Colorado as respects foreclosures against real property. The Trustee shall give notice in accordance with the laws of Colorado. The Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees, attorneys' fees, and the cost of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled to the excess.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all, or any portion of, the indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing expenditures secured by this Deed of Trust shall be presented to the person conducting the sale in order that the amount of indebtedness so used or applied may be credited thereon as having been paid.

Attorneys' Fees; Expenses. If Lender forecloses or institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees not in excess of fifteen percent (15%) of the unpaid debt after default and referral to an attorney not Lender's salaried employee whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. To the extent permitted by applicable law, Trustee shall have all of the rights and duties of Lender as set forth in this section.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any person may change his or her address for notices under this Deed of Trust by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. What is written in this Deed of Trust and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Deed of Trust. To be effective, any change or amendment to this Deed of Trust must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Colorado.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of PUEBLO County, State of Colorado.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Deed of Trust unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the

**DEED OF TRUST
(Continued)**

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other provisions of this Deed of Trust. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor. In the event Lender institutes legal process to obtain possession of the Property and to the extent permitted by law, Grantor hereby knowingly and voluntarily waives any right to a hearing prior to a court order granting Lender the right to take possession of the Property. Grantor waives all rights of exemption from execution or similar law in the Property, and Grantor agrees that the rights of Lender in the Property under this Deed of Trust are prior to Grantor's rights while this Deed of Trust remains in effect.

Severability. If a court finds that any provision of this Deed of Trust is not valid or should not be enforced, that fact by itself will not mean that the rest of this Deed of Trust will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Deed of Trust even if a provision of this Deed of Trust may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means PB&T Bank, and its successors and assigns.

Borrower. The word "Borrower" means Ryan L Graham and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Ryan L Graham and Rhonda Graham.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expense incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means PB&T Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the promissory note dated October 29, 2024, in the original principal amount of \$240,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is October 29, 2025.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means the Public Trustee of Fremont County, Colorado.

Loan No: 6670465191 **DEED OF TRUST** (Continued) Page 7

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

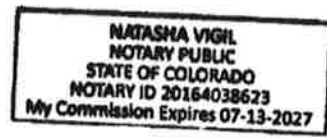
X [Signature]
Ryan L. Graham

X [Signature]
Rhonda Graham

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Colorado |
COUNTY OF Fremont |

This record was acknowledged before me on October 21st, 2024 by Ryan L. Graham and Rhonda Graham.



[Signature]
Signature of Notarial Officer
Notary Public in and for the State of Colorado
My commission expires 07-13-2027

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: PB&T Bank NMLSR ID: 817077
Individual: SCOTT THORSON NMLSR ID: 807771

RETURN RECORDED DOCUMENT TO:

Lonnie Hart
2906 North Street
Canon City, CO 81212

BENEFICIARY DEED

(§§ 15-15-401 et seq., Colorado Revised Statutes)

CAUTION: THIS DEED MUST BE RECORDED PRIOR TO THE DEATH OF THE GRANTOR IN ORDER TO BE EFFECTIVE.

Note to Assessor and Treasurer: address is for identification purposes only. All notices and tax statements should continue to be sent to the Grantor identified herein.

Lonnie Hart, an unmarried man, with an address of 2906 North Street, Canon City, Colorado 81212, as Grantor, designates Stephanie Michelle Tompkins, a woman, with an address of 7250 W Vassar Ave., Lakewood, Colorado 80227, as Grantee-Beneficiary, and Grantor transfers, sells, and conveys on Grantor's death, the following described real property located in Fremont County, Colorado (the "Property"):

Tax ID Number: 1845743

Land situated in the County of Fremont in the State of Colorado
Lot B, MAY'S SUBDIVISION, County of Fremont, State of Colorado
Commonly known as: 2906 North Street, Canon City, CO 81212

Known and numbered as 2906 North Street, Canon City, CO 81212

If the Grantee-Beneficiary predeceases the Grantor, is treated under the inheritance laws of the State of Colorado as having predeceased the Grantor, or is otherwise not legally in existence at the time of the Grantor's death, the conveyance to the Grantee-Beneficiary is null and void.

THIS BENEFICIARY DEED IS REVOCABLE. IT DOES NOT TRANSFER ANY OWNERSHIP UNTIL THE DEATH OF THE GRANTOR. IT REVOKES ALL PRIOR BENEFICIARY DEEDS BY THIS GRANTOR FOR THIS REAL PROPERTY EVEN IF THIS BENEFICIARY DEED FAILS TO CONVEY ALL OF THE Grantor's INTEREST IN THIS REAL PROPERTY.

WARNING: EXECUTION OF THIS BENEFICIARY DEED MAY DISQUALIFY THE GRANTOR FROM BEING DETERMINED ELIGIBLE FOR, OR FROM RECEIVING, MEDICAID UNDER TITLE 25.5, COLORADO REVISED STATUTES.

WARNING: EXECUTION OF THIS BENEFICIARY DEED MAY NOT AVOID PROBATE.

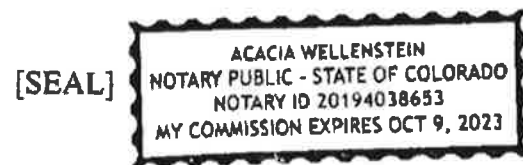
Executed this 1 day of February, 2023.

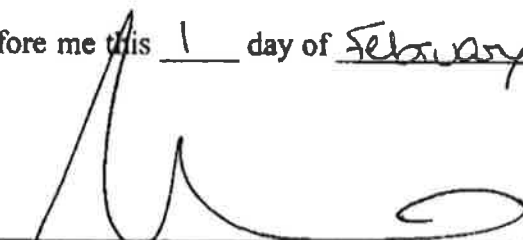


Lonnie Hart

STATE OF COLORADO
CITY/COUNTY OF Fremont

The foregoing instrument was acknowledged before me this 1 day of February, 2023 by Lonnie Hart.





NOTARY PUBLIC
My Commission Expires: 10/9/2023

KNOW ALL MEN BY THESE PRESENTS:

THAT HAROLD L. MAY, JR. AND WYOMING B. MAY ARE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND...

DEDICATION:

THE ABOVE OWNERS HAVE GRANTED AND TRACT OF LAND TO BE PLATTED INTO LOTS, BLOCKS, STREETS AND...

EASEMENTS:

THE ABOVE OWNERS HAVE GRANTED AND TRACT OF LAND TO BE PLATTED INTO LOTS, BLOCKS, STREETS AND...

IN WITNESS WHEREOF:

THE ABOVE OWNERS HAVE EXECUTED THESE PRESENTS THIS 22nd DAY OF July 1922...

STATE OF COLORADO)
COUNTY OF FREMONT)

THE ABOVE AND FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME THIS 22nd DAY OF July 1922...

NOTARY PUBLIC

CERTIFICATES OF APPROVAL:

THIS IS TO CERTIFY THAT THIS PLAT WAS SUBMITTED TO AND APPROVED BY THE PLANNING...

PLANNING DIRECTOR

THIS IS TO CERTIFY THAT THIS PLAT WAS SUBMITTED TO AND APPROVED BY THE PLANNING...

CHAIRMAN OF THE PLANNING COMMISSION

ACKNOWLEDGEMENT AND ACCEPTANCE OF PLAT:

THE UNDERSIGNED, CLERK OF COLORADO, IN CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS...

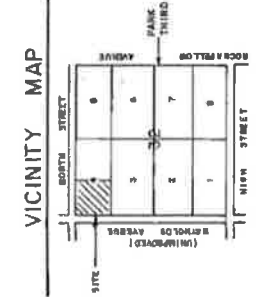
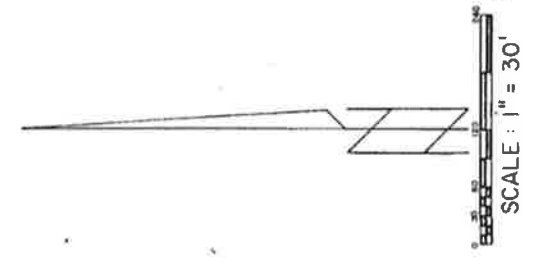
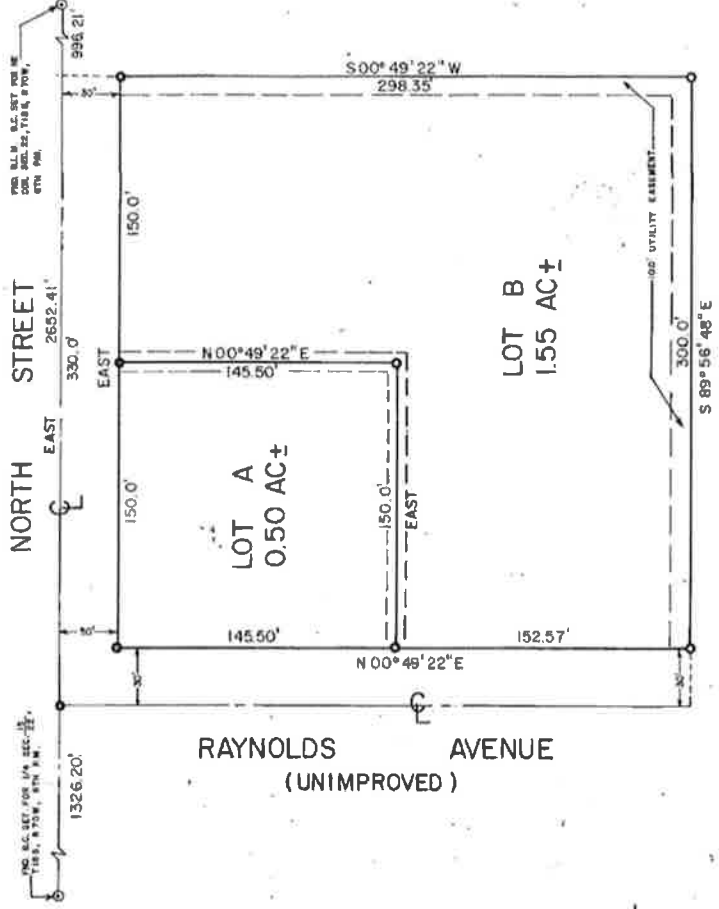
CLERK OF COUNTY COMMISSIONERS

STATE OF COLORADO)
COUNTY OF FREMONT)

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDS OF...

COUNTY CLERK AND RECORDER

MAY'S SUBDIVISION
A REPLAT OF THE WESTERLY 300 FEET OF LOT 4, BLOCK 32,
PARK CENTER SUBDIVISION, THIRD FILING,
FREMONT COUNTY, COLORADO



NOTES

- INDICATES POINTS FOUND
INDICATES POINTS SET 1/2" BEAM & CAP
L.S. 1898.
INDICATES A 3.0' UTILITY EASEMENT UNLESS OTHERWISE NOTED ON PLAT

REGISTERED LAND SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED, REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DOES HEREBY...



REGISTERED LAND SURVEYOR IN 1922



WARRANTY DEED - Out West Printing and Stationery Co. Colorado Springs, Colo. 7315

No. 178666
WARRANTY DEED.

This Deed, Made this thirty day of September in the year of our Lord one thousand nine hundred and thirty-six between

J. F. Dougherty
of the County of Fremont, and State of Colorado, of the first part, and

Oliver E. Edwards
of the County of Fremont, and State of Colorado, of the second part:

STATE OF COLORADO, } ss.
County of Fremont, }
I hereby certify that this Deed was filed for Record at 3:17 o'clock P.M. Sept 9 1936
Katherine Kowala Registrar
By Edward E. Davies Deputy

Witnesseth, That the said part y of the first part, for and in consideration of the sum of One dollar and other good and valuable considerations to the said part y of the first part in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, he s granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said part y of the second part, his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Fremont, and State of Colorado, to-wit:

The North Half of Lot No. 5, all of Lot No. 4 in Block No. 31 in Park Center Subdivision, according to the recorded plat thereof. Together with 28 shares of the capital stock of Canon Heights Irrigation and Reservoir Company which are appurtenant to said lands. One-half of the oil rights and gas rights are reserved by E. H. Grantham of Canon City, Colo.

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 part y of the first part, 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 said part y of the second part, his heirs and assigns forever. And the said J. F. Dougherty

part y of the first part, for his heirs, executors and administrators, do and covenant, grant, bargain and agree to and with the said part y of the second part his heirs and assigns, that at the time of the enacting and delivery of these presents is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and he s good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind nature soever; except a certain mortgage for the sum of Five (\$500.00) dollars, and one (\$100.00) dollar back notes assessments, which party of the second part assumed. and the above bargained premises, in the quiet and peaceable possession of the said part y 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 part y of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said part y of the first part he s hereunto set his hand, and seal, the day and year first above written.
SIGNED, SEALED AND DELIVERED IN PRESENCE OF J. F. Dougherty SS
SS
SS
SS

STATE OF COLORADO, } ss.
County of Fremont, } I, Dora E. Turner, a Notary Public in and for said County,
in the State aforesaid, do hereby certify that J. F. Dougherty

who is personally known to me to be the person whose name is subscribed to the annexed 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, for the uses and purposes therein set forth.
Given under my hand and Notarial seal, this 3rd day of Sept, A. D. 1936.
My commission expires 1-24 1937.
Dora E. Turner
NOTARY PUBLIC.



WARRANTY DEED

State Doc Fee: \$21.00
Recording Fee: \$13.00

THIS DEED is dated the 20 day of October, 2022, and is made between

David Barnett and Tina Barnett

(whether one, or more than one), the "Grantor" of the County of Fremont and State of Colorado and

Lonnie Hart

In Severalty, (whether one, or more than one), the "Grantee", whose legal address is 2906 North Street, Canon City, CO 81212 of the County of Fremont and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Fremont and State of Colorado described as follows:

Lot B, MAY'S SUBDIVISION, County of Fremont, State of Colorado.

also known by street address as: 2906 North Street, Canon City, CO 81212

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversions, 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 Grantees, and the Grantees' heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns: that at the time of the enrolling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and 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 and subject to: Statutory Exceptions as defined in C.R.S. § 38-30-113(5)(a).

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, in the quiet and peaceable possession of the Grantees, and the heirs and assigns of the Grantees, against all and every person or persons lawfully claiming the whole or any part thereof.

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

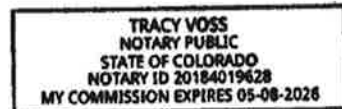
Tina Barnett
Tina Barnett

David Barnett
David Barnett

State of Colorado
County of Fremont

The foregoing instrument was acknowledged before me this 20 day of October, 2022 by Tina Barnett and David Barnett.

Notary Public: _____
My Commission Expires: _____



MODIFICATION OF DEED OF TRUST AND PROMISSORY NOTE

THIS AGREEMENT is made this 7 day of April, 2017, between David Barnett and Tina Barnett (herein called "BUYERS") and Mike Walters and Kendra Walters, in Joint Tenancy (herein called "SELLERS").

RECITALS

It is acknowledged that:

The BUYER is the fee simple owner of that certain real property known as 2906 North Street, Canon City, CO 81212 (herein called "PROPERTY").

The BUYER executed that certain Deed of Trust (herein called "Deed of Trust") dated August 19, 2016 in favor of Mike Walters and Kendra Walters, in Joint Tenancy, executed by David Barnett and Tina Barnett which encumbers the PROPERTY and secures the payment of that certain PROMISSORY NOTE (herein called "Note") in the amount of \$100,000.00, which was executed in favor of Mike Walters and Kendra Walters, in Joint Tenancy simultaneously with the Deed of Trust. Said DEED OF TRUST was recorded on 9/15/2016, Reception No. 942862, in the records of Fremont County, State of Colorado.

The BUYER and SELLER agree to modify the DEED OF TRUST AND THE PROMISSORY NOTE as following:

- 1) Deed of Trust verbiage paragraph 2.1.1 is hereby deleted.
- 2) The Deed of Trust incorrectly shows the maturity date of the loan as April 1, 2014. The maturity date of the Deed of Trust is hereby amended to April 1, 2044 to match the maturity date referenced in the Promissory Note.
- 3) The verbiage within the note paragraph 1 specified herein "In addition, the Borrower agrees to pay equal monthly payments of One Hundred Four and 17/100ths Dollars (U.S. \$104.17) to the Lender as a Private Mortgage Insurance ("PMI"), for a total monthly payment of Eight Hundred Thirty Seven and 93/100ths Dollars (U.S. \$837.93), until the principal remaining on the loan is reduced below Eighty Five Thousand Eight Hundred and 00/100ths Dollars (U.S. \$85,800.00), at which point the requirements to pay PMI is eliminated. " is hereby deleted.

All of the other terms of the PROMISSORY NOTE and DEED OF TRUST shall remain in full force and effect, except as modified by this Modification.

As of the date hereof the unpaid principal balance owed on the note is \$96,439.12 together with interest on the declining balance thereof at the rate 8.00% per annum from April 1, 2017 and shall be paid in monthly installments of \$733.76, or more, due on the 1st day of each month, with the next installment due May 1, 2017 and continuing until the final maturity date referenced in the NOTE of April 1, 2044.

It is agreed between the parties that by signing this Modification they in no way impair the security now held by and the debt owed to the Seller.

SELLERS:



By: Mike Walters



By: Kendra Walters

BUYERS:



By: David Barnett



By: Tina Barnett

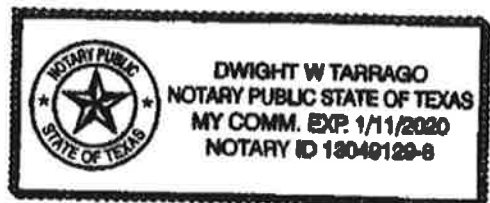


STATE OF Texas)
County of Harris) ss.

On this day personally appeared before me Mike Walters and Kendra Walters, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of April, 2017.

Sign: [Signature]
Printed/Typed Notary Name Dwight W Tarrago
Notary Public in and for the State of Texas
Residing at/in Spring, Texas
My commission expires 01/11/2020



STATE OF Colorado)
County of Fremont) ss.

On this day personally appeared before me David Barnett & Tina Barnett, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3 day of April, 2017.

Sign: [Signature]
Printed/Typed Notary Name Jessica Curtis
Notary Public in and for the State of Colorado
Residing at/in Fidelity National Title
My commission expires 7/10/18

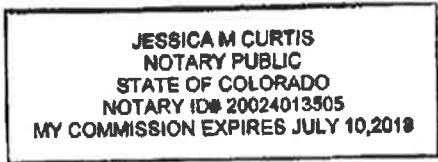


Exhibit A

Lot B, May's Subdivision

County of Fremont
State of Colorado

QUITCLAIM DEED

THIS DEED, Made this 26 day of October 2024, between
Samuel C. Graham and Ryan L. Graham and Rhonda Graham
grantor(s), and

Ryan L. Graham and Rhonda Graham
whose legal address is 402 W. New York Avenue, Canon City, CO 81212
grantee(s);

WITNESS, That the grantor(s), for and in consideration of the sum of Ten And No/100 Dollars (\$10.00),
the receipt and sufficiency of which is hereby confessed and acknowledged, has remised, released, sold
and QUIT CLAIMED, and by these presents does remise, release, sell, and QUIT CLAIM unto the
grantee(s), the survivor of them, their assigns and the heirs and assigns of such survivor forever all the
right, title, interest, claim and demand which the said grantor(s) has in and to the following described lot(s)
or parcel(s) of land, situate, lying and being in the County of Fremont, State of COLORADO, described as
follows:

Lot A, May's Subdivision according to the recorded plat

County of Fremont
State of Colorado

also known by street and number as 2904 North St, Canon City, CO 81212-8866

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges
thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim
whatsoever, of the said grantor(s) either in law or equity, unto said grantee(s), the survivor of them, their
assigns, and the heirs and assigns of such survivor forever.

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(s) has hereunto set their hand and seal the date set forth above.

Signed, Sealed and Delivered in the Presence of

Samuel C. Graham
Samuel C. Graham

Ryan L. Graham
Ryan L. Graham

Rhonda Graham
Rhonda Graham

STATE OF COLORADO
COUNTY OF FREMONT

The foregoing instrument was acknowledged before me this 26 day of October, 2024, by
Samuel C. Graham and Ryan L. Graham and Rhonda Graham.

Mandy Brown
Notary Public

My Commission Expires: 2/25/2028

(SEAL)



EASEMENT

2:16
15:00
13

Correct:	Harold L. May and Sherry May	Document No.
	P.O. Box 0288 Landowner	
	Canon City, Co. 81215-0288	
R. O. W. Agent	Address	

IN CONSIDERATION of the sum of \$1.00 and other valuable consideration, the undersigned landowner(s) hereby grant(s) unto CENTEL CORPORATION, its successors and assigns, the right, privilege and authority to construct, operate, maintain and remove its electric transmission, distribution and service lines, whether said lines now or may hereafter serve the property described herein or other property, with all poles, crossarms, cables, wires, guys, supports and devices, used or useful in the operation of said lines, over, under, across and upon the following described tract of land now owned by the undersigned, or in which the undersigned may have an interest, located in the County of FREMONT, State of Colorado, to wit:

FREMONT COUNTY, CO 572294 08/13/90 02:16P
BK 0969 PG 91 NORMA HATFIELD, RECORDER 1 OF 3

SEE ATTACHED EXHIBIT "A"

SOUTHERN COLORADO POWER MOUNTAIN DISTRICT TOWN Canon City, Colorado
 NAME OF LINE OR EXTENSION Harold May 7.6 KV Primary Extension W.A.O. NO. 90-A-337

Together with the right to enter upon said premises, survey, construct, reconstruct, maintain, operate, remove, control and use said lines and to remove objects interfering therewith, and the right to permit the attachment of telephone line or lines to said poles, and to permit the attachment of the wires of any other company to said poles, and grantor further grants to grantee, the right and authority to trim or cut down any trees which may interfere with the construction, maintenance and operation of said lines, and the right to remove obstacles or fill ditches, excavations or depressions in the ground, where necessary, to make motor vehicle travel practical upon the easement.

Grantor hereby covenants with the grantee that it is lawfully seized and possessed of the real estate above described and that it has good and lawful right to convey it or any part thereof, and that said property is free and clear of all liens and encumbrances whatever.

The grantor(s) reserve(s) the right to cultivate, use and occupy said premises for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the grantee's facilities therein or use thereof.

In the event grantor constructs or erects any buildings, structures or signs or wells on said rights-of-way, such construction shall be limited to those which will not interfere with or endanger any of the grantee's facilities therein or the use thereof, nor endanger the public, and shall further be limited to such types of construction, distances and tolerances as meet the safety requirements of the National Electrical Safety Code as it shall be in effect at the time of such construction.

The work of installing said lines shall be done with care, and all damage to the premises caused thereby shall be repaired at the expense of the grantee.

Nonuse or a limited use of this easement shall not prevent grantee from thereafter making use of this easement to the full extent herein authorized, except that the failure of grantee hereunder to energize a line or lines on said easement during a continuous period of one year(s), shall upon the written request of the grantor terminate this easement. However, should such failure to energize arise by reason of storm, flood or other Act of God, by fire, war, rebellion, insurrection, sabotage, riot, strike or civil disobedience, then for such time as said failure to energize shall have been caused by any of such instances of force majeure, CENTEL CORPORATION shall be excused from so energizing said line for purposes of this paragraph.

Grantee agrees to move the line or lines located on the easement granted above within one hundred eighty (180) days after request to do so by grantor, provided only however that the expense of all removal and reconstruction shall be borne by grantor, and further provided that grantor furnishes an easement of equal width and upon equal terms and conditions without charge to grantee as a condition precedent to such removal for the relocation of said lines.

Signed this 6th day of AUGUST, 1990

WITNESSES:

_____	<u>Harold L. May</u>	Landowner	(SEAL)
_____	<u>Sherry L. May</u>	Landowner	(SEAL)
_____	_____	Landowner	(SEAL)
_____	_____	Landowner	(SEAL)

MAY NOT BE GOOD DOCUMENT

mb

FREMONT COUNTY, CO 572294 08/13/90 02:16P
BK 0969 PG 92 NORMA HAIFIELD, RECORDER 2 OF 3

STATE OF COLORADO

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,

by _____
(Grantor)

My commission expires _____

Witness my hand and official seal.

Notary Public

My address is _____
Street No. Street

City State Zip

The foregoing instrument was acknowledged before me this 6th day of August, 1990,

by Harold L. May & Sherry L. May

My commission expires 11-20-92

Witness my hand and official seal.

Vickie L. McCullough
Notary Public

My address is 806 Della Vista
Street No. Street

Canon City CO 81212
City State Zip



MAY NOT BE GOOD DOCUMENT
FOR REPRODUCTION

Document No. _____

EASEMENT

Mail to:

CENTEL CORPORATION

P.O. Box 270
Canon City

Colo. 81215-0270

EXHIBIT "A"

In the NE $\frac{1}{4}$ NE $\frac{1}{4}$, of Section 3, Township 19 South, Range 70 West, of the Sixth Principal Meridian, Fremont County, Colorado, Being 20 feet in width, 10 feet on either side of the following described centerline:

Commencing at the NE corner of said Section 3, from whence the North $\frac{1}{4}$ corner thereof bears South 89° 50' 20" West a distance of 2640.98 feet; thence South 0° 21' 01" East along the East line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, for 646.73 feet; thence North 87° 06' 45" West for 40.72 feet to a point on the West line of "ASH LANE", said point also being on the East line of that tract of land described in Book 956 at Page 152 of the Records of the Fremont County Clerk and Recorder, said point also being the point of beginning of the herein described easement; thence continuing North 87° 06' 45" West for 92.20 feet to the terminus of this particular easement; from whence the North $\frac{1}{4}$ corner of said Section 3, bears North 75° 51' 58" West a distance of 2590.59 feet.

Together with easements as required for anchoring structures on or near the above described centerline.

Legal description and Easement Survey Plat prepared for Centel Corporation by Great Divide Engineering and Surveying, Dated July 27, 1990 by Charles E. Ossola, Colorado L.S. No. 24672.

Filed for record

AUG 18 1980

at 1:40 P.M.

NORMA HATFIELD
Fremont County Clerk and Recorder

Receipt No. 170705

B-655 P243

1:40

1200

APPLICATION FOR WAIVER OF SUBDIVISION REQUIREMENTS

Application is hereby presented to the Board of County Commissioners of Fremont County to exempt from the definition of the terms "subdivision" and "subdivided land" as defined in 10C-2-3-C.R.S. (1963) as amended and the Resolution of Fremont County the hereinafter described transaction:

Name of Applicant(s) (Seller): Harold L. May, SR. and Gertrude M. May
Address of Applicant(s): 2906 North St., Canon City, Colorado 81212

Name or names of Purchaser: Veronica May
Relationship, if any, of seller to purchaser: Daughter

Address and/or location of proposed land sale: 2906 North St.

Purpose(s) for which land to be sold is to be used: Single Family Agricultural

Purpose(s) for which land to be sold is now used: Agricultural

Purpose(s) for which land to be retained is to be used: Single Family Agricultural

If land to be sold is to be used for residence, how many? one

Number of acres of tract before sale: 2.07

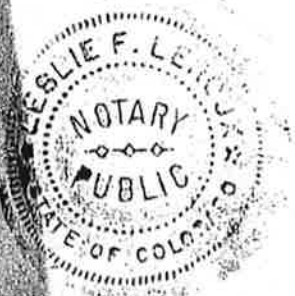
Number of acres of tract to be sold: 0.5

Number of acres of tract to be retained: 1.57

Applicant understands that any misrepresentation of facts in this application may subject the applicant to penalties for perjury.

Subscribed and sworn this 22nd day of July, 1980.
Gertrude M. May
Harold L. May Sr.
(Applicant)

Subscribed and sworn this 22nd day of July, 1980.
Leslie F. Lesout
(Notary Public)



Return to P&Z

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TO WHOM IT MAY CONCERN:

(Name of Subdivision or Waiver): MAY'S SUBDIVISION Lot A

One or more of the lots in the above-named subdivision may require the installation of an individual sewage disposal system. That system, prior to installation must meet all applicable Federal, State and local regulations governing installation of an individual sewage disposal system.

(Strike if not applicable) The type of individual sewage disposal system installed in the above subdivision should meet the design criteria and restraints set forth in the engineering report prepared by CARL Babberger

_____ on _____ and submitted with the application for the above subdivision. Copies of that report are available at the offices of the Fremont County Planning Department located at the Fremont County Courthouse, 7th and Macon Avenues, Canon City, Colorado.

Nothing in this letter is designed to require a purchaser to install an individual sewage disposal system if service from a public or quasi-public sewage district is available or mandatory.

The undersigned shall record this document with the subdivision named-above and shall inform purchasers of the contents hereof.

Harold L. May _____ Date 7-19-80
owner

No. 97

PARK CENTER WATER DISTRICT
Fremont County, Colorado

WATER TAP CERTIFICATE

JAMES F. VAUGHN and ROBERT A.

VAUGHN

THIS IS TO CERTIFY THAT VAUGHN, or assigns, is the owner of and immediately entitled to one water tap within the Park Center Water District, Fremont County, Colorado, without the payment of any tap fee.

THIS CERTIFICATE is issued pursuant to the terms of a certain Construction Contract dated March 8, 1974, and is subject to all applicable terms and conditions contained therein; provided, however, by issuance of this Certificate full compliance with the terms of said contract by the owner hereof is acknowledged. All costs incident to the connection of the water tap represented by this Certificate shall be paid by owner, or assigns. This Certificate shall be surrendered to the District upon connection of the water tap to the lines of the District. On or after March 8, 1984, and in the event this Certificate has not been previously surrendered to the District, the District shall have the right and option to purchase the water tap represented by this Certificate from the holder hereof for its value at the time of issuance of this Certificate, together with interest at the rate of 6% per annum from the date hereof to the date of such purchase. Until such option be exercised, the rights of the holder shall not be affected.

IN WITNESS WHEREOF the Park Center Water District has caused this Certificate to be issued by its duly authorized officers this 1st day of February, 1975.

Secretary

President

(SEAL)

Rights under this certificate shall be exercised only within the following described area:

The East 396 feet of Lots 1, 2 and 3, Block 32; the West 357.76 feet of Lots 6, 7 and 8, Block 32, Lots 5, 6 and 7, Block 31 and part of Lot 8, Block 31, described as beginning 115 feet North of the Southeast Corner of Lot 8; thence West 23.2 feet; thence Northwest 470 feet along ditch; thence East 649 feet; thence South 185 feet to the point of beginning, all in Park Center Subdivision

ASSIGNMENT

B 655 P246

470705 08/18/1980 01:40 PM
Page 4 of 6

For Value Received, this Certificate is hereby assigned to:

Veronica May

Dated: 1/21/80

Robert H. Thompson

For Value Received, this Certificate is hereby assigned to:

Dated: _____

For Value Received, this Certificate is hereby assigned to:

Dated: _____

For Value Received, this Certificate is hereby assigned to:

Dated: _____

For Value Received, this Certificate is hereby assigned to:

Dated: _____

For Value Received, this Certificate is hereby assigned to:

Dated: _____

TO: TREMONT COUNTY PLANNING AND ZONING DEPT

FROM: PARK CENTER WATER DISTRICT
P.O. Box 707
Canon City, Colorado 81212

RE: Application of *Veronica May*
for water service in respect to the following
described real property or address

*Westerly 320' of Lot 4 Block 32 Park
Center Subdivision
2904 North*

GENTLEMEN:

This letter is written in order to advise you that water service to the real property above-described is available at the present date and that water taps are available from this district for use upon said premises. No representation is made by this letter in respect to the availability of water taps for use upon said premises at a later date or the availability of water service upon said premises at a later date unless the applicant above-described has purchased a water tap from this district. Accordingly, you are advised that the above-named Applicant *has* purchased a water tap for said premises above-described at the present date

If applicable, the size of water tap or taps purchased for use upon said premises, if the same has been so purchased from this district by said Applicant as indicated above is as follows.

Dated at Canon City, Colorado, this *23rd* day of *July*, 1980.

PARK CENTER WATER DISTRICT

Marilyn A. Hamilton
Secretary to the Board of Directors

This certificate was transferred from Robert Vaughan.

B 655 P248

470705 08/18/1980 01:40 PM
Page 6 of 6

EXISTING
TAP

HAROLD L. & GERTRUDE M. MAY
2906 NORTH ST. 275-8506
CANON CITY, COLO. 81212

5-3-1980

\$12.00

1913

82-52
1070

PAY TO THE ORDER OF Bank Center Utility Dist DOLLARS

Five hundred \$/100

First National Bank
of Canon City
CANNON CITY, COLORADO 81212



THREE HUNDRED

Harold L. May



NOT A GOOD DOCUMENT FOR
REPRODUCTION

ASSIGNMENT OF DEED OF TRUST

KNOW THAT

Mike Walters and Kendra Walters, in joint tenancy, 522 Enchanted Lane, Spring, TX 77388, Assignor, in consideration of TEN (\$10.00) DOLLARS and other good and valuable consideration paid by AmeriFunds Secured Income Fund II, LLC 9375 East Shea Blvd, Suite 100, Scottsdale, Arizona, 85260, Assignee, hereby assigns unto Assignee, the DEED OF TRUST dated August 19, 2016 made by

David Barnett and Tina Barnett

to

Mike Walters and Kendra Walters, in joint tenancy

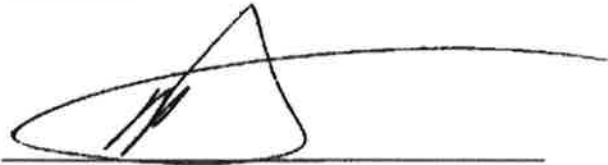
In the principal sum of \$100,000.00 and recorded September 15, 2016 in Reception No. 942862, in the office of the County Recorder of Fremont, State of Colorado, covering premises:

EXHIBIT "A"

TOGETHER with the bond or note or obligation described in said DEED OF TRUST, and the moneys due and to grow due thereon with the interest; TO HAVE AND HOLD the same unto the assignee and to the successor, legal representative and assigns of the assignee forever.

AND the assignor covenants that there is now owing upon said DEED OF TRUST, without offset or defense of any kind, the principal sum of Ninety-six thousand, four hundred thirty-nine and 12/100's dollars (\$96439.12) with interest thereon at 8 per centum per annum from April 1, 2017.

IN WITNESS WHEREOF, the assignor has duly executed this assignment April 4, 2017 In Presence of:




Mike Walters



Kendra Walters

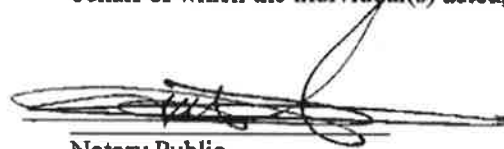
70575328



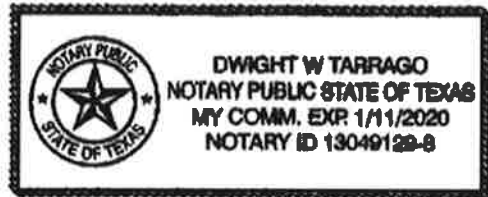
STATE OF Texas)
COUNTY OF Harris) SS:

On April, 5th, 2017 before me, a Notary Public in and for said State,

Personally appeared Renee D'Allesandro & Michael S. D'Allesandro known to me or proved to me on the basis of satisfactory evidence to be the individual(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public Dwight W. Tarrago

My Commission expires 1/1/2020



After recording, return to:
AmeriFunds Diversified Funding
9375 E. Shea Blvd., Suite 100
Scottsdale, AZ 85260

Exhibit A

Lot B, May's Subdivision

County of Fremont
State of Colorado

1 IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.
2 THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED
3 BEFORE SIGNING.
4

5 **DEED OF TRUST**
6 (Due on Transfer - Strict)

7
8 THIS DEED OF TRUST is made this 19 day of August, 2016, between DAVID BARNETT and TINA BARNETT
9 (Borrower), whose address is 2906 North Street, Cañon City, CO 81212; and the Public Trustee of the County in which the
10 Property (see § 1) is situated (Trustee); for the benefit of MIKE WALTERS and KENDRA WALTERS, in joint tenancy,
11 (Lender), whose address is 522 Enchanted Ln, Spring, TX 77388.

12
13 Borrower and Lender covenant and agree as follows:
14 1. **Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby
15 grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the County of
16 Fremont, State of Colorado:

17 Lot B, May's Subdivision
18
19 County of Fremont
20 State of Colorado

21
22
23 known as No. 2906 North Street, Cañon City, Colorado 81212 (Property Address),
24 Street Address City State Zip

25 together with all its appurtenances (Property).

26 2. **Note: Other Obligations Secured.** This Deed of Trust is given to secure to Lender:
27 2.1. the repayment of the indebtedness evidenced by Borrower's note (Note) dated August 19, 2016, in the
28 principal sum of One Hundred Thousand, and no/100th Dollars (\$100,000.00), with interest on the unpaid principal balance
29 from May 1, 2014 until paid, at the rate of 8.00 percent per annum, with principal and interest payable at 522 Enchanted Ln,
30 Spring, TX 77388 or such other place as Lender may designate, in equal monthly payments of Seven Hundred Thirty Three and
31 76/100ths Dollars (U.S. \$ 733.76), due May 1, 2014, and on the first day of each month thereafter; such payments to continue
32 until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire principal amount
33 outstanding and accrued interest thereon shall be due and payable on April 1, 2014; and Borrower is to pay to Lender a late
34 charge of Twenty-Five and 00/100ths Dollars (U.S. \$ 25.00) per day for any payment not received by Lender within five
35 days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or
36 in part, at any time without penalty;

37 2.1.1 In addition, the Borrower agrees to pay equal monthly payments of One Hundred Four and
38 17/100ths Dollars (U.S. \$ 104.17) to the Lender as Private Mortgage Insurance ("PMI"), for a total monthly payment of Eight
39 Hundred Thirty Seven and 93/100ths Dollars (U.S. \$ 837.93), until the principal remaining on the loan is reduced below Eighty
40 Five Thousand Eight Hundred and 00/100ths Dollars (U.S. \$ 85,800.00), at which point the requirement to pay PMI is
41 eliminated.

42 2.2. the payment of all other sums, with interest thereon at twelve % per annum, disbursed by Lender in
43 accordance with this Deed of Trust to protect the security of this Deed of Trust; and

44 2.3. the performance of the covenants and agreements of Borrower herein contained.

45 3. **Title.** Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to
46 the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded
47 declarations, restrictions, reservations and covenants, if any, as of this date; and subject to N/A.

48 4. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the
49 indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other
50 covenants contained in the Note.

51 5. **Application of Payments.** All payments received by Lender under the terms hereof shall be applied by Lender first in
52 payment of amounts due pursuant to § 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender
53 pursuant to § 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

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54 **6. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under
55 any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and
56 impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or
57 ground rents, if any, in the manner set out in § 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such
58 manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be
59 required to make payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest
60 such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of
61 the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and
62 other payments as ordered by the court to the registry of the court in which such proceedings are filed.

63 **7. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured
64 against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a) the
65 insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior
66 encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

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

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

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

83 Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§
84 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such
85 installments. Notwithstanding anything herein to the contrary, if under § 18 (Acceleration; Foreclosure; Other Remedies) the
86 Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the
87 proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the
88 sums secured by this Deed of Trust immediately prior to such sale or acquisition.

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

92 **8. Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit
93 waste or permit impairment or deterioration of the Property. Borrower shall perform all of Borrower's obligations under any
94 declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

95 **9. Protection of Lender's Security.** Except when Borrower has exercised Borrower's rights under § 6 above, if
96 Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or
97 if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's
98 option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is
99 necessary to protect Lender's interest, including, but not limited to:

- 100 9.1. any general or special taxes or ditch or water assessments levied or accruing against the Property;
101 9.2. the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
102 9.3. sums due on any prior lien or encumbrance on the Property;
103 9.4. if the Property is a leasehold or is subject to a lease, all sums due under such lease;
104 9.5. the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's
105 interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the
106 Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of
107 an attorney in the employment of Lender or holder of the certificate of purchase;
108 9.6. all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and

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109 9.7. such other costs and expenses which may be authorized by a court of competent jurisdiction.
110 Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or
111 by law or otherwise to cure any default under said prior encumbrance.
112 Any amounts disbursed by Lender pursuant to this § 9, with interest thereon, shall become additional indebtedness of
113 Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting
114 payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in § 2.2 (Note: Other
115 Obligations Secured). Nothing contained in this § 9 shall require Lender to incur any expense or take any action hereunder.
116 10. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided
117 that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's
118 interest in the Property.
119 11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any
120 condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned
121 and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to
122 such proceeds are subject to the rights of any holder of a prior deed of trust.
123 In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with
124 the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any
125 part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the
126 amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the
127 Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property
128 less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the
129 award, all at the value immediately prior to the date of taking.
130 If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an
131 award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given,
132 Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to
133 the sums secured by this Deed of Trust.
134 Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§
135 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such
136 installments.
137 12. **Borrower not Released.** Extension of the time for payment or modification of amortization of the sums secured by
138 this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the
139 liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender
140 shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise
141 modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor
142 Borrower's successors in interest.
143 13. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or
144 otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.
145 14. **Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to
146 all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised
147 concurrently, independently or successively.
148 15. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein
149 contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower,
150 subject to the provisions of § 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be
151 joint and several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be
152 used to interpret or define the provisions hereof.
153 16. **Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for
154 in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such
155 notice by first class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower
156 may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and
157 be effective upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein or
158 to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed
159 of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.
160 17. **Governing Law; Severability.** The Note and this Deed of Trust shall be governed by the law of Colorado. In the
161 event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other
162 provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the
163 provisions of the Deed of Trust and Note are declared to be severable.

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164 **18. Acceleration; Foreclosure; Other Remedies.** Except as provided in § 24 (Transfer of the Property; Assumption),
 165 upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien
 166 upon the Property, (unless Borrower has exercised Borrower's rights under § 6 above), at Lender's option, all of the sums
 167 secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke
 168 the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses
 169 incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

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

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

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

187 **20. Assignment of Rents; Appointment of Receiver; Lender In Possession.** As additional security hereunder, Borrower
 188 hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under § 18 (Acceleration;
 189 Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become
 190 due and payable.

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

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

203 **21. Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of
 204 Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's
 205 fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with § 16 (Notice) from
 206 Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost
 207 thereof to effect the release of this Deed of Trust.

208 **22. Waiver of Exemptions.** Borrower hereby waives all right of homestead and any other exemption in the Property
 209 under state or federal law presently existing or hereafter enacted.

210 **23. Escrow Funds for Taxes and Insurance.** This § 23 is not applicable.

211 **24. Transfer of the Property; Assumption.** The following events shall be referred to herein as a "Transfer": (i) a transfer
 212 or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein); (ii) the
 213 execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any
 214 part thereof or interest therein); (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in
 215 excess of 3 years; (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive,
 216 more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Borrower
 217 and (v) the reorganization, liquidation or dissolution of Borrower. Not to be included as a Transfer are (x) the creation of a lien
 218 or encumbrance subordinate to this Deed of Trust; (y) the creation of a purchase money security interest for household

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219 appliances; or (z) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of
220 Lender, in the event of each and every Transfer:

221 24.1. All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

222 24.2. If a Transfer occurs and should Lender not exercise Lender's option pursuant to this § 24 to Accelerate,
223 Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums
224 secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This
225 covenant shall run with the Property and remain in full force and effect until said sums are paid in full. Lender may without
226 notice to Borrower deal with Transferee in the same manner as with Borrower with reference to said sums including the
227 payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or
228 discharging Borrower's liability hereunder for the obligations hereby secured.

229 24.3. Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to § 24.2 above, the
230 mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual
231 or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender
232 be estopped therefrom by virtue thereof. The issuance on behalf of Lender of a routine statement showing the status of the loan,
233 whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said
234 rights.

235 25. Borrower's Copy. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

236 EXECUTED BY BORROWER.

237 IF BORROWER IS NATURAL PERSON(s):

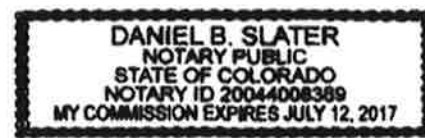
238
239
240
241 David Barnett
242
243 David Barnett

241 By Tina Barnett
242
243 Tina Barnett

244 Borrower's address: 2906 North Street, Cañon City, Colorado 81212

245
246
247
248 STATE OF COLORADO)
249 Fremont) ss.
250 City and COUNTY OF Denver)

251 The foregoing instrument was acknowledged before me this 19 day of August, 2016, by David Barnett and
252 Tina Barnett.



253
254
255 Witness my hand and official seal. 7/12/2017
256 My commission expires.
257 [Signature]
258 Notary Public
259

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RECORDATION REQUESTED BY:

PB&T Bank
Loan Operations
P.O. Box 639
Pueblo, CO 81002

WHEN RECORDED MAIL TO:

PB&T Bank
Loan Operations
P.O. Box 639
Pueblo, CO 81002

SEND TAX NOTICES TO:

PB&T Bank
Canon City Branch
1401 Main Street
Canon City, CO 81212

DISBURSER'S NOTICE

The information contained on this Disburser's Notice is filed under Colo. Rev. Stat. Section 38-22-126(2).

THIS DISBURSER'S NOTICE IS DATED OCTOBER 29, 2024.

BORROWER: The "Borrower" is Ryan L. Graham, whose address is 402 W New York Ave, Canon City, CO 81212.

LENDER: The "Lender" is PB&T Bank, whose address is Canon City Branch, 1401 Main Street, Canon City, CO 81212, whose telephone number is (719) 269-9100.

OWNER (IF DIFFERENT FROM BORROWER): Ryan L. Graham
402 W New York Ave, Canon City, CO 81212
Rhonda Graham
402 W New York Ave, Canon City, CO 81212

PRINCIPAL (GENERAL) CONTRACTOR(S):

Principal Contractor: #1: Ryan L. Graham

Address: 402 W New York Ave

Canon City, CO 81212

Telephone Number: (719) 371-6031

LEGAL DESCRIPTION OF PROPERTY:

Lot A, May's Subdivision according to the recorded plat, County of Fremont, State of Colorado.

PROPERTY ADDRESS:

Real Property located at 2904 North St, Canon City, CO 81212

LENDER:

PB&T BANK



X _____
Authorized Officer

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

PB&T Bank
1401 Main Street
Canon City, CO 81212

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME

OR

1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S/INITIAL(S))	SUFFIX
Graham	Ryan	L	

1c MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
Canon City	CO	81212	USA

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME

OR

2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S/INITIAL(S))	SUFFIX
Graham	Rhonda	Key	

2c MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
Canon City	CO	81212	USA

3. **SECURED PARTY'S NAME (or NAME OF ASSIGNEE OF ASSIGNOR SECURED PARTY):** Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME

PB&T Bank

OR

3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S/INITIAL(S))	SUFFIX

3c MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
Canon City	CO	81212	USA

4. **COLLATERAL:** This financing statement covers the following collateral:

Purchase Money Security Interest in all Inventory, Chattel Paper, Equipment, General Intangibles, Consumer Goods and All Fixtures, to include building and other materials, supplies and other tangible personal property of every nature used, intended for use, or usable in the construction, development or operation of the property, whether located on the property or elsewhere; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured Home Transaction A Debtor is a Transacting Utility Agricultural Lien Non-UCC Filing

6b. Check only if applicable and check only one box: Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

7. ALTERNATIVE DESIGNATION (if applicable):

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here

9a ORGANIZATION'S NAME	
OR	
9b INDIVIDUAL'S SURNAME	
Graham	
FIRST PERSONAL NAME	
Ryan	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
L	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a ORGANIZATION'S NAME				
OR				
10b INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a ORGANIZATION'S NAME				
OR				
11b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-abstracted collateral <input checked="" type="checkbox"/> is filed as a future filing
15. Name and address of a RECORD OWNER of real estate described in item 1b (if Debtor does not have a record interest):	16. Description of real estate: Lot A, May's Subdivision according to the recorded plat, County of Fremont, State of Colorado. aka 2904 North Street., Canon City, CO 81212.

17. MISCELLANEOUS:

PLAT OF PARK CENTER SUB-DIVISION, 3RD FILING.

The NE 1/4 of Sec. 22, T. 15 S., R. 70 W., 6TH AM.

PREMONT CO., COLO.

All streets and avenues are 60 ft. wide abutments.
All lots are 630 ft. deep, corner lots are 300 ft. wide.
Interior lots are 330 ft. wide. The dimensions of
all lots are proportional to the total distance
between block corners.

Scale 1 in. = 400 ft.



STATE OF COLORADO
COUNTY OF PREMONT
I, JAMES J. COOPER, Clerk of the Board of Commissioners, do hereby certify that the above is a true and correct copy of the original plat of the Park Center Sub-Division, 3rd Filing, as the same appears on file in my office.
Witness my hand and the seal of said County at Premont, Colorado, this 21st day of August, 1917.

The above names are designated to hereby certify that the proportions of the north-south quarter of section 22, in township 15 south of range 70 west of the 6th principal meridian, and that we have caused the same to be divided and platted as blocks 21, 22, 23 and 24 in the center sub-division 2d filing, in the block designated Park Center Sub-Division, as shown in the accompanying map and plat, and we hereby certify that the same are in accordance with the provisions of the statute in that behalf made, and do hereby certify that the same were made and ready for filing on the 21st day of August, 1917.



State of Colorado
County of Premont
James J. Cooper, Clerk of the Board of Commissioners
1917.

Lot Name: EXIST A
 Lot Area (Square Feet): 21823.09
 Lot Area (Acres): 0.50
 Closing Direction: N79°27'05"W
 Closing Distance: 0.0043

Course Data:(Mapcheck Through Radius Points Method)

Point	Northing	Easting	Direction	Distance
Begin	247.0508	-299.3219	N90°00'00"E	150.00
	247.0508	-149.3219	S00°49'22"W	145.50
	101.5658	-151.4112	S89°59'59"W	150.00
	101.5651	-301.4112	N00°49'28"E	145.50
End	247.0500	-299.3177		
Error of Closure	1 : 137291			
Departure in Y (Northing):	0.0008			
Departure in X (Easting):	-0.0042			

Lot Name: EXIST B
 Lot Area (Square Feet): 67631.67
 Lot Area (Acres): 1.55
 Closing Direction: N89°52'17"W
 Closing Distance: 0.0039

Course Data:(Mapcheck Through Radius Points Method)

Point	Northing	Easting	Direction	Distance
Begin	247.0508	-149.3219	S00°49'22"W	145.50
	101.5658	-151.4112	S89°59'59"W	150.00
	101.5651	-301.4112	S00°49'22"W	152.57
	-50.9892	-303.6021	S89°56'48"E	300.00
	-51.2684	-3.6022	N00°49'22"E	298.35
	247.0508	0.6820	N90°00'00"W	150.00
End	247.0508	-149.3180		
Error of Closure	1 : 307503			
Departure in Y (Northing):	0.0000			
Departure in X (Easting):	-0.0039			

Lot Name: 1
 Lot Area (Square Feet): 44717.05
 Lot Area (Acres): 1.03
 Closing Direction: N79°59'43"W
 Closing Distance: 0.0024

Course Data:(Mapcheck Through Radius Points Method)

Point	Northing	Easting	Direction	Distance
Begin	247.0508	-299.3219	N90°00'00"E	150.00
	247.0508	-149.3219	S00°49'22"W	298.21
	-51.1285	-153.6041	N89°56'48"W	150.00
	-50.9888	-303.6040	N00°49'25"E	298.07
End	247.0504	-299.3195		
Error of Closure	1 : 369397			
Departure in Y (Northing):	0.0004			
Departure in X (Easting):	-0.0024			

Lot Name: 2
 Lot Area (Square Feet): 44737.41
 Lot Area (Acres): 1.03
 Closing Direction: N79°32'14"E
 Closing Distance: 0.0020

Course Data:(Mapcheck Through Radius Points Method)

Point	Northing	Easting	Direction	Distance
Begin	247.0508	-149.3219	N90°00'00"E	150.00
	247.0508	0.6781	S00°49'22"W	298.35
	-51.2684	-3.6061	N89°56'48"W	150.00
	-51.1288	-153.6060	N00°49'22"E	298.21
End	247.0504	-149.3238		
Error of Closure	1 : 453206			
Departure in Y (Northing):	0.0004			
Departure in X (Easting):	0.0019			

9589 0710 5270 2154 1922 01

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Canon City, CO 81212

Certified Mail Fee \$14.85

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<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 at \$19.63

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

U.S. Postal Service™
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Pueblo, CO 81007

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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 at \$19.63

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

City, State, ZIP+4

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

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Canon City, CO 81215

Certified Mail Fee \$14.85

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<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 at \$19.63

Sent To **PARK CENTER WATER DIST**
 PO BOX 1406
 CANON CITY, CO 81215-1406

City, State, ZIP+4

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

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Canon City, CO 81212

Certified Mail Fee \$14.85

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<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 at \$19.63

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

City, State, ZIP+4

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

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For delivery information, visit our website at www.usps.com.

Canon City, CO 81212

Certified Mail Fee \$14.85

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<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 at \$19.63

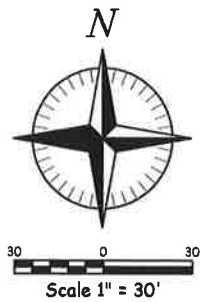
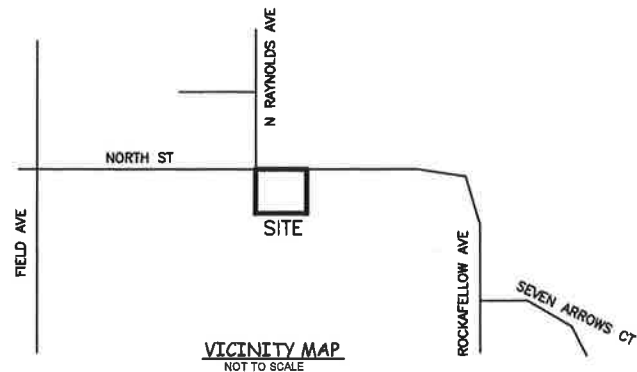
Sent To **Black Hills Energy**
 3110 Utility Ln
 Canon City, CO 81212

City, State, ZIP+4

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

GRAHAM / HART LOT LINE ADJUSTMENT

A LOT LINE ADJUSTMENT OF LOTS A & B, MAY'S SUBDIVISION
 LOCATED WITHIN SECTION 22, TOWNSHIP 18 SOUTH, RANGE 70 WEST OF THE 6TH P.M.,
 FREMONT COUNTY, COLORADO



LEGEND

- ⊕ = ALIQUOT SECTION MONUMENT
- = FOUND 1" CAP L.S. NO. 12052
- = SET 1/2" X 18" REBAR W/ CAP L.S. NO. 37907

KNOW ALL MEN BY THESE PRESENTS that

RYAN L. GRAHAM RHONDA GRAHAM and LONNIE HART are the owner of the following described land:

TO WIT

LOT A, MAY'S SUBDIVISION (GRAHAM)

LOT B, MAY'S SUBDIVISION (HART)

FREMONT, STATE OF COLORADO.

CONTAINING 2.06 ACRES MORE OR LESS

DEDICATION

That RYAN L. GRAHAM RHONDA GRAHAM and LONNIE HART being the owner of the above described lands being platted and/or subdivided in Fremont County, Colorado, under the name of GRAHAM / HART 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, RYAN L. GRAHAM RHONDA GRAHAM and LONNIE HART has subscribed his name this _____ day of _____ A.D. 20____

By _____
RYAN L. GRAHAM

By _____
RHONDA GRAHAM

By _____
LONNIE HART

NOTARY STATEMENT

The foregoing instrument was acknowledged before me this _____ day of _____ A.D. 20____, by RYAN L. GRAHAM RHONDA GRAHAM and LONNIE HART.

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

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.I.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

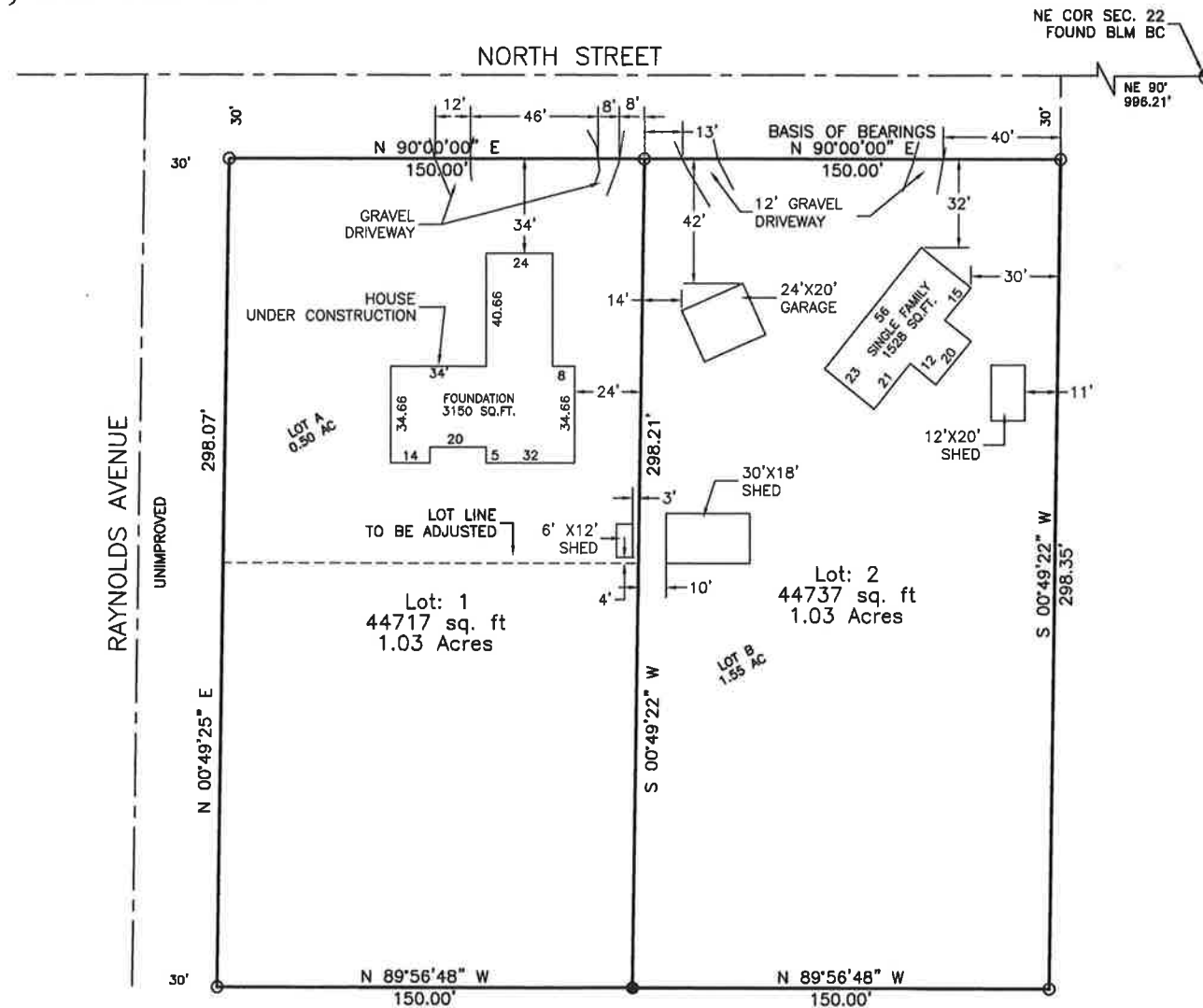
Easements for public purposes, including utilities, are as indicated on the plat, with the sole responsibility for maintenance being vested with the adjacent property owners except as otherwise noted, all interior lot lines are subject to a five (5) foot utility easement on both sides of lot lines. Exterior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



NOTES:

- 1.) BEARINGS SHOWN ARE BASED UPON THE NORTH LINE OF LOT B, MAY'S SUBDIVISION, BEING N 90° E, PER RECORDED PLAT, BETWEEN THE FOUND 1" CAP L.S. 12052 AS SHOWN HEREON.
- 2.) RECORDED AND APPARENT RIGHTS-OF-WAY ARE SHOWN AS PER TITLE COMMITMENTS NO.3512COR, BY CORE TITLE GROUP LLC.
- 3.) ALL DIMENSIONS SHOWN IN U.S. SURVEY FEET

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.

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