

Original Note and Deed of Trust Returned to:
WHEN RECORDED RETURN TO:
Prepared/Received by:

Mike Langston
PO Box 279 / 902 S Union St
Florence, CO 81226

REQUEST FOR FULL ☒ / PARTIAL ☐

RELEASE OF DEED OF TRUST AND RELEASE BY HOLDER OF THE EVIDENCE OF DEBT WITH PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

4/22/2021 Date
Mike Langston Original Grantor (Borrower)
PO Box 279 / 902 S Union St Current Address of Original Grantor,
Florence, CO 81226 Assuming Party, or Current Owner
☐ Check here if current address is unknown
Lamoreaux Family Trust, Dated June 24, 2008 Original Beneficiary (Lender)
PO Box 97, Rockvale, CO 81244
4/27/2016 Date of Deed of Trust
4/28/2016 Date of Recording and/or Re-Recording of Deed
938528 of Trust
Recording Information

County Rept. No. and/or Film No. and/or Book/Page No. and/or Torts Reg. No.

TO THE PUBLIC TRUSTEE OF Fremont COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that portion of the real property described as: **(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE)**

Lamoreaux Family Trust, Dated June 24, 2008, PO Box 97, Rockvale, CO 81244, Barbara Ann Lamoreaux, Trustee
Name and Address of Current Holder of the Evidence of Debt Secured by Deed of Trust (Lender)

Name, Title and Address of Officer, Agent, or Attorney of Current Holder

Barbara Ann Lamoreaux Trustee

Signature

Signature

State of Colorado, County of Fremont
The foregoing Request for Release was acknowledged before me
on April 22, 2021 (date) by*
Barbara Ann Lamoreaux, Trustee

SHARON KAYE TURNER
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20174016484
MY COMMISSION EXPIRES APR 17, 2025

4/17/2025 Date Commission Expires
*If applicable, title of officer and name of current holder

Notary Public

Witness my hand and official seal

RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the current holder of the evidence of debt;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances thereto belonging.

(Public Trustee use only
do appropriate filing)



Public Trustee

Date

Public Trustee

(*If applicable: Notary Seal)

(If applicable, Name and Address of Person Creating New Legal Instrument Pursuant to § 38-35-106.5, Colorado Revised Statutes.)

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (TD72-8-10) (Mandatory 1-11)

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

DEED OF TRUST
(Due on Transfer - Strict)

THIS DEED OF TRUST is made this April 27, 2016, between Mike Langston (Borrower), whose address is PO Box 279, Florence, CO 81226, and the Public Trustee of the County in which the Property (see § 1) is situated (Trustee); for the benefit of Lamoureux Family Trust, Dated June 24, 2008 (Lender), whose address is PO Box 324, Florence, CO 81226

Borrower and Lender covenant and agree as follows:

1. **Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following described property located in the County of Fremont, State of Colorado:

See Exhibit A attached hereto and made a part hereof.

known as No. Vacant Land, Florence, CO 81226 (Property Address),

Street Address City State Zip
together with all its appurtenances (Property).

2. **Note; Other Obligations Secured.** This Deed of Trust is given to secure to Lender:

2.1. the repayment of the indebtedness evidenced by Borrower's note (Note) dated April 27, 2016, in the principal sum of One Hundred Forty Thousand Dollars And No Cents Dollars (U.S. \$140,000.00), with interest on the unpaid principal balance from April 27, 2016, until paid, at the rate of 5 percent per annum, with principal and interest payable at PO Box 324, Florence, CO 81226 or such other place as Lender may designate, in 60 payments of Two Thousand Six Hundred Forty-One Dollars And 97/100 Dollars (U.S. \$2641.97) due on the 27th day of each month beginning May 27, 2016; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on April 27, 2021; and Borrower is to pay to Lender a late charge of 10% of any payment not received by Lender within 15 days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty except n/a.

2.2. the payment of all other sums, with interest thereon at 10% per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

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

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

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

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

6. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or 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 manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

7. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a) the 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 encumbrances on the Property. All of the foregoing shall be known as "Property Insurance".

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

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

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

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

8. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

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

- 9.1 any general or special taxes or ditch or water assessments levied or accruing against the Property;
- 9.2 the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
- 9.3 sums due on any prior lien or encumbrance on the Property;
- 9.4 if the Property is a leasehold or is subject to a lease, all sums due under such lease;
- 9.5 the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and

securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of Lender or holder of the certificate of purchaser;

9.6 all other costs and expenses allowable by the evidence of debt or this Deed of Trust, and

9.7 such other costs and expenses which may be authorized by a court of competent jurisdiction.

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

Any amounts disbursed by Lender pursuant to this § 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in § 2.2 (Note; Other Obligations Secured). Nothing contained in this § 9 shall require Lender to incur any expense or take any action hereunder.

10. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

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

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

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

12. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

13. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

14. Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of § 24 (Transfer of Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

16. Notice. Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first-class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such

notice by first-class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

17. Governing Law; Severability. The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

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

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

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

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

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

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

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

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

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

23. Escrow Funds for Taxes and Insurance. This § 23 is not applicable if Funds, as defined below, are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to n/a of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus n/a of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

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

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

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

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

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

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

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

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

EXECUTED BY BORROWER.

IF BORROWER IS NATURAL PERSON(s):

ML

Mike Langston

doing business as _____

IF BORROWER IS CORPORATION:

ATTEST:

Name of Corporation

Secretary

By _____

President

(SEAL)

IF BORROWER IS PARTNERSHIP:

Name of Partnership

By _____

A General Partner

IF BORROWER IS LIMITED LIABILITY COMPANY:

Name of Limited Liability Company

By _____

Its Authorized Representative

Title of Authorized Representative

STATE OF COLORADO)

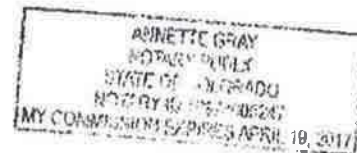
County of Fremont) ss.

The foregoing instrument was acknowledged before me this April 27, 2016,

by *Mike Langston.

Witness my hand and official seal.

My commission expires: 4-19-17



Annette Gray
Notary Public

*If a natural person or persons, insert the name(s) of such person(s). If a corporation, insert, for example, "John Doe as President and Jane Doe as Secretary of Doe & Co., a Colorado corporation." If a partnership, insert for example, "Sam Smith as general partner in and for Smith & Smith, a general partnership." A Statement of Authority may be required if borrower is a limited liability company or other entity (38-30-172, C.R.S.)

Exhibit A

Township 19 South, Range 69 West of the 6th P.M.

Section 17: The North Half of the Southwest Quarter (N½SW¼), the Northwest Quarter of the Southeast Quarter (NW¼ E¼), EXCEPTING, however from said above described lands, the following parcels thereof which have been heretofore conveyed as appears of record in the office of the County Clerk and Recorder of Fremont County, Colorado, in Books and Pages as follows:

Book 16, page 381 to R. R. Co.

Book 20, page 248 to D. & R.G.R.R. Co.

Book 45, Page 71 to Thos. Walters

Book 73, page 504 to John LaPlant

Book 99, page 121 to Mary LaPlant

Book 99, page 548 to Nettie Humphrey

Book 99, page 567 to A. J. Reeves

Book 99, page 568 to Henry Lewis

Book 110, page 277 to Ed LaPlant

Book 125, page 521 to John and Mary Harms

Book 142, Page 146 to John Kohlman

Book 165, Page 149 to Thomas Walters

Book 205, Page 244 to Dave, Edwin & Walter Hunden

Book 706, page 712 to Dale R. Roberts and Norma Jean Roberts

Book 944, Page 295 to Lawrence W. Owens and Mary L. Owens

ALSO EXCEPT 60 foot road right of granted to the County of Fremont as reserved in Book 171, page 353 and Book 171, page 284.

ALSO EXCEPT the right of way for the Minnequa Canal

ALSO EXCEPT Edwin Lobach's Third Addition

County of Fremont

State of Colorado

RECEPTION# 853015,

07/01/2008 at 09:50:58 AM, 1 OF 2, R \$11.00

NORMA HATFIELD, CLERK AND RECORDER
FREMONT COUNTY, CO

STATE OF COLORADO)

) ss.

TRUST AFFIDAVIT

County of Fremont)

William Drew Lamoreux and Barbara Ann Lamoreux, Being first duly sworn depose and say that they are the trustees of the Lamoreux Family Trust under date of June 24, 2008 and pursuant to Colorado Statute, as amended and states that the names of all the Trustees who are represented by such named trust are as follows:

William Drew Lamoreux and Barbara Ann Lamoreux The initial Trustees

Jon C. Lamoreux The First Alternate Trustee

William Drew Lamoreux, Barbara Ann Lamoreux and Jon C. Lamoreux or any of them, shall be authorized to act on behalf of the trust in any acquisition, conveyance, encumbrance, lease or other dealing with an interest in property in the name of the trust. Upon the death, disability or resignation of William Drew Lamoreux and Barbara Ann Lamoreux, the following persons, individually, shall have the authority in the following sequence of priority, to-wit:

A. Jon C. Lamoreux



William Drew Lamoreux

STATE OF COLORADO

CERTIFICATION OF VITAL RECORD

CERTIFICATE OF DEATH

STATE FILE NUMBER 1052020009033

DECEDENT'S LEGAL NAME

WILLIAM DREW LAMOREUX

DATE OF DEATH

MARCH 19, 2020

SEX MALE	SOCIAL SECURITY NUMBER 524-52-7086	AGE-Last Birthday (Years) 80	UNDER 1 YEAR Months Days	UNDER 1 DAY Hours Minutes	DATE OF BIRTH (Mo/Day/Yr) OCTOBER 24, 1939	BIRTHPLACE (State or Foreign Country) KANSAS
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IF DEATH OCCURRED IN HOSPITAL

IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL

NURSING HOME/LONG TERM CARE FACILITY

Facility Name (If not institution, give street & number)
CANON LODGE CARE CENTER

CITY, TOWN OR LOCATION OF DEATH
CANON CITY

COUNTY OF DEATH
FREMONT

RESIDENCE - STREET AND NUMBER
555 TWIN PINES AVENUE

APT. NO.

ZIP CODE

INSIDE CITY LIMITS

81244

NO

RESIDENCE STATE
COLORADO

COUNTY
FREMONT

CITY OR TOWN
ROCKVALE

DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired)
BANK PRESIDENT

KIND OF BUSINESS/INDUSTRY
BANKING

DECEDENT'S EDUCATION
SOME COLLEGE CREDIT, BUT NO DEGREE

DECEDENT OF HISPANIC ORIGIN
NO

DECEDENT'S RACE
White

EVER IN US ARMED FORCES
YES

MARITAL STATUS AT TIME OF DEATH
MARRIED

SPOUSE/PARTNER NAME (If wife give name prior to first marriage)
BARBARA ANN WEAVER

FATHER'S NAME
HOWARD LAMOREUX

MOTHER'S NAME PRIOR TO FIRST MARRIAGE
LOUISE TWENTER

INFORMANT'S NAME
BARBARA LAMOREUX

INFORMANT'S RELATIONSHIP TO DECEASED
SPOUSE

NAME OF FUNERAL HOME
HOLT FAMILY FUNERAL HOME

CITY AND STATE OF FUNERAL HOME
CANON CITY COLORADO

WAS CORONER NOTIFIED
NO

METHOD OF DISPOSITION
CREMATION

PLACE OF DISPOSITION
SANGRE DE CRISTO

LOCATION - CITY, COUNTY, STATE
CANON CITY FREMONT COLORADO

INJURY AT WORK

IF TRANSPORTATION RELATED, SPECIFY

DATE OF INJURY

TIME OF INJURY

PLACE OF INJURY

LOCATION OF INJURY (Street & Number, Apt. No., City or Town, County, State, Zip Code)

DESCRIBE HOW INJURY OCCURRED

WAS DECEDENT UNDER HOSPICE CARE

ACTUAL OR PRESUMED TIME OF DEATH
APPROX 04:00 AM

DATE PRONOUNCED DEAD (MO/DAY/YR)
MARCH 19, 2020

TIME PRONOUNCED DEAD
04:00 PM

MANNER OF DEATH
NATURAL

WAS AN AUTOPSY PERFORMED
NO

WERE AUTOPSY FINDINGS CONSIDERED IN DETERMINING THE CAUSE OF DEATH?

CAUSE OF DEATH

PART I

IMMEDIATE CAUSE (Final disease or condition resulting in death)

Enter the chain of events, diseases, injuries, or complications that directly caused the death.

a ASYSTOLE

b MASSIVE MYOCARDIAL INFARCTION

c

d

Approximate interval:
Onset to death

IMMEDIATE

15 MINUTES

Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the event's resulting in death)

PART II Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I

TITLE, NAME, ADDRESS, ZIP CODE AND COUNTY OF PHYSICIAN

VINCENT STACK MD 530 W 10TH STREET SALIDA CO 81201

DATE SIGNED

MARCH 20, 2020

TITLE, NAME, ADDRESS, ZIP CODE AND COUNTY OF CORONER

DATE SIGNED

DATE FILED BY REGISTRAR

MARCH 23, 2020

DATE ISSUED MARCH 24, 2020

THIS IS A TRUE CERTIFICATION OF NAME AND FACTS AS RECORDED IN THIS OFFICE. Do not accept unless prepared on security paper with engraved border displaying the Colorado state seal and signature of the Registrar. PENALTY BY LAW, Section 25-2-118, Colorado Revised Statutes, 1982, if a person alters, uses, attempts to use or furnishes to another for deceptive use any vital statistics record. NOT VALID IF PHOTOCOPIED.

A. ALEX QUINTANA
STATE REGISTRAR



REV 01/19

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

PROMISSORY NOTE

U.S. \$ 140,000.00/

Florence, Colorado

Date: April 27, 2016

1. FOR VALUE RECEIVED, the undersigned (Borrower) promise(s) to pay Lamoreux Family Trust, Dated June 24, 2008 or order, (Note Holder) the principal sum of ONE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$140,000.00) Dollars, with interest on the unpaid principal balance from April 27, 2016, until paid, at the rate of 5 percent per annum. Principal and interest shall be payable at PO Box 324 Florence, CO 81226 or such other place as the Note Holder may designate, in 60 payments of Two Thousand Six Hundred Forty-One Dollars And 97/100Dollars (U.S. \$ 2641.97), due on the 27th day of each month, beginning May 27, 2016. Such payments shall continue until the entire indebtedness evidenced by this Note is fully paid, provided, however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on April 27, 2021.
2. Borrower shall pay to the Note Holder a late charge of 10% of any payment not received by the Note Holder within 15 days after the payment is due.
3. Payments received for application to this Note shall be applied first to the payment of late charges, if any, second to the payment of accrued interest at the default rate specified below, if any, and, third to accrued interest first specified above, and the balance applied in reduction of the principal amount hereof.
4. If any payment required by this Note is not paid when due, or if any default under any Deed of Trust securing this Note occurs, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note Holder (Acceleration); and the indebtedness shall bear interest at the rate of 10 percent per annum from the date of default. The Note Holder shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to reasonable attorney's fees.
5. Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time without penalty except n/a. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payments or change the amount of such payments.
6. Borrower and all other makers, sureties, guarantors, and endorsers hereby waive presentment, notice of dishonor and protest, and they hereby agree to any extensions of time of payment and partial payments before, at, or after maturity. This Note shall be the joint and several obligation of Borrower and all other makers, sureties, guarantors and endorsers, and their successors and assigns.
7. Any notice to Borrower provided for in this Note shall be in writing and shall be given and be effective upon (a) delivery to Borrower or (b) by mailing such notice by first-class U.S. mail, addressed to Borrower at the Borrower's address stated below, or to such other address as Borrower may designate by notice to the Note Holder. Any notice to the Note Holder shall be in writing and shall be given and be effective upon (a) delivery to Note Holder or (b) by mailing such notice by first-class U.S. mail, to the Note Holder at the address stated in the first paragraph of this Note, or to such other address as Note Holder may designate by notice to Borrower.
8. The indebtedness evidenced by this Note is secured by a Deed of Trust dated April 27, 2016, and until released said Deed of Trust contains additional rights of the Note Holder. Such rights may cause Acceleration of the indebtedness evidenced by this Note. Reference is made to said Deed of Trust for such additional terms. Said Deed of Trust grants rights in the following legally described property located in the County of Fremont, State of Colorado:

See Exhibit A attached hereto and made a part hereof.

Known as No. Vacant Land, Florence, CO 81226 (Property Address)

(CAUTION: SIGN ORIGINAL NOTE ONLY/RETAIN COPY)

BUYER:


Mike Langston

Borrower's address: PO Box 279, Florence, CO 81226

KEEP THIS NOTE IN A SAFE PLACE. THE ORIGINAL OF THIS NOTE MUST BE EXHIBITED TO THE PUBLIC TRUSTEE IN ORDER TO RELEASE A DEED OF TRUST SECURING THIS NOTE.

*Paid in Full April 22, 2021, Lamoreux Family Trust
Barbara Ann Lamoreux, Trustee*

31. ATTACHMENTS.

31.1. The following attachments are a part of this Contract.

-- NONE --

31.2. The following disclosure forms are attached but are not a part of this Contract:

none

SIGNATURES

Buyer:



Date:

Buyer:

Date:

Mike Langston And / Or Assigns

Address: PO 279

Florence Co. 81226

Phone No: 719-371-2237

Fax No: 784-1158

Email

Address:

mlangston@newtel.com

[NOTE: If this offer is being countered or rejected, do not sign this document Refer to § 32]

Seller:



Date:

4-21-2016

Seller:

Date:

Lamoreux Family Trust

Address: Lamoreux Family Trust

PO 324 Florence Co.

Phone No: 719-429-1971

Fax No:

Email

Address:

32. COUNTER; REJECTION.

This offer is

☐

Countered

☐

Rejected.

Initials only of party (Buyer or Seller) who countered or rejected offer

END OF CONTRACT TO BUY AND SELL REAL ESTATE

The printed portions of this form, except *differentiated* additions, have been approved by the Colorado Real Estate Commission. CBS4-6-15

(Mandatory 1-16)

0854 1611211200232

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker ☒ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ Buyer's Agent ☐ Seller's Agent ☒ **Transaction-Broker** in this transaction.

☐ This is a **Change of Status**

Brokerage Firm's compensation or commission is to be paid by ☒ **Listing Brokerage Firm** ☐ **Buyer**

☐ **Other**

Brokerage Firm's Name:

Broker's Signature:

Broker's Name:

Address:

Phone No: (719) 339-3435

Fax No: (719) 269-9790

Email Address: pocjim1@qwestoffice.net

Properties of Colorado

Date: April 21, 16

Jim Crossey, Office Broker

202 Main Street

Canon City, Colorado 81212-5730

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker ☒ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ Seller's Agent ☐ Buyer's Agent ☐ **Transaction-Broker** in this transaction.

☐ This is a **Change of Status**

Brokerage Firm's compensation or commission is to be paid by ☐ Seller ☐ Buyer

☐ **Other**

Brokerage Firm's Name: trans action broker both sides

Broker's Signature:

Broker's Name:

Address:

Phone No:

Fax No:

Email Address:

Date:

same as above

The printed portions of this form, except *differentiated* additions, have been approved by the Colorado Real Estate Commission. CBS4-6-15
(Mandatory 1-16)

0854 1611211200232

Properties of Colorado

Qes Contracts © 1993 - 2016 Qes, Inc. 1-800-795-7759

Exhibit A

Township 19 South, Range 69 West of the 6th P.M.

Section 17: The North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$), the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ E $\frac{1}{4}$), EXCEPTING, however from said above described lands, the following parcels thereof which have been heretofore conveyed as appears of record in the office of the County Clerk and Recorder of Fremont County, Colorado, in Books and Pages as follows:

Book 16, page 381 to R. R. Co.

Book 20, page 248 to D. & R.G.R.R. Co.

Book 45, Page 71 to Thos. Walters

Book 73, page 504 to John LaPlant

Book 99, page 121 to Mary LaPlant

Book 99, page 548 to Nettie Humphrey

Book 99, page 567 to A. J. Reeves

Book 99, page 568 to Henry Lewis

Book 110, page 277 to Ed LaPlant

Book 125, page 521 to John and Mary Harms

Book 142, Page 146 to John Kohlman

Book 165, Page 149 to Thomas Walters

Book 205, Page 244 to Dave, Edwin & Walter Hunden

Book 706, page 712 to Dale R. Roberts and Norma Jean Roberts

Book 944, Page 295 to Lawrence W. Owens and Mary L. Owens

ALSO EXCEPT 60 foot road right of granted to the County of Fremont as reserved in Book 171, page 353 and Book 171, page 284.

ALSO EXCEPT the right of way for the Minnequa Canal

ALSO EXCEPT Edwin Lobach's Third Addition

County of Fremont

State of Colorado

3.50
3.69

Filed for record FREMONT COUNTY, CO 0529008 07/14/1986 03:57
No. BK 774 PG 292 NORMA HATFIELD, RECORDER

3.57

Warranty Deed

Know all Men by these Presents, That

KATHRYN R. EGGLESTON
of the County of FREMONT and State of COLORADO, for the
consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and
convey to MARK JOHN GOODALL, DANIEL J. GOODALL AND NICHOLAS N. GOODALL

"in Joint Tenancy",
of the County of FREMONT and State of COLORADO
whose mailing address is P.O. BOX 236, Florence, Colorado 81226
the following Real Property situate in the County of FREMONT and State of
Colorado, (Assessor's Schedule Number) to-wit:

SEE ATTACHED EXHIBIT A

STATE DOCUMENTARY FEE
Date JUL 14 1986
Amount \$ 3.30

3.30
Doc
Fee
4.3

with all its appurtenances and warrant(s) the title to the same, subject to conditions, covenants,
easements, restrictions, reservations of record, if any, and general taxes and
assessments for the year 1986 and subsequent years

Signed and delivered this 11 day of June 1986



Kathryn R. Eggleston

STATE OF California } ss. The foregoing instrument was acknowledged before me
County of X TULARE this 11th day of June 1986
by Kathryn R. Eggleston

Witness my hand and official seal.
My commission expires X 3-22-90

Christine Kalchik
NOTARY PUBLIC

STATE OF _____ } ss. The foregoing instrument was acknowledged before me
County of _____ this _____ day of _____ 19____
by _____ ss. _____ President
and _____ ss. _____ Secretary of
a corporation.

Witness my hand and official seal.
My commission expires _____

NOTARY PUBLIC

*If joint tenancy is not desired,
strike the phrase between the asterisks



FREMONT COUNTY, CO 0529008 07/14/1986 03:57
BK 774 PG 293 NORMA HATFIELD, RECORDER

EXHIBIT A

The Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$), the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$), the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 17, Township 18 South, Range 89 West, EXCEPTING, however from said abovedescribed lands the following parcels thereof which have been heretofore conveyed as appears of record in the office of the County Clerk and Recorder of Fremont County, Colorado, in Books and pages as follows:

Book 16, page 381, to R.R. Co. 5.34 acres;
Book 20, page 248, to D.&R.G.R.R. Co., 3.12 acres;
Book 46, page 71, to Thos. Walters, 12.58 acres;
Book 73, page 504, to John LaPlant, 1.16 acres;
Book 98, page 121, to Mary La Plant, 1.04 acres;
Book 98, page 548 to Nettie Humphrey, .25 acres (about);
Book 99, page 587, to A.J. Reeves, .61 acres;
Book 99, page 559, to Henry Lewis, 50 feet by 120 feet;
Book 110, page 277, to Ed LaPlant, .228 acres;
Book 125, page 521, to John and Mary Harms, 1 acre;
Book 142, page 145, to John Kohlman, 2 acres or less.

EXCEPTING also about 41 acres of land conveyed to Dave, Edwin, and Walter Hunden in the Westerly part of the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$), Section 17, by Warranty Deed of date on or about November 13, 1920.

Said exceptions being excluded leaves about 90 acres, more or less.

ALSO EXCEPT 60 foot road right of way granted to the County of Fremont as reserved in Book 171, page 353, and Book 171, page 384.

INCLUDING ONE HALF (1) UNDIVIDED INTEREST IN ALL OIL, GAS, AND MINERALS AND ALL LEASES PERTAINING TO SUCH OIL, GAS AND MINERALS OWNED BY SELLER, IF ANY.

050271 11122 DEED C
FRA CASE # 051: 429 0007

FREMONT COUNTY, CO 05290
BK 774 PG 294 NORMA HATFIELD

THIS INDENTURE, made this 7TH day of July, 1986, between
CATH, HUSBAND AND WIFE, both

OF CANON CITY, CO 81212
County of FREMONT
the Public Trustee of THE CITY OF CANON
State of Colorado, hereinafter referred to as the trustee.

THAT, WHEREAS, the grantor has executed his

hereinafter referred to as the beneficiary, whose address
SIXTY SEVEN THOUSAND EIGHT HUN

with interest at the rate of TEN AND 00000/100
per annum until paid, and payable as follows, namely:
44/100

commencing on the first day of SEPTEMBER,
and interest are fully paid, except that the final pay
first day of AUGUST, 2016
to be made under the terms of this indenture, are here

AND WHEREAS, the grantor is desirous not only
curing and indemnifying the beneficiary for and/or

NOW, THEREFORE, the grantor, in consideration
and conveyed, and does hereby grant, bargain, sell, and
party situate in the CITY OF CANON CITY
and State of Colorado, known and described as follows
SEE ATTACHED

TAX STATEMENTS SHOULD BE SENT
GNAC MORTGAGE CORPORATION, P

THE RIDER TO THE SECURITY JA
DATE HEREWITH IS INCORPORATE
THE RIDER SHALL AMEND AND SI
SECURITY INSTRUMENT.

This deed of trust also serves as a financing sta
window coverings, and free-standing or built-in appli

TO HAVE AND TO HOLD the same, together
Trust Nevertheless, That in case of default in the pay
the payment of any prior encumbrance, principal
breach of any of the terms, conditions, covenants,
the trustee as provided by law, it shall and may be
premises on mass or in separate parcels for the pu
public auction at the front door of the Courthouse,
FREMONT State of Co
such sale, for the highest and best price the same w
and place of such sale, by advertisement, weekly, i
by such other notice as may then be required by l
or certificate of redemption all as then may be pr
first paying and retaining all fees, charges, the costs
vided, pay to the beneficiary hereunder, or the leg
vanced by the beneficiary or legal holder of the and
the rate set forth in the note secured hereby, ren
deuda so made shall be a perpetual bar, both in la
said, or any part thereof by, from, through or un
any part thereof, and it shall not be obligatory up
chase money. If a release deed is required, the gran

Replaces Form FHA-2105M, which May be Used until Si
H.M.P. 10/15/83 (10-04-83)

938541 04/28/2016 04:06 PM
Total Pages: 2 Rec Fee: \$16.00
938527 04/28/2016 02:21 PM
Katie E. Barr - Clerk and Recorder, Fremont County, CO
Total Pages: 2 Rec Fee: \$16.00 Doc Fee: \$14.00
Katie E. Barr - Clerk and Recorder, Fremont County, CO

**rerecorded to correct legal description

SPECIAL WARRANTY DEED

THIS DEED, Made this 27th day of April, 2016 between

Lamoreux Family Trust, Dated June 24, 2008

of the County of Fremont and State of COLORADO, grantor(s), and
Mike Langston

whose legal address is PO Box 279 Florence, CO 81226

of the County of Fremont, State of Colorado, grantee(s):

WITNESS, That the grantor(s), for and in consideration of the sum of One Hundred Forty Thousand Dollars and No/100's (\$140,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Fremont, State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

Any and all water rights currently owned by seller shall transfer to purchaser.

Any and all oil, gas and mineral rights currently owned by seller shall transfer to purchaser.

Doc Fee
\$ 14.00

also known by street and number as Vacant Land, Florence, CO 81226

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

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 executed this deed on the date set forth above.

SELLERS:

Lamoreux Family Trust, Dated June 24, 2008

by William Drew Lamoreux, trustee

Lamoreux Family Trust, Dated June 24, 2008

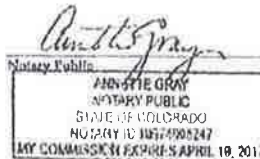
by Barbara Ann Lamoreux, trustee

STATE OF COLORADO
COUNTY OF Fremont

155

The foregoing instrument was acknowledged before me this 27th day of April, 2016 by Lamoreux Family Trust, Dated June 24, 2008 by William Drew Lamoreux, trustee and by Barbara Ann Lamoreux, trustee

Witness my hand and official seal.
My Commission expires: 4-11-17



SPWDECI
Special Warranty Deed - Tenants In Common

File No. P0546705

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

Township 19 South, Range 69 West of the 6th P.M.

Section 17: The North Half of the Southwest Quarter (N½SW¼), the Northwest Quarter of the Southeast Quarter (NW¼SE¼), EXCEPTING, however from said above described lands, the following parcels thereof which have been heretofore conveyed as appears of record in the office of the County Clerk and Recorder of Fremont County, Colorado, in Books and Pages as follows:

Book 16, page 381 to R. R. Co.

Book 20, page 248 to D. & R.G.R.R. Co.

Book 45, Page 71 to Thos. Walters

Book 73, page 504 to John LaPlant

Book 99, page 121 to Mary LaPlant

Book 99, page 548 to Nettie Humphrey

Book 99, page 567 to A. J. Reeves

Book 99, page 568 to Henry Lewis

Book 110, page 277 to Ed LaPlant

Book 125, page 521 to John and Mary Harms

Book 142, Page 146 to John Kohlman

Book 165, Page 149 to Thomas Walters

Book 205, Page 244 to Dave, Edwin & Walter Hunden

Book 706, page 712 to Dale R. Roberts and Norma Jean Roberts

Book 944, Page 295 to Lawrence W. Owens and Mary L. Owens

ALSO EXCEPT 60 foot road right of granted to the County of Fremont as reserved in Book 171, page 353 and Book 171, page 284.

ALSO EXCEPT the right of way for the Minnequa Canal

ALSO EXCEPT Edwin Lobach's Third Addition

County of Fremont

State of Colorado





Planning and Zoning Department

615 Macon Avenue Room 210, Canon City, Colorado 81212

Telephone (719) 276-7360 / Facsimile (719) 276-7374

Email planning@fremontco.com

ISSUANCE OF ADDRESS

5/9/2016

Michael Langston
P.O. Box 279
Florence CO 81226

A request for a New Address has been received on: 5/9/2016.

Your New Address is: **4823 Fremont County Road 79, Florence, Colorado 81226**

Please make note of the address and notify your Post Office in your area of your new address.

While we have already notified the appropriate U.S. Post Office of your new address, it will be necessary for you to bring a copy of this letter to your Post Office to validate the new address.

PREMISES IDENTIFICATION: Approved numbers or addresses shall be provided by the property owner for all existing buildings and new construction in such a position as to be plainly visible and legible from the street or road fronting the property. (Reference: R321.1 SITE ADDRESS: International Residence Code).

All lands within Fremont County are subject to zoning and building regulations.
Please contact the Planning and Zoning department at 719-276-7630 for further information.

If you have any questions, please contact the Department of Planning and Zoning, Code Enforcement

New Address: 4823 Fremont County Road 79, Florence, Colorado 81226

Parcel# 3939173000003

Sched/Acct Number: 99104157 R031327

Legal Description: Subd: M & B OR UNKNOWN SEC 17-19-69 TR-697 DESC AS FOLLS: N2SW4, NW4SE4 EXC THE FOLL PARCELS REC IN THE FOLL BOOK & PAGES B20-P248 TO D&RG RR 3.12AC B45-P71 TO WALTER 12.56AC B73-P504 TO JOHN LAPLANT 1.116AC B99-P121 TO MARY LAPLANT 1.04AC B99-P548 TO NETTIE HUMPHREY .25AC B99-P567 TO A J REEVES .61 AC B99-P568 TO HENRY LEWIS 50X 120 FT B110-P277 TO ED LAPLANT .228AC B125-P521 TO JOHN & MARY HA RMS 1 AC B142-P146 TO JOHN KOHLMAN 2AC M/L EXC ALSO ABOUT 41 AC OF LD CONVEYED TO HUNDEN IN THE WLY PT OF THE N2SW4 SEC 17 ON NOV 13, 1920 SD EXC BEING EXCLUDED RECORDED B54 6-P174 INCULDING ALL OIL, GAS & MINERALS & LEASES PERTAINING TO SUCH OIL, GAS & MINERALS OWNED BY SELLER IF ANY. REF FROM 987-04-571 LESS TR B944-P295 TO OWENS 1.12 AC LESS 4.46 TO 999-29-053 LESS 4.48 TO MINNEQUA CANAL

Zone District: **AL- Agricultural Living zone district.**

County Access Permit # A16-031

Fee: : \$0.00

State Access Permit #

Fee: : N/A

Issuance of Address

Fee: : \$75.00

Payable to Fremont County:

\$: \$0.00

Paid: Cash or Check# 211443

Receipt # 612927.