

ROADWAY (RIGHT-OF-WAY) VACATION

Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pg. 2) included in this packet for more information on each submittal item.

All applications shall be submitted electronically to epermitcenter@adcogov.org. If the submittal is too large to email as an attachment, the application may be sent as an unlocked OneDrive link. Alternatively, the application may be delivered on a flash drive to the One-Stop Customer Service Center. All documents should be combined in a single PDF. Once a complete application has been received, fees will be invoiced and payable online at <https://permits.adcogov.org/CitizenAccess/>.

- 1. Development Application Form (pg. 5)
- 2. Application Fees (see table) - *waived for Public WORKS*
- 3. Written Explanation of the Project
- 4. Copy of Vacation Plat Prepared by Registered Land Surveyor (see guidelines pg. 3)
- 5. Proof of Ownership - *title commitment*
- 6. Proof of Water and Sewer Services - *septic pump receipt, water well*
- 7. Legal Description - *on plat*
- 8. Certificate of Taxes Paid
- 9. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 7) - *signed (not recorded yet)*
- 10. Certificate of Surface Development (pg. 8) - *signed (not recorded yet)*

Application Fees	Amount	Due
ROW Vacation	\$600	After complete application received



Application Type:

<input type="checkbox"/> Conceptual Review	<input type="checkbox"/> Preliminary PUD	<input type="checkbox"/> Temporary Use
<input type="checkbox"/> Subdivision, Preliminary	<input type="checkbox"/> Final PUD	<input type="checkbox"/> Variance
<input type="checkbox"/> Subdivision, Final	<input type="checkbox"/> Rezone	<input type="checkbox"/> Conditional Use
<input type="checkbox"/> Plat Correction/ Vacation	<input type="checkbox"/> Special Use	<input checked="" type="checkbox"/> Other: <u>ROW Vacation</u>

PROJECT NAME:

APPLICANT { Public Works
Ian Cortez 720-523-6835
ADAMS COUNTY icortez@adcogov.org }

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

OWNER

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)

Name: Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

DESCRIPTION OF SITE

Address: East 136^m Avenue - West of Barr Lake, south of 18121 E
136^m Ave

City, State, Zip: Adams County, Colorado

Area (acres or square feet): 0.886 Acres / 38,574 sq. ft.

Tax Assessor Parcel Number: Right-of-way of 136^m Avenue to be vacated and add into
APN# 0156921402001

Existing Zoning: ROW

Existing Land Use: Road (un-maintained) 136^m Avenue

Proposed Land Use: Road vacated and add to A-2 residential single family

Have you attended a Conceptual Review? YES NO

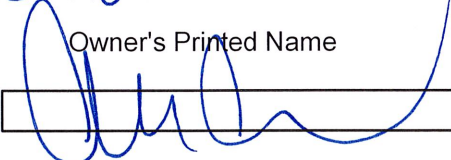
If Yes, please list PRE#:

I hereby certify that I am making this application as owner of the above described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

Name: Andrea Irwin

Date: 10/05/2023

Owner's Printed Name

Name: 

Owner's Signature

Written Explanation

Adams County Public Works Department is requesting to vacate a portion of East 136th Avenue near Barr Lake State Park for disuse and to discontinue County maintenance responsibilities.

East 136th Avenue (originally called Box Elder Avenue), in this location, was dedicated to the County by the BARR CITY – 2nd Filing plat (Recorded in 1926). The subdivider only dedicated the north thirty (30) of with the plat.

The portion of East 136th Avenue to be vacated is not built to County standards and terminates in Barr Lake. The current road is not being maintained by the County and has caused issues in the past, with the traveling public having no exit opportunities or the placing of waste materials within the right of way. The owner to the north and south of the road ended up putting a fence in the road to prevent the public from traveling on it.

The vacation of this right of way will not leave any land adjoining the right of way without an established public road connecting said land with another established public road.

PURPOSE STATEMENT

The purpose of this roadway vacation is to vacate the right-of-way of E. 136th Avenue for disuse.

LEGAL DESCRIPTION

A parcel of land being a portion of Box Elder Avenue, now known as East 136th Avenue, as shown on the plat of Barr City 2nd Filing per the plat thereof recorded August 15, 1926 in Book 3, Page 6 in the Arapahoe (now Adams) County Clerk and Recorder's Office, being in the Southeast Quarter of Section 21, Township 1 South, Range 66 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

Basis of Bearings being the south line of said Southeast Quarter of Section 21 which bears N89°33'42"E a distance of 2000.53 feet between a found illegible 2" aluminum cap in a monument box being the South Quarter corner of said Section 21 and a found 1-1/4" red plastic cap stamped "TRISTATE PLS 28660" at the northeast corner of Lot 8, Barr Lake Meadows per the plat thereof recorded September 28, 1983 at Reception No. 1983020463446 in the Adams County Clerk and Recorder's Office.

COMMENCING at the southwest corner of a parcel of land described in Special Warranty Deed recorded March 7, 2019 at Reception No. 2019000016551 being a found #4 rebar; THENCE N89°33'42"E along a line being 30.00 feet northerly of and parallel with said south line of the Southeast Quarter of Section 21, along the south line of said Special Warranty Deed a distance of 12.00 feet to the POINT OF BEGINNING;

EAST 136TH AVENUE VACATION PLAT

A VACATION OF EAST 136TH AVENUE
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 21,
TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN
COUNTY OF ADAMS, STATE OF COLORADO

CONT.

THENCE continuing N89°33'42"E along said south line of Special Warranty Deed being 30.00 feet northerly of and parallel with said south line of the Southeast Quarter of Section 21 a distance of 1285.82 feet to a point on the east line of said Southeast Quarter of Section 21;
THENCE S00°22'54"E along said east line a distance of 30.00 feet to the Southeast Corner of said Section 21;
THENCE S89°33'42"W along said south line of the Southeast Quarter of Section 21 a distance of 1285.79 feet to a point on the north line of a parcel of land described in Quit Claim Deed recorded May 13, 1996 in Book 4747 at Page 652;
THENCE N00°26'18"W a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 38,574 square feet (0.886 Acres), more or less.

NOTES

1. BASIS OF BEARINGS

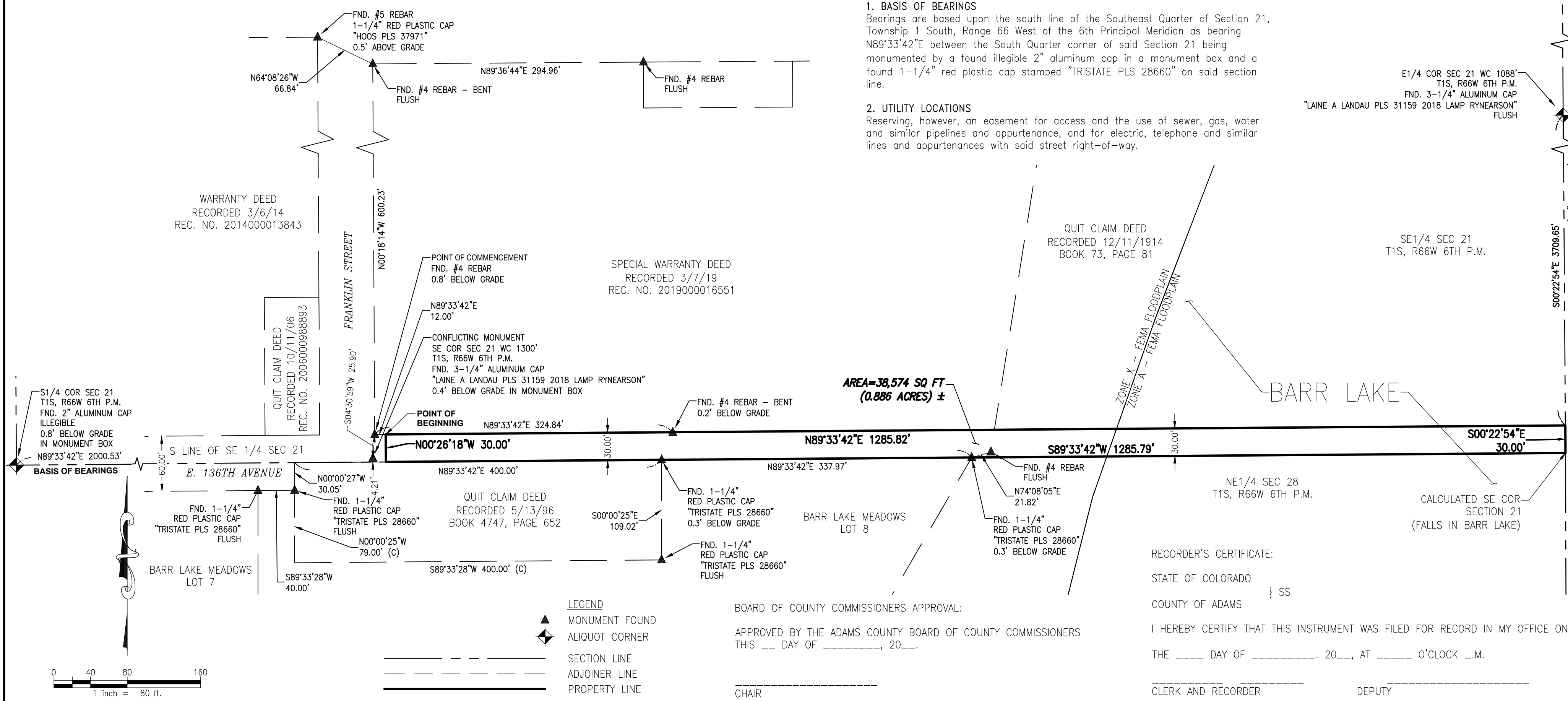
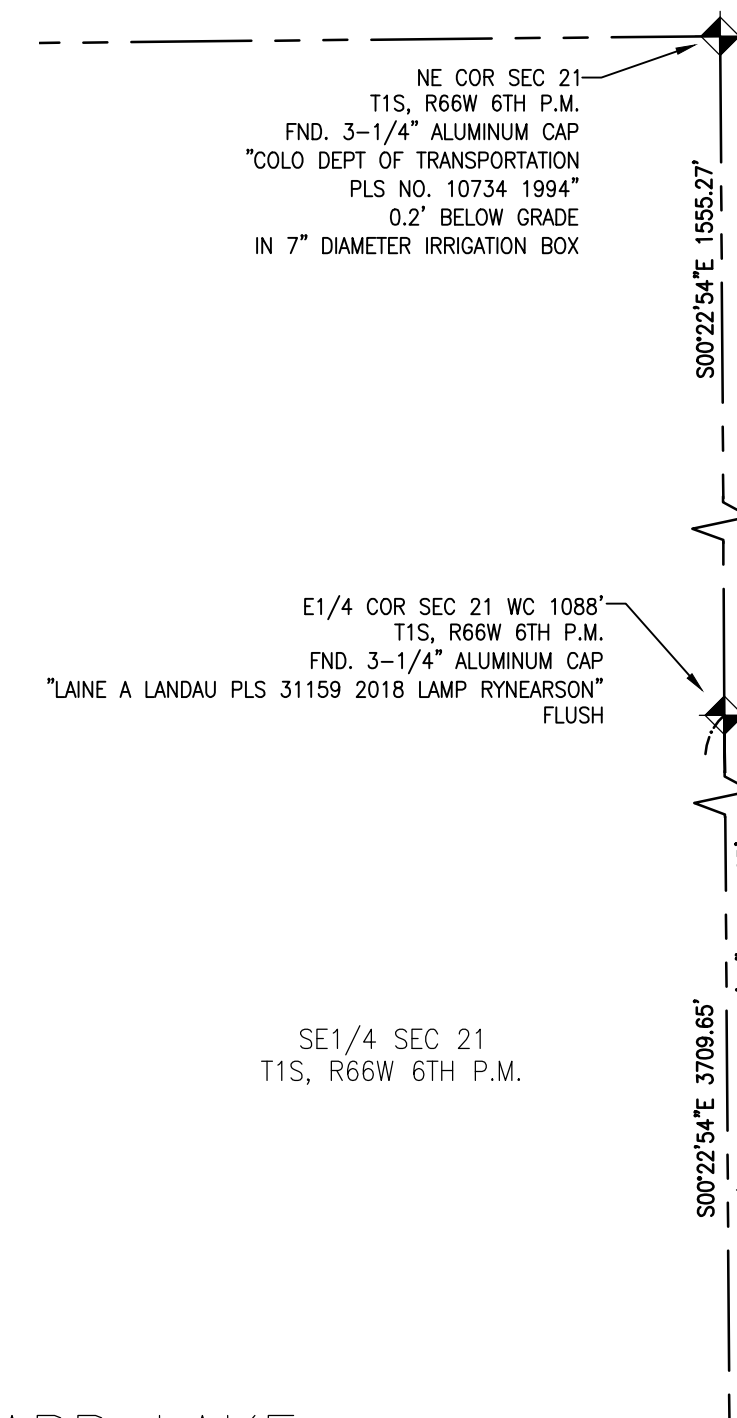
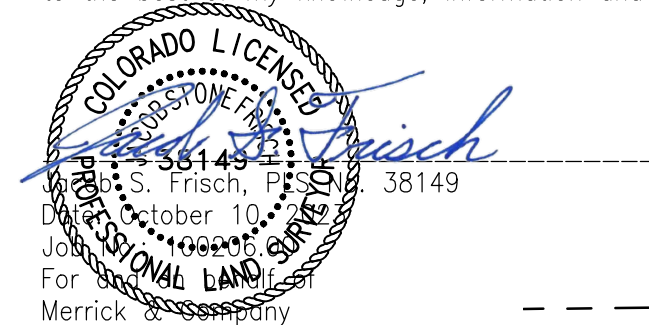
Bearings are based upon the south line of the Southeast Quarter of Section 21, Township 1 South, Range 66 West of the 6th Principal Meridian as bearing N89°33'42"E between the South Quarter corner of said Section 21 being monumented by a found illegible 2" aluminum cap in a monument box and a found 1-1/4" red plastic cap stamped "TRISTATE PLS 28660" on said section line.

2. UTILITY LOCATIONS


Reserving, however, an easement for access and the use of sewer, gas, water and similar pipelines and appurtenance, and for electric, telephone and similar lines and appurtenances with said street right-of-way.

SURVEYOR'S CERTIFICATION:

I, Jacob S. Frisch, a registered surveyor in the State of Colorado, do hereby certify that this plat was made by me or under my direct supervision on October 10, 2023, and that the monuments shown hereon actually exist and that this plat and the notes shown hereon accurately represents said survey to the best of my knowledge, information and belief.



REV	REVISION DESCRIPTION	DATE	CHANGED BY	CHECKED BY	APPROVED BY



MERRICK

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111

THIS AND ANY OTHER ELECTRONIC MEDIA COUNTERPART IS AN INSTRUMENT OF SERVICE PREPARED BY MERRICK AND COMPANY FOR A DEFINED PROJECT. IT IS NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE IN WHOLE OR IN PART ON EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. REUSE OR MODIFICATION, OF ANY UTILIZATION IF NOT A FINISHED INSTRUMENT, WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF MERRICK AND COMPANY SHALL BE AT THE SOLE RISK FOR THE UNAUTHORIZED USER WITHOUT LIABILITY OR LOSS EXPOSURE TO MERRICK AND COMPANY.

MERRICK	SIGNATURE	DATE
DRAWN	ALF	10/10/23
DESIGNED		
QC REVIEW	JSF	
APPROVED		
CLIENT	SIGNATURE	DATE
REVIEW		
APPROVED		
CAD FILE NAME 100206.00-136th Ave Vacation-C083-NF-MOD.dwg		

E 136TH AVE VACATION

CLIENT PROJECT NO. _____

MERRICK PROJECT NO. 100206.00

SCALE: 1"=80'

TITLE:

SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN COUNTY OF ADAMS, STATE OF COLORADO

REVISION:	DRAWING NO.	SHEET NO.
		1 OF 1

RECORDER'S CERTIFICATE:

STATE OF COLORADO }
COUNTY OF ADAMS } SS
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20__, AT ____ O'CLOCK __M.
CLERK AND RECORDER _____ DEPUTY _____

BOARD OF COUNTY COMMISSIONERS APPROVAL:
APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS ____ DAY OF _____, 20__.



ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

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 Policy Amount and the name of the Proposed Insured.

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

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:
CO1032
H.C. Peck & Associates, Inc.
3401 Quebec Street, Suite 8100
Denver, CO 80207

WESTCOR LAND TITLE INSURANCE COMPANY



By: [Signature]
President
Attest: [Signature]
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “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.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in 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) signed 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 shall not be liable for any other amendment to this Commitment.

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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company’s liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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.
- (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 HAS BEEN 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 the purpose of providing closing or settlement services.

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.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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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WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT FOR TITLE INSURANCE
(Adopted 08-01-2016; Technical Corrections 04-02-18)

Transaction Identification Data for reference only:

Issuing Agent: H.C. Peck & Associates, Inc.

Issuing Offices ALTA® Registry ID: N/A

Commitment Number: **09696A2023**

Property Address: 18121 E. 136th Ave.

Adams County Assessor Parcel No.: 0156921402001

SCHEDULE A

1. Commitment Date: July 26, 2023 at 4:00 PM

2. Policy to be issued:

a. 2006 ALTA Owner's Policy

Proposed Insured: TBD

Proposed Policy Amount: TBD

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. The Title is, at the Commitment Date vested in:

DLAEI LEGACY TRUST DATED FEBRUARY 21, 2019, and any amendments thereto

5. The Land is described as follows:

That part of Barr City 2nd Filing described on Exhibit A of the Special Warranty Deed recorded March 7, 2019 at Reception No. 2019000016551, County of Adams, State of Colorado.

*Note: Current Vesting instrument(s) of record are as follows:

Warranty Deed recorded July 6, 2005 at Reception No. 20050706000710390.

Special Warranty Deed recorded March 7, 2019 at Reception No. 2019000016551.

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WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT FOR TITLE INSURANCE
(Adopted 08-01-2016; Technical Corrections 04-02-18)

Issued By: H.C. Peck & Associates, Inc.
3401 Quebec Street, Suite 8100
Denver, CO 80207
(303) 623-6112

By: 
Authorized Signatory

* For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

This Commitment is being issued for informational purposes only.

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AMERICAN
LAND TITLE
ASSOCIATION



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WESTCOR LAND TITLE INSURANCE COMPANY
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SCHEDULE B – PART I
Requirements

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: to be determined
5. Release, partial release or subordination of Deed of Trust executed by Andrea Irwin and Devern L. Irwin to the Public Trustee of Adams County for the benefit of Red Rocks Credit Union to secure the principal sum of \$35,000.00, dated January 8, 2015 and recorded January 26, 2015 at Reception No. 201500005457.
6. Release, partial release or subordination of Deed of Trust executed by Andrea Irwin and Devern L. Irwin to the Public Trustee of Adams County for the benefit of Alabama State Bank to secure the principal sum of \$360,000.00, dated November 29, 2012 and recorded December 5, 2012 at Reception No. 2012000091901.

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SCHEDULE B – PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met
2. Rights or Claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land, including, but not limited to the following:
Quit Claim Deed recorded July 6, 2005 at Reception No. 20050706000710400.
7. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
8. All oil, gas, and other mineral interests, any leases thereof, and the right to use the surface estate for ingress and egress and any other right or privilege incident to the ownership of said interests, including, but not limited to the following:
Mineral Deed recorded June 4, 2021 at Reception No. 2021000067964.
9. Terms, conditions, provisions, agreements and obligations as specified in the Covenant by Andrea & Devern Irwin recorded October 21, 2005 at Reception No. 20051021001158140.

Continued.

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**WESTCOR LAND TITLE INSURANCE COMPANY
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(Adopted 08-01-2016; Technical Corrections 04-02-18)**

10. Reservations contained in the Resolution for Street Vacation recorded June 14, 1983 at Reception No. B441844 in Book 2757 at Page 63.
11. Reservations contained in the Street Vacation recorded January 28, 1983 at Reception No. B416953 in Book 2713 at Page 795.
12. All matters set forth on the plat of Barr City recorded August 15, 1926 at Reception No. 264830 in Plat Book 3 at Page 6.

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(Adopted 08-01-2016; Technical Corrections 04-02-18)



and



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 8-1-3.

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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



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**WESTCOR LAND TITLE INSURANCE COMPANY
ALTA COMMITMENT FOR TITLE INSURANCE
(Adopted 08-01-2016; Technical Corrections 04-02-18)**

H.C. Peck & Associates, Inc.
A National Land Service Company

and



Notice of Privacy Policy

of

Westcor Land Title Insurance Company and H.C. Peck and Associates, Inc.

Westcor Land Title Insurance Company and H.C. Peck & Associates, Inc. (collectively "WLTIC") value our customers and we are committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

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 agents, lenders, appraisers, surveyors or 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 legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has 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 uses to protect this information and to use the information for lawful purposes. WLTIC, 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, at all times, strives 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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



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After recordation return to:
The Law Network, P.C./Penny C. Myers
6025 S. Quebec Street, Suite 365
Centennial, CO 80111

Parcel No.: 0156921402001

SPECIAL WARRANTY DEED

THIS DEED, Made this 21 day of February, 2019, between **ANDREA IRWIN and DEVERN L. IRWIN**, as joint tenants, of 18121 E. 136TH Avenue, Brighton, CO 80603, Grantors, and

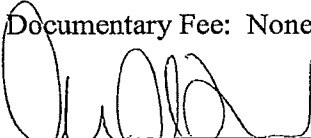
the **DLAEI LEGACY TRUST DATED FEBRUARY 21, 2019**, and any amendments thereto, of 18121 E. 136TH Avenue, Brighton, CO 80603, Grantee.

WITNESSETH, that the Grantors, for **NO DOLLARS (\$0.00)** consideration the receipt and sufficiency of which is hereby acknowledged, have remised, released, sold and conveyed good title, unto the Grantee, forever, all the right, title, interest, claim and demand which the Grantors have in and to the real property, together with improvements thereon, and warrant the title against all persons claiming under Grantors, lying and being in **ADAMS** County, State of Colorado, described as follows:

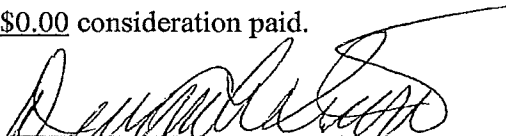
See Exhibit A attached hereto and incorporated herein.

also known by street and number as: **18121 E. 136TH Avenue, Brighton, CO 80603.**

Documentary Fee: None/Intrafamily Transaction - \$0.00 consideration paid.



ANDREA IRWIN

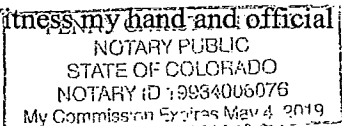


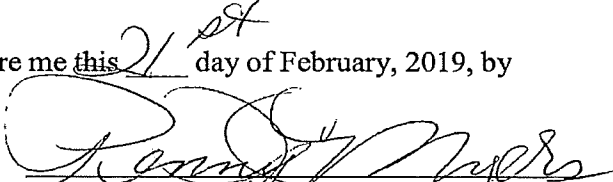
DEVERN L. IRWIN

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 21st day of February, 2019, by Andrea Irwin and Devern L. Irwin.

Witness my hand and official seal.





Penny Christy Myers, Notary Public
My commission expires: May 4, 2019.

**EXHIBIT A
(Legal Description)**

**All of Blocks 47, 50 and 52 and
Lots 3 through 48, Block 51,
Barr City 2nd Filing,
Lying above the high water mark of Barr Lake,**

Together with the following vacated streets and alleys:

Washington Street lying North of 136th Avenue and South of First Avenue, adjacent to the East line of said Block 52 and the West line of Block 51; Except the East 1/2 lying adjacent to the West line of Lots 1 and 2, Block 51;

Logan Street lying North of 136th Avenue and South of First Avenue adjacent to the East line of said Block 51 and the West line of Block 50;

First Avenue lying between the East line of Logan Street and the West line of Sherman Street, to the South line of said Block 47 and the North line of said Block 50;

All the alleys in said Blocks 47, 50 and 52 and that part of the alley adjacent to Lots 3 through 46 in said Block 51 and the East 1/2 of the alley lying adjacent to the West line of Lots 47 and 48 in said Block 51,

**All of the above properties are within Barr City 2nd Filing,
COUNTY OF ADAMS,
STATE OF COLORADO.**

NOTE: The above legal description was created by James A. Daley for and on behalf of D&S Surveying Services LLC, 195 S. Hoyt St., Lakewood, Colorado 80226, on December 3, 2004.

with all its appurtenances, less any exceptions of record.

also known by street and number as: 18121 E. 136th Avenue, Brighton, CO 80603

This instrument was drafted by: The Law Network, P.C., at the request of the Grantors based solely on the information supplied by the parties hereto and without examination of title or abstract.

The drafter assumes no liability for any errors, inaccuracy or omissions in this instrument resulting from the information provided, the parties hereto signifying their assent to this disclaimer by Grantors' execution of this instrument and Grantee's acceptance of this instrument, with said parties agreeing to indemnify drafter against any claims resulting therefrom.

SPECIAL WARRANTY DEED – Page 2 of 2

After recordation, return to: Penny Christy Myers, 6025 S. Quebec St., #365, Centennial, CO 80111

Return to: Devern Irwin
17750 E 136th Ave
Brighton CO 80601

20050706000710390 Adams Co 1/2
07/06/2005 01:51:43PM \$45.00
Carol Snyder, Clerk \$11.00

WARRANTY DEED

THIS DEED, Made this 1st day of July, 2005 between

Donna Eakley and Richard Eakley
of the City and County of Adams and State of COLORADO, grantor, and

Andrea Irwin and Devern L. Irwin

whose legal address is 18121 East 136th Avenue, Brighton, Colorado 80603

Date
\$ 45.00
State Doc, Fee

of the City and County of Adams, State of Colorado, grantees:

WITNESS, That the grantor, for and in consideration of the sum of Four Hundred Fifty Thousand Dollars and NO/100's, (\$450,000.00),

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 grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property together with improvements, if any, situate, lying and being in the City and County of Adams, and State of COLORADO, described as follows:

2
1
2

See Exhibit B attached hereto and made a part hereof.

Doc fee \$145.00

also known by street and number as 18121 East 136th Avenue, Brighton, CO 80601

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 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, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Exceptions described by reference to recorded documents as reflected into the Title Documents accepted by Buyer in accordance with section 8a "Title Review", of the contract dated May 16, 2005, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

SELLERS:

Donna Eakley
Richard Eakley

STATE OF COLORADO
COUNTY OF Adams

} ss:

The foregoing instrument was acknowledged before me this 1st day of July, 2005 by Donna Eakley and Richard Eakley

Notary Public

Witness my hand and official seal.
My Commission expires: 9-26-08

ROSE NOLAN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 9/26/08

Security Title
File No. S0018871

Exhibit B

That part of the Southeast $\frac{1}{4}$ of Section 21, Township 1 South, Range 68 West of the 6th P.M., being more particularly described as follows:

All of Blocks 47, 50 and 52 and
Lots 3 through 48, Block 51,
Barr City 2nd Filing,
Lying above the high water mark of Barr Lake,

Together with the following vacated streets and alleys:

Washington Street lying North of 136th Avenue and South of First Avenue, adjacent to the East line of said Block 52 and the West line of Block 51; Except the East $\frac{1}{2}$ lying adjacent to the West line of Lots 1 and 2, Block 51;

Logan Street lying North of 136th Avenue and South of First Avenue adjacent to the East line of said Block 51 and the West line of Block 50;

First Avenue lying between the East line of Logan Street and the West line of Sherman Street, to the South line of said Block 47 and the North line of said Block 50;

All the alleys in said Blocks 47, 50 and 52 and that part of the alley adjacent to Lots 3 through 46 in said Block 51 and the East $\frac{1}{2}$ of the alley lying adjacent to the West line of Lots 47 and 48 in said Block 51,

All of the above properties are within Barr City 2nd Filing,
County of Adams,
State of Colorado.

NOTE: The above legal description was created by James A. Daley for and on behalf of D&S Surveying Services LLC, 195 S. Hoyt St., Lakewood, Colorado 80226, on December 3, 2004.



After Recording Return To:
Red Rocks Credit Union
9325 Dorchester, Suite 200
Highlands Ranch, CO 80129

[Space Above This Line For Recording Data]

DEED OF TRUST

OPEN-END CREDIT - FUTURE ADVANCES ARE SECURED BY THIS DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on 1/8/2015, among the grantor,
ANDREA IRWIN
DEVERN L. IRWIN

("Borrower"), the Public Trustee of ADAMS County ("Trustee"), and the beneficiary, **Red Rocks Credit Union** which is organized and existing under the laws of the **State of Colorado** and whose address is **9325 Dorchester Street, Suite 200, Highlands Ranch, CO 80129** ("Lender"). Borrower has entered to a Credit Line Account Variable Interest Rate Home Equity Secured Open-End Credit Agreement and Truth-In-Lending Disclosure ("Agreement") with Lender on 1/8/2015, under the terms of which Lender is obligated to provide and Borrower may, from time to time obtain, advances not to exceed, at any time, a **MAXIMUM PRINCIPAL AMOUNT** to the Maximum Credit Limit (as defined therein) of **Thirty-five thousand and 00/100** Dollars (U.S. 35000.00) ("Maximum Credit Limit"). This Agreement provides for monthly payments, with the full debt, if not paid earlier, due and payable on 1/8/2040. This Security Instrument secures to Lender: (a) the repayment of the debt under the Agreement, with interest, and all renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **ADAMS** County, Colorado:
SEE EXHIBIT "A"

which has the address of 18121 E 136TH AVE
Colorado 80603 [Street] ("Property Address");
[Zip Code]

BRIGHTON
[City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Late Charges or Other Fees and Charges. Borrower shall promptly pay when due the principal of, and interest on, the debt owed under the Agreement and any late charges or any other fees and charges due under the Agreement.

2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations directly to the person owed payment. At Lender's request, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

3. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date or amount of the payments due under the Agreement. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

4. Preservation, Maintenance and Protection of the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest.

5. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate chargeable for advances under the Agreement and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

6. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date or amount of the monthly payments due under the Agreement.

8. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but is not personally liable under the Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.

10. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Agreement.

11. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

12. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.

13. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

14. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

15. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 14.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything

affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Agreement under which acceleration is permitted (but not prior to acceleration under paragraph 14 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in paragraph 11. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by applicable law and shall mail copies of the notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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

18. Release. Upon payment of all sums secured by this Security Instrument and termination of Borrower's ability to obtain further advances under the Agreement, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly cancelled, the Agreement evidencing debts secured by this Security

Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Witnesses:

[Handwritten signature of Andrea Irwin]

ANDREA IRWIN

(Seal)
-Borrower

[Handwritten signature of Devern L. Irwin]

DEVERN L. IRWIN

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF COLORADO, Douglas County ss:
The foregoing instrument was acknowledged before me this 8th January, 2015
by Andrea Irwin and Devern L Irwin

Witness my hand and official seal.

My commission expires: 11/28/2015

CATHERINE ALVAREZ
NOTARY PUBLIC
STATE OF COLORADO

[Handwritten signature of Catherine Alvarez]
Notary Public

EXHIBIT A

That part of the Southeast 1/4 of Section 21, Township 1 South, Range 68 West of the 6th P.M., being more particularly described as follows:

All of Blocks 47, 50 and 52 and Lots 3 through 48, Block 51, Barr City 2nd Filing, Lying above the high water mark of Barr Lake,

Together with the following vacated streets and alleys:

Washington Street lying North of 136th Avenue and South of First Avenue, adjacent to the East line of said Block 52 and the West line of Block 51; Except the East 1/2 lying adjacent to the West line of Lots 1 and 2, Block 51;

Logan Street lying North of 136th Avenue and South of First Avenue adjacent to the East line of said Block 51 and the West line of Block 50;

First Avenue lying between the East line of Logan Street and the West line of Sherman Street, to the South line of said Block 47 and the North line of said Block 50;

All the alleys in said Blocks 47, 50 and 52 and that part of the alley adjacent to Lots 3 through 46 in said Block 51 and the East 1/2 of the alley lying adjacent to the West line of Lots 47 and 48 in said Block 51,

All of the above properties are within Barr City 2nd Filing, County of Adams, State of Colorado.

Return To:

Compass Bank
P.O. Box 10566
Mail Code AL-BI-SC-LLE
Birmingham, AL 35296

Prepared By:
Karla Vessels
8312 South Hardy Drive
Bldg F
Tempe, AZ 85284

[Space Above This Line For Recording Data]

DEED OF TRUST

125887

DEFINITIONS

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


- (A) "Security Instrument" means this document, which is dated November 29, 2012, together with all Riders to this document.
- (B) "Borrower" is ANDREA IRWIN AND DEVERN L. IRWIN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is COMPASS BANK

Lender is a n ALABAMA STATE BANK
121056582
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Initials: 

VMP Mortgage Solutions, Inc.



organized and existing under the laws of THE STATE OF ALABAMA

Lender's address is P.O. BOX 13345

BIRMINGHAM, AL 35202

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is the Public Trustee of Adams County, Colorado.

(E) "Note" means the promissory note signed by Borrower and dated November 29, 2012

The Note states that Borrower owes Lender Three Hundred Sixty Thousand and 00/100 Dollars

(U.S. \$ 360,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2042

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

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

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

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

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

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

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

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


(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to

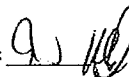
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time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY [Type of Recording Jurisdiction]

of Adams [Name of Recording Jurisdiction]:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Parcel ID Number: R0169025 which currently has the address of
18121 E 136TH AVE [Street]
BRIGHTON [City], Colorado 80603 [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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



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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

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

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

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


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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow

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Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

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

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


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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless

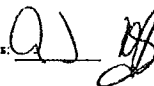
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Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement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

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the

work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If

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

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

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


10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

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

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

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

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


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

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

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

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

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

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's

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

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

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

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

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

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

certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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


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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any

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

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

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

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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

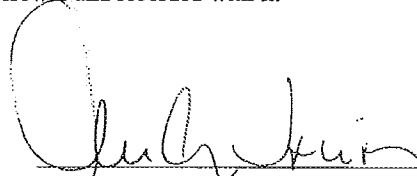
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly canceled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without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

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



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

Witnesses:



ANDREA IRWIN (Seal)
-Borrower



DEVERN L. IRWIN (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF COLORADO,

Adams

County ss:

The foregoing instrument was acknowledged before me this *21st* day of *November*, *2012*
by ANDREA IRWIN and DEVERN L. IRWIN

Witness my hand and official seal.

My Commission Expires: *11/22/14*

[Handwritten Signature]
Notary Public

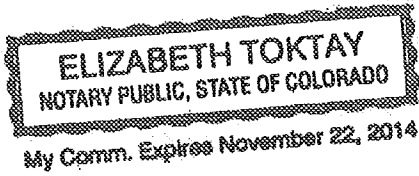


EXHIBIT A

File Number: CT125887

Description:

The land referred to herein is situated in the State of Colorado, County of Adams described as follows:

That part of the Southeast $\frac{1}{4}$ of Section 21, Township 1 South, Range 68 West of the 6th P.M., being more particularly described as follows: All of Blocks 47, 50 and 52 and Lots 3 through 48, Block 51, Barr City 2nd Filing, Lying above the high water mark of Barr Lake, Together with the following vacated streets and alleys: Washington Street lying North of 136th Avenue and South of First Avenue, adjacent to the East line of said Block 52 and the West line of Block 51; Except the East $\frac{1}{2}$ lying adjacent to the West line of Lots 1 and 2, Block 51; Logan Street lying North of 136th Avenue and South of First Avenue adjacent to the East line of said Block 51 and the West line of Block 50; First Avenue lying between the East line of Logan Street and the West line of Sherman Street, to the South line of said Block 47 and the North line of said Block 50; All the alleys in said Blocks 47, 50 and 52 and that part of the alley adjacent to Lots 3 Through 46 in said Block 51 and the East $\frac{1}{2}$ of the alley lying adjacent to the West line of Lots 47 and 48 in said Block 51, All of the above properties are within Barr City 2nd Filing, County of Adams, State of Colorado.

APN: R0169025

Property Address: 18121 East 136th Avenue, Brighton, CO 80603

MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, effective April 1, 2021 (the "Effective Date"), **DLAEI Legacy Trust Dated February 21, 2019 of 6025 S Quebec St Ste 365 Centennial Co 80111-4596** (hereinafter called "Grantor") for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Principal Beneficiary, **Krista L. Irwin of 18121 E. 136th Ave, Brighton, CO 80603** (hereinafter called "Grantee"), all of Grantor's right, title and interest in and to all of the oil, gas and other minerals, including without limitation, all fee mineral, executive, non-executive, royalty, and nonparticipating royalty interests, whether legal, equitable, term, perpetual or reversionary, in and under and that may be produced from following described lands (the "Mineral Interests") situated in **Adams County, State of Colorado**, to-wit:

Township 1 South, Range 66 West, 6th P.M.

Section 28: Lot 3, Barr Lake Meadows, according to amended plat thereof recorded in Book 2837, Page 12, County of Adams, State of Colorado.
Containing 3 net acres, more or less.

Township 1 South, Range 66 West, 6th P.M.

Section 21: SUB:BARR CITY 2ND FILING DESC: ALL OF BLK 47 NOW VAC EXC BARR LAKE TOG WITH VAC ST AND ALLEY TOG WITH ALL BLK 52 NOW VAC TOG WITH VAC ST AND ALLEY TOG WITH LOTS 3 TO 48 INC BLK 51 NOW VAC TOG WITH VAC ST AND ALLEY EXC LAKE TOG WITH ALL BLK 50 NOW VAC EXC LAKE TOG WITH VAC STS AND ALLEY 17/1600A, County of Adams, State of Colorado. Also known as 18121 E, 136th Ave, Brighton, CO 80603.
Containing 17.16 net acres, more or less.

together with the right, to the extent owned or controlled by Grantor, of surface and subsurface ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said Mineral Interests for oil, gas and other minerals and storing, handling, transporting and marketing the same therefrom with the right to remove from said Mineral Interests all of Grantee's property and improvements.

The Mineral Interests are subject to all burdens of record as of the execution date hereof, as well as any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of public record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease, insofar as it covers the Mineral Interests, as of the Effective Date, precisely as if Grantee herein had been, as of the Effective Date, the owner of the Mineral Interests and the lessor under such lease. Without limitation of the foregoing, it is acknowledged and agreed that, to the extent Grantor receives, at any time, proceeds, revenues or other benefits in respect of production from or allocable to the Mineral Interests granted hereunder, related to periods on or after the Effective Date, Grantor shall promptly remit and turn over to Grantee such amounts so received.

This mineral deed is binding upon, and inures to the benefit of, Grantor and Grantee and their respective successors and assigns. Grantor and Grantee agree to execute such further assurances, at any time and from time to time, as may be requisite for the full and complete enjoyment of the interest and

EXHIBIT A

Parcel 1

Barr City 2nd Filing Described as: Lots 3 to 48 in Block 51 now vacated together with the vacated street and alley excepting the Lake

Parcel 2

Barr City 2nd Filing Described as: All of Block 52 now vacated together with the vacated street and alley

Also known as 18121 E 136th Avenue

X

441844

STATE OF COLORADO }
County of Adams

ss.

BOOK 2757 PAGE 63

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Court House in Brighton on Monday, the 13th day of JUNE, A.D. 19 83, there were present:

Leo M. Younger, Jr. Commissioner Chairman
Steven E. Cramer Commissioner
Ronald D. Nichol Commissioner
Rebecca Parker, Asst. County Attorney
Wilma Thatcher, Deputy Clerk of the Board

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WILLIAM SOKOL
CLERK OF COUNTY
ADAMS COUNTY, COLO.

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when the following proceedings, among others were had and done, to-wit:

RESOLUTION FOR STREET VACATION

WHEREAS, the Adams County Planning Commission has recommended that the hereinafter described right-of-way be vacated, in connection with Case #36-83-SV, Ervin Fries, Barr City Subdivision, Second Filing.

WHEREAS, the vacation of said right-of-way will not leave any land adjoining said right-of-way without an established public road connecting said land with another established public road; and,

WHEREAS, the Board of County Commissioners is of the opinion that the vacation of the right-of-way hereinafter described is in the best interest of the County of Adams and the inhabitants thereof:

The following named streets, alleys and blocks:

Washington Street north of 136th Avenue to First Avenue,
Logan Street north from 136th Avenue to First Avenue, First Avenue, from Logan Street east to east boundary of Block 50,
All alleys within Blocks 47, 50, 51 and 52,
Lots 1-48, Block 52; Lots 3-48, Block 51; Lots 1-48, Block 50; Lots 1-48, Block 47.

All of the above properties are within the Barr City Subdivision, Second Filing.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the recommendation of the Adams County Planning Commission is approved and that the right-of-way described above be vacated; RESERVING, however, rights-of-way or easements for the continued use of existing sewer, gas, water, electric, telephone or similar lines and appurtenances within said vacated right-of-way.

Upon motion duly made and seconded the foregoing Resolution was adopted by the following vote:

Younger Aye
Cramer Aye
Nichol Aye

Commissioners

STATE OF COLORADO }
County of Adams

I, William Sokol, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my

possession WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, this 13th day of June, A. D. 19 83.
County Clerk and ex-officio Clerk of the Board of County Commissioners.



William Sokol

by Wilma Thatcher
Deputy

#

416953

BOOK 2713 PAGE 795

STATE OF COLORADO } ss.
County of Adams

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Court House in Brighton on Monday, the 3rd day of JANUARY, A.D. 1983, there were present:

Steven E. Cramer, Commissioner Chairman
Leo M. Younger, Jr., Commissioner
Robert A. Briggs, Jr., Commissioner
Kevin Maggio, County Attorney
Wilma Thatcher, Deputy Clerk of the Board

JAN 28 11 25 AM '83
WILLIAM SOKOL
COUNTY CLERK
ADAMS COUNTY, COLO.

B 4 1 6 9 5 3

when the following proceedings, among others were had and done, to-wit:

STREET VACATION

WHEREAS, the Adams County Planning Commission has recommended that certain right-of-way be vacated, and,

WHEREAS, the vacation of said right-of-way will not leave any land adjoining said right-of-way without an established public road connecting said land with another established public road, and,

WHEREAS, the Board of County Commissioners is of the opinion that the vacation of the right-of-way hereinafter described is in the best interests of the county of Adams and the inhabitants thereof.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the recommendation of the Adams County Planning Commission is approved in part and that the following described right-of-way be vacated:

First Avenue - that part of First Avenue lying between the southeast corner of Lot 25, Block 45 and the northeast corner of Lot 48, Block 52 and the northwest line of Block 44 extended to the southwest, said line also being the south-easterly right-of-way of Lake Avenue and the west line of Block 53 extended north, and the east right-of-way of Pearl Street;

RESERVING, however, rights-of-way or easements for the continued use of existing sewer, gas, water or similar pipe lines and appurtenances and for electric, telephone and similar lines and appurtenances within said vacated right-of-way.

BE IT FURTHER RESOLVED, that these rights-of-way are a part of Barr City Second Filing and are being vacated in connection with Case No. 142-82-SV, Clyde and Christine Keagy.

Upon motion duly made and seconded the foregoing Resolution was adopted by the following vote:

Cramer Aye
Younger Aye
Briggs Aye

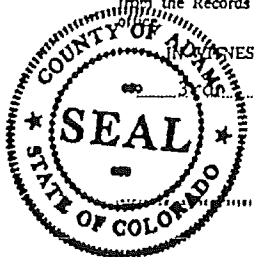
Commissioners

STATE OF COLORADO } ss.
County of Adams

I, William Sokol, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my

POSSESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, this _____ day of _____ January, A. D. 19. 83
County Clerk and ex-officio Clerk of the Board of County Commissioners

William Sokol
by Wilma Thatcher Deputy



FILE NO. 634

BARR CITY #680

Being the S.E. 1/4 of Sec 21 Tp. 1 S. R. 66 W.

BK. 3. 16. 6

DESCRIPTION NO. 1744
BARR CITY #680
300' x 100' x 100' x 100'

Scale 200 feet = 1 inch.

2ND FILING.



W H E A S, heretofore that certain tracts of land in the County of Arapahoe, in the State of Colorado, known and described as the South East Quarter of Section numbered Twenty-One (21), in Township One (1), South of Range Sixty-Six (66), West of the 6th Principal Meridian, was platted and subdivided into lots, blocks, streets and alleys, under and by the name of Barr City Second Filing, and the North East Quarter of Section numbered Twenty-One (21) in Township One (1), South of Range Sixty-Six (66), West of the 6th Principal Meridian, was platted and subdivided into lots, blocks, streets and alleys, under and by the name of the Barr City Third Filing, and, WHEREAS, blocks numbered 9, 15, 16, 21, 40, 41, 43, 50, 53, 56, and 57 of ~~xxx~~ said Barr City Second Filing, and blocks numbered 65, 75, 77, 78, 79, 80, 81, 82, 83, 84, 85, 87, 91, 92, 94, and 95 of said Barr City Third Filing, are now the property of THE BARR CITY & LAND COMPANY, a corporation of the State of Colorado, and, whereas, it is desired by THE BARR CITY & LAND COMPANY to vacate so much of said plat as divides the blocks above named into lots and so much thereof as lays out alleys through the blocks above named.

NOW THEREFORE, These presents certify that the following portions of the plat or map of Barr City, filed in the office of the Clerk & Recorder of Arapahoe County, Colorado, namely, the division into lots of those blocks of said Barr City Second Filing numbered 9, 15, 16, 21, 40, 41, 43, 50, 53, 56 and 57 and those blocks of Barr City Third Filing numbered 65, 75, 77, 78, 79, 80, 81, 82, 83, 84, 85, 87, 91, 92, 94, and 95, and also the alleys in those blocks of said Barr City numbered 9, 15, 16, 40, 41, 43, 50, 53, 56, and 57 of said Barr City Second Filing and numbered 65, 75, 77, 78, 79, 80, 81, 82,

83, 84, 85, 87, 91, 92, 94 and 95 of said Barr City Third Filing, be and the same are hereby vacated; it being the true meaning and intent of these presents to entirely vacate all that part of the plat of said Barr City which included or covers the blocks thereof numbered 9, 15, 16, 21, 40, 41, 43, 50, 53, 56, and 57 of said Barr City Second Filing and numbered 65, 75, 77, 78, 79, 80, 81, 82, 83, 84, 85, 87, 91, 92, 94 and 95 of said Barr City Third Filing, except the streets and avenues indicated and laid down upon said plat.

IN WITNESS WHEREOF, The said THE BARR CITY & LAND COMPANY has caused these presents to be subscribed with its corporate name by the hand of its President and its corporate seal to be hereto affixed and the execution of these presents to be attested by the signature of its Secretary this the 19th day of March, 1894.

By Wm. Alexander
THE BARR CITY & LAND COMPANY,
President.
Attest: W. H. J. [Signature]
Secretary.

I, Wm. W. Coats, a Notary Public in and for the County of Arapahoe, do hereby certify that on this day before me personally appeared William W. Alexander, the President of the Barr City & Land Company, the Corporation of that name mentioned in the foregoing instrument, who is personally known to me and to me known to be the President of said company and the individual whose name as such President is subscribed to the foregoing instrument and acknowledged that he signed the same and caused the corporate seal of said company to be affixed thereto as the true and voluntary act and deed of said Corporation, The Barr City & Land Company, for the uses and purposes therein mentioned.
Witness my hand and notarial seal this the 19th day of March, 1894.
Wm. W. Coats
Notary Public.

6-4

NO. 8458 RECORDED 10.50 A.M. APR. 6, 1894
R. Le Bert, Recorder

#8502

STATE OF COLORADO, :
 : SS.
County of Arapahoe :

I, *Edward H. Mitty*, a Notary Public in and for the County, in the State aforesaid, do hereby certify that on this day before me personally appeared William E. Alexander, the President of The Barr City & Land Company, the corporation of that name mentioned in the foregoing instrument, who is personally known to me and to me known to be the President of said Company and the individual whose name as such President is subscribed to the foregoing instrument and acknowledged that he signed the same and caused the corporate seal of said Company to be affixed thereto as the free and voluntary act and deed of said Corporation, The Barr City & Land Company, for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal this the *6th* day of *April*, A. D., 1894.

My commission expires *July 1st*, 189*5*.

Edward H. Mitty
Notary Public.

WHEREAS, heretofore that certain tract of land in the County of Arapahoe, in the State of Colorado, known and described as the South West Quarter of Section numbered Twenty-One (21), in Township One (1), South of Range Sixty-Six (66), West of the 6th Principal Meridian, was platted and subdivided into lots, blocks, streets and alleys, under and by the name of Barr City, and,

WHEREAS, blocks numbered 40 and 57 of said Barr City are now the property of THE BARR CITY & LAND COMPANY, a corporation of the State of Colorado, and, whereas, it is desired by THE BARR CITY & LAND COMPANY to vacate so much of said plat as divides the blocks above named into lots and so much thereof as lays out alleys through the blocks above named.

NOW THEREFORE, These presents certify that the following portions of the plat or map of Barr City, filed in the office of the Clerk & Recorder of Arapahoe County, Colorado, namely, the division into lots of those blocks of said Barr City numbered 40 & 57, and also the alleys in those blocks of said Barr City numbered 40 & 57 be and the same are hereby vacated; it being the true meaning and intent of these presents to entirely vacate all that part of the plat of said Barr City which included or covers the blocks thereof numbered 40 and 57 of said Barr City, except the streets and avenues indicated and laid down upon said plat.

IN WITNESS WHEREOF, The said THE BARR CITY & LAND COMPANY has caused these presents to be subscribed with its corporate name by the hand of its President and its corporate seal to be hereto affixed and the execution of these presents to be attested by the signature of its Secretary this the *6th* day of *April*, 1894.

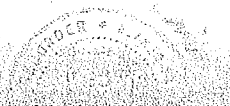
BY: *W. C. ...*
THE BARR CITY & LAND COMPANY,
President.
Attest: *R. R. ...*
Secretary.

STATE OF COLORADO }
CITY AND COUNTY OF DENVER } ss.

I, William S. Lail, Clerk and Recorder in and for said City and County in the State aforesaid, do hereby certify that I am the custodian of the records of the former County of Arapahoe in the State of Colorado, and that the above and foregoing is a true, correct and complete transcript and copy from the records of my office as the same appears under FILE # *680*

Witness my hand and official seal this *22d* day of *Sept.* A.D. 19*26*.

William S. Lail
CLERK AND RECORDER.





**OFFICE OF THE TREASURER -- ADAMS
COUNTY, COLORADO
RECEIPT OF PAYMENT (Tax, Fees, Costs,
Interests, Penalties)**

Account	Parcel Number	Receipt Date	Receipt Number
R0169025	0156921402001	Apr 26, 2023	2023-04-26-JM-6157

LEGACY DLAEI TRUST THE
18121 E 136TH AVE
BRIGHTON, CO 80603-7012

Situs Address	Payor
18121 E 136TH AVE	A. IRWIN 18121 E 136TH AVE BRIGHTON, CO 80603-7012

Legal Description
SUB:BARR CITY 2ND FILING DESC: ALL OF BLK 47 NOW VAC EXC BARR LAKE TOG WITH VAC ST AND ALLEY TOG WITH ALL BLK 52 NOW VAC TOG WITH VAC ST AND ALLEY TOG WITH LOTS 3 TO 48 INC BLK 51 NOW VAC TOG WITH VAC ST AND ALLEY EXC LAKE TOG WITH ALL BLK 50 NOW VAC EXC LAKE TOG WITH VAC STS AND ALLEY 17/1600A

Property Code	Actual	Assessed	Year	Area	Mill Levy
RES IMPRV LAND - 1112	272,500	18,940	2022	292	104.26
SINGLE FAMILY RES - 1212	331,067	23,010	2022	292	104.26
1217 - 1217	17,722	1,230	2022	292	104.26

Payments Received
Check \$3,777.34
Check Number 1293
Payor A. IRWIN 18121 E 136TH AVE BRIGHTON,
CO 80603-7012

Payments Applied		Billed	Prior Payments	New Payments	Balance
Year	Charges				
2022	Tax Charge	\$3,777.34	\$0.00	\$3,777.34	\$0.00
				\$3,777.34	\$0.00
				Balance Due as of Apr 26, 2023	\$0.00



**OFFICE OF THE TREASURER -- ADAMS
COUNTY, COLORADO
RECEIPT OF PAYMENT (Tax, Fees, Costs,
Interests, Penalties)**

4430 S ADAMS COUNTY PKWY C2436
BRIGHTON CO 80601
[Stay Safe! Please use website payment services www.adcotax.com]

Email: treasurer@adcogov.org
Telephone: 720-523-6160

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR
PAYMENT!