

DEED OF TRUST

THIS DEED OF TRUST, dated _____, between _____

hereinafter referred to as the Grantor, whose address is _____

*County of _____ and State of Colorado, and the Public Trustee of the County or City and County in which the property described below is situated, in the State of Colorado,

Witness, that the Grantor, to secure a promissory note or notes, hereinafter referred to in the singular, dated _____, for the total principal sum of _____

dollars (\$ _____), payable to the order of _____ the original Beneficiary herein, whose address is _____

with interest thereon from the date thereof at the rate of _____ percent per annum, principal and interest payable _____, after the date thereof,

does hereby grant and convey unto said Public Trustee the following described property, situate in the _____ County of _____, State of Colorado, to wit: _____ *

known by street and number as: _____

TO HAVE AND TO HOLD the same, together with all appurtenances, in trust nevertheless, that in case of default in the payment of the note or any part thereof or interest thereon, or in the performance of any covenants hereinafter set forth, then the beneficiary (note holder) may demand the property be sold by filing a notice of election and demand for sale with the Public Trustee. The Public Trustee shall mail and publish a combined notice of sale and Grantor's rights in compliance with Colorado law. Such legal notice is to be published as required by law in a newspaper in the county or counties where the property is located. A copy of the combined notice shall be mailed to all persons entitled to receive notice as required by law. It shall then be lawful for the Public Trustee to sell the property at public auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of the sale the Trustee shall retain or pay first all fees, charges and costs and all moneys advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon, and pay the principle and interest due on the note, rendering the overplus (if any) unto the Grantor; and the Trustee shall execute and deliver to the purchaser a confirmation deed to the property no later than nine days after the date of sale or, if later, the expiration of all redemption periods and the receipt by the Trustee of all statutory fees and costs. The Beneficiary of the note may purchase the property or any part thereof at such sale.

The Grantor covenants that at the time of delivery of these presents, Grantor is seized of the property in fee simple, and that the property is free of encumbrances, except _____

*Insert "City and" when applicable.

The Grantor also covenants that the Grantor will keep all buildings insured with a company approved by the beneficiary for fire and extended coverage in an amount equal to the unpaid balance of the note with loss payable to the beneficiary, will deliver a copy of the policy to the beneficiary and will pay all taxes and assessments against the property and amounts due on prior encumbrances. If grantor fails to pay insurance premiums, taxes or amounts due on prior encumbrances, the beneficiary may pay the same and all amounts shall become additional indebtedness due hereunder; and in case of foreclosure, the Grantor will pay an attorney's fee of \$_____.

Should the beneficiary hereunder be made a party to any action affecting this deed of trust or the title to the property, the Grantor agrees that all court costs and a reasonable attorney's fee paid by the beneficiary shall become additional indebtedness due hereunder; and the Grantor does hereby release and waive all claims in the property as a homestead exemption or other exemption now or hereafter provided by law.

If all or any part of the property or an interest therein is sold or transferred by the Grantor without beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, beneficiary may, at beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, beneficiary and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as beneficiary shall request.

It is agreed that in case of default in payment of the principal or interest or a breach of any of the covenants herein, then the principal sum hereby secured and interest thereon may at the option of the beneficiary become due and payable at once, anything in the note to the contrary notwithstanding and possession of the property will thereupon be delivered to the beneficiary, and on failure to deliver such possession the beneficiary shall be entitled to a receiver for the property, who may be appointed by any court of competent jurisdiction.

Whenever used herein the singular number shall include the plural and the plural the singular. All of the covenants herein shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

Executed the day and year first above written.

STATE OF COLORADO

_____ County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____.

Witness my hand and official seal.

Notary Public
My commission expires: _____

Name and Address of Person Creating Newly Created Legal Description (Section 38-35-106.5, C.R.S)