

DEED OF TRUST

THIS DEED OF TRUST is made this _____ day of _____, 20____, between

_____,
a corporation duly organized and existing under and by virtue of the laws of the state of _____, whose
address is _____

hereinafter referred to as "Grantor," and the Public Trustee of the _____ *County of _____,
State of Colorado, hereinafter referred to as Public Trustee,

WITNESS, THAT, WHEREAS,

_____ executed a promissory note or notes, hereinafter referred to in _____ regulated
for the principal sum of _____

Dollar (\$ _____) payable to the order of _____

whose address is _____

_____ at the rate of _____ percent per annum, payable _____
_____ for the term hereof, with interest thereon from the date thereof

AND WHEREAS, the Grantor desires of securing payment of the principal and interest of the promissory note
in whose hands soever the note may _____

NOW THEREFORE, the Grantor, in consideration of the premises and for the purpose aforesaid, does hereby grant,
bargain, sell and convey unto the Public Trustee in trust forever, the following described property, situate in the
County of _____, State of Colorado, to wit:

_____ also known by street and number as _____

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto
belonging, in trust nevertheless, that: a) in case of default in the payment of the note or any part thereof, or in the payment
of the interest thereon according to the tenor and effect of the note, or in the payment of any prior encumbrances,
principal or interest, if any, or b) in case default shall be made or violation or breach of any of the terms, conditions,
covenants or agreements herein contained, the beneficiary hereunder or the legal holder of the indebtedness secured
hereby may declare a violation of any of the covenants herein contained and may elect to publish the property for sale,
and demand such sale by filing a notice of election and demand for sale with the Public Trustee. Upon receipt of such
notice of election and demand for sale, the Public Trustee shall cause such notice to be recorded in the recorder's office
of the county in which the property is situated.

*Insert "City and" where applicable.

The Public Trustee shall then mail and publish a combined notice of sale and Grantor's rights in compliance with Colorado law. Such legal notice is to be published for four weeks (once each week for five successive weeks) in a newspaper in the county or counties in which the property is located. A copy of the combined notice shall be mailed to all persons entitled to receive notice as provided by law. It shall then be lawful for the Public Trustee to sell the property for the highest and best price the property will bring in cash and to dispose of the property (en masse, or if permitted by 38-38-101(3) and elected by the holder of the evidence of debt secured hereby, in separate parcels), together with all the right, title and interest of Grantor therein, at public auction at any place as may be specified by statute and designated in the notice of sale.

The Public Trustee shall execute and record a certificate of purchase to the purchaser of such property at such sale, as required by law. Unless the property is redeemed, the public trustee shall execute and record a confirmation deed to the holder of the certificate of purchase no less than nine business days after the date of sale or, if later, the expiration of all redemption periods and upon receipt of a written request for issuance of the confirmation deed and receipt of all statutory fees and costs.

The Public Trustee shall, out of the proceeds of such sale and after first paying and retaining all fees, charges and costs of making the sale, pay to the beneficiary hereunder or the legal holder of the note, the principal and interest due on the note according to the tenor and effect thereof, and all moneys advanced by such beneficiary or legal holder of the note for insurance, taxes and assessments, with interest thereon at the rate of _____ per annum, rendering the overplus, if any, unto those persons entitled thereto as a matter of law. The sale as evidenced by the confirmation deed executed and recorded by the Public Trustee shall operate as a perpetual bar, both in law and equity, against the Grantor and all other persons claiming the property, or any part thereof, by, from, through or under the Grantor. The holder of the note may purchase the property or any part thereof; and it shall be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

The Grantor covenants with and warrants to the Public Trustee that at the time of the encumbrance and delivery of these presents the Grantor is in full seizure of the lands, tenements and property in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely giving and releasing all rights and claims the Grantor may have in or to the lands, tenements, and property as a Homestead Exemption or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado or of the United States Congress, now existing or which may hereafter be passed in relation thereto, and that there are no other liens and encumbrances whatever, except

The Grantor further warrants to the Public Trustee the quiet and peaceable possession of the property against all persons who may lawfully claim the whole or any part thereof, and that the Grantor shall and will forever defend the title to the property against such person or persons.

Until payment in full of the indebtedness, the Grantor shall timely pay all taxes and assessments levied on the property; any and all amounts due on account of principal and interest or other sums on any senior encumbrances, if any; and will keep all improvements that may be on the lands insured against any casualty loss, including extended coverage, in a company or companies, meeting the net worth requirements of the beneficiary hereof in an amount which will yield to the holder of the indebtedness, after reduction by co-insurance provisions of the policy, if any, not less than the then total indebtedness. Each policy shall contain a loss payable clause naming the beneficiary as mortgagee and shall further provide that the insurance may not be canceled upon less than ten days written notice to the beneficiary. At the option of the beneficiary, the original policy or policies of insurance shall be delivered to the beneficiary as further security for the indebtedness. Should the Grantor fail to insure and deliver the policies or to pay taxes or assessments as the same fall due, or to pay any amounts payable upon senior encumbrances, if any, the beneficiary may make any such payments or procure any such insurance, and all monies so paid with interest thereon at the rate of _____ per cent per annum shall be added to and become a part of the indebtedness secured by this Deed of Trust and may be paid out of the proceeds of the sale of the property if not paid by the Grantor. In addition, and at its option, the beneficiary may declare the indebtedness secured hereby and this Deed of Trust to be in default for failure to procure insurance or make any of the payments required by this paragraph.

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.

IN CASE OF ANY DEFAULT whereby the right of foreclosure occurs hereunder, the holder of the note or certificate of purchase shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any. Such possession shall at once be delivered to the holder of the note or certificate of purchase on request. Upon refusal, delivery of such possession may be enforced by the holder of the note or certificate of purchase by any appropriate civil suit or proceeding. The holder of the note or certificate of purchase shall be entitled to a Receiver for the property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Grantor or of the then owner of the property and without regard to the value thereof. Such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice—notice being hereby expressly waived—and all rents, issues and profits, income and rents therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the court.

IN THE CASE OF ANY DEFAULT in any of the payment of principal or interest according to the tenor and effect of the promissory note or any part thereof, or of a breach or violation of any of the covenants or agreements herein by the Grantor, the whole of the principal sum hereby secured and the interest thereon to the time of the sale may at once, at the option of the legal holder thereof, become due and payable, and the said property be sold in the manner and with the same effect as if the indebtedness had matured. If foreclosure is made by the Public Trustee, attorney's fees in the sum of \$_____ for services in the supervision of the foreclosure proceedings shall be allowed by the Public Trustee as a part of the cost of foreclosure; and if foreclosure is made through the court, a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

IT IS FURTHER UNDERSTOOD AND AGREED that if a release of this deed of trust is required, the Grantor will pay the cost thereof. All of the covenants and agreements herein contained shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto; and that the singular number shall include the plural and the plural the singular.

IN WITNESS WHEREOF the grantor has caused his corporate name to be hereunto subscribed by its _____ President, and its corporate seal to be hereunto affixed, attested by its _____ Secretary on the day first written above.

Executed on _____.

ATTEST: _____

(SEAL)

STATE OF COLORADO

County of _____

} ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ President and _____ as Secretary of _____, a corporation.

Witness my hand and official seal.
My commission expires:

Notary Public

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