And the said parties of the first part, for themselves and for their heirs, executors and administrators, covenant and agree to and with the said party of the second part, that at the time of the ensealing and delivery of these presents they are well seized of the said lands and tenements in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims they may have in or to said 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, now existing or which may hereafter be passed in relation thereto and that the same are free and clear of all liens and encumbrances whatever, subject to a first Mortgage in favor of Fort Collins Federal Savings and Loan Association;

and the above bargained property in the quiet and peaceable possession of the said party of the second part, his successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will Warrant and Forever Defend.

And that during the continuance of said indebtedness or any part thereof the said parties of the first part will in due season pay all taxes and assessments levied under the laws of the State of Colorado (except income taxes) on the obligation hereby secured; and assessments levied on said property; all amounts due or to become due on account of principal and interest on prior encumbrances, if any; and will keep all buildings that may at any time be on said lands, insured against loss by fire in such company or companies as the holder of said note may, from time to time direct, for such sum or sums as such company or companies will insure for, not to exceed the amount of said indebtedness, except at the option of said parties of the first part, with loss, if any, payable to the beneficiary hereunder, as their interest may appear, and will deliver the policy or policies of insurance to the beneficiary hereunder, as further security for the indebtedness aforesaid. And in case of the failure of said parties of the first part to thus insure and deliver the policies of insurance, or to pay such taxes or assessments or amounts due or to become due on any prior encumbrances, if any, then the holder of said note, or any of them, may procure such insurance, or pay such taxes or assessments or amounts due upon prior encumbrances, if any, and all moneys thus paid, with interest thereon at 12 per centum per annum, shall become so much additional indebtedness, secured by this Deed of Trust, and shall be paid out of the proceeds of the sale of the property aforesaid, if not otherwise paid by said parties of the first part and may for such failure declare a violation of this covenant and agreement.

AND THAT IN CASE OF ANY DEFAULT, Whereby the right of foreclosure occurs hereunder, the said party of the second part or the holder of said 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 there be; and such possession shall at once be delivered to the said party of the second part or the holder of said note or certificate of purchase on request, and on refusal, the delivery of such possession may be enforced by the said party of the second part or the holder of said note or certificate of purchase by any appropriate civil suit or proceeding, and the said party of the second part, or the holder of said note or certificate of purchase, or any thereof, shall be entitled to a Receiver for said 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 there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the parties of the first part or of the then owner of said property and without regard to the value thereof, and 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 revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to law and the orders and directions of the court.

AND, That in case of default in any of said payments of principal or interest, according to the tenor and effect of said promissory note aforesaid, or any of them, or any part thereof, or of a breach or violation of any of the covenants or agreements herein, by the parties of the first part, their executors, administrators or assigns, then and in that case the whole of said principal sum hereby secured, and the interest thereon to the time of 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 said indebtedness had matured, and that, if foreclosure be made by the Public Trustee, an attorney's fee of the sum of as in said note provided dollars for services in the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the costs of such foreclosure proceedings.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

WITNESS:

Harry Sparks [SEAL]
Verda Sparks [SEAL]
[SEAL]

WILLIAM H. ALLEN NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO, County of Larimer } ss.

The foregoing instrument was acknowledged before me this 8th day of March, 19 61, by Harry Sparks and Verda Sparks

Witness my hand and official seal.
My commission expires July 1, 1963.
William H. Allen
Notary Public

No. 95108

DEED OF TRUST

FROM

TO

THE PUBLIC TRUSTEE FOR THE USE OF

STATE OF COLORADO, LARIMER } ss.
County of
I hereby certify that this instrument was filed for record in my office at 11:27 o'clock A.M. MAR 9 - 1961, 19, and is duly recorded in Book 1137 on Page 225
Fees paid $
By
Deputy.

Fees, $
$5.00 2000 S
Allen, 8 Hrs + Pr. Fee
Box 533
To Platte

Title

Recorded at 11:27 o'clock A.M. MAR 9 - 1961
Reception No. 395109 C. Miles Pillsbury Recorder.

RECORDER'S STAMP

THIS DEED, Made this 21st day of February in the year of our Lord one thousand nine hundred and sixty-one between

S. W. McCREERY and DOROTHY McCREERY

of the County of Ventura and State of California Colorado of the first part, and

GEORGE R. GRIMES and MIRIAM M. GRIMES

of the County of Larimer and State of Colorado, of the second part:

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations - - - - - - - - - - - - - - DOLLARS,

to the said parties of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the following described lot or parcel of land, situate, lying and being in the County of Larimer and State of Colorado, to wit: SE¼ of NE¼, Section 23, SW¼ of NE¼, S½ of NW¼ and SW¼ of Section 24, NW¼ of Section 25, E½ of NE¼, NW¼ of NE¼, E½ of NW¼, SW¼ of NW¼ and N½ of SW¼ of Section 26, N½ of SE¼ and NE¼ of SW¼ of Section 27, SE¼ of Section 28, all in Township 7 North, Range 71 West of the 6th P.M., reserving, however, to sellers ½ of all mineral rights, including all oil and gas, owned by sellers, together with assignment of grazing permit for grazing head of cattle upon the Roosevelt National Forest, together with all rights to water rights and ditch rights, if any, used with the above described premises, together with all easements and rights of way used with said description.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part their heirs and assigns forever. And the said parties of the first part for themselves, their heirs, executors, and administrators do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, subject to right of way for roads, ditches and utility easements as now constructed and generally used, and taxes for the year 1961.

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Dorothy McCreery [SEAL]
[SEAL]
[SEAL]

CALIFORNIA
STATE OF ~~COLORADO~~
County Ventura } ss.

The foregoing instrument was acknowledged before me this 21 day of February 1961, by S. W. McCreery and Dorothy McCreery.

My commission expires 1962 Witness my hand and official seal.

Notary Public.

No. 921. WARRANTY DEED.—To Joint Tenants.—Bradford-Robinson Printing Company, 1624-46 Stout Street, Denver, Colorado
*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of cor-

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