

Denver Duplicate Reception Numbers

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49537

FEB 12 1958

A G R E E M E N T

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THIS AGREEMENT, MADE AND ENTERED INTO THIS 31st. DAY OF January A.D. 1958, BY AND BETWEEN SAMUEL A. KAITZ, HEREINAFTER CALLED THE "OWNER", AND THE CITY AND COUNTY OF DENVER, A MUNICIPAL CORPORATION OF THE STATE OF COLORADO, HEREINAFTER CALLED THE "CITY";

WITNESSETH:

WHEREAS, THE OWNER IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO, TO-WIT:

20

THE SOUTH 1/2 OF LOT 8 IN BLOCK 242, WEST DENVER, TOGETHER WITH ALL IMPROVEMENTS SITUATE THEREON, KNOWN AS AND NUMBERED 1349-51 13TH STREET; SAID PROPERTY BEING ALSO DESCRIBED AS THE SOUTHERLY 1/2 OF SAID LOT 8, TO-WIT: COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 8 WHERE THE SOUTHERLY LINE OF SAID LOT INTERSECTS WITH 13TH STREET FORMERLY KNOWN AS FRONT STREET; THENCE NORTHWESTERLY ALONG SAID LOT LINE ON SAID STREET 33 FEET TO A POINT IN SAID LOT LINE ON SAID STREET; THENCE AT RIGHT ANGLES TO SAID STREET LOT LINE AND PARALLEL WITH THE SOUTHERLY LOT LINE AFORESAID TO A POINT IN THE REAR OR ALLEY LOT LINE OF SAID LOT; THENCE SOUTHEASTERLY ALONG SAID REAR OR ALLEY LOT LINE 33 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT TO POINT OF BEGINNING; AND,

WHEREAS, THE CITY IS ENGAGED IN THE CONSTRUCTION OF PUBLIC WORKS FOR FACILITATING THE FLOW OF TRAFFIC THROUGHOUT THE ENTIRE CITY BY EXPANDING, EXTENDING AND IMPROVING THE SYSTEM OF STREETS, HIGHWAYS, VIADUCTS, BRIDGES AND OTHER PUBLIC WAYS OF THE CITY; AND,

WHEREAS, IN ORDER TO FACILITATE THE FLOW OF TRAFFIC AS AFORESAID, THE CITY IS NOW ENGAGED IN THE CONSTRUCTION OF A VIADUCT OR RAMP UPON, OVER, THROUGH AND ALONG PART OF 13TH STREET IN SAID CITY; AND,

WHEREAS, THE OWNER'S REAL PROPERTY AS DESCRIBED HEREIN LIES ALONG AND ABUTS THAT PART OF 13TH STREET UPON, OVER, THROUGH AND ALONG WHICH THE SAID VIADUCT OR RAMP IS BEING AND WILL BE CONSTRUCTED; AND,

WHEREAS, THE OWNER NOW HAS CERTAIN EASEMENTS OR PROPERTY RIGHTS WHICH ARE APPURTENANT TO THE AFORESAID REAL PROPERTY, TO-WIT: THE EASEMENTS OF LIGHT AND AIR AND THE EASEMENT OF ACCESS TO AND FROM THE TRAVELED PART OF 13TH STREET IN SAID CITY AS IT NOW EXISTS AS WELL AS OTHER POSSIBLE EASEMENTS AND INTERESTS; AND,

As to Form

APPROVED FOR RECORDING:
LAND OFFICE

Edith E. F. ...
City Assys Office

49537

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A G R E E M E N T

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THIS AGREEMENT, MADE AND ENTERED INTO THIS 31st. DAY OF January A.D. 1958, BY AND BETWEEN SAMUEL A. KAITZ, HEREIN-AFTER CALLED THE "OWNER", AND THE CITY AND COUNTY OF DENVER, A MUNICIPAL CORPORATION OF THE STATE OF COLORADO, HEREINAFTER CALLED THE "CITY";

WITNESSETH:

WHEREAS, THE OWNER IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO, TO-WIT:

THE SOUTH 1/2 OF LOT 8 IN BLOCK 242, WEST DENVER, TOGETHER WITH ALL IMPROVEMENTS SITUATE THEREON, KNOWN AS AND NUMBERED 1349-51 13TH STREET; SAID PROPERTY BEING ALSO DESCRIBED AS THE SOUTHERLY 1/2 OF SAID LOT 8, TO-WIT: COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 8 WHERE THE SOUTHERLY LINE OF SAID LOT INTERSECTS WITH 13TH STREET FORMERLY KNOWN AS FRONT STREET; THENCE NORTHWESTERLY ALONG SAID LOT LINE ON SAID STREET 33 FEET TO A POINT IN SAID LOT LINE ON SAID STREET; THENCE AT RIGHT ANGLES TO SAID STREET LOT LINE AND PARALLEL WITH THE SOUTHERLY LOT LINE AFORESAID TO A POINT IN THE REAR OR ALLEY LOT LINE OF SAID LOT; THENCE SOUTHEASTERLY ALONG SAID REAR OR ALLEY LOT LINE 33 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT TO POINT OF BEGINNING; AND,

WHEREAS, THE CITY IS ENGAGED IN THE CONSTRUCTION OF PUBLIC WORKS FOR FACILITATING THE FLOW OF TRAFFIC THROUGHOUT THE ENTIRE CITY BY EXPANDING, EXTENDING AND IMPROVING THE SYSTEM OF STREETS, HIGHWAYS, VIADUCTS, BRIDGES AND OTHER PUBLIC WAYS OF THE CITY; AND,

WHEREAS, IN ORDER TO FACILITATE THE FLOW OF TRAFFIC AS AFORESAID, THE CITY IS NOW ENGAGED IN THE CONSTRUCTION OF A VIADUCT OR RAMP UPON, OVER, THROUGH AND ALONG PART OF 13TH STREET IN SAID CITY; AND,

WHEREAS, THE OWNER'S REAL PROPERTY AS DESCRIBED HEREIN LIES ALONG AND ABUTS THAT PART OF 13TH STREET UPON, OVER, THROUGH AND ALONG WHICH THE SAID VIADUCT OR RAMP IS BEING AND WILL BE CONSTRUCTED; AND,

WHEREAS, THE OWNER NOW HAS CERTAIN EASEMENTS OR PROPERTY RIGHTS WHICH ARE APPURTENANT TO THE AFORESAID REAL PROPERTY, TO-WIT: THE EASEMENTS OF LIGHT AND AIR AND THE EASEMENT OF ACCESS TO AND FROM THE TRAVELED PART OF 13TH STREET IN SAID CITY AS IT NOW EXISTS AS WELL AS OTHER POSSIBLE EASEMENTS AND INTERESTS; AND,

As to Form

APPROVED FOR RECORDING:
LAND OFFICE

[Signature]
City Atty's Office

WHEREAS, BY REASON OF THE CONSTRUCTION, OPERATION AND MAINTENANCE OF THE VIADUCT OR RAMP AS AFORESAID, THE OWNER'S SAID EASEMENTS OF LIGHT, AIR AND ACCESS AND OTHER POSSIBLE EASEMENTS AND INTERESTS WILL BE TAKEN AWAY OR MATERIALLY INTERFERED WITH BY THE CITY; AND,

WHEREAS, IT HAS BEEN DETERMINED THAT THE OWNER IS ENTITLED TO BE COMPENSATED BY THE CITY FOR THE TAKING AWAY OR MATERIAL INTERFERENCE WITH THE EASEMENTS AND INTERESTS AFORESAID AND FOR THE CONSEQUENTIAL LOSS IN MARKET VALUE OF AND DAMAGE TO THE SAID REAL PROPERTY; SAID LOSS AND DAMAGE HAVING BEEN APPRAISED BY A COMPETENT AGENT FOR THE CITY.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES HEREIN AND THE SUM OF FIVE THOUSAND NINE HUNDRED AND THIRTY-EIGHT (\$5,938.00) DOLLARS, CASH IN HAND PAID, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE OWNER HAS THIS DAY FOR HIMSELF, HIS HEIRS AND ASSIGNS, CONVEYED AND RELEASED AND BY THESE PRESENTS DOES HEREBY CONVEY AND RELEASE UNTO THE CITY ALL OF HIS RIGHT, TITLE AND INTEREST IN AND TO THE AFORESAID EASEMENTS OF LIGHT, AIR AND ACCESS, TOGETHER WITH ALL OTHER EASEMENTS AND INTERESTS APPURTENANT TO SAID REAL PROPERTY WHICH WILL BE TAKEN OR MATERIALLY INTERFERED WITH BY REASON OF THE CONSTRUCTION, REPAIR, MAINTENANCE AND REPLACEMENT OF THE SAID VIADUCT OR RAMP AND THE OPERATION AND USE THEREOF AS A PUBLIC WAY.

AND THE SAID OWNER HEREBY COVENANTS WITH THE CITY THAT HE IS LAWFULLY SEIZED AND POSSESSED OF THE REAL PROPERTY DESCRIBED HEREIN BY TITLE IN FEE SIMPLE; THAT SAID REAL ESTATE IS FREE AND CLEAR FROM ALL LIENS, EQUITIES, INTERESTS AND ENCUMBRANCES; AND THAT HE HAS A GOOD AND LAWFUL RIGHT TO CONVEY AND RELEASE THE AFORESAID EASEMENTS AND INTERESTS TO THE CITY.

AS A FURTHER CONSIDERATION FOR THIS AGREEMENT, THE OWNER HEREBY CONSENTS TO THE CONSTRUCTION OF THE VIADUCT OR RAMP, AS AFORESAID, AND TO THE PERPETUAL OPERATION AND MAINTENANCE OF THE SAME BY THE CITY AND ITS SUCCESSORS. THE OWNER FURTHER AGREES THAT HE HEREBY RELEASES THE CITY FROM ANY AND ALL CLAIMS

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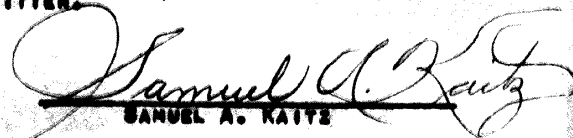
FOR DAMAGE AND FROM ANY AND ALL CAUSES OF ACTION ARISING NOW OR IN THE FUTURE WHICH WILL OR MAY RESULT FROM THE SAID TAKING AWAY OR MATERIAL INTERFERENCE WITH ANY AND ALL OF THE AFORESAID EASEMENTS AND INTERESTS.

NOTHING HEREIN SHALL BE CONSTRUED TO BE A CONVEYANCE OF ANY EASEMENT OF ACCESS OR OTHER POSSIBLE EASEMENTS OF INTEREST IN OR TO THE REAL PROPERTY DESCRIBED HEREIN, EXCEPT THE EASEMENTS OR INTERESTS WHICH HAVE HERETOFORE BEEN TAKEN AWAY OR MATERIALLY INTERFERED WITH BY THE CITY. NO CLAIMS FOR DAMAGE OR RIGHTS OF ACTION ARISING OUT OF FUTURE CONSTRUCTION OF A STRUCTURE, OR STRUCTURES, WHICH WOULD PERMANENTLY DECREASE THE ACCESS NOW EXISTING ARE RELEASED HEREBY BY THE OWNER, EXCEPTING SUCH CLAIMS OR RIGHTS OF ACTION RESULTING FROM SAID TAKING WHICH HAS HERETOFORE OCCURRED.

IN THE EVENT THAT ANY OF THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS OR PERSONAL REPRESENTATIVES OF SAMUEL A. KAITZ, OR ANY PERSON OR PERSONS CLAIMING BY OR THROUGH HIM INCLUDING ANY TENANT NOW SITUATE IN THE PROPERTY ABOVE DESCRIBED, ATTEMPT RECOURSE OF ANY KIND OR NATURE AGAINST THE CITY AND COUNTY OF DENVER WITH RESPECT TO THE CONSTRUCTION, REPAIRS, MAINTENANCE AND REPLACEMENT OF THE VIADUCT OR RAMP AS AFORESAID, SAMUEL A. KAITZ, HIS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS OR PERSONAL REPRESENTATIVES, HEREBY AGREE AND PROMISE TO COMPLETELY INDEMNIFY, DEFEND AND SAVE THE CITY AND COUNTY OF DENVER HARMLESS THEREFROM.

THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE SIGNED PERSONALLY OR BY THEIR DULY AUTHORIZED OFFICIALS OR AGENTS, THEIR SEALS AFFIXED AND DULY ATTESTED THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.


 SAMUEL A. KAITZ

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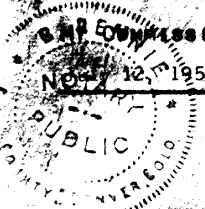
STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

31st DAY OF January, 1958, BY SAMUEL A. KAITZ.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY COMMISSION EXPIRES:
NOV 12 1958



R. Bennis
NOTARY PUBLIC

ATTORNEY
ROBERT E. LEE, CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE CITY AND
COUNTY OF DENVER
BY *Robert E. Lee*
DEPUTY CITY CLERK

REGISTERED AND COUNTERSIGNED:

Thomas G. Curvigan
AUDITOR

CITY AND COUNTY OF DENVER

BY *Samuel A. Kaitz*
MAYOR

APPROVED:

BY *Samuel A. Kaitz*
MANAGER OF PUBLIC WORKS

APPROVED AS TO FORM:
JOHN C. BANKS, CITY ATTORNEY

BY *Hans W. Johnson*
ASSISTANT CITY ATTORNEY

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FEB-13-58 208813

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NOV 12 1958

Recorded at _____ o'clock _____ M.

8272 340

Reception No. _____

Recorder _____

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THIS INDENTURE, Made this 27th day of October

in the year of our Lord one thousand nine hundred and fifty-eight between J. D. PEACOCK and EILEEN H. PEACOCK

whose address is 2956 Sheridan Blvd.

part ies of the first part, and the Public Trustee of City and County of Denver

, in the State of Colorado, party of the second part, Witnesseth:

THAT, WHEREAS, The said J. D. Peacock and Eileen H. Peacock

have executed their promissory note bearing even date herewith, for the principal sum of Five Hundred & No/100 ----- Dollars,

payable to the order of William H. Robinson and Ethel M. Robinson

whose address is 1138 Yale Street, Santa Monica, California

at the rate of _____ percent per annum, payable in monthly instalments of \$10.00 or more including interest at the rate of 6% per annum on the unpaid balance. First monthly instalment to be due November 27, 1958.

AND WHEREAS, The said part ies of the first part are desirous of securing the payment of the principal and interest of said promissory note in whose hands soever the said note or any of them may be.

NOW, THEREFORE, The said part ies of the first part, in consideration of the premises, and for the purpose aforesaid, do hereby grant, bargain, sell and convey unto the said party of the second part in trust forever, the following described property, situate in the County of Denver, State of Colorado, to-wit:

Lots Eleven (11) and Twelve (12), Block Eleven (11), DE LAPPE PLACE.

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances, therunto belonging: In Trust Nevertheless, That in case of default in the payment of said note or any of them, or any part thereof, or in the payment of the interest thereon, according to the tenor and effect of said note or any of them, or in the payment of any prior encumbrances, principal or interest, if any, or in case default shall be made in or in case of 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 elect to advertise said property for sale and demand such sale, then, upon filing notice of such election and demand for sale with the said party of the second part, who shall upon receipt of such notice of election and demand for sale cause a copy of the same to be recorded in the recorder's office of the county in which said real estate is situated, it shall and may be lawful for said party of the second part to sell and dispose of the same (en masse or in separate parcels, as said Public Trustee may think best), and all the right, title and interest of said part ies of the first part, their heirs or assigns therein, at public auction at the front door of the Court House, in the County of Denver, State of Colorado, or on said premises, or any part thereof as may be specified in the notice of such sale, for the highest and best price the same will bring in cash, four weeks' public notice having been previously given of the time and place of such sale, by advertisement, weekly, in some newspaper of general circulation at that time published in said County of Denver, a copy of which notice shall be mailed

within ten days from the date of the first publication thereof to the said part ies of the first part at the address herein given and to such person or persons appearing to have acquired a subsequent record interest in said real estate at the address given in the recorded instrument; where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser or purchasers of such property at such sale, a certificate or certificates in writing describing such property thereto) shall be entitled to a deed or deeds therefor, time when the purchaser or purchasers (or other person entitled thereto) shall be entitled to a deed or deeds therefor, unless the same shall be redeemed as is provided by law; and said Public Trustee shall, upon demand by the person persons holding the said certificate or certificates of purchase, when said demand is made, or upon demand by the person entitled to a deed to and for the property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person or persons a deed or deeds to the said property purchased, which said deed or deeds shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said Public Trustee, as grantor, and shall convey and quit-claim to such person or persons entitled to such deed, as grantee, the said property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the part ies of the first part, their heirs and assigns therein and shall recite the sum or sums for which the said property was sold and shall refer to the power of sale therein contained, and to the sale or sales made by virtue thereof; and in case of an assignment of such certificate or certificates of purchase, or in case of the redemption of such property, by a subsequent encumbrancer, such assignment or redemption shall also be referred to in such deed or deeds; but the notice of sale need not be set out in such deed or deeds; and the said Public Trustee shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder or the legal holder of said note the principal and interest due on said note according to the tenor and effect thereof, and all moneys advanced by such beneficiary or legal holder of said note for insurance, taxes and assessments, with interest thereon at 8 per cent per annum, rendering the overplus, if any, unto the said parties of the first part, their legal representatives or assigns; which sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against the said part ies of the first part, their heirs and assigns, and all other persons claiming the said property, or any part thereof, by, from, through or under said part ies of the first part, or any of them. The holder or holders of said note or notes may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser or purchasers at any such sale to see to the application of the purchase money. If a release deed be required, it is agreed that the part ies of the first part, their heirs or assigns, will pay the expense thereof.

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And the said part ies 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 ensueing of and delivery of these presents they are well seized of the said lands and tenements in fee simple, and ha VE 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, except a first trust deed for use of Midland Federal Savings and Loan Association, in the amount of \$8500.00 and dated October 27, 1958.

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 part ies 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 part ies 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 part ies 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 part ies 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 encumbrance, 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 8 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 of the part ies 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, and 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.

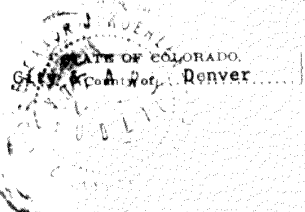
AND, That in case of default in any of said payments of principal or interest, according to the tenor and effect of said promissory note aforesaid, or any of them, or any part thereof, or of a breach or violation of any of the covenants or agreements herein, by the part ies of the first part, their executors, 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

Seventy five & No/100 ----- 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 part ies of the first part ha VE hereunto set their hands and seal the day and year first above written.

WITNESS:

J. W. Peacock [SEAL]
Eileen H. Peacock [SEAL]
Eileen H. Peacock [SEAL]



The foregoing instrument was acknowledged before me this 27th day of October, 1958, by J. D. Peacock and Eileen H. Peacock.

Witness my hand and official seal. My commission expires December 5, 1959. *John J. Keller* Notary Public.

280 10-01 LST-01 52825 8272-340

DEED OF TRUST
 FROM 8272 340
 TO THE PUBLIC TRUSTEE FOR THE USE OF STATE OF COLORADO

I hereby certify that this instrument was filed for record in my office at _____ o'clock _____ M., _____ 19____, and is duly recorded in book _____ page _____

By _____ Clerk and Recorder
 _____ Deputy

Fees, \$ _____
Patricia B. Burns