

MORTGAGE DEED

THIS DEED is dated _____, 20_____, and is made between _____

_____ of the _____ *County of _____ and State of _____, Mortgagor, and

_____ of the _____ County of _____ and State of _____, Mortgagee,
whose legal address is _____.

WITNESS:

That the Mortgagor, for and in consideration of the sum of _____ Dollars, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Mortgagee, the Mortgagee's heirs, personal representatives and assigns, the lot _____ or parcel _____ of land situate, lying and being in the * _____ County of _____ and State of Colorado, described as follows:

also known by street and number as:
assessor's schedule or parcel number:

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging forever; Provided always, that if the Mortgagor, the Mortgagor's heirs and personal representatives, shall pay or cause to be paid to the Mortgagee, the Mortgagee's heirs, personal representatives or assigns the said above mentioned sum, according to the tenor and effect of the promissory note _____ of even date herewith, payable to the order of the Mortgagee,

after the date hereof with interest at the rate of _____ per cent per annum, principal and interest payable

and shall in the meantime keep and perform the covenants and agreements herein contained, then these presents shall be null and void, otherwise remain in full force and effect.

That the Mortgagor, for the Mortgagor and the Mortgagor's heirs and personal representatives, for the consideration aforesaid, covenants and agrees to and with the Mortgagee, the Mortgagee's heirs, personal representatives and assigns, that the Mortgagor holds the said premises by title in fee simple; that the same are free and clear of all liens and encumbrances, except

that the Mortgagor will pay in due season all taxes and assessments levied on said premises, and will keep the buildings now and hereafter erected thereon insured, for the benefit of the Mortgagee, the Mortgagee's heirs, personal representatives and assigns; that the Mortgagor will pay the costs and attorney's fees incurred by the Mortgagee, the Mortgagee's heirs, personal representatives and assigns in any foreclosure action, other suit or proceeding, by reason hereof; and that upon default in the payment of said note _____ or any part thereof, or any of the interest thereon, or upon the breach of any of the covenants or agreements herein contained; this mortgage may be forthwith foreclosed.

*Insert "City and" if applicable.



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 Mortgagor has executed this deed on the date set forth above.

STATE OF COLORADO

_____ County of _____

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

Witness my hand and seal.

Notary Public
My commission expires: _____

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