

DEED OF TRUST

THIS DEED OF TRUST, dated , 20 , between

the grantor herein, 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:

The grantor, to secure a promissory note or notes, hereinafter referred to in the singular, dated Dollars, for the total principal sum of payable to the order of Fairmont Specialty Group or Michael Gray the beneficiary herein, whose address is 6650 South Vine Street, Suite 230, Centennial, Colorado 80121 Cedric Williams ,after the date thereof, with interest thereon from the date thereof at the rate of 18 percent per annum, principal and interest payable UPON DEMAND does hereby grant and convey unto said Public Trustee the following described property, situate in the County of , State of Colorado, to wit:

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

TO HAVE AND TO HOLD the same together with all appurtenances, in trust nevertheless, that in case of default in the payment of said note or any part thereof or interest thereon, or in the performance of any covenants hereinafter set forth, then upon the beneficiary (note holder) filing notice of election and demand for sale, said Public Trustee, after advertising notice of said sale weekly, for not less than four weeks, in some newspaper of general circulation in said county, shall sell said property in the manner provided by law in effect at the time of filing said notice and demand, at public auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of said sale said 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 principal and interest due on said note, rendering the overplus (if any) unto the grantor; and after the expiration of the time of redemption, said Trustee shall execute and deliver to the purchaser a deed to the property sold. The beneficiary may purchase said property or any part thereof at such sale.

The grantor covenants that at the time of delivery of these presents, he is seized of said property in fee simple, and that said property is free of encumbrances, except THOSE OF RECORD THIS

The grantor also covenants that he 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 said note with loss payable to the beneficiary and will pay all taxes and assessments against said property and amounts due on prior encumbrances. If grantor shall fail 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, he will pay an attorney's fee of:

REASONABLE.

Should the beneficiary hereunder be made a party to any action affecting this deed of trust or the title to said 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 said 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 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 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 said principal or interest or a breach of any of the covenants herein, then said principal sum hereby secured and interest thereon may at the option of the beneficiary become due and payable at once, anything in said note to the contrary notwithstanding and possession of said property will thereupon be delivered to the beneficiary, and on failure to deliver such possession the beneficiary shall be entitled to a receiver for said property, who may be appointed by any court of competent jurisdiction.

Whenever used herein the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All of the covenants herein shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

Executed this day and year first above written.

STATE OF COLORADO

) ss.

County of _____

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

My commission expires: _____

Witness my hand and official seal.

Notary Public

* Insert "City and" where applicable