



#250927

SCOTT DOYLE, RECORDER, LARIMER COUNTY CO
RCP# 2003-0144018 11/14/2003 11:37:58
PAGES - 1 FEE \$6.00 DOC \$0.00

DEED OF TRUST

THIS DEED OF TRUST, Dated September 28, 2003, between
COMMUNITY AIRPARK ASSOCIATION, INC
the grantor herein, whose address is 2200 Airway Avenue, Fort Collins, CO 80524

County of Larimer 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 September 28, 2003, for the principal sum of TWO HUNDRED THOUSAND AND NO/100 XXXXXXXXX dollars, payable to the order of CAA LENDERS LIMITED (A Colorado General Partnership) the beneficiary herein, whose address is c/o S.H. Goldberg, 3030 South College Avenue, Suite 203 Fort Collins, CO 80525

after the date hereof, with interest thereon from the date thereof at the rate of 8 percent per annum, principal and interest payable monthly interest only at \$1,333.34 for the first 60 months beginning October 28, 2003 and \$2,028.54 monthly including principal and interest at the rate of nine percent per annum beginning October 28, 2008 with entire unpaid principal and interest due on or before September 28, 2013

does hereby grant and convey unto said Public Trustee the following described property, situate in the County of Larimer, State of Colorado, to wit:

CORRECTION?
THE ORIGINAL RECORDING OF THIS DEED OF TRUST RECORDED NOVEMBER 14, 2003 AT RECEPTION # 250927 OMITTED THE GRANTOR AND LEGAL DESCRIPTION. THIS IS A RE-FILE TO INCLUDE THE GRANTOR AND A MORE DETAILED LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A".
SEE LEGAL DESCRIPTION ATTACHED

also known by street and number as Near 2200 Airway Avenue, Fort Collins, CO 80524

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 a 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 encumbrances, with interest thereon, and pay the principal and interest due on said note, rendering the surplus (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

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. will deliver a copy of the policy 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 encumbrance, 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

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.

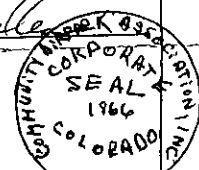
If all or any part of the property or an interest therein is sold or transferred by the grantor without beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (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 a 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.

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, and on failure to deliver such possession the beneficiary shall be entitled to 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.

Attest:
Loren R. Maxey
Secretary

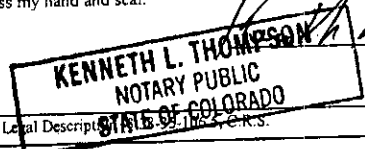
Community Airpark Association, Inc.
Claire H. McMillen
Claire H. McMillen, President



State of Colorado)
)ss.
County of Larimer)

The foregoing instrument was acknowledged before me this 28 day of September, 2003, by Claire H. McMillen, President and LOREN R. MAXEY Secretary of Community Airpark Association, Inc.

My commission expires 2-14-04, Witness my hand and seal.



S. H. GOLDBERG
3030 S. COLLEGE #203
FT. COLLINS, CO 80525

PAGES - 2 FEE \$11.00 DOC \$0.00
RCP# 2004-0028097
SCOTT DOYLE, CLERK
LARIMER COUNTY CO
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EXHIBIT "A"
LEGAL DESCRIPTION

A Parcel of land situate in Section 7 and Section 8, Township 7 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado and being more particularly described as follows:

Considering the Northeasterly line of the Fort Collins Community Airpark Subdivision, a subdivision of Record, as bearing S 51°56'05" E, and with all bearings contained herein relative thereto:
Beginning at the Northeast Corner of the said Fort Collins Community Airpark Subdivision, said point bears S 16°33'22" W, a distance of 4367.25 feet from the North 1/4 corner of said Section 8;
Thence along the North line of Tract "A" of the Fort Collins Community Airpark Subdivision, N 51°56'05" W, a distance of 1963.15 feet more or less to the Northerly corner of said Tract "A";
Thence S 89°33'52" E, along a line said line being the extended line of the South side of the Industrial Business Park International a subdivision of record, a distance of 1546.26 feet;
Thence S 00°00'00" E, a distance of 1199.12 feet more or less to the said Northeast Corner of the Fort Collins Community Airpark Subdivision and the true point of beginning,
County of Larimer,
State of Colorado.