

**Colorado Housing and Finance Authority
CHFA Form 311H, Second Mortgage Deed of Trust
Document Completion Instructions**

This instruction page is for informational purposes only for the CHFA Participating Lender and should NOT be sent to the title company for closing.

As a reminder, obtaining this form in the CHFA HomeConnectionsm site will auto-populate certain fields. These forms should NOT be downloaded into the Participating Lenders' document preparation system. Documents should always be obtained through the CHFA HomeConnection site or CHFA's website.

DO NOT ATTACH ANY RIDERS TO THE SECOND MORTGAGE DEED OF TRUST.

- Recording information – top left of document – CHFA no longer requires the original Second Mortgage Deed of Trust to be sent after recording. Lender to input the mailing address of where they want the original sent.
- NMLS information for Lender and Loan Originator – this information will not auto-populate. Information must be completed.
- Date of closing – this information will not auto-populate. Date the documents will be signed by the Borrower. Should match the first mortgage note.
- Borrower(s) - Borrower(s) name should match the first mortgage note and deed of trust. This information will auto-populate, if corrections are needed, click in the box to edit.
- Public Trustee – for the county in which the property is located. This will auto-populate, if corrections are needed, click on the box to edit.
- Loan amount – the numeric value will auto-populate, however the alpha value will not. Lender must complete the alpha value for the loan amount. If the numeric value is incorrect or has changed, click in the box to edit.
- Maturity date – this box will not auto-populate. This should match the maturity date of the first mortgage deed of trust.
- County for location of property – this box will auto-populate, if corrections are needed, click in the box to edit.
- Legal description – this box will not auto-populate. Lender must either:
 - Type in the legal description **OR**
 - Type in the verbiage to attach the legal description to the deed of trust. **The legal description must be attached to the second mortgage deed of trust for recording prior to closing.**
- Property address – this box will auto-populate. If corrections are needed, click in the box to make edit.

THIS PAGE IS FOR INFORMATIONAL PURPOSES ONLY, DO NOT RECORD.

After recording return Deed of Trust to:

Loan Originator Organization Name: _____

Loan Originator Organization NMLSR ID#: _____

Individual Loan Originator Name: _____

Individual Loan Originator NMLSR ID#: _____

Colorado Housing and Finance Authority

www.chfainfo.com

Second Mortgage Loan Deed of Trust

This loan is not assumable

THIS DEED OF TRUST ("Security Instrument" or "Mortgage") is made on _____, 20____,
among the undersigned grantor(s), _____

("Borrower"), and the Public Trustee of _____ County ("Trustee"), and the beneficiary,
Colorado Housing and Finance Authority, which is organized and existing under the laws of the State of
Colorado, and whose address is 1981 Blake Street, Denver CO 80202 ("Lender"). Borrower owes Lender
the principal sum of _____ Dollars
(U.S. \$_____). This debt is evidenced by Borrower's note dated the same date as this
Security Instrument ("Note"), which provides that the full debt, if not paid earlier, shall be due and payable
on the first day of _____, 20____ or the Note shall be due and payable immediately if the
Borrower fails to occupy the Property as Borrower's principal residence, subject to those exceptions noted
in paragraph 16 below, or if the promissory note secured by the First Deed of Trust (defined hereinafter)
is paid in full (the "Maturity Date"). This Security Instrument is second and subordinate to the Purchase
Money Deed of Trust recorded concurrently herewith (the "First Deed of Trust"). This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions, and
modifications of the Note; (b) the payment of all other sums, advanced under paragraph 6 hereof to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and
agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of
the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of
sale, the following described property located in _____ County, Colorado:

which has an address of: _____

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing are referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for the encumbrances of record and the First Deed of Trust. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

COVENANTS. Borrower covenants and agrees as follows:

1. Payment of Principal. Borrower shall promptly pay when due the principal of the debt evidenced by the Note, and late-charges, costs and expenses as provided in the Note, and shall perform all of Borrower's other covenants contained in the Note.

2. Application of Payments. All payments accepted and applied by Lender shall be applied in the following order of priority: (a) payment of amounts disbursed by Lender pursuant to paragraph 6 hereof, and (b) the balance in accordance with the terms and conditions of the Note.

3. Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, which may attain priority over this Security Instrument, all sums due under the First Deed of Trust, and leasehold payments or ground rents, if any, and community association dues, fees and assessments, if any.

Borrower shall promptly discharge any lien which has priority over this Security Instrument other than the First Deed of Trust unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such Lender-approved payment agreement; (b) contests in good faith the lien by, or defends against the enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 6.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard

mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid insurance and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days after notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate, settle and/or collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Each insurance company concerned is hereby authorized and directed to make payment directly to Lender, instead of to Borrower and Lender jointly.

If under paragraph 20 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Occupancy, Preservation, Maintenance, and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 17, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall be in default if Borrower, or any person or entity acting at the direction of Borrower or with Borrower's knowledge or consent, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Any restrictions in the Note and this Security Instrument regarding conveyance, use, and occupancy of the Property will automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary of the U.S. Department of Housing and Urban Development.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's interests and/or rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then the Lender may do and pay for whatever is reasonable, appropriate or necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over

this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to secure the Property including making repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debts of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be payable upon written notice from Lender to Borrower requesting payment.

7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. If Lender wishes to inspect the interior of the improvements on the Property, Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by the Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to negotiate, settle, and/or collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

9. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment of the sums secured by this Security Instrument granted by Lender to any successor in interest shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. Borrower's covenants and agreements shall be joint and several. Any person who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant, sell, and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument

or the Note without that person's consent.

11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the loan charges collected or to be collected in connection with the loan exceed the permitted limits, then; (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make the refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless applicable law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to the Property's address (above) if sent by means other than first class mail or Electronic Communication (as defined in Section 12(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless applicable law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under applicable law, the applicable law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by applicable law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with applicable law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under applicable law, the applicable law requirement

will satisfy the corresponding requirement under this Security Instrument.

13. Governing Law; Severability. This Security Instrument shall be governed by the laws of the State of Colorado. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

15. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this paragraph 15 only, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower to a purchaser at a future date.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by applicable law, regulation or requirements.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 12 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument. However, these collection options shall not be exercised by Lender if the Borrower's first mortgage is FHA-insured or if exercise is otherwise prohibited by federal law as of the date of this Mortgage.

16. Special HomeAccess Program Provision. The option described above shall not be exercised by the Lender under the following circumstances: (a) the Borrower fails to occupy the Property as Borrower's principal residence, however the Property remains the principal residence of the Person with a Disability for at least 50% of the year; or (b) the Person with a Disability dies or no longer occupies the Property as their principal residence due to their impairment, and the Property continues to be occupied as a principal residence by a member of the Person with a Disability's immediate family or at least one Borrower. "Person with a Disability" as used herein means that certain person with a permanent impairment who made the Borrower eligible for the CHFA HomeAccess Program loan evidenced by the Note and this Security Instrument (the "Loan"), and whom was at the time of the Loan application intended to benefit from the Loan.

17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) five (5) days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this

Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property, and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by the Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstatement shall not apply in the case of acceleration under paragraph 15.

As provided in Section 20, below, notwithstanding anything to the contrary contained herein, if the Borrower's first mortgage is an FHA-insured mortgage, the Borrower is not liable for Lender's costs and expenses, including attorney fees, other than the original assistance provided if the event of default results solely from Borrower's violation of a legal restriction on conveyance as defined by 24 C.F.R. § 203.41, such as an owner-occupancy restriction.

18. Sale of Note. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower.

19. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and for maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 19, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 19, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

20. Acceleration; Foreclosure; Other Remedies. Except as provided in paragraph 15 (Transfer of the Property), upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under paragraph 3 above), at Lender's option, all of the sums secured by this Security Instrument shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Security Instrument, including, but not limited to, reasonable attorney's fees.

Notwithstanding anything to the contrary contained herein, if the Borrower's first mortgage is an FHA-insured mortgage, the Borrower is not liable for Lender's costs and expenses, including attorney fees, other than the original assistance provided if the event of default results solely from Borrower's violation of a legal restriction on conveyance as defined by 24 C.F.R. § 203.41, such as an owner-occupancy restriction.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election.

Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice and shall cause publication of the legal notice as required by law in a legal newspaper of general circulation in each county in which the Property is situated and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Security Instrument; and (c) the excess, if any, to the person or persons legally entitled thereto.

21. Borrower's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and any interest payments due as of the date of cure, provided such payment is made within the cure period, if any, specified by Lender or Lender's designee to Borrower, as well as costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Security Instrument and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

22. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under paragraph 20 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under paragraph 20 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner(s) of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice; notice being hereby expressly waived.

Upon Acceleration or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender, its agent or the receiver shall be applied: first to payment of the costs of preservation and management of the Property including, but not limited to, receiver's fees and attorney's fees; second to payments due upon prior liens; and then to the sums secured by this Security Instrument. Lender, its agent and/or the receiver, as applicable, shall be liable to account only for those rents actually received.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cause Trustee to release this Security Instrument. Borrower shall pay any recordation costs and the statutory Trustee's fees.

24. Waiver of Exemptions. Borrower waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

STATE OF COLORADO)
)ss
_____ County of _____)

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

Witness my hand and official seal.

Notary Public

My commission expires: _____