



LAND TITLE GUARANTEE COMPANY  
 3033 EAST FIRST AVENUE, SUITE 600  
 DENVER, CO 80206  
 Phone: (303) 331-6234  
 Fax: (303) 393-3806

**"PURCHASERS"  
 STATEMENT OF SETTLEMENT**

PROPERTY ADDRESS: 1526 N DALLAS ST, AURORA, CO 80010

SELLER(S): EDWIN C. SCHUETT, PERSONAL REPRESENTATIVE OF THE ESTATE OF RALPH J. FRIEND, DECEASED

BUYER(S): JESUS ON COLFAX MINISTRIES, A COLORADO NONPROFIT CORPORATION

SETTLEMENT DATE: \_\_\_\_\_

DATE OF PRORATION: September 05, 2018

DESCRIPTION	DEBIT	CREDIT
<b>Sales Price &amp; Earnest Money</b>		
Sales Price	100,000.00	
Earnest Money from LTGC - Earnest Money		2,000.00
<b>Title Fees - Land Title Guarantee Company</b>		
Title Insurance ALTA Loan Policy	250.00	
Tax Certificate	26.00	
<b>Closing Fees - Land Title Guarantee Company</b>		
Loan Closing Fee	600.00	
Closing Fee	600.00	
<b>Recording Fees - Land Title Guarantee Company</b>		
Other Recordings	500.00	
Documentary Fee	10.00	
<b>New Loan - EDWIN C. SCHUETT, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RALPH J. FRIEND, DECEASED</b>		
New Loan Amount from EDWIN C. SCHUETT, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RALPH J. FRIEND, DECEASED		30,000.00
<b>Real Estate Tax - ADAMS COUNTY TREASURER</b>		
Current Year Property Taxes 0182334331009 01/01/2018 to 09/05/2018 @ \$1.3389/day		330.71
<b>SubTotals</b>	101,986.00	32,330.71
<b>Due from Buyer/Borrower</b>		<b>69,655.29</b>
<b>Totals</b>	101,986.00	101,986.00

The above figures do not include sales or use taxes on property

APPROVED AND ACCEPTED

(SEE ATTACHED "SIGNATURE PAGE")



**Buyer Settlement Statement**

**SIGNATURE PAGE**

**PURCHASER(S)**

JESUS ON COLFAX MINISTRIES, A COLORADO  
NONPROFIT CORPORATION

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**REAL ESTATE BROKER:**

CORNERSTONE REALTY COLORADO INC

\_\_\_\_\_  
JEFF COUTTS

**LAND TITLE CLOSING AGENT:**

\_\_\_\_\_  
Colin Snody

## COMMERCIAL CLOSING INSTRUCTIONS

TO: Land Title Guarantee Company

RE: 1526 N DALLAS ST, AURORA, CO 80010

1. The Seller(s) and Buyer(s) listed below employ Land Title Guarantee Company (hereinafter referred to as Closing Agent) to act as closing and settlement agent in connection with the real property identified in title commitment No. **70581468**.
2. Closing Agent is authorized to prepare, obtain, deliver and record all documents (including if applicable the Warranty Deed), excluding preparation of legal documents, necessary to carry out the terms and conditions of the Contract by and between the undersigned with amendments and counter proposals attached. Closing Agent is authorized to act as Loan Closing Agent and, if required, as custodian for any lender selected under the terms of the contract.
3. Closing Agent is authorized to receive funds; and to disburse funds under the following conditions:
  - a. All funds received are either available for immediate withdrawal as a matter of right from the financial institution in which funds have been deposited; or are available for immediate withdrawal as a consequence of an agreement of a financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn.
4. Seller(s) and Buyer(s) will furnish any additional information and documents required by Closing Agent which will be necessary to complete this transaction, and to comply with the provision of the Contract.
5. Closing Agent will prepare and deliver an accurate and detailed Closing Statement to Seller(s) and Buyer(s) at time of closing.
6. Nothing contained herein shall be construed to alter or supersede the Contract.
7. Should a default occur by either Seller(s) or Buyer(s), Closing Agent is authorized to return all documents, monies, and things of value to the depositing party and Closing Agent will be relieved from any further duty, responsibility or liability in connection with these instructions.
8. In the event of any conflicting demands made on the Closing Agent concerning these instructions, in the sole judgment of the Closing Agent, and at the election of the Closing Agent, Closing Agent may hold any monies, documents, and things of value until Closing Agent received mutual written instructions from Seller(s) and Buyer(s) or until a civil action shall have been finally concluded in a court of competent jurisdiction, determining the rights of all parties. In the alternative, Closing Agent may, at its discretion, at any time, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction. Deposit with the court by the Closing Agent of all monies, documents, and other things of value concerning this transaction, shall relieve Closing Agent of all further liability and responsibility.
9. These closing instructions may be amended or terminated by written instructions from the Seller(s) and Buyer(s) to the Closing Agent.

APPROVED AND ACCEPTED: \_\_\_\_\_

(SEE ATTACHED "SIGNATURE PAGE")



**Closing Instructions - Commercial**

**SIGNATURE PAGE**

**SELLER(S)**

**EDWIN C. SCHUETT, PERSONAL REPRESENTATIVE  
OF THE ESTATE OF RALPH J. FRIEND, DECEASED**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**BUYER(S)**

**JESUS ON COLFAX MINISTRIES, A COLORADO  
NONPROFIT CORPORATION**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Land Title Guarantee Company**

\_\_\_\_\_  
**Colin Snody**

**FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980**  
**(26 U.S.C. 1445) ("FIRPTA")**

**CERTIFICATION BY TRANSFEROR (ENTITY)**  
**(Pursuant to Regulation C.F.R. 1.1445-2(b)(2)(i))**

To: **JESUS ON COLFAX MINISTRIES, A COLORADO NONPROFIT CORPORATION**, (hereinafter referred to as the "Transferee",)

Section 1445 of the Internal Revenue Code provides that a transferee of a U. S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which is legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity.

To inform the transferee that withholding of tax is not required upon the disposition of a U. S. real property interest, by **EDWIN C. SCHUETT, PERSONAL REPRESENTATIVE OF THE ESTATE OF RALPH J. FRIEND, DECEASED**, hereinafter referred to as the transferor, the undersigned hereby certifies the following on behalf of the transferor:

1. The transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those items are defined in the Internal Revenue Code and Income Tax Regulation);
2. The transferor is not a disregarded entity as defined in section 1.1445-2(b)(iii);
3. The transferor's U.S. employer identification number is \_\_\_\_\_; and
4. The transferor's office address is:

- 
5. The transferor understands that this certification will be disclosed to the Internal Revenue Service by the transferee and that any false statement contained therein could be punished by fine, imprisonment, or both.
  6. Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the transferor (i.e. a responsible officer if a corporation, by a general partner if a partnership, and by a trustee or equivalent fiduciary of the case of a trust or estate).

(SEE ATTACHED "SIGNATURE PAGE")

Date: \_\_\_\_\_

Note:

1. If you have any questions or concerns arising from your obligation as transferor in regard to this tax, it is suggested that you immediately contact your local Internal Revenue Service office, attorney or accountant if you do not fully understand these regulations. More information, including the regulations promulgated under FIRPTA, is available at the website for the Internal Revenue Service, [www.irs.gov/businesses/small/international](http://www.irs.gov/businesses/small/international)
2. The transferee is required to retain this certification until the end of the fifth taxable year following the taxable year in which the transfer takes place. The transferee must make this certification available to the Internal Revenue Service when requested in accordance with the requirements of 26 U.S.C 6001 and regulations thereunder.



FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980

SIGNATURE PAGE

**EDWIN C. SCHUETT, PERSONAL REPRESENTATIVE  
OF THE ESTATE OF RALPH J. FRIEND, DECEASED**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.  
County of \_\_\_\_\_ )

Sworn to before me on this day of \_\_\_\_\_ by **EDWIN C. SCHUETT, PERSONAL REPRESENTATIVE OF THE  
ESTATE OF RALPH J. FRIEND, DECEASED**

Witness my hand and official seal

My Commission expires: \_\_\_\_\_  
Notary Public

Property Address 1526 N DALLAS ST, AURORA, CO 80010

Commitment No. 70581468

Escrow # 70581468

Date of Closing

Closer Colin Snody

**1099-S Proceeds from Real Estate Transactions**

Sale
  Refi
  Deed in Lieu
  Exchange
  Corporation
  Government
  Exempt

Transferor's name: <b>EDWIN C. SCHUETT, PERSONAL REPRESENTATIVE OF THE ESTATE OF RALPH J. FRIEND, DECEASED</b>	Date of Closing:	
	Transferor's Share of Sales Price (if less than 100%) <b>\$100,000.00</b>	Sales Price: <b>\$100,000.00</b>
Transferor's SSN# or Federal ID#:	Address or legal description (including City, St, Zip): <b>1526 N DALLAS ST, AURORA, CO 80010</b>	
Forwarding Street Address (including apt. no.):		
City, State and ZIP code:		
Phone Number:	Transferor is a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust) Check box, if YES <input type="checkbox"/>	
Buyer's part of real estate tax \$	Transferor received property or services as part of consideration: Check box, if YES <input type="checkbox"/>	

Under penalties of perjury, I/we certify number(s) shown on this statement is/are my/our correct Taxpayer Identification Number(s).

(SEE ATTACHED "SIGNATURE PAGE")

**TRUSTS: IMPORTANT REPORTING INFORMATION**

**Note:** If the Seller of the property is a Trust, the Trust must furnish LTGC with an Employer Identification Number (EIN) specific to the Trust.

In the event the Trust does not have an EIN, the sale of the property must be reported under the BENEFICIARY(S) of the Trust's personal Tax Identification Number(s) (TIN). If there are multiple Beneficiaries to the trust, the sale must be reported proportionately to each of the Beneficiaries, using their personal TIN.

Only use the TIN of the Trustee(s) when the Trustee(s) is also the designated Beneficiary(s) of the Trust for tax reporting purposes.

Please note: You are required by law to provide Land Title Guarantee Company with your correct Taxpayer Identification Number, and that number must correspond to the entry made in the "Transferor's Name" box. If you fail to provide Land Title Guarantee Company with the correct Taxpayer Identification Number, you may be subject to civil or criminal penalties as provided by law.



**1099 IRS Reporting**

**SIGNATURE PAGE**

**EDWIN C. SCHUETT, PERSONAL REPRESENTATIVE  
OF THE ESTATE OF RALPH J. FRIEND, DECEASED**

**By:** \_\_\_\_\_

**Print Name:**

**Title:** \_\_\_\_\_

\_\_\_\_\_

## Information with Respect to a Conveyance of a Colorado Real Property Interest

<b>1. Transferor's Name</b> EDWIN C. SCHUETT, PERSONAL REPRESENTATIVE OF THE ESTATE OF RALPH J. FRIEND, DECEASED			
Address		City, State and Zip	
Spouse's Name			
Address		City, State and Zip	
<b>2. Transferor is (check one):</b> <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Estate <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other (specify)			If other, please specify:
3. SSN	Colorado Account Number	4. FEIN	
5. Type of property sold <b>Commercial</b>		Date of closing (MM/DD/YY)	
7. Address or legal description of property sold <b>1526 N DALLAS ST</b>		City, State and Zip <b>AURORA, CO 80010</b>	
8. Selling price of the property		<b>\$100,000.00</b>	
9. Selling price of this transferor's interest		<b>\$100,000.00</b>	
10. If Colorado tax was withheld, check this box <input type="checkbox"/>			
11. Amount of tax withheld		<b>\$0.00</b>	
<b>12. If withholding is not made, give reason (check one):</b>			
a. Affirmation of Colorado residency signed		<input type="checkbox"/>	
b. Affirmation of permanent place of business signed		<input type="checkbox"/>	
c. Affirmation of principal residence signed		<input type="checkbox"/>	
d. Affirmation of partnership signed		<input type="checkbox"/>	
e. Affirmation of no tax reasonably estimated to be due to no gain on sale signed		<input type="checkbox"/>	
f. No net proceeds		<input type="checkbox"/>	
12. Title Insurance Company <b>Land Title Guarantee Company</b>			Phone Number <b>(303) 331-6234</b>
Address <b>3033 EAST FIRST AVENUE, SUITE 600</b>		City <b>DENVER</b>	State <b>Colorado</b>
			Zip <b>80206</b>
File this form together with DR 1079, if applicable, within 30 days of the closing date with the <b>Colorado Department of Revenue</b> Denver, CO 80261-0005			



### Affirmation of Colorado Residency

I (we) hereby affirm that I am (we are) the transferor(s) or the fiduciary of the transferor of the property described on this DR 1083 and that as of the date of closing I am (we are) or the estate or the trust is a resident of the State of Colorado.

**Signed under the penalty of perjury**

Signature of transferor or fiduciary	Date (MM/DD/YY)
Spouse's signature (if applicable)	Date (MM/DD/YY)

### Affirmation of Permanent Place of Business

I hereby affirm that the transferor of the property described on this DR 1083 is a corporation which maintains a permanent place of business in Colorado.

**Signed under the penalty of perjury.**

Signature of corporate officer	Date (MM/DD/YY)
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### Affirmation of Sale by Partnership

I hereby affirm that the transfer of property described on this DR 1083 was sold by an organization defined as a partnership under section 761(a) of the Internal Revenue Code and required to file an annual federal partnership return of income under section 6031(a) of the Internal Revenue Code.

**Signed under the penalty of perjury.**

Signature of general partner	Date (MM/DD/YY)
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### Affirmation of Principal Residence

I hereby affirm that I am (we are) the transferor(s) of the property described on this DR 1083 and immediately prior to the transfer it was my (our) principal residence which could qualify for the exclusion of gain provision of section 121 of the Internal Revenue Code.

**Signed under the penalty of perjury.**

Signature of transferor	Date (MM/DD/YY)
Spouse's signature (if applicable)	Date (MM/DD/YY)

### Affirmation of No Reasonably Estimated Tax to be Due

I hereby affirm that I am (we are) the transferor(s) or an officer of the corporate-transferor or a fiduciary of the estate or trust-transferor of the property described on the front side of this form, and I (we) further affirm that there will be no Colorado income tax reasonably estimated to be due on the part of the transferor(s) as a result of any gain realized on the transfer.

**Please understand before you sign this affirmation that nonresidents of Colorado are subject to Colorado tax on gains from the sale of Colorado real estate to the extent such gains are included in federal taxable income.**

**Signed under the penalty of perjury.**

Signature of transferor, officer or fiduciary	Date (MM/DD/YY)
Spouse's signature (if applicable)	Date (MM/DD/YY)

## Agreement for Taxes

It is hereby understood and agreed between the Buyer(s) and Seller(s) of the property known as: **1526 N DALLAS ST, AURORA, CO 80010**

**Tax Schedule Number: 0182334331009**

**Current Year Taxes have been adjusted as of the date of closing based on Assessed Value and Mill Levy**

**Land Assessment 2018: \$4,320.00**

**Improvement Assessment 2018: \$330.00**

**Mill Levy 2017: 105.0970**

**Percentage of Tax: 100.000%**

**Total Estimated Taxes: \$488.70**

Other:

This adjustment shall be:

A final settlement.

Re-adjusted between the Buyer(s) and Seller(s) as soon as the taxes have been billed by the County Treasurer. If a re-adjustment is necessary, Land Title Guarantee Company will not make or be responsible for this re-adjustment.

It is further understood and agreed between the Buyer(s) and Seller(s) that:

No governmental body taxing authority has certified an assessment lien to the County Treasurer for special improvements installed prior to the date of the Buyer's execution of the Agreement for Purchase.

Special Taxing District Assessments being paid in annual installments are to be assumed by the Buyer(s), with current annual assessments in the amount of **\$0.00**, with the total payoff amount of this assessment being **\$0.00**. This assessment will be fully paid on \_\_\_\_\_.

Note: Land Title Guarantee Company and/or its underwriter assumes no responsibility or any liability for the adjustment of special taxes on assessments unless they are shown on the County Treasurer's Certificate of Taxes Due. Any adjustment shall be made between the Buyer's and Seller(s), if necessary, and Land Title Guarantee Company, or its underwriter will not make or be responsible for the re-adjustment or liability in connection therewith.

This Agreement made and executed this day of \_\_\_\_\_

(SEE ATTACHED "SIGNATURE PAGE")



**Tax Agreement**  
**SIGNATURE PAGE**

**Seller(s)**

**EDWIN C. SCHUETT, PERSONAL REPRESENTATIVE  
OF THE ESTATE OF RALPH J. FRIEND, DECEASED**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Buyer(s)**

**JESUS ON COLFAX MINISTRIES, A COLORADO  
NONPROFIT CORPORATION**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**UTILITY AGREEMENT**

At the closing of **1526 N DALLAS ST, AURORA, CO 80010** (Property Address)

**IT IS THE SELLER(S) RESPONSIBILITY** to call the gas and/or electric company for a final reading and to give them a forwarding address for the final bill. It is also the Seller(s) responsibility to notify the telephone company, cable company, trash company and present insurance agent.

**IT IS THE BUYER(S) RESPONSIBILITY** to call the gas and/or electric company, giving them the personal information they may require for their records, the telephone company, the trash company and the cable company to put service into your name(s) with the correct mailing address, if different than the property just purchased.

  X     **\$1.00** is being escrowed from the Seller(s) for the final **water/sewer** Account #

  X     **Seller shall order all applicable final bills and guarantees payment of the same.**

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This Agreement was made and executed this day of \_\_\_\_\_

(SEE ATTACHED "SIGNATURE PAGE")



**Utility Agreement-Commercial**

**SIGNATURE PAGE**

**SELLER(S)**

**EDWIN C. SCHUETT, PERSONAL REPRESENTATIVE OF THE  
ESTATE OF RALPH J. FRIEND, DECEASED**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**BUYER(S)**

**JESUS ON COLFAX MINISTRIES, A COLORADO NONPROFIT  
CORPORATION**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## DISCLOSURES

The undersigned hereby acknowledge that they understand and agree to the following provisions:

### Laws Relating to Unclaimed Funds

All parties are hereby advised that checks issued by Land Title Guarantee Company ("Land Title") and not cashed by the payee are subject to laws of escheat and/or unclaimed property. Should Land Title transfer such funds to a state office, pursuant to such laws, Land Title shall be released from all further responsibility under this agreement and shall not be liable to any Party.

### FDIC Limit Notice

The insurance coverage provided by the Federal Deposit Insurance Corporation protects a depositor up to cumulative maximum deposit of \$250,000.00 for each insured financial institution. Ownership is determined by the deposit records of the financial institution and/or the records of the named custodian of any escrow accounts. Land Title and its underwriter assume no responsibility for nor will the undersigned hold same liable for any loss which arises from the fact that the amount of the above deposit may cause the aggregate amount of any individual depositor's accounts to exceed \$250,000.00.

### Funds Held by Land Title

Land Title shall deposit all funds received pursuant to any closing and settlement services separate and apart from the assets of the company, in an account designated as an escrow account or custodial account and so recognized by the depository institution in the name of Land Title as Escrow Agent (Escrow Account). Similar deposits from other customers conducting other real estate transactions are included in this Escrow Account. The majority of these funds are received at closing and on completion of the transaction, are disbursed for the benefit of the seller, buyer or in the case of a refinance, for the benefit of the owner.

Land Title will pay any and all costs associated with the use of the Escrow Account, but in order to help keep settlement costs and fees down, Land Title may arrange for the bank to provide it with a number of services at a reduced rate, or at no charge, or may earn interest on the Escrow Account balance. Interest earned, if any, shall be paid to Land Title. In no event will any such arrangement restrict or limit in any way the disbursement of the funds you deposit in accordance with the instructions given by you and the Statement of Settlement relating to your transaction.

**The party for whose benefit the funds are disbursed (most often the seller or owner, in the case of a refinance) may elect to have a portion of the interest earned on the fiduciary funds in the Escrow Account paid to that party. If the seller or owner makes this election, please (i) inform Land Title immediately, (ii) check the box provided below on this form and (iii) complete an IRS Form W-9 (which will be provided by Land Title).** It is important to know that the fiduciary funds cannot be placed in a separate interest bearing account for that party's benefit until Land Title is in receipt of all required forms. A non-refundable administrative fee of \$50.00 will be collected by Land Title as compensation for processing the documentation, set up and transfer of funds to the separate account, maintaining of audit and reconciliation records and coordinating the tax documentation.

Authorized and accepted this day of \_\_\_\_\_.

(SEE ATTACHED "SIGNATURE PAGE")

If the election is made to have a portion of the interest earned on the fiduciary funds in the Escrow Account paid to you, please check the appropriate box below.

- Seller hereby elects to have Seller's fiduciary funds invested and agrees to the administrative fee of \$50.00.
- Buyer hereby elects to have Buyer's fiduciary funds invested and agrees to the administrative fee of \$50.00.
- Owner (Refinance) hereby elects to have Owner's fiduciary funds invested and agrees to the administrative fee of \$50.00.



**Disclosures and Fiduciary Funds**

**SIGNATURE PAGE**

**Seller(s):**

**EDWIN C. SCHUETT, PERSONAL REPRESENTATIVE  
OF THE ESTATE OF RALPH J. FRIEND, DECEASED**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Buyer(s):**

**JESUS ON COLFAX MINISTRIES, A COLORADO  
NONPROFIT CORPORATION**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**PURCHASER**  
**FINAL AFFIDAVIT AND AGREEMENT**

Commitment No. **70581468**

RE: Real property and improvements located at: **1526 N DALLAS ST, AURORA, CO 80010** in the County of **Adams** State of Colorado, more particularly described as follows:

**LOTS 16, 17 AND 18 AND THE NORTH 5 FEET OF LOT 19, BLOCK 25, AURORA, EXCEPT THE REAR OR EASTERLY 8 FEET THEREOF, COUNTY OF ADAMS, STATE OF COLORADO**

Whereas, Land Title Guarantee Company has issued its Commitment No. **70581468** covering said Property, the Undersigned, Purchaser of the Real Estate and improvements located on the herein described Property, being first duly sworn on oath, for the purpose of inducing Land Title Guarantee Company to issue its ALTA Policy of Title Insurance, in connection with the Property described in said commitment, do hereby make the following representations to Land Title Guarantee Company, with full knowledge and intent that said company shall rely thereon:

1. That those certain persons, firms and corporations, including the General Contractors, and all subcontractors hired by or under contract with the undersigned who have furnished services, labor or materials, according to plans and specifications or otherwise, used in connection with the construction of improvements on the real estate herein described, have been paid in full.
2. That no claims have been made to the undersigned, nor is any suit now pending on behalf of any contractor, subcontractor, laborer or materialman, nor any other suit of any kind, and that no chattel mortgages, conditional bills of sale, security agreements or financing statements have been made. Further, the undersigned has no knowledge of any liens or encumbrances, not reflected on the commitment, recorded or unrecorded affecting the subject property.
3. That there has been no architectural service or other work of any kind, contracted for or otherwise ordered by the undersigned within the last 120 days, paid or unpaid, which could establish a priority for any future mechanics' lien claimant. If services or other work has been contracted for within the preceding 120 days, the undersigned is required to attach a description of same with the corresponding payment information.
4. That the purchaser(s) have or will take possession of the premises on or about the date of closing
5. That the full purchase price has been paid by said purchaser(s) to said Owner-Seller.

In light of the foregoing facts, the Undersigned, in consideration of the issuance by Land Title Guarantee Company of a policy of Title Insurance covering said property in the manner described by the undersigned as set out above, hereby promise, covenant and agree to hold harmless, protect and indemnify Land Title Guarantee Company, and any title insurance company that has issued an ALTA Policy of insurance pursuant to the commitment described above, from and against those liabilities, losses, damage expenses and charges, including but not limited to reasonable attorneys' fees (including attorney's fees in the enforcement of this agreement) and expenses of litigation arising out of any inaccuracies in the above representations.

(SEE ATTACHED "SIGNATURE PAGE")



**Commercial Purchaser Affidavit**

**SIGNATURE PAGE**

**JESUS ON COLFAX MINISTRIES, A COLORADO  
NONPROFIT CORPORATION**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.  
\_\_\_\_\_ )

The foregoing Final Affidavit and Agreement was subscribed and affirmed before me on this day of \_\_\_\_\_ by  
\_\_\_\_\_ **AS** \_\_\_\_\_ **FOR JESUS ON COLFAX MINISTRIES, A COLORADO**  
**NONPROFIT CORPORATION**

Witness my hand and official seal

My Commission expires: \_\_\_\_\_  
\_\_\_\_\_ Notary Public

**SELLER-OWNER  
FINAL AFFIDAVIT AND AGREEMENT**

Commitment No. **70581468** (the "Commitment")

RE: Real property and improvements located at: **1526 N DALLAS ST, AURORA, CO 80010**, in the County of **Adams** State of Colorado, more particularly described in the Commitment (the "Property")

**LOTS 16, 17 AND 18 AND THE NORTH 5 FEET OF LOT 19, BLOCK 25, AURORA, EXCEPT THE REAR OR EASTERLY 8 FEET THEREOF, COUNTY OF ADAMS, STATE OF COLORADO**

The Undersigned, as Seller/Owner (the "Owner") of the Property, being first duly sworn on oath, hereby makes the following representations to Land Title Guarantee Company, and any title insurance company for which the Company is agent for such title insurance company (collectively the "Company"), with full knowledge and intent that the Company shall rely thereon.

1. Those certain persons, firms and corporations, including the General Contractors, and all subcontractors hired by or under contract with the Owner who have furnished services, labor or materials, according to plans and specifications or otherwise, used in connection with the construction of improvements on the Property, have been paid in full.
2. No claims have been made to the Owner, nor is any suit now pending against the Owner, on behalf of any contractor, subcontractor, laborer or material man, nor any other suit of any kind, and that no chattel mortgage, conditional bills of sale, security agreements or financing statements have been made by the Owner.
3. There has been no architectural service or other work of any kind, contracted for or otherwise ordered by the Owner, within the last 120 days, paid or unpaid, which could establish a priority for any future mechanics' lien claimant. If services or other work has been contracted for within the preceding 120 days, the Owner is required to attach a description of same with the corresponding payment information.
4. All improvements constructed on the Property were completed on or before the date of closing.
5. Except as shown in the Commitment, there are no liens or encumbrances of any kind, recorded or unrecorded, including any lien which may arise by virtue of the Commercial Real Estate Brokers Commission Security Act, affecting the Property.
6. All fees, assessments and charges of the homeowners association having jurisdiction over the Property, if applicable, are current at this time.
7.  There are no existing leases or tenancies affecting the Property.
8.  There are existing leases or tenancies affecting the Property.
9. To the best of Owner's knowledge and belief, the Owner confirms that there have been no violations of any covenants, conditions or restrictions contained in any document shown in the Commitment, including but not limited to covenants, conditions or restrictions which may give rise to (i) a private charge or assessment; (ii) an option to purchase; (iii) a right of first refusal; (iv) a right of prior approval of a future purchase or occupant, or (iv) any obligations of any type to perform maintenance, repair, or remediation on the Land.

In light of the foregoing facts and representations, the Owner, in consideration of the issuance by the Company of a policy of Title Insurance covering the Property in the manner set out in the Commitment, hereby promise, covenant, and agree to hold harmless, protect and indemnify the Company, from and against those liabilities, losses, damages, expenses and charges, including but not limited to reasonable attorneys' fees (including attorney's fees in the enforcement of this agreement) and expenses of litigation, which the Company may incur, arising out of any error inaccuracies in the above representations.

(SEE ATTACHED "SIGNATURE PAGE")

**Owner's Forwarding Address:**



**Commercial Seller-Owner Affidavit**

**SIGNATURE PAGE**

**EDWIN C. SCHUETT, PERSONAL REPRESENTATIVE  
OF THE ESTATE OF RALPH J. FRIEND, DECEASED**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.  
\_\_\_\_\_ )

The foregoing Final Affidavit and Agreement was subscribed and sworn to and before me on this day of \_\_\_\_\_ by  
**EDWIN C. SCHUETT, PERSONAL REPRESENTATIVE OF THE ESTATE OF RALPH J. FRIEND, DECEASED**

Witness my hand and official seal

My Commission expires: \_\_\_\_\_  
\_\_\_\_\_ Notary Public



# REAL PROPERTY TRANSFER DECLARATION - (TD-1000)

## GENERAL INFORMATION

**Purpose:** The Real Property Transfer Declaration provides essential information to the county assessor to help ensure fair and uniform assessments for all property for property tax purposes. Refer to 39-14-102(4), Colorado Revised Statutes (C.R.S.).

**Requirements:** All conveyance documents (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This declaration must be completed and signed by the grantor (seller) or grantee (buyer). Refer to 39-14-102(1)(a), C.R.S.

**Penalty for Noncompliance:** Whenever a Real Property Transfer Declaration does not accompany the deed, the clerk and recorder notifies the county assessor who will send a notice to the buyer requesting that the declaration be returned within thirty days after the notice is mailed.

If the completed Real Property Transfer Declaration is not returned to the county assessor within the 30 days of notice, the assessor may impose a penalty of \$25.00 or .025% (.00025) of the sale price, whichever is greater. This penalty may be imposed for any subsequent year that the buyer fails to submit the declaration until the property is sold. Refer to 39-14-102(1)(b), C.R.S.

**Confidentiality:** The assessor is required to make the Real Property Transfer Declaration available for inspection to the buyer. However, it is only available to the seller if the seller filed the declaration. Information derived from the Real Property Transfer Declaration is available to any taxpayer or any agent of such taxpayer subject to confidentiality requirements as provided by law. Refer to 39-5-121.5, C.R.S. and 39-13-102(5)(c), C.R.S.

1. Address and/or legal description of the real property sold: Please do not use P.O. Box numbers

**1526 N DALLAS ST, AURORA, CO 80010**

2. Type of Property purchased:  Single Family Residential  Townhome  Condominium  Multi-Unit Res  Commercial  
 Industrial  Agricultural  Mixed Use  Vacant Land  Other \_\_\_\_\_

3. Date of Closing: \_\_\_\_\_

Date of Contract if different than date of closing: **April 19, 2018**

4. Total sale price: Including all real and personal property. **\$100,000.00**

5. Was any personal property included in the transaction? Personal property would include, but not limited to, carpeting, draperies, free standing appliances, equipment, inventory, furniture. If the personal property is not listed, the entire purchase price will be assumed to be for the real property as per 39-13-102, C.R.S.

Yes  No If yes, approximate value \$ \_\_\_\_\_ Describe: \_\_\_\_\_

6. Did the total sales price include a trade or exchange of additional real or personal property? If yes, give the approximate value of the goods or services as of the date of closing.

Yes  No If yes, value \$ \_\_\_\_\_

If yes, does this transaction involve a trade under IRS Code Section 1031?  Yes  No

7. Was 100% interest in the real property purchased? Mark "no" if only a partial interest is being purchased.

Yes  No If no, interest purchased: \_\_\_\_\_ %

8. Is this a transaction among related parties? Indicate whether the buyer or seller are related. Related parties include persons within the same family, business affiliates, or affiliated corporations.

Yes  No

9. Check any of the following that apply to the condition of the improvements at the time of purchase:

New  Excellent  Good  Average  Fair  Poor  Salvage

If the property is financed, please complete the following:

10. Total amount financed: **\$30,000.00**

11. Type of financing: (Check all that apply)

New  Assumed  Seller  Third Party  Combination; Explain

12. Terms:

Variable Starting interest rate % \_\_\_\_\_

Fixed Interest rate % \_\_\_\_\_

Length of time \_\_\_\_\_ years

Balloon Payment  Yes  No If yes, amount \$0.00 Due Date \_\_\_\_\_



13. Mark any that apply:
- Seller assisted down payment
  - Seller concessions
  - Special terms of financing.

If marked, please specify: \_\_\_\_\_

For properties other than residential (Residential is defined as: single family detached, townhomes, apartments, and condominiums) please complete questions 14-16 if applicable. Otherwise, skip to #17 to complete.

14. Did the purchase price include a franchise or license fee?  Yes  No

If yes, franchise or license fee value? \_\_\_\_\_

15. Did the purchase price involve an installment land contract?  Yes  No

If yes, date of contract: \_\_\_\_\_

16. If this was a vacant land sale, was an on-site inspection of the property conducted by the buyer prior to the closing?

Yes  No

Remarks: Please include any additional information concerning the sale you may feel is important.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Signed on this day of \_\_\_\_\_

Have at least one of the parties to the transaction sign the document, and include an address and a daytime phone number.

Signature of  Grantee(Buyer)  or Grantor(Seller)

(SEE ATTACHED "SIGNATURE PAGE")

18. All future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:

**JESUS ON COLFAX MINISTRIES, A COLORADO NONPROFIT CORPORATION**

\_\_\_\_\_  
\_\_\_\_\_  
**Phone:**

**Email:** \_\_\_\_\_

**Real Property Transfer Declaration**

**SIGNATURE PAGE**

**JESUS ON COLFAX MINISTRIES, A COLORADO  
NONPROFIT CORPORATION**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_



LAND TITLE GUARANTEE COMPANY  
 3033 EAST FIRST AVENUE, SUITE 600  
 DENVER, CO 80206  
 Phone: (303) 331-6234  
 Fax: (303) 393-3806

"PURCHASERS"  
 STATEMENT OF SETTLEMENT

PROPERTY ADDRESS: 9605 E COLFAX AVE, AURORA, CO 80010

SELLER(S): EDWIN C. SCHUETT, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RALPH J. FRIEND, DECEASED

BUYER(S): JESUS ON COLFAX MINISTRIES, A COLORADO NONPROFIT CORPORATION

SETTLEMENT DATE: 9/5/2018

DATE OF PRORATION: September 05, 2018

DESCRIPTION	DEBIT	CREDIT
<b>Sales Price &amp; Earnest Money</b>		
Sales Price	1,250,000.00	
Earnest Money from LTGC - Earnest Money		8,000.00
<b>Title Fees - Land Title Guarantee Company</b>		
Title Insurance ALTA Loan Policy	250.00	
Endorsement DELETION "ALTA" Owner's Policy 06-17-06 1	50.00	
Tax Certificate	26.00	
<b>Closing Fees - Land Title Guarantee Company</b>		
Loan Closing Fee	600.00	
Closing Fee	300.00	
<b>Recording Fees - Land Title Guarantee Company</b>		
Recording Escrow	500.00	
Documentary Fee	125.00	
<b>New Loan - JESUS ON COLFAX MINISTRIES, A COLORADO NONPROFIT CORPORATION</b>		
New Loan Amount to JESUS ON COLFAX MINISTRIES, A COLORADO NONPROFIT CORPORATION		970,000.00
<b>Real Estate Tax - ADAMS COUNTY TREASURER</b>		
Current Year Property Taxes 0182334331011 01/01/2018 to 09/05/2018 @ \$58.8428/day		14,534.17
<b>SubTotals</b>	1,251,851.00	992,534.17
<b>Due from Buyer/Borrower</b>		<b>259,316.83</b>
<b>Totals</b>	1,251,851.00	1,251,851.00

The above figures do not include sales or use taxes on property

APPROVED AND ACCEPTED

(SEE ATTACHED "SIGNATURE PAGE")



Buyer Settlement Statement

SIGNATURE PAGE

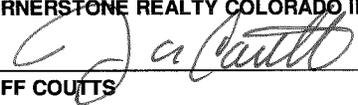
PURCHASER(S)

JESUS ON COLFAX MINISTRIES, A COLORADO  
NONPROFIT CORPORATION

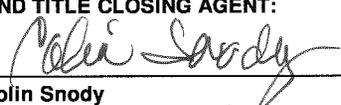
By:   
SHAWN SIKKEMA, BOARD MEMBER

REAL ESTATE BROKER:

CORNERSTONE REALTY COLORADO INC

  
JEFF COUTTS

LAND TITLE CLOSING AGENT:

  
Colin Snody



## COMMERCIAL CLOSING INSTRUCTIONS

TO: Land Title Guarantee Company

RE: 9605 E COLFAX AVE, AURORA, CO 80010

1. The Seller(s) and Buyer(s) listed below employ Land Title Guarantee Company (hereinafter referred to as Closing Agent) to act as closing and settlement agent in connection with the real property identified in title commitment No. **70581482**.
2. Closing Agent is authorized to prepare, obtain, deliver and record all documents (including if applicable the Warranty Deed), excluding preparation of legal documents, necessary to carry out the terms and conditions of the Contract by and between the undersigned with amendments and counter proposals attached. Closing Agent is authorized to act as Loan Closing Agent and, if required, as custodian for any lender selected under the terms of the contract.
3. Closing Agent is authorized to receive funds; and to disburse funds under the following conditions:
  - a. All funds received are either available for immediate withdrawal as a matter of right from the financial institution in which funds have been deposited; or are available for immediate withdrawal as a consequence of an agreement of a financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn.
4. Seller(s) and Buyer(s) will furnish any additional information and documents required by Closing Agent which will be necessary to complete this transaction, and to comply with the provision of the Contract.
5. Closing Agent will prepare and deliver an accurate and detailed Closing Statement to Seller(s) and Buyer(s) at time of closing.
6. Nothing contained herein shall be construed to alter or supersede the Contract.
7. Should a default occur by either Seller(s) or Buyer(s), Closing Agent is authorized to return all documents, monies, and things of value to the depositing party and Closing Agent will be relieved from any further duty, responsibility or liability in connection with these instructions.
8. In the event of any conflicting demands made on the Closing Agent concerning these instructions, in the sole judgment of the Closing Agent, and at the election of the Closing Agent, Closing Agent may hold any monies, documents, and things of value until Closing Agent received mutual written instructions from Seller(s) and Buyer(s) or until a civil action shall have been finally concluded in a court of competent jurisdiction, determining the rights of all parties. In the alternative, Closing Agent may, at its discretion, at any time, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction. Deposit with the court by the Closing Agent of all monies, documents, and other things of value concerning this transaction, shall relieve Closing Agent of all further liability and responsibility.
9. These closing instructions may be amended or terminated by written instructions from the Seller(s) and Buyer(s) to the Closing Agent.

APPROVED AND ACCEPTED: Sept 3, 2018

(SEE ATTACHED "SIGNATURE PAGE")



Closing Instructions - Commercial

SIGNATURE PAGE

SELLER(S)

EDWIN C. SCHUETT, AS PERSONAL  
REPRESENTATIVE OF THE ESTATE OF RALPH J.  
FRIEND, DECEASED

*Edwin C. Schuett, Personal  
Representative*

BUYER(S)

JESUS ON COLFAX MINISTRIES, A COLORADO  
NONPROFIT CORPORATION

By: \_\_\_\_\_

SHAWN SIKKEMA, BOARD MEMBER

Land Title Guarantee Company



Colin Snody

Closing Instructions - Commercial

SIGNATURE PAGE

SELLER(S)

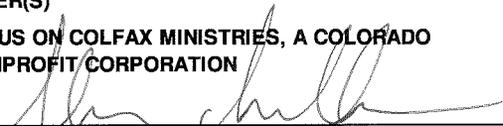
EDWIN C. SCHUETT, AS PERSONAL  
REPRESENTATIVE OF THE ESTATE OF RALPH J.  
FRIEND, DECEASED

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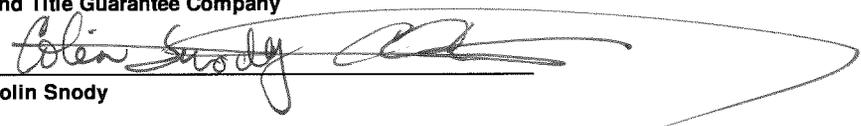
BUYER(S)

JESUS ON COLFAX MINISTRIES, A COLORADO  
NONPROFIT CORPORATION

By:

  
SHAWN SIKKEMA, BOARD MEMBER

Land Title Guarantee Company

  
Colin Snody

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980  
(26 U.S.C. 1445) ("FIRPTA")

CERTIFICATION BY TRANSFEROR (ENTITY)  
(Pursuant to Regulation C.F.R. 1.1445-2(b)(2)(i))

To: **JESUS ON COLFAX MINISTRIES, A COLORADO NONPROFIT CORPORATION**, (hereinafter referred to as the "Transferee",)

Section 1445 of the Internal Revenue Code provides that a transferee of a U. S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which is legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity.

To inform the transferee that withholding of tax is not required upon the disposition of a U. S. real property interest, by **EDWIN C. SCHUETT, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RALPH J. FRIEND, DECEASED**, hereinafter referred to as the transferor, the undersigned hereby certifies the following on behalf of the transferor:

1. The transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those items are defined in the Internal Revenue Code and Income Tax Regulation);
2. The transferor is not a disregarded entity as defined in section 1.1445-2(b)(iii);
3. The transferor's U.S. employer identification number is 81-6654610 ; and
4. The transferor's office address is:  
4180 S. Sherman Street  
Englewood, CO 80113
5. The transferor understands that this certification will be disclosed to the Internal Revenue Service by the transferee and that any false statement contained therein could be punished by fine, imprisonment, or both.
6. Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the transferor (i.e. a responsible officer if a corporation, by a general partner if a partnership, and by a trustee or equivalent fiduciary of the case of a trust or estate).

(SEE ATTACHED "SIGNATURE PAGE")

Date: 9/5/2018

Note:

1. If you have any questions or concerns arising from your obligation as transferor in regard to this tax, it is suggested that you immediately contact your local Internal Revenue Service office, attorney or accountant if you do not fully understand these regulations. More information, including the regulations promulgated under FIRPTA, is available at the website for the Internal Revenue Service, [www.irs.gov/businesses/small/international](http://www.irs.gov/businesses/small/international)
2. The transferee is required to retain this certification until the end of the fifth taxable year following the taxable year in which the transfer takes place. The transferee must make this certification available to the Internal Revenue Service when requested in accordance with the requirements of 26 U.S.C 6001 and regulations thereunder.



FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980

SIGNATURE PAGE

EDWIN C. SCHUETT, AS PERSONAL  
REPRESENTATIVE OF THE ESTATE OF RALPH J.  
FRIEND, DECEASED

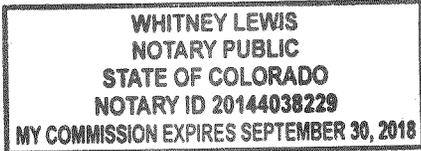
*Edwin C. Schuett, Personal Representative*

State of Colorado )  
 )ss.  
County of Denver )

Sworn to before me on this day of Sept. 5, 2018 by EDWIN C. SCHUETT, AS PERSONAL REPRESENTATIVE OF  
THE ESTATE OF RALPH J. FRIEND, DECEASED

Witness my hand and official seal

My Commission expires: 9/30/2018 *Whitney Lewis*  
Notary Public



Land Title Guarantee Company ID# 84-0572036

Closing Confirmation For 1099 Reporting

Property Address 9605 E COLFAX AVE, AURORA, CO 80010

Commitment No. 70581482

Escrow # 70581482

Date of Closing 9/5/2018

Closer Colin Snody

1099-S Proceeds from Real Estate Transactions

<input checked="" type="checkbox"/> Sale	<input type="checkbox"/> Refi	<input type="checkbox"/> Deed in Lieu	<input type="checkbox"/> Exchange	<input type="checkbox"/> Corporation	<input type="checkbox"/> Government	<input type="checkbox"/> Exempt
--	-------------------------------	---------------------------------------	-----------------------------------	--------------------------------------	-------------------------------------	---------------------------------

Transferor's name: EDWIN C. SCHUETT, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RALPH J. FRIEND, DECEASED	Date of Closing: 9/5/2018
Transferor's SSN# or Federal ID#: 81-6654610	Transferor's Share of Sales Price (if less than 100%) \$1,250,000.00
Forwarding Street Address (including apt. no.): 4780 S. Sherman St. Englewood, CO 80113	Sales Price: \$1,250,000.00
City, State and ZIP code:	Address or legal description (including City, St, Zip): 9605 E COLFAX AVE, AURORA, CO 80010
Phone Number:	Transferor is a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust) Check box, if YES <input type="checkbox"/>
Buyer's part of real estate tax \$	Transferor received property or services as part of consideration: Check box, if YES <input type="checkbox"/>

Under penalties of perjury, I/we certify number(s) shown on this statement is/are my/our correct Taxpayer Identification Number(s).

(SEE ATTACHED "SIGNATURE PAGE")

**TRUSTS: IMPORTANT REPORTING INFORMATION**

**Note:** If the Seller of the property is a Trust, the Trust must furnish LTGC with an Employer Identification Number (EIN) specific to the Trust.

In the event the Trust does not have an EIN, the sale of the property must be reported under the BENEFICIARY(S) of the Trust's personal Tax Identification Number(s) (TIN). If there are multiple Beneficiaries to the trust, the sale must be reported proportionately to each of the Beneficiaries, using their personal TIN.

Only use the TIN of the Trustee(s) when the Trustee(s) is also the designated Beneficiary(s) of the Trust for tax reporting purposes.

Please note: You are required by law to provide Land Title Guarantee Company with your correct Taxpayer Identification Number, and that number must correspond to the entry made in the "Transferor's Name" box. If you fail to provide Land Title Guarantee Company with the correct Taxpayer Identification Number, you may be subject to civil or criminal penalties as provided by law.



1099 IRS Reporting

SIGNATURE PAGE

EDWIN C. SCHUETT, AS PERSONAL  
REPRESENTATIVE OF THE ESTATE OF RALPH J.  
FRIEND, DECEASED

*Edwin C. Schuett, Personal Representative*

## Information with Respect to a Conveyance of a Colorado Real Property Interest

<b>1. Transferor's Name</b> EDWIN C. SCHUETT, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RALPH J. FRIEND, DECEASED			
Address		City, State and Zip	
Spouse's Name			
Address		City, State and Zip	
<b>2. Transferor is (check one):</b> <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Estate <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other (specify)			If other, please specify:
3. SSN	Colorado Account Number	4. FEIN 81-6654610	
5. Type of property sold Commercial		Date of closing (MM/DD/YY)	
7. Address or legal description of property sold 9605 E COLFAX AVE		City, State and Zip AURORA, CO 80010	
8. Selling price of the property			\$1,250,000.00
9. Selling price of this transferor's interest			\$1,300,000.00
10. If Colorado tax was withheld, check this box <input type="checkbox"/>			
11. Amount of tax withheld			\$0.00
12. If withholding is not made, give reason (check one):			
a. Affirmation of Colorado residency signed			<input checked="" type="checkbox"/>
b. Affirmation of permanent place of business signed			<input type="checkbox"/>
c. Affirmation of principal residence signed			<input type="checkbox"/>
d. Affirmation of partnership signed			<input type="checkbox"/>
e. Affirmation of no tax reasonably estimated to be due to no gain on sale signed			<input type="checkbox"/>
f. No net proceeds			<input type="checkbox"/>
12. Title Insurance Company Land Title Guarantee Company		Phone Number (303) 331-6234	
Address 3033 EAST FIRST AVENUE, SUITE 600		City DENVER	State Colorado
			Zip 80206
File this form together with DR 1079, if applicable, within 30 days of the closing date with the <b>Colorado Department of Revenue</b> Denver, CO 80261-0005			



### Affirmation of Colorado Residency

I (we) hereby affirm that I am (we are) the transferor(s) or the fiduciary of the transferor of the property described on this DR 1083 and that as of the date of closing I am (we are) or the estate or the trust is a resident of the State of Colorado.

**Signed under the penalty of perjury**

Signature of transferor or fiduciary <i>Edwin Schubert, Personal Representative</i>	Date (MM/DD/YY)
Spouse's signature (if applicable)	Date (MM/DD/YY)

### Affirmation of Permanent Place of Business

I hereby affirm that the transferor of the property described on this DR 1083 is a corporation which maintains a permanent place of business in Colorado.

**Signed under the penalty of perjury.**

Signature of corporate officer	Date (MM/DD/YY)
--------------------------------	-----------------

### Affirmation of Sale by Partnership

I hereby affirm that the transfer of property described on this DR 1083 was sold by an organization defined as a partnership under section 761(a) of the Internal Revenue Code and required to file an annual federal partnership return of income under section 6031(a) of the Internal Revenue Code.

**Signed under the penalty of perjury.**

Signature of general partner	Date (MM/DD/YY)
------------------------------	-----------------

### Affirmation of Principal Residence

I hereby affirm that I am (we are) the transferor(s) of the property described on this DR 1083 and immediately prior to the transfer it was my (our) principal residence which could qualify for the exclusion of gain provision of section 121 of the Internal Revenue Code.

**Signed under the penalty of perjury.**

Signature of transferor	Date (MM/DD/YY)
Spouse's signature (if applicable)	Date (MM/DD/YY)

### Affirmation of No Reasonably Estimated Tax to be Due

I hereby affirm that I am (we are) the transferor(s) or an officer of the corporate-transferor or a fiduciary of the estate or trust-transferor of the property described on the front side of this form, and I (we) further affirm that there will be no Colorado income tax reasonably estimated to be due on the part of the transferor(s) as a result of any gain realized on the transfer.

**Please understand before you sign this affirmation that nonresidents of Colorado are subject to Colorado tax on gains from the sale of Colorado real estate to the extent such gains are included in federal taxable income.**

**Signed under the penalty of perjury.**

Signature of transferor, officer or fiduciary	Date (MM/DD/YY)
Spouse's signature (if applicable)	Date (MM/DD/YY)

## Agreement for Taxes

It is hereby understood and agreed between the Buyer(s) and Seller(s) of the property known as: **9605 E COLFAX AVE, AURORA, CO 80010**

**Tax Schedule Number: 0182334331011**

**Current Year Taxes have been adjusted as of the date of closing based on Assessed Value and Mill Levy**

**Land Assessment 2018: \$41,630.00**

**Improvement Assessment 2018: \$162,730.00**

**Mill Levy 2017: 105.0970**

**Percentage of Tax: 100.000%**

**Total Estimated Taxes: \$21,477.62**

Other:

This adjustment shall be:

A final settlement.

Re-adjusted between the Buyer(s) and Seller(s) as soon as the taxes have been billed by the County Treasurer. If a re-adjustment is necessary, Land Title Guarantee Company will not make or be responsible for this re-adjustment.

It is further understood and agreed between the Buyer(s) and Seller(s) that:

No governmental body taxing authority has certified an assessment lien to the County Treasurer for special improvements installed prior to the date of the Buyer's execution of the Agreement for Purchase.

Special Taxing District Assessments being paid in annual installments are to be assumed by the Buyer(s), with current annual assessments in the amount of **\$0.00**, with the total payoff amount of this assessment being **\$0.00**. This assessment will be fully paid on \_\_\_\_\_

Note: Land Title Guarantee Company and/or its underwriter assumes no responsibility or any liability for the adjustment of special taxes on assessments unless they are shown on the County Treasurer's Certificate of Taxes Due. Any adjustment shall be made between the Buyer's and Seller(s), if necessary, and Land Title Guarantee Company, or its underwriter will not make or be responsible for the re-adjustment or liability in connection therewith.

This Agreement made and executed this day of 9-5-2018

(SEE ATTACHED "SIGNATURE PAGE")



**Tax Agreement**

**SIGNATURE PAGE**

**Seller(s)**

**EDWIN C. SCHUETT, AS PERSONAL  
REPRESENTATIVE OF THE ESTATE OF RALPH J.  
FRIEND, DECEASED**

*Edwin C. Schuett, Personal  
Representative*

**Buyer(s)**

**JESUS ON COLFAX MINISTRIES, A COLORADO  
NONPROFIT CORPORATION**

**By: \_\_\_\_\_  
SHAWN SIKKEMA, BOARD MEMBER**

**Tax Agreement**

**SIGNATURE PAGE**

**Seller(s)**

**EDWIN C. SCHUETT, AS PERSONAL  
REPRESENTATIVE OF THE ESTATE OF RALPH J.  
FRIEND, DECEASED**

---

**Buyer(s)**

**JESUS ON COLFAX MINISTRIES, A COLORADO  
NONPROFIT CORPORATION**

**By:**

  
\_\_\_\_\_  
**SHAWN SIKKEMA, BOARD MEMBER**

**UTILITY AGREEMENT**

At the closing of **9605 E COLFAX AVE, AURORA, CO 80010** (Property Address)

**IT IS THE SELLER(S) RESPONSIBILITY** to call the gas and/or electric company for a final reading and to give them a forwarding address for the final bill. It is also the Seller(s) responsibility to notify the telephone company, cable company, trash company and present insurance agent.

**IT IS THE BUYER(S) RESPONSIBILITY** to call the gas and/or electric company, giving them the personal information they may require for their records, the telephone company, the trash company and the cable company to put service into your name(s) with the correct mailing address, if different than the property just purchased.

**\$300.00** is being escrowed from the Seller(s) for the final **water/sewer** Account # **Aurora Water Account 359101-9422**

**Seller shall order all applicable final bills and guarantees payment of the same.**

---

This Agreement was made and executed this day of 9-5-2018

(SEE ATTACHED "SIGNATURE PAGE")



Utility Agreement-Commercial

SIGNATURE PAGE

SELLER(S)

EDWIN C. SCHUETT, AS PERSONAL REPRESENTATIVE OF  
THE ESTATE OF RALPH J. FRIEND, DECEASED

*Edwin C. Schuett Personal  
Representative*

BUYER(S)

JESUS ON COLFAX MINISTRIES, A COLORADO NONPROFIT  
CORPORATION

By: \_\_\_\_\_

SHAWN SIKKEMA, BOARD MEMBER

**Utility Agreement-Commercial**

**SIGNATURE PAGE**

**SELLER(S)**

**EDWIN C. SCHUETT, AS PERSONAL REPRESENTATIVE OF  
THE ESTATE OF RALPH J. FRIEND, DECEASED**

---

**BUYER(S)**

**JESUS ON COLFAX MINISTRIES, A COLORADO NONPROFIT  
CORPORATION**

**By:**

  
**SHAWN SIKKEMA, BOARD MEMBER**

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## DISCLOSURES

The undersigned hereby acknowledge that they understand and agree to the following provisions:

### Laws Relating to Unclaimed Funds

All parties are hereby advised that checks issued by Land Title Guarantee Company ("Land Title") and not cashed by the payee are subject to laws of escheat and/or unclaimed property. Should Land Title transfer such funds to a state office, pursuant to such laws, Land Title shall be released from all further responsibility under this agreement and shall not be liable to any Party.

### FDIC Limit Notice

The insurance coverage provided by the Federal Deposit Insurance Corporation protects a depositor up to cumulative maximum deposit of \$250,000.00 for each insured financial institution. Ownership is determined by the deposit records of the financial institution and/or the records of the named custodian of any escrow accounts. Land Title and its underwriter assume no responsibility for nor will the undersigned hold same liable for any loss which arises from the fact that the amount of the above deposit may cause the aggregate amount of any individual depositor's accounts to exceed \$250,000.00.

### Funds Held by Land Title

Land Title shall deposit all funds received pursuant to any closing and settlement services separate and apart from the assets of the company, in an account designated as an escrow account or custodial account and so recognized by the depository institution in the name of Land Title as Escrow Agent (Escrow Account). Similar deposits from other customers conducting other real estate transactions are included in this Escrow Account. The majority of these funds are received at closing and on completion of the transaction, are disbursed for the benefit of the seller, buyer or in the case of a refinance, for the benefit of the owner.

Land Title will pay any and all costs associated with the use of the Escrow Account, but in order to help keep settlement costs and fees down, Land Title may arrange for the bank to provide it with a number of services at a reduced rate, or at no charge, or may earn interest on the Escrow Account balance. Interest earned, if any, shall be paid to Land Title. In no event will any such arrangement restrict or limit in any way the disbursement of the funds you deposit in accordance with the instructions given by you and the Statement of Settlement relating to your transaction.

**The party for whose benefit the funds are disbursed (most often the seller or owner, in the case of a refinance) may elect to have a portion of the interest earned on the fiduciary funds in the Escrow Account paid to that party. If the seller or owner makes this election, please (i) inform Land Title immediately, (ii) check the box provided below on this form and (iii) complete an IRS Form W-9 (which will be provided by Land Title).** It is important to know that the fiduciary funds cannot be placed in a separate interest bearing account for that party's benefit until Land Title is in receipt of all required forms. A non-refundable administrative fee of \$50.00 will be collected by Land Title as compensation for processing the documentation, set up and transfer of funds to the separate account, maintaining of audit and reconciliation records and coordinating the tax documentation.

Authorized and accepted this day of 9-5-2018.

(SEE ATTACHED "SIGNATURE PAGE")

If the election is made to have a portion of the interest earned on the fiduciary funds in the Escrow Account paid to you, please check the appropriate box below.

- Seller hereby elects to have Seller's fiduciary funds invested and agrees to the administrative fee of \$50.00.
- Buyer hereby elects to have Buyer's fiduciary funds invested and agrees to the administrative fee of \$50.00.
- Owner (Refinance) hereby elects to have Owner's fiduciary funds invested and agrees to the administrative fee of \$50.00.



Disclosures and Fiduciary Funds

SIGNATURE PAGE

Seller(s):

EDWIN C. SCHUETT, AS PERSONAL  
REPRESENTATIVE OF THE ESTATE OF RALPH J.  
FRIEND, DECEASED

*Edwin C. Schuett, Personal  
Representative*

Buyer(s):

JESUS ON COLFAX MINISTRIES, A COLORADO  
NONPROFIT CORPORATION

By: \_\_\_\_\_  
SHAWN SIKKEMA, BOARD MEMBER

**Disclosures and Fiduciary Funds**

**SIGNATURE PAGE**

**Seller(s):**

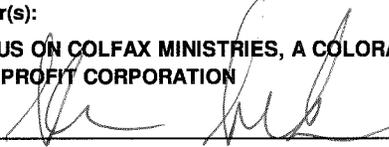
**EDWIN C. SCHUETT, AS PERSONAL  
REPRESENTATIVE OF THE ESTATE OF RALPH J.  
FRIEND, DECEASED**

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**Buyer(s):**

**JESUS ON COLFAX MINISTRIES, A COLORADO  
NONPROFIT CORPORATION**

**By:**

  
\_\_\_\_\_  
**SHAWN SIKKEMA, BOARD MEMBER**

Probate Court Denver County, State of Colorado Court Address: 1437 Bannock Street, Room 230 Denver, Colorado 80202	DATE FILED: July 8, 2016 Case Number: 2016PR30728 Division                      Courtroom
In the Matter of the Estate of:  Ralph J. Friend, a/k/a Ralph Joseph Friend and Ralph Friend,  Deceased	
<b>LETTERS TESTAMENTARY</b>	

Edwin C. Schuett (name) was appointed or qualified by this Court or its Registrar on July 8, 2016 (date) as:

- Personal Representative.  
 Successor Personal Representative.

LETTERS EXPIRE July 8, 2019

The Decedent died on May 3, 2016 (date).

These Letters are proof of the Personal Representative's authority to act pursuant to §15-12-701, et seq, C.R.S. except for the following restrictions, if any: NONE

Date: July 8, 2016

[Signature]  
 Probate Registrar (Deputy) Clerk of Court

**CERTIFICATION**

Certified to be a true copy of the original in my custody and to be in full force and effect as of 8/22/18 (date).

[Signature]  
 Probate Registrar (Deputy) Clerk of Court

Closure of Estate: The Personal Representative (PR) may close an estate informally by submitting JDF-965 or close an estate formally through formal closure procedures to receive a Decree of Discharge. The Court will consider the estate closed if no action is taken for three years. STATUTORY LIMITS ON PROCEEDINGS AGAINST THE PR DO NOT TAKE EFFECT UNLESS THE ESTATE HAS BEEN CLOSED. C.R.S. 15-12-1004, 1005, 1006, 1009.



**PERSONAL REPRESENTATIVE'S DEED  
(Testate Estate)**

This deed, made this 5<sup>th</sup> day of September, 2018, by Edwin C. Schuett as Personal Representative of the Estate of Ralph J. Friend, a/k/a Ralph Joseph Friend and Ralph Friend, Deceased, grantor, to Jesus on Colfax Ministries, a Colorado Nonprofit Corporation, whose legal address is 16473 E. Prentice Avenue, Centennial, Colorado 80015, grantee.

*Doc Fee \$125.00*

Whereas, the above-named decedent in his lifetime made and executed his Last Will and Testament, dated November 11, 2014, as amended by Codicil dated March 1, 2016, which Will and Codicil was duly admitted to informal probate on July 8, 2016, by the Denver Probate Court in and for the City and County of Denver, State of Colorado, Probate No. 2016PR30728; and

Whereas, grantor was duly appointed Personal Representative of said Estate on July 8, 2016, and is now qualified and acting in said capacity;

Now, therefore, pursuant to the powers conferred upon grantor by the Colorado Probate Code, grantor does hereby sell, convey, assign, transfer and set over unto grantee, his heirs, successors and assigns, forever, for and in consideration of One Million Two Hundred Fifty Thousand and no cents (\$1,250,000.00), the receipt and sufficiency of which is hereby acknowledged, all the right, title, interest, claim and demand which grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, legally described as follows:

LOTS 20, 21, 22 AND 23, EXCEPT THE WESTERLY 25 FEET OF LOTS 22 AND 23;  
ALSO THE WESTERLY 8 FEET OF LOTS 24, 25, 26 AND 27, BLOCK 25, AURORA,  
COUNTY OF ADAMS,  
STATE OF COLORADO

also known by street and number as: 9605 E. Colfax Avenue, Aurora, Colorado 80010  
assessor's schedule or parcel number: 0182334331011

To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of grantor, either in law or equity, to the only proper use, benefit and behoof of grantee, his heirs, successors and assigns, subject to taxes and assessments for 2018 and subsequent years and easements, restrictions, reservation and rights-of-way of record.

In witness whereof, grantor has executed this deed on the date set forth above.

*Edwin C. Schuett Personal Representative*  
Edwin C. Schuett as Personal Representative  
of the Estate of Ralph J. Friend, a/k/a  
Ralph Joseph Friend and Ralph Friend, Deceased, Grantor

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF Denver     )

The foregoing instrument was acknowledged before me by Edwin C. Schuett as Personal Representative of the Estate of Ralph J. Friend, a/k/a Ralph Joseph Friend and Ralph Friend, Deceased on this 5<sup>th</sup> day of September, 2018.

Witness my hand and official seal.  
My Commission Expires: 9/30/2018

**WHITNEY LEWIS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20144038229  
MY COMMISSION EXPIRES SEPTEMBER 30, 2018**

*Whitney Lewis*  
Notary Public

70581492 

When recorded return to:  
Edwin J. Schuett, Personal Representative  
4780 S Sherman St  
Englewood, CO 80113

**DEED OF TRUST**  
(Due on Transfer – Strict)



82  
70581468

THIS DEED OF TRUST is made this 5th day of September, 2018 between JESUS ON COLFAX MINISTRIES, a Colorado non-profit corporation (Borrower), whose address is 16473 E. Prentice Ave., Centennial, Colorado 80015 and the Public Trustee of Adams County, Colorado (Trustee); for the benefit of ESTATE OF RALPH J. FRIEND, DECEASED (Lender) whose address is 4780 S Sherman St, Englewood, CO 80113.

Borrower and Lender covenant and agree as follows:

**1. Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the County of Adams, State of Colorado:

LOTS 20, 21, 22 AND 23, EXCEPT THE WESTERLY 25 FEET OF LOTS 22 AND 23; ALSO THE WESTERLY 8 FEET OF LOTS 24, 25, 26 AND 27, BLOCK 25, AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

Parcel ID: 0182334331011

Also known and numbered as 9605 East Colfax Avenue, Aurora, CO 80010

together with all its appurtenances (Property).

**2. Note: Other Obligations Secured.** This Deed of Trust is given to secure to Lender:

**2.1.** the repayment of the indebtedness evidenced by Borrower's note (Note) dated September 5, 2018 in the principal sum of Nine Hundred Seventy Thousand Dollars (\$970,000), with interest on the unpaid principal balance from September 5, 2018, until paid, at the rate of five percent (5.0%) per annum. Interest only payments shall commence April 1, 2019 and the entire unpaid balance of principal and accrued interest under this Note shall be paid in full on September 5, 2023. If not paid when due this Note bears interest at the rate of twelve percent (12%). Borrower is to pay to Lender a late charge of five percent (5%) of any payment not received by Lender within five (5) days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty.

**2.2.** the payment of all other sums, with interest thereon at twelve percent (12%) per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

**2.3.** the performance of the covenants and agreements of Borrower

herein contained.

**3. Title.** Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date; and subject to matters of record.

**4. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

**5. Application of Payments.** All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to § 23 (Escrow Funds for Taxes and Insurance if applicable), then to amounts disbursed by Lender pursuant to § 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

**6. Prior Mortgages and Decds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in § 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

**7. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a) the insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

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. Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided said restoration or repair is economically feasible and the security of this Deed of Trust is not

thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if

Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is

acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

**8. Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

**9. Protection of Lender's Security.** Except when Borrower has exercised Borrower's rights under § 6 above, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

- 9.1. any general or special taxes or ditch or water assessments levied or accruing against the Property;
- 9.2. the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
- 9.3. sums due on any prior lien or encumbrance on the Property;
- 9.4. if the Property is a leasehold or is subject to a lease, all sums due under such lease;
- 9.5. the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal

fees, court costs, attorney fees and costs, and fees and costs  
of an attorney in the employment of Lender or holder of the  
certificate of purchase;

9.6. all other costs and expenses allowable by the evidence of debt or  
this Deed of Trust; and

9.7. such other costs and expenses which may be authorized by a court  
of competent jurisdiction.

Borrower hereby assigns to Lender any right Borrower may have by reason of any  
prior encumbrance on the Property or by law or otherwise to cure any default under said  
prior encumbrance.

Any amounts disbursed by Lender pursuant to this § 9, with interest thereon, shall  
become additional indebtedness of Borrower secured by this Deed of Trust. Such  
amounts shall be payable upon notice from Lender to Borrower requesting payment  
thereof, and Lender may bring suit to collect any amounts so disbursed plus interest  
specified in § 2.2 (Note: Other Obligations Secured). Nothing contained in this § 9 shall  
require Lender to incur any expense or take any action hereunder.

10. **Inspection.** Lender may make or cause to be made reasonable entries upon  
and inspection of the Property, provided that Lender shall give Borrower notice prior to  
any such inspection specifying reasonable cause therefore related to Lender's interest in  
the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct  
or consequential, in connection with any condemnation or other taking of the Property, or  
part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be  
paid to Lender as herein provided. However, all of the rights of Borrower and Lender  
hereunder with respect to such proceeds are subject to the rights of any holder of a prior  
deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the  
sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event  
of a partial taking of the Property, the proceeds remaining after taking out any part of the  
award due any prior lien holder (net award) shall be divided between Lender and  
Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust  
immediately prior to the date of taking bears to Borrower's equity in the Property  
immediately prior to the date of taking. Borrower's equity in the Property means the fair  
market value of the Property less the amount of sums secured by both this Deed of Trust  
and all prior liens (except taxes) that are to receive any of the award, all at the value  
immediately prior to the date of taking.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower  
that the condemnor offers to make an award or settle a claim for damages, Borrower fails  
to respond to Lender within 30 days after the date such notice is given, Lender is  
authorized to collect and apply the proceeds, at Lender's option, either to restoration or  
repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due  
date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23  
(Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. **Borrower not Released.** Extension of the time for payment or

modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

**13. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

**14. Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**15. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of § 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

**16. Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

**17. Governing Law; Severability.** The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

**18. Acceleration; Foreclosure; Other Remedies.** Except as provided in § 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under § 6 above), at Lender's option, all of the sums secured by this Deed of Trust 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 Deed of Trust, including, but not limited to, reasonable attorney's fees.

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 168 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 Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

**19. 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 interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust 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.

**20. 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 § 18 (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 § 18 (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 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 under § 18 (Acceleration; Foreclosure; Other Remedies) 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 or the receiver shall be applied, first to payment of the costs of preservation and management of the Property, second to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account

only for those rents actually received.

**21. Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with § 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

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

**23. Escrow Funds for Taxes and Insurance.** If Borrower shall fail to pay when due amounts payable for Taxes and Insurance, Lender may require Borrower to pay to Lender, on each day the quarterly installments of interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by Lender in trust for the benefit of Borrower and deposited in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured by this Deed of Trust is subject to RESPA or other laws regulating Escrow Accounts, such deficiency, surplus or any other required adjustment shall be paid, credited or adjusted in compliance with such applicable laws.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds held by Lender. If under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**24. Transfer of the Property; Assumption.** The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion

thereof, legal or equitable) of the Property (or any part thereof or interest therein); (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein); (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of 3 years; (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Borrower and (v) the reorganization, liquidation or dissolution of Borrower. Not to be included as a Transfer are (x) the creation of a lien or encumbrance subordinate to this Deed of Trust; (y) the creation of a purchase money security interest for household appliances; or (z) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. It shall not be considered a "Transfer" for the purpose of this section for a single transfer or conveyance of title of the Property to a non-profit entity under the control or direction of Shawn Sikkema, provided that such non-profit entity shall also agree to perform and be bound by the covenants, conditions and restrictions of this Deed of Trust and the Note secured thereby. At the election of Lender, in the event of each and every Transfer:

**24.1.** All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

**24.2.** If a Transfer occurs and should Lender not exercise Lender's option pursuant to this § 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to Borrower deal with Transferee in the same manner as with Borrower with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging Borrower's liability hereunder for the obligations hereby secured.

**24.3.** Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to § 24.2 above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

**25. Borrower's Copy.** Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY BORROWER.

September 5, 2018

Jesus on Colfax Ministries  
A Colorado non-profit corporation



# REAL PROPERTY TRANSFER DECLARATION - (TD-1000)

## GENERAL INFORMATION

**Purpose:** The Real Property Transfer Declaration provides essential information to the county assessor to help ensure fair and uniform assessments for all property for property tax purposes. Refer to 39-14-102(4), Colorado Revised Statutes (C.R.S.).

**Requirements:** All conveyance documents (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This declaration must be completed and signed by the grantor (seller) or grantee (buyer). Refer to 39-14-102(1)(a), C.R.S.

**Penalty for Noncompliance:** Whenever a Real Property Transfer Declaration does not accompany the deed, the clerk and recorder notifies the county assessor who will send a notice to the buyer requesting that the declaration be returned within thirty days after the notice is mailed.

If the completed Real Property Transfer Declaration is not returned to the county assessor within the 30 days of notice, the assessor may impose a penalty of \$25.00 or .025% (.00025) of the sale price, whichever is greater. This penalty may be imposed for any subsequent year that the buyer fails to submit the declaration until the property is sold. Refer to 39-14-102(1)(b), C.R.S.

**Confidentiality:** The assessor is required to make the Real Property Transfer Declaration available for inspection to the buyer. However, it is only available to the seller if the seller filed the declaration. Information derived from the Real Property Transfer Declaration is available to any taxpayer or any agent of such taxpayer subject to confidentiality requirements as provided by law. Refer to 39-5-121.5, C.R.S. and 39-13-102(5)(c), C.R.S.

1. Address and/or legal description of the real property sold: Please do not use P.O. Box numbers

**9605 E COLFAX AVE, AURORA, CO 80010**

2. Type of Property purchased:  Single Family Residential  Townhome  Condominium  Multi-Unit Res  Commercial  
 Industrial  Agricultural  Mixed Use  Vacant Land  Other \_\_\_\_\_

3. Date of Closing: 9/5/2018

Date of Contract if different than date of closing: **April 09, 2018**

4. Total sale price: Including all real and personal property. **\$1,250,000.00**

5. Was any personal property included in the transaction? Personal property would include, but not limited to, carpeting, draperies, free standing appliances, equipment, inventory, furniture. If the personal property is not listed, the entire purchase price will be assumed to be for the real property as per 39-13-102, C.R.S.

Yes  No If yes, approximate value \$ \_\_\_\_\_ Describe: \_\_\_\_\_

6. Did the total sales price include a trade or exchange of additional real or personal property? If yes, give the approximate value of the goods or services as of the date of closing.

Yes  No If yes, value \$ \_\_\_\_\_  
If yes, does this transaction involve a trade under IRS Code Section 1031?  Yes  No

7. Was 100% interest in the real property purchased? Mark "no" if only a partial interest is being purchased.

Yes  No If no, interest purchased: \_\_\_\_\_ %

8. Is this a transaction among related parties? Indicate whether the buyer or seller are related. Related parties include persons within the same family, business affiliates, or affiliated corporations.

Yes  No

9. Check any of the following that apply to the condition of the improvements at the time of purchase:

New  Excellent  Good  Average  Fair  Poor  Salvage

If the property is financed, please complete the following:

10. Total amount financed: **\$970,000.00**

11. Type of financing: (Check all that apply)

New  Assumed  Seller  Third Party  Combination; Explain

12. Terms:

Variable Starting interest rate % \_\_\_\_\_

Fixed Interest rate % \_\_\_\_\_

Length of time \_\_\_\_\_ years

Balloon Payment  Yes  No If yes, amount \$0.00 Due Date \_\_\_\_\_



13. Mark any that apply:

- Seller assisted down payment
- Seller concessions
- Special terms of financing.

If marked, please specify: \_\_\_\_\_

For properties other than residential (Residential is defined as: single family detached, townhomes, apartments, and condominiums) please complete questions 14-16 if applicable. Otherwise, skip to #17 to complete.

14. Did the purchase price include a franchise or license fee?  Yes  No

If yes, franchise or license fee value? \_\_\_\_\_

15. Did the purchase price involve an installment land contract?  Yes  No

If yes, date of contract: \_\_\_\_\_

16. If this was a vacant land sale, was an on-site inspection of the property conducted by the buyer prior to the closing?

Yes  No

Remarks: Please include any additional information concerning the sale you may feel is important.

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17. Signed on this day of 9/5/2018

Have at least one of the parties to the transaction sign the document, and include an address and a daytime phone number.

Signature of  Grantee(Buyer)  or Grantor(Seller)

(SEE ATTACHED "SIGNATURE PAGE")

18. All future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:

**JESUS ON COLFAX MINISTRIES, A COLORADO NONPROFIT CORPORATION**

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Real Property Transfer Declaration**

**SIGNATURE PAGE**

**JESUS ON COLFAX MINISTRIES, A COLORADO  
NONPROFIT CORPORATION**

By: \_\_\_\_\_

**SHAWN SIKKEMA, BOARD MEMBER**

When recorded return to:  
Edwin J. Schuett, Personal Representative  
4780 S Sherman St  
Englewood, CO 80113

**DEED OF TRUST**  
(Due on Transfer - Strict)



THIS DEED OF TRUST is made this 5th day of September, 2018 between JESUS ON COLFAX MINISTRIES, a Colorado non-profit corporation (Borrower), whose address is 16473 E. Prentice Ave., Centennial, Colorado 80015 and the Public Trustee of Adams County, Colorado (Trustee); for the benefit of ESTATE OF RALPH J. FRIEND, DECEASED (Lender) whose address is 4780 S Sherman St, Englewood, CO 80113.

Borrower and Lender covenant and agree as follows:

1. **Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the County of Adams, State of Colorado:

LOTS 16, 17 AND 18 AND THE NORTH 5 FEET OF LOT 19, BLOCK 25, AURORA, EXCEPT THE REAR OR EASTERLY 8 FEET THEREOF, COUNTY OF ADAMS, STATE OF COLORADO

Parcel ID: 0182334331009

Also known and numbered as 1526 N. Dallas Street, Aurora, CO 80010

together with all its appurtenances (Property).

2. **Note: Other Obligations Secured.** This Deed of Trust is given to secure to Lender:

2.1. the repayment of the indebtedness evidenced by Borrower's note (Note) dated September 5, 2018 in the principal sum of Thirty Thousand Dollars (\$30,000), with interest on the unpaid principal balance from September 5, 2018, until paid, at the rate of five percent (5.0%) per annum. Interest only payments shall commence on April 1, 2019 and the entire unpaid balance of principal and accrued interest under this Note shall be paid in full on September 5, 2023. If not paid when due this Note bears interest at the rate of twelve percent (12%). Borrower is to pay to Lender a late charge of five percent (5%) of any payment not received by Lender within five (5) days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty.

2.2. the payment of all other sums, with interest thereon at twelve percent (12%) per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

2.3. the performance of the covenants and agreements of Borrower

When recorded return to  
Edwin T. Schuett, Personal Representative  
4780 S Sherman St  
Englewood, CO 80113

**DEED OF TRUST**  
(Due on Transfer - Strict)



Land Title  
70381408

THIS DEED OF TRUST is made this 5th day of September, 2018 between JESUS ON COLFAX MINISTRIES, a Colorado non-profit corporation (Borrower), whose address is 16473 E. Prentice Ave., Centennial, Colorado 80015 and the Public Trustee of Adams County, Colorado (Trustee); for the benefit of ESTATE OF RALPH J. FRIEND, DECEASED (Lender) whose address is 4780 S Sherman St, Englewood, CO 80113.

Borrower and Lender covenant and agree as follows:

1. **Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the County of Adams, State of Colorado:

LOTS 20, 21, 22 AND 23, EXCEPT THE WESTERLY 25 FEET OF LOTS 22 AND 23; ALSO THE WESTERLY 8 FEET OF LOTS 24, 25, 26 AND 27, BLOCK 25, AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

Parcel ID: 0182334331011

Also known and numbered as 9605 East Colfax Avenue, Aurora, CO 80010

together with all its appurtenances (Property).

2. **Note: Other Obligations Secured.** This Deed of Trust is given to secure to Lender:

2.1. the repayment of the indebtedness evidenced by Borrower's note (Note) dated September 5, 2018 in the principal sum of Nine Hundred Seventy Thousand Dollars (\$970,000), with interest on the unpaid principal balance from September 5, 2018, until paid, at the rate of five percent (5.0%) per annum. Interest only payments shall commence April 1, 2019 and the entire unpaid balance of principal and accrued interest under this Note shall be paid in full on September 5, 2023. If not paid when due this Note bears interest at the rate of twelve percent (12%). Borrower is to pay to Lender a late charge of five percent (5%) of any payment not received by Lender within five (5) days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty.

2.2. the payment of all other sums, with interest thereon at twelve percent (12%) per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

2.3. the performance of the covenants and agreements of Borrower