

5827-072-00-006

*Karen Winford*

11

12

*Gloria*  
017  
*Eddie*

831.8'

94 AC.

WALTS CORNER

*Wayward  
Bower*

842'

018  
1782 SMR

14

125'

13

360'

PIPELINE ROAD

26467'

B-462 R-162  
6.366 AC

SMR

5827-190-00-003

143.0'

23

24

WALDRUP  
RANCH INC  
14495610

*Virginia  
Orlando*

SH 389

100'

TO

024

*Wm  
Gry*

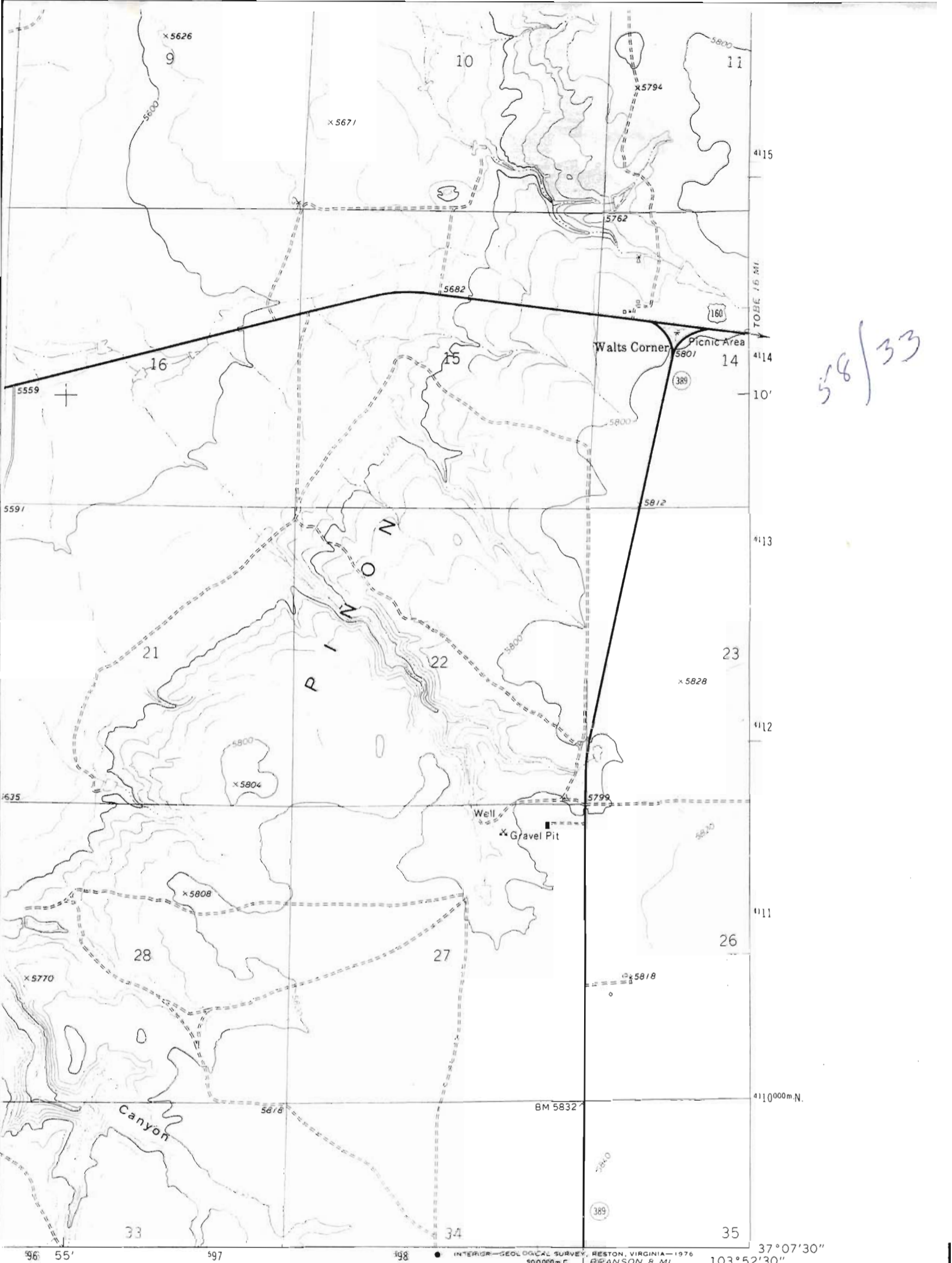
26

25

SMR

5827-300-00-003

*Virginia  
Orlando*



58/33

ROAD CLASSIFICATION

- Primary highway, hard surface
- Secondary highway, hard surface
- Interstate Route
- U. S. Route
- State Route
- Light-duty road, hard or improved surface
- Unimproved road



QUADRANGLE LOCATION

TREMENTINA CANYON, COLO.  
N3707.5-W10352.5/7.5

1972

AMS 5258 III NW-SERIES V877

18-R

(BRANSON SE)  
5258 III SE



THIS DEED, Made this 30th day of November . 19 85  
between  
Maynard Bowen and Althea Bowen

FILING STAMP  
State DEC 20 1985  
Date 2-73  
\$

of the said County of Las Animas and State of Colorado, of the first part, and  
Tony E. Bernal and Mary Jo Bernal  
whose legal address is Red Cedar Ranch, Kim, Co. 81049  
of the said Coun' of Las Animas and State of Colorado, of the second part:

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Twenty Seven Thousand Three Hundred and no 100/th----- DOLLARS

and other good and valuable considerations to the said party of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said parties of second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the following described lot-----or parcel of land, situate, lying and being in the said County of Las Animas and State of Colorado, to wit:  
A part of the S1/2NW1/4 of sec. 14, in township 33 S. of range 58 W. of the 6th P.M., lying partly N. & partly S. of US highway 160 & more particularly described as follows: Beginning at the SW corner of the SW1/4NW1/4 of sec. 14; thence E. along the S boundary line of the S1/2NW1/4 of sec. 14 a distance of 108 rods to a point; thence N on a line parallel with the W boundary line of the SE1/4NW1/4 of sec. 14 a distance of 64 rods to a point; thence W. on a line parallel with the S. boundary line of the S1/2NW1/4 of sec. 14 a distance of 108 rods to a point on the W boundary line of the SW1/4SW1/4 of sec. 14; thence S. along said boundary line 64 rods to point of beginning.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said party of the first part, for himself, his heirs, executors, and administrators, does covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the sealing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever.

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, the survivor of them, their assigns and the heirs and assigns of such survivor, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND. The singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of  
Maynard Bowen (SEAL)  
Althea Bowen (SEAL)  
(SEAL)

STATE OF COLORADO }  
County of Las Animas }  
The foregoing instrument was acknowledged before me this 30th day of November

My Commission expires May 14, 1988  
19 . Witness my hand and seal of office  
Karin J. [Signature]



IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL  
The printed portions of this form approved by the Colorado Real Estate Commission (TD 71-3-81)  
THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL TAX OR OTHER COUNSEL SHOULD BE CONSULTED  
BEFORE SIGNING.

BOOK 841 PAGE 734

THIS DEED OF TRUST is made this 30 day of November 19 85 between Tony E. Bernal  
and Mary Jo Bernal (Borrower), whose address is Red Cedar Ranch  
Kim, Co. 81049

and the Public Trustee of the County in which the Property (see paragraph 1) is situated (Trustee) for the benefit of  
Maynard Bowen and A. Chea Bowen (Lender),  
whose address is Route 1 A, Box 65 Campo, Co. 81029

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 described property located in the said County of  
Las Animas State of Colorado:

A part of the S 1/2 NW 1/4 of Section 14, in Township 33 South of Range 58  
West of the 6th P.M. Colorado, Lying partly North and partly South of U.S.  
Highway 160, and more particularly described as follows:  
Beginning at the Southwest corner of the SW 1/4 NW 1/4 of said section 14;  
thence East along the South boundary line of the S 1/2 NW 1/4 of said sec.  
14, a distance of 108 rods to a point; thence North on a line parallel with  
the West boundary line of the SE 1/4 NW 1/4 of said Section 14, a distance  
of 64 rods to a point; thence West on a line parallel with the south bound-  
ary line of the S 1/2 NW 1/4 of said Section 14, a distance of 108 rods to  
a point on the west boundary line of the SW 1/4 SW 1/4 of said section 14,  
thence South along said boundary line, 64 rods to the point of beginning.

which has the address of Walt's Trading Post  
[Street]  
[City] Colorado [Zip Code] (Property Address), together with all its  
appurtenances (Property).

1. Note; Other Obligations Secured. This Deed of Trust is given to secure to Lender  
A. the repayment of the indebtedness evidenced by Borrower's note (Note) dated November 30 85  
Seven thousand twenty-four Dollars and 90/100ths of the principal sum of  
U.S. Dollars, with interest on the unpaid principal balance from November 30 19 85 until paid, at the rate of  
0 % per annum, with principal and interest payable at Route 1 A, Box 65, Campo, Co.  
or such other place as the Lender may designate, in One payments of \$7,024.90  
Dollars (U.S. \$ 7,024.90) due on the n/a day of each n/a beginning  
19 ; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire  
principal amount outstanding and accrued interest thereon, shall be due and payable on April 30 19 86;  
and Borrower is to pay to Lender a late charge of n/a % of any payment not received by the Lender within n/a 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 pen-  
alty except none

B. the payment of all other sums, with interest thereon at 0 % per annum, disbursed by Lender in accordance with this Deed of Trust to  
protect the security of this Deed of Trust; and  
C. 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, assessments of record or in existence, and recorded declarations, restrictions, reservations and  
covenants, if any, as of this date and except: none

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 paragraph 24, Escrow Funds for Taxes and Insurance, then in amounts disbursed by Lender pursuant to paragraph 3. Protection of  
Lender's Security, and the balance in accordance with the terms and conditions of the Note.

6. Prior Mortgages and Deeds 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 paragraph 24. 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 paragraph 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.

# DEED

## PERSONAL REPRESENTATIVE'S DEED OF DISTRIBUTION

**THIS DEED** made by Karen Winford and Jerry L. Winford, as Personal Representatives of the Estate of W. H. Waldroup, deceased, GRANTORS, whose address is 9002 County Road 143.0, Branson, Colorado, to Jerry L. Winford and Karen Winford, as Personal Representatives of the Estate of Virginia E. Orsland, deceased, GRANTEES;

**WHEREAS**, Grantors are the qualified Personal Representatives of said Estate, Probate No. P-65-99, Las Animas County, Colorado; and

**WHEREAS** Grantees are entitled to any interest the Grantors have in the hereinafter described property located in Las Animas County, Colorado;

**THEREFORE**, Grantors convey, assign, transfer and release to Grantees the following real property in Las Animas County, Colorado:

SW $\frac{1}{4}$ SW $\frac{1}{4}$  Sec. 28; NE $\frac{1}{4}$ NE $\frac{1}{4}$  Sec. 32; NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$  SEC. 33; all in Township 32 S., R. 57 West of the 6th P.M.

All Sec. 3; N $\frac{1}{2}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Sec. 4; all Sec. 5; E $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ , Sec. 6; S $\frac{1}{2}$ N $\frac{1}{2}$ , S $\frac{1}{2}$ , Sec. 7; All Sec. 8; E $\frac{1}{2}$  Sec. 9; N $\frac{1}{2}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Sec. 10; All Sec. 15; All Sec. 17; All Sec. 18; N $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$  Sec. 19; N $\frac{1}{2}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ , Sec. 20; N $\frac{1}{2}$  Sec. 21; W $\frac{1}{2}$  Sec. 29; All Sec. 30; All Sec. 31; all in Township 33 S., R. 57 West of the 6th P.M.;

All Sec. 6, Township 34S, R. 57 West of the 6th P.M.;

SE $\frac{1}{4}$  Sec. 27; E $\frac{1}{2}$  Sec. 34; S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$  Sec. 35, all in Township 32 S, R. 58 West of the 6th P.M.

NW $\frac{1}{4}$  Sec. 1; NE $\frac{1}{4}$  Sec. 3; All Sec. 11; SW $\frac{1}{4}$  Sec. 12; All Sec. 13; N $\frac{1}{2}$ N $\frac{1}{2}$ , part of S $\frac{1}{2}$ N $\frac{1}{2}$  lying North of Highway 160 in Sec. 14; S $\frac{1}{2}$ , Part of S $\frac{1}{2}$ N $\frac{1}{2}$  (21 acres) lying South of Highway 160 in Sec. 14; S $\frac{1}{2}$ , and Part of N $\frac{1}{2}$  (57 acres) lying South of Highway 160 in Sec. 15; All Sec. 21; All Sec. 22; All Sec. 23; All Sec. 24; S $\frac{1}{2}$  Sec. 25; SE $\frac{1}{4}$  Sec. 26; All Sec. 27; All Sec. 28; S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$  Sec. 29; All Sec. 33; NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$  Section 34; NE $\frac{1}{4}$ , S $\frac{1}{2}$  Sec. 35; all in Township 33 S., R 58 West of the 6th Principal Meridian;

E $\frac{1}{2}$ E $\frac{1}{2}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ W $\frac{1}{2}$  Sec. 1; E $\frac{1}{2}$  Sec. 2; N $\frac{1}{2}$  Sec. 3; All Sec. 10; N $\frac{1}{2}$  Sec. 15; all in Township 34 S., R. 58 West of the 6th Principal Meridian;

Mineral rights in the N $\frac{1}{2}$  Sec. 4, Township 33 S., R. 58 West of the 6th Principal Meridian;

which property is transferred together with all appurtenances thereto;

EXECUTED this 12 day of February, 1990.

Karen Winford  
Karen Winford

Jerry L. Winford  
Jerry L. Winford

April 20, 1941  
W. H. Waldroup, Granton, Colorado

of the County of Las Animas and State of Colorado, of the first part, and  
Board of County Commissioners

of the County of Las Animas and State of Colorado, of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One dollar and other valuable considerations DOLLARS to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT-CLAIMED, and by these presents do remise, release, sell, convey and QUIT-CLAIM unto the said party of the second part, their heirs and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the said following described land situate, lying and being in the County of Las Animas, and State of Colorado, to-wit:

Description  
All that certain piece or parcel of land located in the SW 1/4 of Sec. 14, T 33 S, R 58 W, of the 6th P.M., Las Animas County, State of Colorado, being a strip of land 100 feet in width, 50 feet on either side of the following described centerline survey. Beginning at a point identical with centerline station 1224 + 04 from which point the SW corner of Sec 23, bears S 9° 50' W. a distance of 5349.78 feet; thence N 11° 46' E. a distance of 2646.7 feet to a point identical with station P.C. 1950#50.7; thence right along a curve (whose radius is 16.25 feet) a distance of 127.3 feet to a point identical with centerline station 1951 + 73, from which point the NE corner of the NE 1/4 of Sec 14 bears N 89° 30' E, a distance of 4374.17 feet. Said tract of land contains 6.366 acres, more or less, to be acquired.

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 the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF  
W. H. Waldroup (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF COLORADO,  
County of Las Animas

I Birdie Nelson, Deputy Co. Clerk in and for said Las Animas County, in the State aforesaid, do hereby certify that W. H. Waldroup

personally known to me to be the person whose name is subscribed to the aforesaid Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of April, A. D. 1941.  
Birdie Nelson  
Deputy Co. Clerk

ATTEST:  
Notary Public  
April 20, 1941, A. D. 1941, at 2:17 P. M.  
E. O. Roper  
Fred C. Holt

88584 406

Recorded at 10:46A.M. January 3, 1992  
Rec No. 59400 Bernard Gonzales, Recorder

# DEED

## QUIT CLAIM DEED

### BY PERSONAL REPRESENTATIVE

**THIS DEED** made by Karen Winford and Jerry L. Winford, as Personal Representatives of the Estate of Virginia E. Orsland, deceased, GRANTORS, whose address is 9002 County Road 143.0, Branson, Colorado, to Waldroup Ranch, Inc., a Colorado corporation, GRANTEE;

**WHEREAS**, Virginia E. Orsland, also known as Virginia E. Green and Virginia E. Waldroup, previously held certain real property to Grantee, but at the time of said deed did not have title to such property; and,

**WHEREAS** the Estate of Virginia E. Orsland, subsequent to such conveyances to Waldroup Ranch, Inc., did not have title to such property; and,

**WHEREAS** the personal representatives herein do hereby clarify the records;

**THEREFORE**, Grantors quitclaim, convey, transfer and release to Grantee all their right, title and interest in the following real property, located in Thomas County, Colorado:

SW1/4SW1/4, Sec. 26; SW1/4, Sec. 32; NE1/4, E1/2NW1/4, NW1/4NE1/4, Township 32 S., Range 107 W.

All Sec. 3; N1/2, SW1/4NE1/4, Sec. 4; NE1/4SE1/4, Sec. 4; all Sec. 5; S1/2NW1/4, Sec. 6; S1/2N1/2, S1/2, Sec. 7; all Sec. 8; E1/2NW1/4, N1/2, N1/2S1/2, S1/2SW1/4, SW1/4NE1/4, Sec. 14; S1/2, Sec. 15; all Sec. 17; all Sec. 18; S1/2, Sec. 19; N1/2, N1/2S1/2, S1/2NE1/4, Sec. 21; S1/2, Sec. 21; W1/2 Sec. 29; all Sec. 30; all Sec. 31; residence located thereon; all Sec. 32; S1/2 West of the 6th P.M.

All Sec. 6, Township 34 S., Range 107 W. of the 6th P.M.;

N1/4, Sec. 27; NW1/4, Sec. 28; SW1/4, Sec. 35, all in Township 34 S., Range 107 W. of the 6th P.M.

NW1/4, Sec. 1; NE1/4, Sec. 3; all Sec. 11; SW1/4 Sec. 12; all Sec. 13; N1/2N1/2, part of S1/2N1/2 lying north of highway 160 in Sec. 14; S1/2, part of S1/2N1/2 (21 acres) lying South of Highway 160 in Sec. 14; S1/2, and part of N1/2 (97 acres) lying South of Highway 160 in Sec. 15; all Sec. 21; all Sec. 22; all Sec. 23; all Sec. 24; S1/2, Sec. 25; SE1/4, Sec. 26; all Sec. 27 except the residence located thereon; all Sec. 28; S1/2NE1/4, NW1/4, Sec. 29; all Sec. 33; NW1/4NE1/4, NE1/4NW1/4, W1/2NW1/4, SW1/4, Sec. 34; NE1/4, S1/2, Sec. 35; all in

8884 407

Township 33 S., R. 58 West of the 6th P.M.

E1/2E1/2, W1/2NE1/4, W1/2W1/2, Sec. 1; E1/2, Sec. 2;  
N1/2, Sec. 3; all Sec. 10; N1/2, Sec. 15; all in  
Township 34 S., R. 58 West of the 6th P.M.

which property is transferred together with all appurtenances  
thereto;

EXECUTED this 30<sup>TH</sup> day of October, 1991.

Karen Winford  
Karen Winford

Jerry L. Winford  
Jerry L. Winford

STATE OF COLORADO)  
COUNTY OF LAS ANIMAS) SS.

The foregoing instrument was acknowledged before me this 30<sup>th</sup>  
day of October, 1991, by Karen Winford and Jerry L.  
Winford, personal representatives of the Estate of Virginia  
E. Orsland, a/k/a Virginia E. Waldroup, a/k/a Virginia E.  
Green, deceased.

Witness my hand and official seal.

Commission expires: 9-15-93

[Signature]  
Notary Public