

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.

**THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.**

**PROMISSORY NOTE**

U.S. \$ \_\_\_\_\_, Colorado  
Date \_\_\_\_\_

1. FOR VALUE RECEIVED, the undersigned (Borrower) promise(s) to pay

or order, (Note Holder) the principal sum of \_\_\_\_\_

U.S. Dollars. with interest on the unpaid principal balance from \_\_\_\_\_, until paid. at the rate of \_\_\_\_\_ percent per annum. Principal and interest shall be payable at \_\_\_\_\_ or such other place as the Note Holder may designate, in \_\_\_\_\_ payments of \_\_\_\_\_ Dollars (U.S. \$ \_\_\_\_\_), due on the \_\_\_\_\_ day of each \_\_\_\_\_ beginning \_\_\_\_\_. Such payments shall continue until the entire indebtedness evidenced by this Note is fully paid: provided, however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on \_\_\_\_\_.

2. Borrower shall pay to the Note Holder a late charge of \_\_\_\_\_% of any payment not received by the Note Holder within \_\_\_\_\_ days after the payment is due.

3. Payments received for application to this Note shall be applied first to the payment of late charges, if any, second to the payment of accrued interest specified above, and the balance applied in reduction of the principal amount hereof

4. If any payment required by this Note is not paid when due, or if any default under any Deed of Trust securing this Note occurs, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note Holder (Acceleration); and the indebtedness shall bear interest at the rate of \_\_\_\_\_ percent per annum from the date of default. The Note Holder shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to reasonable attorneys' fees.

5. Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time without penalty except

Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payments or change the amount of such payments.

6. Borrower and all other makers, sureties, guarantors, and endorsers hereby waive presentment, notice of dishonor and protest, and they hereby agree to any extensions of time of payment and partial payments before, at, or after maturity. This Note shall be the joint and several obligation of Borrower and all other makers, sureties, guarantors and endorsers, and their successors and assigns.

7. Any notice to Borrower provided for in this Note 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 the Borrower's address

stated below, or to such other address as Borrower may designate by notice to the Note Holder Any notice to the Note Holder shall be in writing and shall be given and be effective upon ( 1 ) delivery to Note Holder or (2) by mailing such notice by first-class U.S. mail. to the Note Holder at the address stated in the first paragraph of this Note, or to such other address as Note Holder may designate by notice to Borrower.

8. The indebtedness evidenced by this Note is secured by a Deed of Trust dated \_\_\_\_\_, and until released said Deed of Trust contains additional rights of the Note Holder. Such rights may cause Acceleration of the indebtedness evidenced by this Note. Reference is made to said Deed of Trust for such additional terms. Said Deed of Trust grants rights in the property identified as follows:

Property address: \_\_\_\_\_

\_\_\_\_\_, Colorado \_\_\_\_\_

(CAUTION: SIGN ORIGINAL NOTE ONLY/RETAIN COPY)

**IF BORROWER IS NATURAL PERSON(S):**

\_\_\_\_\_  
\_\_\_\_\_ doing business as \_\_\_\_\_

**IF BORROWER IS CORPORATION:**

ATTEST: \_\_\_\_\_  
Name of Corporation

\_\_\_\_\_ by \_\_\_\_\_  
Secretary President

(SEAL)

**IF BORROWER IS PARTNERSHIP:**

\_\_\_\_\_ Name of Partnership

\_\_\_\_\_ by \_\_\_\_\_  
General Partner

Borrower's address: \_\_\_\_\_  
\_\_\_\_\_

KEEP THIS NOTE IN A SAFE PLACE. THE ORIGINAL OF THIS NOTE MUST BE EXHIBITED TO THE PUBLIC TRUSTEE IN ORDER TO RELEASE A DEED OF TRUST SECURING THIS NOTE.