

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
2 (NTD82-10-06) (Mandatory 1-07)

3
4 **IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.**
5 **THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED**
6 **BEFORE SIGNING.**

7
8 **PROMISSORY NOTE**
9 **(UCCC - NO DEFAULT RATE)**

10
11 U.S. \$ _____, Colorado

12
13 Date: _____

14
15
16 1. FOR VALUE RECEIVED, the undersigned (Borrower) promise(s) to pay _____
17 (Note Holder) or order, the principal sum of _____ Dollars,
18 with interest on the unpaid principal balance from _____, until paid, at the rate of _____ percent per
19 annum. Principal and interest shall be payable at _____, or such other
20 place as Note Holder may designate, in _____ payments of _____ Dollars
21 (U.S. \$ _____), due on the ____ day of each _____, beginning _____. Such payments
22 shall continue until the entire indebtedness evidenced by this Note is fully paid; provided, however, if not sooner paid, the
23 entire principal amount outstanding and accrued interest thereon, shall be due and payable on _____.

24
25
26
27
28 2. Borrower shall pay to Note Holder a late charge of ____ % of any payment not received by Note Holder within ____
29 days after the payment is due.

30
31 3. Payments received for application to this Note shall be applied first to the payment of late charges, if any, second to the
32 payment of accrued interest specified above, and the balance applied in reduction of the principal amount hereof.

33
34 4. If any payment required by this Note is not paid when due, the entire principal amount outstanding and accrued interest
35 thereon shall become due and payable at the option of Note Holder (Acceleration) twenty days after notice of Acceleration has
36 been given. This time period shall run concurrently with the right to cure, if any, allowed by the Uniform Consumer Credit
37 Code. Such notice of Acceleration shall specify the amount of the nonpayment plus any unpaid late charges and other costs,
38 expenses and fees due under this Note. Until the expiration of said twenty-day period, Borrower may cure all defaults
39 consisting of a failure to make required payments by tendering the amounts of all unpaid sums due at the time of tender,
40 without Acceleration, as specified by Note Holder in such notice. Cure restores Borrower to Borrower's rights under this Note
41 as though defaults had not occurred. Any defaults under this Note occurring within twelve months after Note Holder has once
42 given a notice of Acceleration, entitles Borrower to no right to cure, except as otherwise provided by law. Note Holder shall be
43 entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to reasonable attorneys'
44 fees.

45
46 5. Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time without penalty.
47 Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any
48 subsequent payments or change the amount of such payments.

49
50 6. Borrower and all other makers, sureties, guarantors, and endorsers hereby waive presentment, notice of dishonor and
51 protest, and they hereby agree to any extensions of time of payment and partial payments before, at, or after maturity. This
52 Note shall be the joint and several obligation of Borrower and all other makers, sureties, guarantors and endorsers, and their
53 successors and assigns.

54
55 7. Any notice to Borrower provided for in this Note shall be in writing and shall be given and be effective upon (a) delivery to
56 Borrower or (b) by mailing such notice by first class U. S. mail, addressed to Borrower at Borrower's address stated below, or
57 to such other address as Borrower may designate by notice to Note Holder. Any notice to Note Holder shall be in writing and
58 shall be given and be effective upon (a) delivery to Note Holder or (b) by mailing such notice by first class U.S. mail to Note

59 Holder at the address stated in the first paragraph of this Note, or to such other address as Note Holder may designate by notice
60 to Borrower.

61
62 8. The indebtedness evidenced by this Note is secured by a Deed of Trust dated _____, and
63 until released said Deed of Trust contains additional rights of Note Holder. Such rights may cause Acceleration of the
64 indebtedness evidenced by this Note. Reference is made to said Deed of Trust for such additional terms. Said Deed of Trust
65 grants rights in the following legally described property located in the _____ County of _____,
66 State of Colorado:

67
68
69 known as No. _____ (Property Address).
70 _____
71 Street Address City State Zip
72

73 (CAUTION: SIGN ORIGINAL NOTE ONLY/RETAIN COPY)

74
75 IF BORROWER IS NATURAL PERSON(S):
76
77 _____
78 _____
79 _____
80 doing business as _____
81

82 IF BORROWER IS CORPORATION:

83
84 ATTEST: _____
85 Name of Corporation
86
87 _____ By _____
88 Secretary President
89

90 (SEAL)

91 IF BORROWER IS PARTNERSHIP:
92 _____
93 Name of Partnership
94
95 By _____
96 General Partner
97
98

99 Borrower's address: _____
100 _____
101 _____
102

103
104 KEEP THIS NOTE IN A SAFE PLACE. THE ORIGINAL OF THIS NOTE MUST BE EXHIBITED TO THE
105 PUBLIC TRUSTEE IN ORDER TO RELEASE A DEED OF TRUST SECURING THIS NOTE.