

1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
2 (NTD81-10-06) (Mandatory 1-07)

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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
10 U.S. \$ _____,
11 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
18 _____ Dollars, with interest on the unpaid principal balance
19 from _____, until paid, at the rate of _____ percent per annum. Principal and interest shall be payable at
20 _____, or such other place as Note Holder may designate, in _____
21 payments of _____ Dollars (U.S. \$ _____), due on the _____
22 day of each _____, beginning _____. Such payments shall continue until the entire indebtedness
23 evidenced by this Note is fully paid; provided, however, if not sooner paid, the entire principal amount outstanding and accrued
24 interest thereon, shall be due and payable on _____.

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26
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29 2. Borrower shall pay to Note Holder a late charge of _____ % of any payment not received by Note Holder within _____
30 days after the payment is due.

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

35
36 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,
37 the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of Note
38 Holder (Acceleration); and the indebtedness shall bear interest at the rate of _____ percent per annum from the date of default.
39 Note Holder shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to
40 reasonable attorneys' fees.

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

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

56
57 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
58 Borrower or (b) by mailing such notice by first class U. S. mail, addressed to Borrower at Borrower's address stated below, or to
59 such other address as Borrower may designate by notice to Note Holder. Any notice to Note Holder shall be in writing and shall

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

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

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

74
75
76 (CAUTION: SIGN ORIGINAL NOTE ONLY/RETAIN COPY)

77
78
79 IF BORROWER IS NATURAL PERSON(S):

80
81 _____
82 _____
83 _____ doing business as _____
84

85 IF BORROWER IS CORPORATION:

86
87 ATTEST:

88 _____
89 Name of Corporation
90 By _____
91 Secretary President

92
93 (SEAL)

94
95 IF BORROWER IS PARTNERSHIP:

96 _____
97 Name of Partnership
98
99 By _____
100 General Partner

101
102 Borrower's address: _____
103 _____
104 _____
105 _____
106 _____

107
108 KEEP THIS NOTE IN A SAFE PLACE. THE ORIGINAL OF THIS NOTE MUST BE EXHIBITED TO THE PUBLIC
109 TRUSTEE IN ORDER TO RELEASE A DEED OF TRUST SECURING THIS NOTE.
110