**DEED OF TRUST**

This **Deed of Trust** ("Deed") is made this **21st day of January, 2025**, by and between:

**Trustor (Borrower):**  
Emily Clark, an individual  
Address: 789 Pine Street, Denver, CO 80202

**Trustee:**  
Mark Johnson, Trustee  
Address: 1020 Maple Road, Denver, CO 80202

**Beneficiary (Lender):**  
Colorado Savings Bank  
Address: 1234 Oak Lane, Denver, CO 80202

**RECITALS:**

WHEREAS, Emily Clark (the "Trustor") has executed a promissory note (the "Note") in the principal sum of **$350,000** to Colorado Savings Bank (the "Beneficiary"), which note is secured by this Deed of Trust, and

WHEREAS, the Trustor desires to secure the payment of the Note and other obligations by granting a lien on the real property described below, subject to the terms and conditions set forth herein.

**1. GRANTING CLAUSE:**

The Trustor, in consideration of the indebtedness and the obligations secured by this Deed of Trust, does hereby grant, bargain, sell, convey, and assign to Mark Johnson, Trustee, the following real property (the "Property") located in the County of Denver, State of Colorado:

Address: 789 Pine Street, Denver, CO 80202  
Legal Description: Lot 4 in Block 2 of Pineview Subdivision, as recorded in the Office of the Denver County Clerk.

**2. SECURITY FOR PAYMENT:**

This Deed of Trust secures the payment of the Note in the amount of **$350,000**, plus interest, late fees, and any other sums due under the Note, and provides for the enforcement of such payment under the terms set forth herein.

**3. OBLIGATIONS OF THE TRUSTOR:**

The Trustor agrees to:

* Pay the Note in accordance with its terms.
* Maintain the Property in good condition.
* Pay all property taxes, assessments, and insurance premiums.
* Not commit waste or allow others to do so on the Property.

**4. RIGHTS OF THE BENEFICIARY:**

In the event of default by the Trustor, the Beneficiary shall have the right to:

* Declare the entire principal balance of the Note immediately due and payable.
* Foreclose on the Property to satisfy the debt, including through a non-judicial sale if allowed by law.

**5. FORECLOSURE:**

In the event of default under the terms of the Note, the Trustee is hereby authorized to sell the Property in accordance with applicable state laws and use the proceeds to pay the outstanding debt owed to the Beneficiary.

**6. COVENANTS:**

The Trustor covenants and agrees as follows:

* To pay all amounts due under the Note and any other obligations.
* To keep the Property insured against fire, flood, and other hazards as required by the Beneficiary.
* To permit inspection of the Property by the Beneficiary.

**7. POWER OF SALE:**

Upon default of the Trustor, the Trustee shall have the power to sell the Property, without court intervention, through a public auction, and apply the proceeds towards the outstanding debt under the Note.

**8. MISCELLANEOUS:**

* **Governing Law:** This Deed of Trust shall be governed by the laws of the State of Colorado.
* **Notices:** Any notices required under this Deed of Trust shall be given in writing and delivered to the parties at their respective addresses listed above.

**IN WITNESS WHEREOF, the parties hereto have executed this Deed of Trust as of the day and year first above written.**

**Trustor (Borrower):**

Emily Clark, Borrower

**Trustee:**

Mark Johnson, Trustee

**Beneficiary (Lender):**

Colorado Savings Bank, Lender

**Notary Acknowledgment:**  
State of Colorado  
County of Denver

On this 21st day of January, 2025, before me, a Notary Public, personally appeared Emily Clark, Mark Johnson, and a representative of Colorado Savings Bank, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein stated.

Notary Public  
My Commission Expires: [Date]