

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)

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

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
19 balance from _____, until paid, at the rate of _____ percent per annum. Principal and interest shall be
20 payable at _____, or such other place as Note Holder may designate, in
21 _____ payments of _____ Dollars (U.S. \$ _____), due on
22 the ____ day of each _____, beginning _____. Such payments shall continue until the entire
23 indebtedness evidenced by this Note is fully paid; provided, however, if not sooner paid, the entire principal amount
24 outstanding and accrued interest thereon, shall be due and payable on _____.
25

26
27
28
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.
31

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
37 occurs, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option
38 of Note Holder (Acceleration); and the indebtedness shall bear interest at the rate of _____ percent per annum from the date
39 of default. Note Holder shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not
40 limited to reasonable attorneys' fees.
41

42 5. Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time without penalty
43 except
44
45
46
47
48
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50 Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any
51 subsequent payments or change the amount of such payments.
52

53 6. Borrower and all other makers, sureties, guarantors, and endorsers hereby waive presentment, notice of dishonor and
54 protest, and they hereby agree to any extensions of time of payment and partial payments before, at, or after maturity. This
55 Note shall be the joint and several obligation of Borrower and all other makers, sureties, guarantors and endorsers, and their
56 successors and assigns.
57

58 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
59 Borrower or (b) by mailing such notice by first class U. S. mail, addressed to Borrower at Borrower's address stated below, or
60 to such other address as Borrower may designate by notice to Note Holder. Any notice to Note Holder shall be in writing and
61 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
62 Holder at the address stated in the first paragraph of this Note, or to such other address as Note Holder may designate by notice
63 to Borrower.
64

65 8. The indebtedness evidenced by this Note is secured by a Deed of Trust dated _____, and
66 until released said Deed of Trust contains additional rights of Note Holder. Such rights may cause Acceleration of the
67 indebtedness evidenced by this Note. Reference is made to said Deed of Trust for such additional terms. Said Deed of Trust
68 grants rights in the following legally described property located in the _____ County of _____,
69 State of Colorado:
70
71

72
73 known as No. _____ (Property Address).
74 Street Address City State Zip
75

76
77 (CAUTION: SIGN ORIGINAL NOTE ONLY/RETAIN COPY)
78

79
80 IF BORROWER IS NATURAL PERSON(S):
81

82 _____
83 _____
84 doing business as _____
85

86 IF BORROWER IS CORPORATION:
87

88 ATTEST: _____
89 Name of Corporation
90
91 _____
92 Secretary By _____
93 President
94

94 (SEAL)
95

96 IF BORROWER IS PARTNERSHIP:
97

98 _____
99 Name of Partnership
100
101 By _____
102 General Partner

103 Borrower's address: _____
104 _____
105 _____
106 _____
107 _____
108

109 KEEP THIS NOTE IN A SAFE PLACE. THE ORIGINAL OF THIS NOTE MUST BE EXHIBITED TO THE
110 PUBLIC TRUSTEE IN ORDER TO RELEASE A DEED OF TRUST SECURING THIS NOTE.
111