

**DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING**

**CASE #2018 CV 33011**

**DATE FILED: JUNE 4, 2019**

DATE FILED: June 20, 2019 4:44 PM

FILING ID: ED2B15A52ED79

CASE NUMBER: 2018CV33011

## **EXHIBIT G**

**SSC 02, LLC**

**PROMISSORY NOTE WITH CITYWIDE BANKS**

**FOR 7152 SOUTH BLACKHAWK STREET #D2**

**ON DECEMBER 1, 2004**

DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING

CASE #2018 CV 33011

DATE FILED: JUNE 4, 2019

PROMISSORY NOTE

MAY 15 REC'D

Principal	Loan Date	Maturity	Loan No	Call/Coll	Account	Officer	Initials
\$39,440.00	12-01-2004	12-01-2009	200057911	180740	E992256	BKH	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** SSC 02, LLC (TR: 45-0476109)  
8301 East Prentice Avenue, #210  
Englewood, CO 80111

**Lender:** Citywide Banks  
PO Box 128  
Aurora, CO 80040-0128  
(303) 365-3600

**PAID**

APR 30 2008

**Principal Amount:** \$39,440.00

**Interest Rate:** 7.000%

**Date:** December 1, 2004

**PROMISE TO PAY.** SSC 02, LLC ("Borrower") promises to pay to Citywide Banks ("Lender"), or order, in lawful money of the United States of America, the principal amount of Thirty-nine Thousand Four Hundred Forty & 00/100 Dollars (\$39,440.00), together with interest at the rate of 7.000% per annum on the unpaid principal balance from December 1, 2004, until paid in full.

**PAYMENT.** Borrower will pay this loan in 60 payments of \$782.78 each payment and an irregular last payment estimated at \$783.33. Borrower's first payment is due January 1, 2005, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on December 1, 2009, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**PREPAYMENT; MINIMUM INTEREST CHARGE.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$25.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Citywide Banks, PO Box 128, Aurora, CO 80040-0128.

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, at Lender's option, and if permitted by applicable law, Lender may add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). Upon default, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note to 21.000% per annum. The interest rate will not exceed the maximum rate permitted by applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Foreclosure Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or foreclosure proceeding and if Borrower gives Lender written notice of the creditor or foreclosure proceeding and deposits with Lender monies or a surety bond for the creditor or foreclosure proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender the reasonable costs of such collection. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including without limitation attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Colorado.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**COLLATERAL.** Borrower acknowledges this Note is secured by Real Property located at 7152 South Blackhawk Street, Unit D2, Centennial, CO 80112.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: Citywide Banks Operations Center PO Box 128 Aurora, CO 80040-0128.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and

Loan No: 200057511

**PROMISSORY NOTE  
(Continued)**

Page 2

for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

SSC 02, LLC

By:   
Gary J. Dragu, Manager of SSC 02, LLC

**DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING**  
**CASE #2018 CV 33011**  
**DATE FILED: JUNE 4, 2019**

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## **EXHIBIT H**

**SSC 02, LLC**  
**PROMISSORY NOTE WITH CITYWIDE BANKS**  
**FOR 7152 SOUTH BLACKHAWK STREET #D2**  
**ON APRIL 14, 2008**

DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING  
CASE #2018 CV 33011  
DATE FILED: JUNE 4, 2019

EXHIBIT H



REC'D MAY 17 2013

May 15, 2013

SSC 02 LLC  
Gary J Dragul  
5690 DTC Blvd Ste 515  
Greenwood Village CO 80111-3232

Re Loan Number: 200106328

Dear: SSC 02 LLC  
Gary J Dragul

In connection with the above referenced paid loan, enclosed are the following documents:

- Note marked Paid
- Cancelled Deeds of Trust
- Recorded Release of Deed of Trust
- Other:

If you have any questions, please feel free to call me at 303-365-3692. Thank you.

Sincerely,

Judith Jackson  
Loan Processor

# PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$49,975.00	04-14-2008	04-14-2013	200106328	160 / 40	S9922560	TWM	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any party. Any item above containing \*\*\*\* has been omitted due to text length limitations.

**Borrower:** SSC 02, LLC  
Gary J. Dragul  
8301 East Prentice Avenue, #210  
Greenwood Village, CO 80111

**Lender:** Citywide Banks  
PO Box 128  
Aurora, CO 80040-0128  
(303) 365-3600

**PAID**  
MAY 1 2013  
CITYWIDE BANKS

Principal Amount: \$49,975.00      Interest Rate: 6.250%      Date of Note: April 14, 2008

**PROMISE TO PAY.** SSC 02, LLC; and Gary J. Dragul ("Borrower") jointly and severally promise to pay to Citywide Banks ("Lender"), or order, in lawful money of the United States of America, the principal amount of Forty-nine Thousand Nine Hundred Seventy-five & 00/100 Dollars (\$49,975.00), together with interest at the rate of 6.250% per annum on the unpaid principal balance from April 14, 2008, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

**PAYMENT.** Borrower will pay this loan in 59 payments of \$974.11 each payment and an irregular last payment estimated at \$974.39. Borrower's first payment is due May 14, 2008, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on April 14, 2013, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**PREPAYMENT; MINIMUM INTEREST CHARGE.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$25.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Citywide Banks, PO Box 128, Aurora, CO 80040-0128.

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, at Lender's option, and if permitted by applicable law, Lender may add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). Upon default, the interest rate on this Note shall be increased to 21.000% per annum. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender the reasonable costs of such collection. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including without limitation attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Colorado.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: Citywide Banks Operations Center PO Box 128 Aurora, CO 80040-0128.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice

PROMISSORY NOTE  
(Continued)

Loan No: 200106328

Page 2


to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

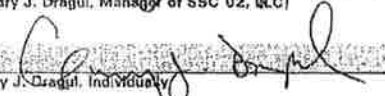
PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. EACH BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

SSC 02, LLC

By:   
Gary J. Dragul, Manager of SSC 02, LLC

X   
Gary J. Dragul, Individually

Reception #: D3060096, 05/15/2013 at 08:09 AM, 1 OF 1, Recording Fee \$11.00  
Electronically Recorded Official Records Arapahoe County, CO Matt Crane, Clerk  
& Recorder

Original Note and Deed of Trust Returned to: Citywide Banks, P.O. Box 128, Aurora, CO 80040  
WHEN RECORDED RETURN TO: Citywide Banks, P.O. Box 128, Aurora, CO 80040  
Prepared/Received by: Judith Jackson

REQUEST FOR FULL  / PARTIAL   
RELEASE OF DEED OF TRUST AND RELEASE BY HOLDER OF THE EVIDENCE OF DEBT WITHOUT PRODUCTION OF  
EVIDENCE OF DEBT PURSUANT TO §38-39-102 (1) (a) AND (3), COLORADO REVISED STATUTES

May 13, 2013 Date  
SEC 02, L.L.C. A Colorado Limited Liability Company Original Grantor (Borrower)  
8301 East Prentice Avenue, #210, Greenwood Village Co 80111 Current Address of Original Grantor,  
Assuming Party, or Current Owner  
 Check here if current address is unknown  
Citywide Banks Original Beneficiary (Lender)  
April 14, 2008 Date of Deed of Trust  
May 6, 2008 Date of Recording and/or Re-Recording of Deed of  
Trust  
Arapahoe B8052152 Recording Information  
County, Page No. and/or File No. and/or Book/Page No. and/or Trust Reg. No.

TO THE PUBLIC TRUSTEE OF Arapahoe COUNTY (The County of the Public Trustee who is the appropriate  
granatee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed  
of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered  
by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that portion of the real property described as:  
(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE.)

Pursuant to § 38-39-102 (3), Colorado Revised Statutes, in support of this Request for Release of Deed of Trust, the undersigned, as the holder of  
the evidence of debt secured by the Deed of Trust described above, or a Title Insurance Company authorized to request the release of a Deed of  
Trust pursuant to § 38-39-102 (3) (a), Colorado Revised Statutes, in lieu of the production or exhibition of the original evidence of debt with this  
Request for Release, certifies as follows:

1. The purpose of the Deed of Trust has been fully or partially satisfied.
2. The original evidence of debt is not being exhibited or produced herewith.
3. It is one of the following entities (check applicable box):
  - a.  The holder of the original evidence of debt that is a qualified holder, as specified in § 38-39-102 (3) (a), Colorado Revised Statutes, that  
agrees that it is obligated to indemnify the Public Trustee for any and all damages, costs, liabilities, and reasonable attorney fees  
incurred as a result of the action of the Public Trustee taken in accordance with this Request for Release;
  - b.  The holder of the evidence of debt requesting the release of a Deed of Trust without producing or exhibiting the original evidence of  
debt that delivers to the Public Trustee a Corporate Surety Bond as specified in § 38-39-102 (3) (b), Colorado Revised Statutes; or
  - c.  A Title Insurance Company licensed and qualified in Colorado, as specified in § 38-39-102 (3) (c), Colorado Revised Statutes, that  
agrees that it is obligated to indemnify the Public Trustee pursuant to statute incurred as a result of the action of the Public Trustee taken  
in accordance with this Request for Release and that has caused the indebtedness secured by the Deed of Trust to be satisfied in full, or  
in the case of a Partial Release, to the extent required by the holder of the indebtedness.

Citywide Banks, P.O. Box 128, Aurora, CO 80040

Name and Address of the Current Holder of the Evidence of Debt Secured by Deed of Trust (Lender),  
or name and address of the Title Insurance Company Authorized to Request the Release of a Deed of Trust

Virginia Sanchez, Vice President

Name, Title and Address of Officer, Agent, or Attorney of the Holder of the Evidence of Debt Secured by Deed of Trust (Lender)

Signature

Signature

JUDITH M. JACKSON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20124905388  
MY COMMISSION EXPIRES 01/28/2017

State of Colorado, County of Arapahoe  
The foregoing Request for Release was acknowledged before  
me on May 13, 2013 (date) by\*

Virginia Sanchez, Vice President

01-28-2017 Date Commission Expires

\*If applicable, insert title of officer and address of current holder

Judith M. Jackson  
Notary Public Witness my hand and official seal

#### RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the  
County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully  
or partially satisfied according to the written request of the holder of the evidence of debt or Title Insurance Company authorized to request the release  
of the Deed of Trust;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I, as the  
Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust or that portion of the  
real property described above in the Deed of Trust, together with all privileges and interests thereto belonging.

(Public Trustee use only;  
use appropriate label)

(Public Trustee's Seal)



Diana Springfield  
Notary Public

Date

Date

(If applicable, Name and Address of Person Creating New Legal Description as Required by § 38-39-102.5, Colorado Revised Statutes)  
Diana Springfield May 14, 2013



**RECORDATION REQUESTED BY:**

Citywide Banks  
PO Box 128  
Aurora, CO 80040-0128

**CANCELLED**

**WHEN RECORDED MAIL TO:**

Citywide Banks  
PO Box 128  
Aurora, CO 80040

# 200)06328

FOR RECORDER'S USE ONLY

**DEED OF TRUST**

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Deed of Trust shall not exceed at any one time \$49,975.00 except as allowed under applicable Colorado law.

THIS DEED OF TRUST is dated April 14, 2008, among SSC 02, LLC, A Colorado Limited Liability Company, whose address is 8301 East Prentice Avenue, #210, Greenwood Village, CO 80111 ("Grantor"); Citywide Banks, whose address is PO Box 128, Aurora, CO 80040-0128 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of Arapahoe County, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Arapahoe County, State of Colorado:

See Attached Exhibit "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 7152 South Blackhawk Street Unit D-2, Centennial, CO 80112-6042.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any

VANGUARD 11891

**RECORDATION REQUESTED BY:**

Citywide Banks  
PO Box 128  
Aurora, CO 80040-0128

**WHEN RECORDED MAIL TO:**

Citywide Banks  
PO Box 128  
Aurora, CO 80040

Recorded Electronically  
ID: 18052152  
County: Arapahoe  
Date: 5-6-2008 Time: 11:54:18 AM  
Simplifile.com 800.460.5657

FOR RECORDER'S USE ONLY

**DEED OF TRUST**

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**CONVEYANCE AND GRANT.** For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently created or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters. (the "Real Property") located in Arapahoe County, State of Colorado:

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WARRANTY 11/29/11

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**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

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**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the contribution in the event Grantor becomes liable for cleanup or other costs under any future claims against Lender for indemnity or defense, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** Upon the full performance of all the obligations under the Note and this Deed of Trust, Trustee may, upon production of documents and fees as required under applicable law, release this Deed of Trust, and such release shall constitute a release of the lien for all such additional sums and expenditures made pursuant to this Deed of Trust. Lender agrees to cooperate with Grantor in obtaining such release and releasing the other collateral securing the indebtedness. Any release fees required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Borrower's or any Grantor's ability to repay the Indebtedness or perform their respective obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occur with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

**Foreclosure.** Lender shall have the right to cause all or any part of the Real Property, and Personal Property, if Lender decides to proceed against it as if it were real property, to be sold by the Trustee according to the laws of the State of Colorado as respects foreclosures against real property. The Trustee shall give notice in accordance with the laws of Colorado. The Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees, attorneys' fees, and the cost of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled to the excess.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application

and without notice, notice being expressly waived.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Sale of the Property.** In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all, or any portion of, the indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing expenditures secured by this Deed of Trust shall be presented to the person conducting the sale in order that the amount of indebtedness secured by this Deed of Trust shall be credited thereon as having been paid.

**Attorneys' Fees; Expenses.** If Lender forecloses or institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services (including cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** To the extent permitted by applicable law, Trustee shall have all of the rights and duties of Lender as set forth in this section.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Colorado.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness with way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

DEED OF TRUST  
(Continued)

Loan No: 200106328

Page 6

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Citywide Banks, and its successors and assigns.

**Borrower.** The word "Borrower" means SSC 02, LLC; and Gary J. Dragul and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means SSC 02, LLC, A Colorado Limited Liability Company.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means Citywide Banks, its successors and assigns.

**Note.** The word "Note" means the promissory note dated April 14, 2008, in the original principal amount of \$49,975.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

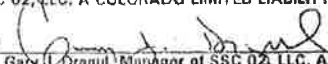
**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means the Public Trustee of Arapahoe County, Colorado.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

SSC 02, LLC, A COLORADO LIMITED LIABILITY COMPANY

By:   
Gary J. Dragul, Manager of SSC 02, LLC, A Colorado Limited Liability Company



**EXHIBIT "A"**

**Condominium Unit D2, WINDMILL CREEK STORAGE CONDOS, according to the Map thereof recorded on September 2, 2004 at Reception No. B4156831 in the records of the Clerk and Recorder of the County of Arapahoe, State of Colorado, and as defined and described in the Condominium Declaration for WINDMILL CREEK STORAGE CONDOS, recorded on September 2, 2004 at Reception No. B4156830 in said records,**

**County of Arapahoe,  
State of Colorado**

**DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING**

**CASE #2018 CV 33011**

**DATE FILED: JUNE 4, 2019**

DATE FILED: June 20, 2019 4:44 PM

FILING ID: ED2B15A52ED79

CASE NUMBER: 2018CV33011

## **EXHIBIT I**

**VRBO**

**CORRECTION TO TABLE ON PAGE 9 OF MOTION**



**EXHIBIT I**

**DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING**

CASE #2018 CV 33011

DATE FILED: JUNE 4, 2019

RECEIVER CLAIMS								ACTUAL						
Rental Date	Property	Name	Days	Average Daily Rent per Month	Rent	Cleaning Fees	Less Commission Saved (25% of Rent)	Amount Due	Actual Nights	Rent	Cleaning Fees	Commissions Paid	Amount Due	See Note #:
8/7/2018	Fairway House	Cleaning for Owner Occupancy - Charged after 8/31/18	0	0	0	\$410.00		\$410.00	0	\$ -	\$ -	\$ -	\$0.00	1
9/5/2018	Fairway House	Cleaning for Owner Occupancy - Charged after 8/31/18	0	0	0	\$250.00		\$250.00	0	\$ -	\$ 250.00	\$ -	\$250.00	2
9/18/2018	Fairway House	Cleaning for Owner Occupancy - Charged after 8/31/18	0	0	0	\$150.00		\$150.00	0	\$ -	\$ -	\$ -	\$0.00	3
12/16/2018	Fairway House	Susan Markusch	4	\$2,562.50	\$0.00	\$375.00	\$ -	\$8,062.50	3	\$ -	\$ 375.00	\$ -	\$375.00	2
12/23/2018	Fairway House	Susan Markusch	6	\$2,562.50	\$15,375.00	\$425.00	\$(3,843.75)	\$11,956.25	4	\$ -	\$ 425.00	\$ -	\$425.00	2
2/18/2019	Fairway House	Susan Markusch	2	\$1,492.56	\$2,985.12	\$150.00	\$(746.28)	\$2,388.84	0	\$ -	\$ -	\$ -	\$0.00	3
3/2/2019	Fairway House	Susan Markusch	2	\$325.97	\$651.93	\$450.00	\$(162.98)	\$938.95	2	\$ -	\$ 450.00	\$ -	\$450.00	5
3/8/2019	Fairway House	Susan Markusch	12	\$325.97	\$3,911.58	\$450.00	\$(977.90)	\$3,383.69	2	\$ -	\$ 450.00	\$ -	\$450.00	2
3/21/2019	Fairway House	Susan Markusch	12	\$325.97	\$3,911.58	\$450.00	\$(977.90)	\$3,383.69	3	\$ -	\$ 250.00	\$ -	\$250.00	4
									5	\$ -	\$ 450.00	\$ -	\$450.00	5
1/19/2019	Timber Falls	Sarah RTG	3	\$429.17	\$1,287.50	\$150.00	\$(321.88)	\$1,115.63	3	\$ -	\$ 150.00	\$ -	\$150.00	2
1/23/2019	Timber Falls	Gary Dragul	1	\$429.17	\$429.17	\$150.00	\$(107.29)	\$471.88	0	\$ -	\$ -	\$ -	\$0.00	3
2/8/2019	Timber Falls	Susan Markusch	2	\$429.17	\$858.33	\$150.00	\$(214.58)	\$793.75	2	\$ -	\$ 150.00	\$ -	\$150.00	2
3/25/2019	Timber Falls	Gary Dragul	4	\$266.70	\$1,066.80	\$250.00	\$(266.70)	\$1,050.10	2	\$ -	\$ 150.00	\$ -	\$150.00	5
3/29/2019	Timber Falls	Gary Dragul	3	\$266.70	\$800.10	\$150.00	\$(200.03)	\$750.08	0	\$ -	\$ -	\$ -	\$0.00	3
			<u>51</u>		<u>\$31,277.11</u>	<u>\$3,960.00</u>	<u>\$(7,819.28)</u>	<u>\$35,105.36</u>	<u>26</u>	<u>\$0.00</u>	<u>\$3,100.00</u>	<u>\$0.00</u>	<u>\$3,100.00</u>	

NOTES:

- 1 Cleaning fee was paid directly via credit card by guest to Premier Vacation Rentals, per PVR this is a double charge that will be credited back.
- 2 Agree with cleaning charges. The use by family and employees at no cost is consistent with all prior years.
- 3 No Owner Stay - empty - no cleaning necessary
- 4 This period was for a potential property buyer Jason Vitorino, buyer one, he stayed for 3 nights
- 5 This period was blocked out for a potential property buyer. Potential buyer two, Chad Hurst first looked at the property on 3/1-3/2 for 2 nights, and then stayed for 5 nights on 3/28-4/2, and on 3/25 for 2 nights at Timber Falls. (Chad is in the process to purchase the properties)

**DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING**

**CASE #2018 CV 33011**

**DATE FILED: JUNE 4, 2019**

DATE FILED: June 20, 2019 4:44 PM

FILING ID: ED2B15A52ED79

CASE NUMBER: 2018CV33011

## **EXHIBIT J**

### **VRBO**

## **UPDATED DRAGUL'S VRBO ACCOUNTING SUMMARY**

# EXHIBIT J

DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING  
CASE #2018 CV 33011  
DATE FILED: JUNE 4, 2019

## SUMMARY VRBO RENTALS

INCOME RECEIVED FROM AUGUST 30, 2018 THROUGH APRIL 30, 2019

EXPENSES PAID FROM AUGUST 1, 2018 THROUGH JUNE 7, 2019

Property	Income Received	Expenses paid	Total
41 South Fairway	17,705.62	(5,482.41)	12,223.21
1702 Timber Falls	3,537.74	(7,603.24)	(4,065.50)
3 Condos Scottsdale	52,996.94	(29,074.70)	23,922.24
<b>Total</b>	<b>74,240.30</b>	<b>(42,160.35)</b>	<b>32,079.95</b>

**Premier Rentals  
41 South Fairway House**

<b>Rental Income from VRBO</b>		
<b>August 2018 - December 2018</b>		
<b>Statement Date</b>	<b>Due to Owner</b>	<b>Year to Date Balance</b>
July 2018		13,985.10
August 2018	-	13,985.10
September 2018	654.70	14,639.80
October 2018	-	14,639.80
November 2018	-	14,639.80
December 2018	-	14,639.80
<b>Total August - Dec 2018</b>	<b>654.70</b>	
<b>January 2019 - March 2019</b>		
<b>Statement Date</b>	<b>Due to Owner</b>	<b>Year to Date Balance</b>
January 2019	9,431.70	9,431.70
February 2019	7,367.23	16,798.93
March 2019	251.99	17,050.92
<b>Total Jan 2019 - Mar 2019</b>	<b>17,050.92</b>	
<b>Total Income - Aug 2018 - Mar 2019</b>	<b>17,705.62</b>	

<b>Expenses paid from August 2018 - April 2019</b>		
Comcast - Service for March 2019	203.29	Credit Card Payment - Visa #8470 - 04/17/19
Eagle River Water & Sanitation	264.35	8/9/2018 - ck #2014 - Chase Bank account -41 South Fairway (Do not have copy of check)
Double Diamond Management	5,014.77	Paid - May, July and Aug 2018 Management services - (Do not have copy of check)
<b>Total Expenses paid - 41 Fairway</b>	<b>5,482.41</b>	

<b>NET - (INCOME MINUS EXPENSES)</b>	<b>12,223.21</b>
--------------------------------------	------------------

Premier Rentals  
 1702 Timber Falls - Vall

Rental Income from VRBO		
August 2018 - December 2018		
Statement Date	Due to Owner	Year to Date Balance
July 2018		2,863.30
August 2018	-	2,863.30
September 2018	-	2,863.30
October 2018	-	2,863.30
November 2018	-	2,863.30
December 2018	229.35	3,092.65
<b>Total August - Dec 2018</b>	<b>229.35</b>	
January 2019 - March 2019		
Statement Date	Due to Owner	Year to Date Balance
January 2019	101.00	101.00
February 2019	1,474.10	1,575.10
March 2019	1,733.29	3,308.39
<b>Total Jan 2019- Mar- 2019</b>	<b>3,308.39</b>	
<b>Total Income - Aug 2018 - Mar 2019</b>	<b>3,537.74</b>	

Expenses paid from Aug 2018 - June 7, 2019		
Timber Falls HOA Dues	81.98	Check #1038 - 10/05/18 - Shelly's Canvas Bank Account
Mortgage payment - Mr. Cooper CO.	1,799.13	ACH posted on 10/01/18 - Shelly's Canvas Bank Account
2nd Mortgage payment - Bank of America	300.00	ck #1027 - 10/4/18 - Shelly's Canvas Bank
2nd Mortgage payment - Bank of America	300.00	ck #1027 - 10/4/18 - Shelly's Canvas Bank
2nd Mortgage payment - Bank of America	300.00	ck #1067- 10/31/18 - Shelly's Canvas Bank
2nd Mortgage payment - Bank of America	300.00	ck #1103 -11/16/18 - Shelly's Canvas Bank
2nd Mortgage payment - Bank of America	300.00	ck #7120 12/31/18 - Shelly's Chase-Personal
<b>Total -2nd Mortgage payment - Bank of America</b>	<b>1,500.00</b>	
Comcast	301.33	American Express 09/21/18 - Do not have a copy
Comcast	301.34	Visa #0658 10/19/18
Comcast	321.16	Visa #0658 11/3/18
Comcast	311.16	Visa #0658 12/3/18
Comcast	311.16	Visa #0658 1/3/19
Comcast	311.18	Visa #0658 2/3/19
Comcast	311.18	Visa #0658 3/3/19
Comcast	311.18	Visa #0658 4/1/19
Comcast	311.18	Visa #0658 4/1/19
Comcast	311.11	Visa #0658 4/1/19
<b>Total - Comcast</b>	<b>3,101.98</b>	
Utilities		
Holy Cross - acct #123037603 - 08/08/18 to 09/08/18	114.63	ck #1032 10/4/18 - Shelly's Canvas Bank
Holy Cross - acct #123033002 - 08/08/18 to 09/8/18	27.70	ck #1033 10/4/18 - Shelly's Canvas Bank
Holy Cross - acct #123037603 - 09/08/18 to 10/08/18	81.80	ck #1044 10/30/18 - Shelly's Canvas Bank
Holy Cross - acct #123033002 - 09/8/18 to 10/08/18	13.87	ck #1060 10/30/18 - Shelly's Canvas Bank
Holy Cross - acct #123033002 - 10/08/18 to 11/08/18	13.85	ck #1107 11/16/18 - Shelly's Canvas Bank
Holy Cross - acct #123037603 - 10/08/18 to 11/08/18	130.58	ck #1106 11/16/18 - Shelly's Canvas Bank
Holy Cross - acct #123033002 - 11/08/18 to 12/08/18	5.68	Visa #0658 12/31/18
Holy Cross - acct #123037603 - 11/08/18 to 12/08/18	196.09	Visa #0658 12/31/18
Holy Cross - acct #123033002 - 12/08/18 to 02/08/19	27.72	Paid 3/11/19
Holy Cross - acct #123037603 - 12/08/18 to 02/08/19	508.23	Paid 3/11/19
<b>Total Utilities</b>	<b>1,120.15</b>	
<b>Total Expenses paid -Timber Falls Unit</b>	<b>7,603.24</b>	

**NET - (INCOME MINUS EXPENSES PAID) (4,065.50)**

Premier Rentals  
 Scottsdale Properties - Unit 1002, Unit 1004 and Unit 1005

Rental Income from VRBO		
August 2018 - December 2018		
Statement Date	Due to Owner	Year to Date balance
August 2018	1,874.84	61,116.97
September 2018	2,455.85	63,572.82
October 2018	4,095.12	67,667.94
November 2018	8,164.66	75,832.60
December 2018	5,070.77	80,903.37
<b>Total Aug- Dec 2018</b>	<b>21,661.24</b>	
January 2019 - March 2019		
Statement Date	Due to Owner	Year to Date balance
January 2019	9,027.79	9,027.79
February 2019	15,905.83	24,933.62
March 2019	6,402.08	31,335.70
<b>Total Jan 2019 - Mar 2019</b>	<b>31,335.70</b>	
<b>Total Income - Aug 2018 - Mar 2019</b>	<b>52,996.94</b>	

Additional Expenses paid from August 2018 to April 2019		
HOA - payment	6,336.00	Jan - Apr 2019 HOA Fees for all 3 units - \$528/mo
HOA - payment	19,008.00	Year 2018 HOA Fees due for all 3 units - \$528/mo
HOA - payment	2,046.00	Past due amount for year 2017 of \$2,046.
<b>Total HOA payments</b>	<b>27,390.00</b>	
APS - Electricity- Unit 1002 - March 2019	125.72	3/27/19 - MasterCard #3581
APS - Electricity- Unit 1004 - March 2019	159.75	3/27/19 - MasterCard #3581
APS - Electricity- Unit 1005- March 2019	134.94	3/27/19 - MasterCard #3581
<b>Total APS - Electricity</b>	<b>420.41</b>	
City of Scottsdale - Unit 1002 - March 2019	131.68	3/27/19 - MasterCard #3581
City of Scottsdale - Unit 1004 - March 2019	116.47	3/27/19 - MasterCard #3581
City of Scottsdale - Unit 1005 - March 2019	126.55	3/27/19 - MasterCard #3581
<b>Total City of Scottsdale</b>	<b>374.70</b>	
Cox - Unit 1002 - Feb & Mar charges	246.84	3/29/19 - Visa Card #0658
Cox - Unit 1004 - Feb & Mar charges	395.91	3/30/19 - MasterCard #3581
Cox - Unit 1005 - Feb & Mar charges	246.84	3/30/19 - MasterCard #3581
<b>Total Cox</b>	<b>889.59</b>	
<b>Total Expenses Paid - Scottsdale Townhomes</b>	<b>29,074.70</b>	

<b>NET - (INCOME MINUS EXPENSES PAID)</b>	<b>23,922.24</b>
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**DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING  
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## **EXHIBIT K**

**DRAGUL'S PERSONAL VEHICLES  
PER THE TABLE AT THE TOP OF PAGE 10 IN THE MOTION**

**EXHIBIT K****DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING****CASE #2018 CV 33011****DATE FILED: JUNE 4, 2019****SUMMARY**

2018 TOYOTA TUNDRA

2017 CHEVY TAHOE

RV

1997 LAND ROVER

HONDA ATV

2016 LAND ROVER

2012 LAND ROVER

TOTALS

<b>AVERAGE VALUE OF COMP CARS</b>	<b>AMOUNT DUE ON BANK LOAN AS OF 4/22/19</b>	<b>NET VALUE</b>
\$ 42,905	\$ 68,009	\$ (25,104)
\$ 37,307	\$ 48,174	\$ (10,867)
ALREADY TURNED OVER TO RECEIVER		
\$ 70,540	\$ 86,575	\$ (16,035)
\$ 1,000		\$ 1,000
\$ 33,798	\$ 30,980	\$ 2,818
NO LONGER OWNED		
\$ 185,550	\$ 233,738	\$ (48,188)



2018 Toyota Tundra


Comp. Vehicle Number	Comparable Vehicles	Comp. Vehicle Values	Average Value of Comp Vehicles	Amount Due on Bank Loan as of 05/02/19	Net Value
1	2018 Toyota Tundra	\$45,000	\$42,905	\$68,009	(\$25,104)
2	2018 Toyota Tundra	\$39,946			
3	2018 Toyota Tundra	\$40,500			
4	2018 Toyota Tundra	\$44,777			
5	2018 Toyota Tundra	\$44,302			


## 2018 Toyota Tundra Comps

- Used 2018 Toyota Tundra 4x4 CrewMax SR5** **\$45,000**

15,367 miles  
Black • 13 City / 17 Highway • 4 wheel drive - rear • 8-Cylinder

Net Direct Auto Sales (624.9 mi. away)  
(682) 499-0331 | Confirm Availability


 **SHOW ME THE CARFAX**

 Hot Car **\$39,946**

**Used 2018 Toyota Tundra SR5** Est. Finance Payment \$579/mo  
View payment details


20,168 miles  
Gray • 13 City / 17 Highway • 4 wheel drive - rear • 8-Cylinder

Camelback Toyota (579.2 mi. away)  
(602) 457-5815 | Confirm Availability

Get AutoCheck Vehicle History 
- Used 2018 Toyota Tundra 4x4 CrewMax SR5** **\$40,500**

34,096 miles  
Gray • 13 City / 17 Highway • 4 wheel drive - rear • 8-Cylinder


All American Chevrolet of Odessa (551.4 mi. away)  
(432) 310-0922 | Confirm Availability

 **SHOW ME THE CARFAX**
- Newly Listed** **\$44,777**

**Used 2018 Toyota Tundra 4x4 CrewMax SR5**


3,220 miles  
White • 13 City / 17 Highway • 4 wheel drive - rear • 8-Cylinder

Green Cove Auto Sales (1468 mi. away)

 **SHOW ME THE CARFAX**
- Used 2018 Toyota Tundra Limited** **\$44,302**

14,158 miles  
Tan • 13 City / 17 Highway • 4 wheel drive - rear • 8-Cylinder

Wilson Toyota of Ames (611.7 mi. away)  
(515) 337-0344 | Confirm Availability

 **SHOW ME THE CARFAX**

2017 Chevy Tahoe

Comp. Vehicle Number	Comparable Vehicles	Comp. Vehicle Values	Average Value of Comp Vehicles	Amount Due on Bank Loan as of 04/22/19	Net Value
1	2017 Chevy Tahoe	\$38,900	\$37,307	\$48,174	(\$10,867)
2	2017 Chevy Tahoe	\$34,991			
3	2017 Chevy Tahoe	\$44,644			
4	2017 Chevy Tahoe	\$32,999			
5	2017 Chevy Tahoe	\$35,000			

## 2017 Chevy Tahoe Comps

Newly Listed \$38,900

### Used 2017 Chevrolet Tahoe 4WD LT

①

39,700 miles

Black • 16 City / 22 Highway • 4 wheel drive • 8-Cylinder

Private Seller (994.8 mi. away)

Email Seller



Used 2017 Chevrolet Tahoe 4WD LT \$31,991

②

51,065 miles

Silver • 16 City / 22 Highway • 4 wheel drive - rear • 8-Cylinder

Car Factory Outlet (1711.8 mi. away)

(785) 574-9314 [Confirm Availability](#)



Used 2017 Chevrolet Tahoe LT \$44,644

Est. Finance Payment \$616/mo  
[View payment details](#)

③

49,403 miles

White • 16 City / 22 Highway • 4 wheel drive - rear • 8-Cylinder

Gentry Chevrolet, Inc. (699.1 mi. away)

(870) 518-0110 [Confirm Availability](#)



④

Used 2017 Chevrolet Tahoe 4WD \$32,999

23,917 miles

Red • 16 City / 22 Highway • 4 wheel drive - rear • 8-Cylinder

Gates Chevy World (988.2 mi. away)

(574) 314-9058 [Confirm Availability](#)

[Get AutoCheck Vehicle History](#)

⑤

Used 2017 Chevrolet Tahoe 4WD LT \$35,000

56,000 miles

16 City / 22 Highway • 4 wheel drive - rear • 8-Cylinder

Private Seller (1124 mi. away)

Email Seller

[Get AutoCheck Vehicle History](#)

1997 Land Rover

Comp. Vehicle Number	Comparable Vehicles	Comp. Vehicle Values	Average Value of Comp Vehicles	Amount Due on Bank Loan as of 04/22/19	Net Value
1	1997 Land Rover	\$62,000	\$70,540	\$86,575	(\$16,036)
2	1997 Land Rover	\$69,999			
3	1997 Land Rover	\$79,900			
4	1997 Land Rover	\$69,900			
5	1997 Land Rover	\$70,900			

## 1997 Land Rover Defender Comps

**Used 1997 Land Rover Defender** **\$62,000**

**37,000 miles**  
Gray • All wheel drive • 8-Cylinder

1.

Private Seller (489.1 mi. away)

[Get AutoCheck Vehicle History](#)

[Email Seller](#)

**Used 1997 Land Rover Defender** **\$69,999**

**91,900 miles**  
Green • All wheel drive • 8-Cylinder

2.

Private Seller (570.4 mi. away)

[Get AutoCheck Vehicle History](#)

[Email Seller](#)

**Used 1997 Land Rover Defender** **\$79,900**

**23,066 miles**  
Black • 14 City / 15 Highway • 4 wheel drive • 8-Cylinder

3.

Private Seller (578.9 mi. away)

[Get AutoCheck Vehicle History](#)

[Email Seller](#)

 Hot Car

**\$69,900**

**Used 1997 Land Rover Defender 90**

**88,000 miles**  
Green • 14 City / 15 Highway • 4 wheel drive • 8-Cylinder

4.

Hennessy Jaguar Land Rover North Atlanta (1197 mi. away)

(470) 444-9284 : [Confirm Availability](#)

**SHOW ME THE**  
**CARFAX** 

**Used 1997 Land Rover Defender** **\$70,900**

**57,716 miles**  
White • 14 City / 15 Highway • 4 wheel drive • 8-Cylinder

5.

Private Seller (1702.6 mi. away)

[Get AutoCheck Vehicle History](#)

[Email Seller](#)

2016 Land Rover

Comp. Vehicle Number	Comparable Vehicles	Comp. Vehicle Values	Average Value of Comp Vehicles	Amount Due on Bank Loan as of 04/22/19	Net Value
1	2016 Land Rover	\$33,999	\$33,798	\$30,980	\$2,818
2	2016 Land Rover	\$37,789			
3	2016 Land Rover	\$31,700			
4	2016 Land Rover	\$30,000			
5	2016 Land Rover	\$35,500			

## 2016 Land Rover LR4 Comps

### Used 2016 Land Rover LR4 HSE LUX

\$33,999

Est. Finance Payment: \$495/mo.  
View payment details


①

20,066 miles

Red • 15 City / 19 Highway • 4 wheel drive • 6-Cylinder Supercharged

AutoSource of Post Falls (824.3 mi. away)

(208) 262-3670 | Confirm Availability

Get AutoCheck Vehicle History 

### Used 2016 Land Rover LR4 HSE LUX

\$37,789

②

82,358 miles

Black • 15 City / 19 Highway • 4 wheel drive • 6-Cylinder Supercharged

Ultimate Motors (1474.7 mi. away)

(804) 302-0234 | Confirm Availability



Newly Listed

\$31,700

③

### Used 2016 Land Rover Range Rover Evoque SE 4-Door

Carvana 

(602) 734-5101

Contact Dealer



View vehicles ▾

### Used 2016 Land Rover LR4 Landmark Edition

\$30,000

④

44,000 miles

Silver • 15 City / 19 Highway • All wheel drive • 6-Cylinder

Private Seller (752.9 mi. away)

Get AutoCheck Vehicle History 

Email Seller

 Hot Car

\$35,500

⑤

### Used 2016 Land Rover LR4 HSE

72,542 miles

White • 15 City / 19 Highway • 4 wheel drive • 6-Cylinder Supercharged

Carvana Delivered to You

Get AutoCheck Vehicle History 

(833) 683-5388 | Confirm Availability

See Your Next Car In 360



**DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING**  
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## **EXHIBIT L**

**OTHER VEHICLES NOTED ON**  
**THE TABLE AT THE BOTTOM OF PAGE 10 IN THE MOTION**

# EXHIBIT L

DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING  
CASE #2018 CV 33011  
DATE FILED: JUNE 4, 2019

Year	Vehicle	Title Name	
2018	Dodge Ram	Shelly Dragul	Cornerstar Liquors
2013	Land Rover	Shelly Dragul	Don't own
2010	Mercedes	Gary Dragul	Don't own
2007	Chevy	Gary Dragul	MC Liquors 02 LLC
2007	Chevy	Shelly Dragul	Cornerstar Liquors - Do not own.
2006	Mini Cooper	MC Liquor	Don't own
2000	Range Rover	Shelly Dragul	Don't own
1997	Land Rover	Gary Dragul	Don't own

THIS IS A LEGAL CONTRACT. READ ALL TERMS AND CONDITIONS.

**RETAIL INSTALLMENT SALE CONTRACT WITH ARBITRATION (DEALER — SIMPLE INTEREST)**

Customer Number	Contract Number	Contract Date (Mo. Da. Yr.)	Buyer's Personal Phone	Buyer's Business Phone
-----------------	-----------------	-----------------------------	------------------------	------------------------

Buyer/Co-Buyer (also referred to as "you, your, yours"): Name, Address, Zip Code of each	Seller/Creditor (also referred to as "we, us, our"): Name, Address, Zip Code of each
--	--

<input type="checkbox"/> New <input type="checkbox"/> Used	Year	Make and Model	Vehicle Identification Number	Primary Use: Personal, family, or household use, unless a box is checked below <input type="checkbox"/> Business <input type="checkbox"/> Agricultural
---	------	----------------	-------------------------------	---

This contract will be assigned to: (Name and address)

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment
11.99 %	\$ 1,584.74	\$ 11,024.00	\$ 12,608.74	\$ 11,024.00

**Used Car Buyers Guide.**  
The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

**Spanish Translation:**  
Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
60	218.15	MONTHLY, BEGINNING 07/06/18
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

**Security:** You are giving us a security interest in the vehicle being purchased.  
**Late Charge:** If payment is not received in full within 10 days after it is due, you will pay a late charge of \$15.  
**Prepayment:** If you pay early, you may have to pay a minimum finance charge.  
**Additional Information:** See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties and security interests.

**Warranties:** Unless the Seller makes a written warranty or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

**ITEMIZATION OF AMOUNT FINANCED**

- Cash price (including \$ 1,176.02 sales tax, and \$ 500.00 delivery and handling charge\*) \$ 11,024.00 (1)  
 \*The delivery and handling charge represents costs and additional profit to the Seller/Dealer.
- Total down payment (if negative enter "0" and see line 4d below)  
 Trade-in (Year) (Make) (Model)  
 Trade-in allowance \$ N/A  
 - payoff by Seller \$ N/A = net trade-in \$ N/A  
 + cash \$ N/A  
 + other \$ N/A \$ N/A (2)
- Unpaid balance of cash price (1 minus 2) \$ 11,024.00 (3)
- Other charges including amounts paid to others on your behalf (We may retain portions of these amounts):
  - Fees to public officials (describe)  
 Government certificate of title fees (includes security interest recording fee of \$ 200.00) \$ 200.00  
 N/A \$ N/A  
 N/A \$ N/A
  - To insurance companies (describe)  
 N/A \$ N/A  
 N/A \$ N/A
  - Other (describe who is paid and purpose)  
 to N/A for N/A \$ N/A  
 to N/A for N/A \$ N/A  
 to N/A for N/A \$ N/A  
 to N/A for N/A \$ N/A
  - Net trade-in payoff to \$ N/A  
 Total other charges and amounts paid to others on your behalf \$ N/A (4)
- Amount Financed (3 + 4) \$ N/A (5)

**Insurance:** You may obtain the physical damage insurance required by this contract (see back) from anyone you want that is acceptable to the Seller.  
**Credit Insurance:** Credit life and credit disability insurance are not required to obtain credit, will not be a factor in the credit approval process, and will not be provided unless you sign below and agree to pay the additional cost. Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

I want:  
 Credit Life:  Buyer  Co-Buyer  Both  
 Credit Disability:  Buyer  Co-Buyer  Both

Premium: Term:  
 Credit Life \$ N/A N/A  
 Credit Disability \$ N/A N/A

Buyer Signature N/A  
 Co-Buyer Signature N/A

**THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE, AND SAID BUYER ALSO STATES THAT HE OR SHE HAS / DOES NOT HAVE (strike words not applicable) IN EFFECT AN "AUTOMOBILE LIABILITY POLICY AS DEFINED IN SECTION 42-7-103(2), COLORADO REVISED STATUTES, ON THE MOTOR VEHICLE SOLD BY THIS CONTRACT.**

Total other charges and amounts paid to others on your behalf \$ \_\_\_\_\_ (4)  
 5. Amount Financed (3 + 4) \$ \_\_\_\_\_ (5)

COLORADO REVISED STATUTES, ON THE MOTOR VEHICLE SOLD BY THIS CONTRACT.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a portion of the Finance Charge.**

Under State law, there is **No Cooling Off Period** for this sale. Once you sign this contract you can only cancel it if the Seller agrees, or for legal cause.

This transaction is subject to **binding arbitration** as described on the back side of this contract.

Under certain circumstances, the **Seller has a right to cancel** this contract and you must return the vehicle. Read "Seller's Right to Cancel" on the back side of this contract.

**CONTRACT AND AGREEMENT TO PAY**

You, the Buyer and any Co-Buyer, agree to purchase the vehicle described above on the terms in this contract.

You agree to pay us (or our assignee) the amount financed, the finance charge, and all other amounts owed to us under this contract, according to the payment schedule above and the terms of this contract. We calculate the finance charge, total of payments, and total sale price on the assumption that you will make every payment on the day it is due. Because the finance charge is calculated on a daily basis on the unpaid part of the amount financed, your finance charge, total of payments, and total sale price will be more if you pay late and less if you pay early. These changes may take the form of a larger or smaller final payment, or, at our option, more or fewer payments of the same amount as your scheduled payment, with a smaller final payment.

If payment is not received in full within 10 days after it is due, you agree to pay a late charge of \$15.

If you pay off early, we are entitled to a minimum finance charge of \$ 15,000.

If you pay with a check or other instrument that is dishonored or returned, you will pay us a fee of \$25 (if the amount financed is \$75,000 or less) or \$20 (if the amount financed exceeds \$75,000 or is not for personal, family, or household use).

**SECURITY AGREEMENT.** You give us a security interest in the vehicle described in this contract and all parts or goods installed in it, all money or goods received (proceeds) for the vehicle; all insurance, maintenance, service, or other contracts we are financing for you as part of this purchase; and all proceeds from insurance, maintenance, service, or other contracts we are financing for you as part of this purchase. This includes any refunds of premiums or charges from the contracts. This interest secures payment of all you owe on this contract. It also secures your other agreements in this contract. You agree to make sure that the title shows our security interest (lien) in the vehicle.

By signing this contract, you agree to all of the terms on each page of this contract, and you agree that you have been given a completed copy. If you sign as Co-Buyer, you are responsible for paying the entire debt. If you sign as a Co-Owner, your name will be on the title to the vehicle, but you will not be responsible for paying the debt. If you sign here as a Co-Owner or Co-Buyer, you agree to the security interest in the vehicle.

Signature of [Signature] Buyer [Signature] Date 10/21/11  
 Signature of [Signature]  Co-Buyer  Co-Owner Date \_\_\_\_\_

Seller/ Secured Party BRADFORD AUTOMOTIVE By: [Signature] Date 10/21/11

**GAP/DEBT CANCELLATION**

Debt cancellation or guaranteed automobile protection ("GAP") agreements, which pay or satisfy the remaining debt after property insurance benefits are exhausted, are not required to obtain credit or any particular or favorable credit terms and will not be provided unless you sign below and agree to pay the additional cost. You may wish to consult an insurance agent to determine whether similar coverage may be obtained and at what cost. GAP benefits may decrease over the term of this contract. You may cancel GAP for any or no reason within 30 days after GAP was purchased and receive a full refund of the GAP fee or premium so long as no loss or event covered by GAP has occurred. GAP is not a substitute for collision or property damage insurance.

I want: N/A  
 [Name of debt cancellation/GAP agreement]  
 Fee/Premium: \$ N/A  
 Term: N/A  
 Buyer Signature \_\_\_\_\_  
 Co-Buyer Signature N/A

You agree that this contract contains our entire agreement regarding the financing of the vehicle; and that the terms of this contract cannot be modified except in a writing signed by all the parties.  
 Buyer Signs X [Signature] Co-Buyer Signs X [Signature]

## ADDITIONAL PROVISIONS

### Your Other Promises to Us

You promise that you will not sell, lease, or otherwise transfer this vehicle or any interest in it to anyone else without getting written permission from us first.

You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer.

You promise that you will not allow anyone else to obtain a lien or security interest on this vehicle or levy against it to pay a debt or judgment.

You agree to give us written notice within 10 days if your address changes from the one shown on the front of this form.

You agree to give us any information that we might reasonably request and sign any papers we may need to establish and maintain our security interest in this vehicle.

You agree not to remove this vehicle from the United States for more than 30 days before getting written permission from us.

You promise to keep this vehicle in good repair and not destroy it or use it in a way that breaks any law or violates the insurance policy on the vehicle. You agree that we may inspect this vehicle at any reasonable time.

You promise to pay any taxes, assessments, registration fees, repair bills, or other expenses in connection with this vehicle when they are due.

If we get a refund of insurance, maintenance, service, or other contract charges, we may subtract the refund from what you owe us.

You agree that, if the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under any insurance, maintenance, service, or other contracts for which charges are included in this contract and we may cancel these contracts to obtain refunds of unearned charges to reduce what you owe.

### Insurance

You promise to have physical damage insurance covering loss or damage to the vehicle as long as this contract is in effect, and you agree to give us a certificate of insurance or other proof that you have fulfilled this promise. The insurance must cover our interest in the vehicle and benefits under the insurance must be payable to us. The policy must provide for at least 10 days' written notice to us before it can be cancelled. The terms, amounts, effective dates and insurance company must meet our approval.

If, at any time, you do not have the physical damage insurance on the vehicle required by this contract, we may, if we decide, purchase insurance that covers both your interest and our interest in the vehicle or purchase insurance that only covers our interest in the vehicle and charge you the premium for the insurance plus a finance charge computed at the Annual Percentage Rate stated on this contract. We will notify you if we purchase this insurance and we will tell you what type it is and how much you will have to pay.

You agree that we may use any insurance settlement to reduce what you owe or repair the vehicle if it is lost or damaged.

If you have elected on the front of this contract to obtain any insurance, see the policies or certificates from the insurers for coverage limits and other terms and conditions.

### Cellular Telephone Contact

By providing us or our assignee your cellular telephone number, you expressly consent to receiving telephone calls and text messages from us and our assignee as well as their agents (the "Parties") in connection with your account. The Parties will not charge you for such calls or texts. Your wireless carrier will charge you for incoming calls and text messages according to your plan.

### If You Break a Promise to Us (Default)

You will be in default if:

- you do not pay the payments as agreed;
- any information you provide in connection with this contract is not true when you provide it;
- you die or any guarantor or surety for you dies;

- you start a proceeding in bankruptcy or one is started against you or your property;
- if you are a business, you are dissolved, terminated, or cease doing business; OR
- you break any of the other promises you made in this contract.

If you default, we may demand that you pay all you owe us at once after we give you any notice that the law requires, and we may sue to collect.

If we hire an attorney to collect what you owe under this contract, you will pay the attorney fees and court costs, as the law permits. The maximum attorney fee you will pay will be 15% of the amount you owe, unless a court awards an additional amount.

If you default, we may take (repossess) the vehicle from you after we give you any notice the law requires. We may take the vehicle only if we do so peacefully and the law allows it. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle.

If the vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If any personal items are in the vehicle when we repossess it, we may store them for you at your expense. If you do not ask for these items, we may dispose of them as the law allows.

If we repossess the vehicle, you may redeem it (pay to get it back). Upon your request, we will tell you how much you must pay to redeem the vehicle. Your right to redeem ends when we sell the vehicle.

If we repossess the vehicle, we may claim benefits under any insurance, maintenance, service, or other contracts for which charges are included in this contract. We also may cancel these contracts to obtain refunds of unearned charges to reduce what you owe or to repair the vehicle.

If we repossess the vehicle and sell it, we will apply the money from the sale to the amount you owe after subtracting allowed expenses. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it, including attorney fees and court costs the law permits. If the money from the sale is not enough to pay the amount you owe, you must pay the rest to us unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at the highest lawful rate until you do.

If you default, the finance charge will continue in effect until all amounts owed under this contract are paid in full.

### If We Make Payments or Incur Expenses for You

You agree that we may pay taxes, registration, title, or license fees, assessments, repair bills, registration fees, insurance this contract requires, or other items related to the vehicle if these expenses are reasonable to protect the risk of loss or damage to the vehicle and if we notify you of these expenditures. You also agree that, if we do pay any of these expenses for you, the amount of the payment will accrue a finance charge at the annual percentage rate stated in this contract, and you agree to reimburse us on demand for any such payments or expenses.

### Applicable Law and Severability

Federal law and Colorado law apply to this contract.

If any provision of this contract or part thereof violates any federal, state or local law or ordinance, that provision or part thereof shall be deemed amended to so comply with the law or ordinance, and shall be construed in a manner so as to comply.

If any part of the "Arbitration" clause below, other than waivers of class action rights or consolidation rights, is determined to be unenforceable for any reason, the rest of the "Arbitration" clause remains enforceable. If waiver of class action rights or consolidation rights is deemed or found to be unenforceable for any reason, the rest of the "Arbitration" clause is unenforceable.

If any other provisions of this contract are determined to be unenforceable by an Arbitrator or a court, such provisions will be severed from this contract and the remaining provisions will be enforceable according to their terms.

### SELLER'S RIGHT TO CANCEL

Seller agrees to deliver the vehicle to you on the date this contract is signed. Seller intends to assign this contract to a financial institution. If Seller does not assign this contract to a financial institution, Seller may cancel this contract upon written notice. In that event, you may enter into a new contract with different financing terms or you may pay with alternate funds arranged by you. Upon receipt of our notice, you must immediately return the vehicle to Seller. If you do not immediately return the vehicle, Seller may use any legal means to recover it (including repossession) and you will be liable for all expenses incurred in recovering the vehicle, including reasonable attorneys' fees. All terms of this contract are in full force and you are responsible for any loss or damage to the vehicle and the costs of repair of any damage while the vehicle was in your possession.

### ARBITRATION

You or we may elect to resolve any claim, dispute or controversy arising under or relating to this contract or the vehicle purchase agreement by binding arbitration. Any dispute resolution provisions in the purchase agreement, however, control any claim under or relating to that agreement. A "claim" includes without limitation contract claims and tort claims. "Claim" also includes constitutional, statutory, common law, regulatory and equitable claims. "Claim" includes any claims regarding the contract's validity, enforceability or scope.

A single neutral arbitrator appointed under the applicable rules of the Arbitration Organization you select ("the Rules") shall conduct the arbitration. You may select the American Arbitration Association (ada.org), IAMS (iamsdispute.org), or with our approval, another arbitration organization. Contact the Arbitration organization you choose to

initiate the arbitration process. ... you may select the

The arbitrator shall conduct the arbitration hearing in the federal judicial district in which you live. The arbitrator shall apply governing substantive law and statutes of limitation in making an award. If the arbitration organization's rules conflict with this arbitration clause, this arbitration clause controls. If the Rules do not specify how fees must be allocated, we will pay the filing, arbitrator, and other administration fees up to \$5,000. We will pay more if the law says we must. The arbitrator may reimburse in whole or in part amounts we pay if the arbitrator finds that any of your claims is frivolous under applicable law. You and we will each pay our own attorney, expert and other fees, unless the arbitrator awards such fees under applicable law. Unless prohibited by law, if a party unsuccessfully challenges the arbitrator's award or fails to comply with it, the other party may recover the costs, including reasonable attorneys' fees, of defending or enforcing the award.

You and we agree that the Federal Arbitration Act, and not any state or local arbitration law or judicial arbitration rule, controls this arbitration clause.

**IF YOU OR WE ELECT ARBITRATION, THE FOLLOWING APPLY:**

**YOU AND WE UNCONDITIONALLY WAIVE THE RIGHT TO LITIGATE CLAIMS IN COURT.**

**YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL.**

**YOU AND WE WAIVE THE RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS IN ANY CLASS ACTION, INCLUDING CLASS ARBITRATION.**

**YOU AND WE WAIVE THE RIGHT TO CONSOLIDATE YOUR ARBITRATION WITH OTHERS.**

We do not waive our right to compel arbitration by engaging in self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for Claims within that court's jurisdiction, so long as such action is not transferred, removed or appealed to a different court. We do not waive our right to compel arbitration by filing a replevin action or a small claims action. This arbitration provision survives any termination, payoff or transfer of this contract.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, the Buyer (Debtor) will not assert against any subsequent holder or assignee of this contract any claims or defense the Buyer (Debtor) may have against the Seller, or against the manufacturer of the vehicle obtained under this contract.

If this transaction contains a fee or premium for guaranteed automobile protection, all holders and assignees of this consumer credit transaction are subject to all claims and defenses which the Buyer could assert against the original creditor resulting from the Buyer's purchase of guaranteed automobile protection.

This contract is assigned subject to the terms of a separate agreement.

**ASSIGNMENT**

For value received, Seller assigns all of its right, title and interest in this Contract to Ally Bank. Seller expressly warrants that: (a) this Contract arose from the bona fide, ordinary course of business, sale to Buyer of the described property, (b) title to the property at the time of sale was vested in Seller, (c) Seller had the legal right to and did properly assign and deliver such title and property to Buyer, (d) such property was not misrepresented in any way to Buyer, (e) the statements of Buyer in his credit statement are true to Seller's knowledge, (f) the Collateral is free of all security interests and liens, except the within security interest, (g) Seller is the sole owner of this Contract and has the right to sell and assign same, (h) the down payment was paid in full by Buyer in cash and/or trade-in as stated herein, (i) Buyer is of lawful age and competent, (j) the signature(s) of Buyer(s) is (are) genuine, (k) the Collateral is correctly described herein, (l) Seller has made all disclosures and given all notices required by the Federal Consumer Credit Protection Act and Colorado Uniform Consumer Credit Code, and (m) Buyer's obligation did not arise from a referral sale or a home solicitation sale. If any of the above warranties are false, Seller agrees to save assignee harmless and to pay all attorney fees and other costs incurred by assignee in enforcing such warranties against Seller.

Greenwood Automotive  
Seller

By

Agent  
Title

06/07/18  
Date

2007 Chevy

COLORADO REGISTRATION/OWNERSHIP TAX RECEIPT

TYPE	PLATE	TAB	VIN	EXPIRE	FUEL				
LTK-REG	5820JC	W450670	1GCHG39U171142349	03/2019	G				
DUAL REG	DUAL NO	DUAL TAB	DUAL EXPIRE	TITLE	FLEET #				
				0000000	10R820108				
YR	MAKE	MODEL	BODY	COL	CWT	CC	WATTS	LxW	T/C
2007	CHE			VN	WHI		56		
PURCH DATE	PURCH PRICE	TAX VALUE	BUS DATE	PREV EXPIRE	CITY	U/R	B		
12/28/2006	28265.00	22,364	02/21/2018	03/2018	0007	U			
HVUT	C/P	CARRIER	BUS	CNT	PUC#	PWD ID	ID HOLDER	H/C	DATE
				000					
UNIT #	GVW	GVWR	MILES	HI GVW					

OWNER NAME/MAILING ADDRESS

MC LIQUOR 02 LLC

P/03022017/E/032019

5690 DTC BLVD #515  
GREENWOOD VLG CO 80111

VALIDATION	TOTAL
PAID ARAPAHOE 02/21/2018 120595BX2 R01 Y	137.97

MOTOR VEHICLE INSURANCE IS COMPULSORY IN COLORADO. NON-COMPLIANCE IS A MISDEMEANOR TRAFFIC OFFENSE

Pursuant to 42-4-1409, C.R.S., the penalties for failure to have motor vehicle insurance coverage is a Class 1 Misdemeanor Traffic Offense punishable by a mandatory minimum ten days imprisonment, or three hundred dollar fine, or both or a mandatory maximum one year imprisonment, or one thousand dollar fine, or both shall be imposed by section 42-4-1701(3)(a)(II)(A), C.R.S.; and

a. A minimum mandatory fine of not less than five hundred dollars or greater if imposed by the court; and

b. At the discretion of the court, a fine of not less than one hundred dollars or greater if imposed by the court;

c. A second or subsequent conviction within a period of five years following a prior conviction, a minimum mandatory fine of not less than one thousand dollars.

Note: Colorado law provides for a one-month grace period after a registration is due for renewal, excluding SMM tabs, handicap placards, and permits.

<b>SALES TAX</b>		<b>TITLE FEES AND CREDITS</b>	
CITY TAX	0.00	<b>TITLE FEES</b>	
COUNTY TAX	0.00	TITLE	0.00
DISTRICT TAX	0.00	TITLE OTHER FEE	0.00
RTD TAX	0.00	<b>CREDITS</b>	
STATE TAX	0.00	CREDIT REG FEES	0.00
<b>SPECIFIC OWNERSHIP TAX</b>		CRDT SPEC OWN TAX	0.00
PRIOR OWN TAX	0.00		
SPECIFIC OWN TAX	3.00		

**DRAGUL RESPONSE TO JOINT MOTION FOR TURNOVER AND ACCOUNTING**  
**CASE #2018 CV 33011**  
**DATE FILED: JUNE 4, 2019**

DATE FILED: June 20, 2019 4:44 PM  
FILING ID: ED2B15A52ED79  
CASE NUMBER: 2018CV33011

## **EXHIBIT M**

### **CHUBB INSURANCE CLAIMS**

**10 CHERRY LANE DRIVE, CHERRY HILLS VILLAGE, CO 80113**



**DRAGUL RESPONSE TO EXHIBIT 8 TO JOINT MOTION FOR TURNOVER AND ACCOUNTING  
CASE #2018 CV 33011  
DATE FILED: JUNE 4, 2019**

**EXHIBIT M**

**LIST OF CHECKS RECEIVED FROM CHUBB INSURANCE CLAIMS  
FOR 10 CHERRY LANE DRIVE, CHERRY HILLS VILLAGE, CO 80113**

<b>Date</b>	<b>Check #</b>	<b>Amount</b>	<b>Ins. Claim</b>
02/18/10	5638537	1,490.68	Lightning Strike
02/22/10	5644247	18,560.40	Water Damage
02/22/10	5642760	97,111.00	Water Damage
08/28/13	8544959	114,716.14	Water Damage
10/17/13		14,440.00	Water Damage
11/04/13	8714457	12,538.78	Water Damage
09/23/15	1475766	50,000.00	HVAC
10/10/15	1488251	200,000.00	HVAC
10/13/15	1525102	5,515.11	HVAC
12/03/15	1572333	200,000.00	HVAC
12/17/15	1661053	43,661.00	HVAC
02/24/16	1745204	278,244.59	HVAC
03/03/16	1804170	30,000.00	HVAC
03/03/16	1804163	363,095.00	HVAC
04/26/16	1915368	337,692.41	HVAC
07/21/16	2088945	145,000.00	HVAC
<b>Total</b>		<b>1,912,065.11</b>	