



GUARANTEE NO.  
MG-1-CO1026-7771420

**WESTCOR LAND TITLE  
INSURANCE COMPANY**

**MORTGAGE GUARANTEE**

No. AR21903298 Liability \$ \$25,000.00 Fee \$ \$200.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE OTHER PROVISIONS OF THE GUARANTEE CONDITIONS AND STIPULATIONS HEREOF, WESTCOR LAND TITLE INSURANCE COMPANY, A SOUTH CAROLINA CORPORATION, herein called the Company,

Guarantees the Assured named herein against loss (including attorney fees) not exceeding the liability amount stated in above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to public records, on the date stated below.

1. The title to the herein described estate or Interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which exceptions are not necessarily shown in the order of their priority;
2. The existence of a lien or encumbrance on the title, other than those shown as Exceptions (which Exceptions are not necessarily shown in the order of their priority.)

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

Issued By: CO1026 \* AR21903298  
Colorado Title & Closing Services, LLC  
970 Main Avenue  
Durango, CO 81301

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell  
President  
Attest: [Signature]  
Secretary

Authorized Agent [Signature]

# MORTGAGE GUARANTEE

## SCHEDULE A

State: Colorado  
County: Archuleta

Agent Number	File Number	Guarantee Number	Guarantee Effective Date	Amount of Guarantee
CO1026	AR21903298	MG-1-CO1026-7771420	September 23, 2019	\$25,000.00

1. Party (Parties) Assured:

**LESLIE LEE FAUST and SHERYL LYNN PHILLIPS**

2. The record title to the estate in said land is at the date hereof vested in:

**LESLIE LEE FAUST and SHERYL LYNN PHILLIPS**

3. The estate or interest in the land described in this schedule is:

**FEE SIMPLE**

The mortgage(s), if any, to which said land is subject:

**NONE**

4. Description of the Land:

**TRACT I:**

**Lot 19 in POWDER HORN SUBDIVISION, according to the plat thereof filed for record September 17, 2002 as Reception No. 20208425.**

**TRACT II:**

**Lot 20 in POWDER HORN SUBDIVISION, according to the plat thereof filed for record September 17, 2002 as Reception No. 20208425.**

This Guarantee Valid Only if Cover and Schedule A & B are attached.

## **GUARANTEE CONDITIONS AND STIPULATIONS**

### **1. DEFINITION OF TERMS- The following terms when used in the Guarantee mean:**

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

### **2. EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE**

- (a) Taxes or assessments which are not shown as existing by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

### **3. PROSECUTION OF ACTIONS**

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

## **7. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

## **8. GUARANTEE ENTIRE CONTRACT**

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

## **9. NOTICES, WHERE SENT**

ALL notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Westcor Land Title Insurance Company, 875 Concourse Parkway South, Suite 200 Maitland, FL 32751.

## **10. FEE**

The fee specified on Schedule A of this Guarantee is the total fee for title search and examination and for this Guarantee.

**WESTCOR LAND  
TITLE INSURANCE COMPANY**

**MORTGAGE  
GUARANTEE**

**HOME OFFICE**

875 Concourse Parkway South, Suite 200  
Maitland, FL 32751  
Telephone: (407) 629-5842