



COLORADO

Colorado Water Conservation Board

Department of Natural Resources
1313 Sherman Street, Room 718
Denver, CO 80203

March 27, 2024

Mesa County Public Trustee
PO Box 20,000, Dept 5207
Grand Junction, CO 81502

Subject: Releases of Deeds of Trust
Contract No. C150114

This refers to the attached Requests for Full Release of Deeds of Trust relative to an agreement between the The Loma Ditch and Lateral Company and the Colorado Water Conservation Board (CWCB). Also attached for your handling are the original Deeds of Trust along with the Promissory notes stamped "PAID IN FULL"., fee's are enclosed along with these documents. The original documents should be returned to CWCB in the enclosed self-addressed stamped envelope.
Should you have any questions, please contact me.

Thank you for your assistance in this matter.

Sincerely,

Jessica Halvorsen
Loan & Grant Program Assistant
Finance Section
jessica.halvorsen@state.co.us

Enclosures



Original Note and Deed of Trust Returned to:
WHEN RECORDED RETURN TO:
CWCB
1313 Sherman Street, Room 718
Denver, CO 80203

Prepared/Received by: Jessica Halvorsen

REQUEST FOR FULL ☒ / PARTIAL ☐

RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF INDEBTEDNESS WITH PRODUCTION OF EVIDENCE
OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

March 13, 2024	Date
The Loma Ditch and Lateral Company	Original Grantor (Borrower)
PO Box 11	Current Address of Original Grantor,
Loma, CO 81524	Assuming Party, or Current Owner
<input type="checkbox"/> Check here if current address is unknown	
Colorado Water Conservation Board	Original Beneficiary (Lender)
March 1, 2004	Date of Deed of Trust
March, 8 2004	Date of Recording and/or Re-Recording of Deed
2180693	of Trust
County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.	Recording Information

TO THE PUBLIC TRUSTEE OF

Mesa COUNTY (The County of the Public Trustee who is the appropriate grantee 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)**

Full Release

State of Colorado, Colorado Water Conservation Board, 1313 Sherman Street, Ste. 718 Denver, CO 80203

Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Deed of Trust

Kirk Russell, Finance Section Chief, CWCB, 1313 Sherman Street, Ste. 718 Denver, CO 80203

Name, Title and Address of Officer, Agent, or Attorney of Current Owner and Holder

KR Russell 3/20/24
Signature/Date

State of Colorado, County of Denver

The foregoing Request for Release was acknowledged before

me on March 20, 2024 (date) by*

Kirk Russell

Finance Section Chief

March 27, 2027 Date Commission Expires

*If applicable, insert title of officer and name of current owner and holder

JESSICA GIBBS⁽¹⁾
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234011689
MY COMMISSION EXPIRES MARCH 27, 2027

Notary Public

Witness my hand and official seal

Jessica Gibbs

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 current owner and holder of the indebtedness;

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 appurtenances thereto belonging.

(Public Trustee use only - use appropriate label)

(Public Trustee's Seal)

Public Trustee

Deputy Public Trustee

(If applicable: Notary Seal)

(If applicable, Name and Address of Person Creating New Legal Description as Required by § 38-35-106.5, Colorado Revised Statutes.)

Original Note and Deed of Trust Returned to:
WHEN RECORDED RETURN TO:
CWCB
1313 Sherman Street, Room 718
Denver, CO 80203
Prepared/Received by: Jessica Halvorsen

REQUEST FOR FULL ☒ / PARTIAL ☐
RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF INDEBTEDNESS WITH PRODUCTION OF EVIDENCE
OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

March 13, 2024	Date
The Loma Ditch and Lateral Company	Original Grantor (Borrower)
PO Box 11	Current Address of Original Grantor,
Loma, CO 81524	Assuming Party, or Current Owner
<input type="checkbox"/> Check here if current address is unknown	
Colorado Water Conservation Board	Original Beneficiary (Lender)
November 1, 2002	Date of Deed of Trust
February 18, 2003	Date of Recording and/or Re-Recording of Deed of Trust
2104297	Recording Information
County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.	

TO THE PUBLIC TRUSTEE OF
Mesa COUNTY (The County of the Public Trustee who is the appropriate grantee 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)**

Full Release

State of Colorado, Colorado Water Conservation Board, 1313 Sherman Street, Ste. 718 Denver, CO 80203
Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Deed of Trust
Kirk Russell, Finance Section Chief, CWCB, 1313 Sherman Street, Ste. 718 Denver, CO 80203
Name, Title and Address of Officer, Agent, or Attorney of Current Owner and Holder
Signature/Date 3/20/24

State of Colorado, County of Denver
The foregoing Request for Release was acknowledged before me on March 20, 2024 (date) by*
Kirk Russell
Finance Section Chief
March 21, 2024 Date Commission Expires
*If applicable, insert title of officer and name of current owner and holder

JESSICA GIBBS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234011689
MY COMMISSION EXPIRES MARCH 27, 2027
Signature/Date 3/20/24
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 current owner and holder of the indebtedness;
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 appurtenances thereto belonging.

(Public Trustee use only, use appropriate label) (Public Trustee Seal)
Public Trustee
Deputy Public Trustee
(If applicable, Notary Seal)

(If applicable, Name and Address of Person Creating New Legal Description as Required by § 38-35-106.5, Colorado Revised Statutes.)

2104297 02/18/03 0430PM
JANICE WARD CLK&REC MESA COUNTY CO
REC FEE \$15.00 SURCHG \$1.00

Deed of Trust

DATE: November 1, 2002

GRANTOR: THE LOMA DITCH AND LATERAL COMPANY

BENEFICIARY: COLORADO WATER CONSERVATION BOARD

COUNTY: MESA COUNTY

PRINCIPAL LOAN AMOUNT: \$250,235

LOAN CONTRACT: Loan Contract No. C150114, dated November 1, 2002

TERMS: Interest of 2.75% per annum and repayment period of 30 years

COLLATERAL: An undivided one hundred percent (100%) interest in and to all easements and rights-of-way appurtenant thereto, all improvements thereon, and all other physical and legal features known as the Loma Lateral Ditch, located in the SE/4 SE/4 of Section 28, E/2 NE/4 of Section 33, NW/4 NW/4 and S/2 of Section 34, Township 2 North, Range 3 West and NE/4 Section 3 of Township 1 North, Range 3 West of the Ute Meridian, Mesa County, Colorado, together with all gates, easements, ditches, canals, rights-of-way and all other structures, appliances, fixtures and other property of whatsoever kind and description used in connection with the operation of said lateral ditch.

This indenture is between the GRANTOR, and the Public Trustee of the above referenced COUNTY, State of Colorado ("PUBLIC TRUSTEE"),

Factual Recitals

1. The GRANTOR has executed a Promissory Note of even date and amount, set forth in the LOAN CONTRACT, for a loan in the PRINCIPAL LOAN AMOUNT to be repaid to the BENEFICIARY, with terms as shown above and in accordance with the Promissory Note or until loan is paid in full.
2. The GRANTOR is desirous of securing payment of the PRINCIPAL LOAN AMOUNT and interest of said Promissory Note to the BENEFICIARY.

The GRANTOR, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said PUBLIC TRUSTEE in trust forever, the above described COLLATERAL.

To have and to hold the same, together with all appurtenances, in trust

Appendix 5 to Loan Contract C150114

nevertheless, that in case of default in the payment of said Promissory Note, or any part thereof, or the interest thereon, or in the performance of any covenants hereinafter set forth or in said Promissory Note or LOAN CONTRACT, then upon the BENEFICIARY filing notice of election and demand for sale, said PUBLIC TRUSTEE, after advertising notice of said sale weekly for not less than four weeks in some newspaper of general circulation in said COUNTY, shall sell said COLLATERAL in the manner provided by law in effect at the time of filing said notice and demand, at public auction for cash, at any proper place designated in the notice of sale. Out of the proceeds of said sale, the PUBLIC TRUSTEE shall retain or pay first all fees, charges and costs and all moneys advanced for taxes, insurance and assessments, or on any prior encumbrance, with interest thereon and pay the principal and interest due on said Promissory Note, rendering the overplus, if any, unto the GRANTOR; and after the expiration of the time of redemption, the PUBLIC TRUSTEE shall execute and deliver to the purchaser a deed to the COLLATERAL sold. The BENEFICIARY may purchase said COLLATERAL or any part thereof at such sale.

The GRANTOR covenants that at the time of the delivery of these presents, it is well seized of the COLLATERAL in fee simple, and has full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid. The GRANTOR fully waives and releases all rights and claims it may have in or to said COLLATERAL as a Homestead Exemption or other exemption, now or hereafter provided by law. The GRANTOR further covenants that the collateral is free and clear of all liens and encumbrances whatever and that the GRANTOR shall warrant and forever defend the COLLATERAL in the quiet and peaceable possession of the PUBLIC TRUSTEE, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

Until payment in full of the indebtedness, the GRANTOR shall timely pay all taxes and assessments levied on the COLLATERAL; any and all amounts due on account of the principal and interest or other sums on any senior encumbrances, if any; and will keep the COLLATERAL insured in accordance with the requirements of the LOAN CONTRACT. In the event of the sale or transfer of the COLLATERAL, the BENEFICIARY, at its option, may declare the entire balance of the note immediately due and payable.

In case of default in any of said payments of the principal or interest, according to the terms of said Promissory Note or LOAN CONTRACT, by the GRANTOR, its successors or assigns, then said principal sum hereby secured, and interest thereon, may at once, at the option of the BENEFICIARY, become due and payable, and the said COLLATERAL be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the PUBLIC TRUSTEE, an attorney's fee in a reasonable amount for services in the supervision of said foreclosure proceedings shall be allowed by the PUBLIC TRUSTEE as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the cost of such foreclosure proceedings.

It is further understood and agreed, that if a release or a partial release of this Deed of Trust is required, the GRANTOR, its successors or assigns will pay the expense thereof; that all the covenants and agreements contained herein and in the Promissory Note and LOAN CONTRACT shall extend to and be binding upon the successors or assigns of the respective parties hereto; and that the singular number shall include the

plural, the plural the singular, and the use of any gender shall be applicable to all genders.



The Loma Ditch and Lateral Company, a Colorado nonprofit corporation

By Terry L. Retherford
Terry L. Retherford, President

ATTEST:
By Jack D. Williams
Jack D. Williams, Corporate Secretary

County of Mesa)
State of Colorado) SS

The foregoing instrument was acknowledged before me this 31 day of October 2002, by Terry L. Retherford and Jack D. Williams, as President and Corporate Secretary, respectively, of The Loma Ditch and Lateral Company. Witness my hand and official seal.

Shelby R. Cohee Notary Public

My commission expires 10/02/2006



My Commission Expires 10/02/2006



My Commission Expires 10/01/2000

30215
Cedars Water Corporation
attn: 85 Brande St
Water Supply, Glen & Irvine
1313 Stearns, Denver, CO 80202

PROMISSORY NOTE

Date: November 1, 2002
Borrower: The Loma Ditch and Lateral Company
Principal Amount: \$ 250,235
Interest Rate: 2.75% per annum
Term of Repayment: 30 years
Loan Contract No. : C150114, dated November 1, 2002
Loan Payment: \$12,357.71
Payment Initiation Date *: _____
Maturity Date*: _____

- These two fields are filled in after the project has been substantially completed
1. FOR VALUE RECEIVED, the BORROWER promises to pay the Colorado Water Conservation Board ("CWCB"), the Principal Amount plus Interest for the Term of Repayment, pursuant to the LOAN CONTRACT.
 2. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from the date the CWCB determines that the project is substantially complete (Payment Initiation Date), and annually thereafter until all principal, interest, and late charges, if any, have been paid in full, with all such principal, interest, and late charges, required to be paid on or before the Maturity Date.
 3. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 721, Denver, Colorado 80203.
 4. The CWCB may impose a late charge in the amount of 5% of the annual payment if the CWCB does not receive the annual payment within 15 calendar days of the due date.
 5. This Note may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
 6. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
 7. This Note is issued pursuant to the LOAN CONTRACT between the CWCB and the BORROWER. The LOAN CONTRACT creates security interests in favor of the CWCB to secure the prompt payment of all amounts that may become due hereunder. Said security interests are evidenced by a Security Agreement, and Deed of Trust of even date and amount and cover certain revenues, real property, water rights and/or accounts of the BORROWER. The LOAN CONTRACT, Security Agreement, and Deed of Trust grant additional rights to the CWCB, including the right to accelerate the maturity of this Note in certain events.

8. If any annual payment is not paid when due or any default under the LOAN CONTRACT or the Security Agreement or Deed of Trust securing this Note occurs, the CWCB may declare the entire outstanding principal balance of the Note, all accrued interest, and any outstanding late charges immediately due and payable, and the indebtedness shall bear interest at the rate of 7% per annum from the date of default. The CWCB shall give the BORROWER written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the BORROWER shall be considered in default for purposes of this Promissory Note.
9. The BORROWER and any co-signer or guarantor hereby agree that if this Note or interest thereon is not paid when due or if suit is brought, then it shall pay all reasonable costs of collection, including reasonable attorney fees. In the event of any bankruptcy or similar proceedings, costs of collection shall include all costs and attorney fees incurred in connection with such proceedings, including the fees of counsel for attendance at meetings of creditors' committees or other committees.
10. This Note shall be governed in all respects by the laws of the State of Colorado.

BORROWER: The Loma Ditch and Lateral Company, a Colorado nonprofit corporation

By 
Terry L. Retherford, President

Attest:

By 
Jack D. Williams, Corporate Secretary

PAID IN FULL

THE BOARD OF DIRECTORS OF THE
SOUTHERN PACIFIC RAILROAD COMPANY
DO HEREBY CERTIFY THAT THE
FOLLOWING IS A TRUE AND CORRECT
COPY OF THE CHARTER OF THE
SOUTHERN PACIFIC RAILROAD COMPANY
AS AMENDED TO DATE OF THIS CERTIFICATE

THIS CERTIFICATE IS VALID FOR THE
PURPOSES OF THE CHARTER OF THE
SOUTHERN PACIFIC RAILROAD COMPANY
AS AMENDED TO DATE OF THIS CERTIFICATE

IN WITNESS WHEREOF, THE BOARD OF DIRECTORS
HAS CAUSED THIS CERTIFICATE TO BE
SIGNED AND SEALED THIS 1st DAY OF
JANUARY, 1901



AMENDMENT NO. 1 TO DEED OF TRUST

Date: March 1, 2004

Grantor (Borrower): The Loma Ditch and Lateral Company

Beneficiary (Lender): Colorado Water Conservation Board

Date of Deed of Trust: November 1, 2002

Recording Date of Deed of Trust: February 18, 2003

County of Recording ("County"): Mesa County

Deed of Trust Recording Information: 2104297, Book 3278, Page 39-41

Loan Contract: C150114, dated November 1, 2002,
amended March 1, 2004

Promissory Note: \$233,756.86, 2.75%, 30 Years, dated March
1, 2004

This Amendment to the Deed of Trust is between the Grantor and the Public Trustee of the County, State of Colorado.

The Original Deed of Trust was recorded to secure repayment of the indebtedness evidenced by Loan Contract and Promissory Note between the Grantor and the Beneficiary.

The amount of the loan to the Grantor was decreased from \$250,235 to \$233,756.86. The Grantor and Beneficiary have agreed to amend the Original Deed of Trust to reflect the loan amount of \$233,756.86.

NOW THEREFORE, the CWCB and Grantor agree that:

1. The second full paragraph of the Original Deed of Trust is hereby amended to read as follows:

The Grantor has executed a Promissory Note dated March 1, 2004, to secure the repayment of the indebtedness evidenced by Contract No. C150114 dated November 1, 2002, as amended on March 1, 2004 for the total principal sum of \$233,756.86, to be repaid to the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board ("CWCB") the beneficiary herein, whose address is 1313 Sherman Street, Room 721, Denver, CO 80203, payable in 30 annual installments, in accordance with said Promissory Note, or until the loan is paid in full.

2. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this amendment and any of the provisions of the original deed of trust, the provisions of this amendment shall in all respects supersede, govern, and control.

Appendix 3 to Loan Contract C150114 Amendment No. 1

3. Any provisions of the original deed of trust not expressly modified herein remain in full force and effect.

Executed on the date first written above.

GRANTOR: The Loma Ditch and Lateral Company, a Colorado nonprofit corporation



By


Terry L. Retherford, President

By


Jack D. Williams, Corporate Secretary

County of Mesa

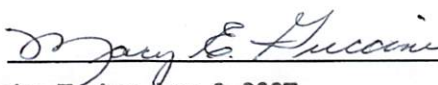
)

) SS

State of Colorado

)

The foregoing instrument was acknowledged before me this 21st day of February 2004, by Terry L. Retherford and Jack D. Williams, as President and Corporate Secretary, respectively, of The Loma Ditch and Lateral Company. Witness my hand and official seal.

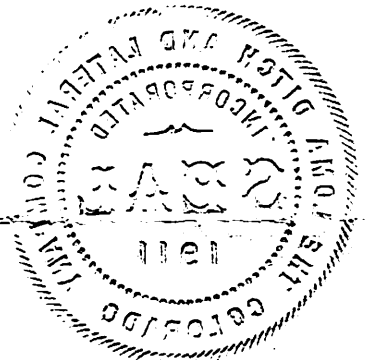


Notary Public

My commission expires My Commission Expires June 8, 2007

Return recorded document to: CWCB Finance Section, Attn: Jan Illian, 1580 Logan Street, Suite 750, Denver CO 80203 (Phone Number 303-866-3462)





PROMISSORY NOTE

Date: March 1, 2004
Borrower: The Loma Ditch and Lateral Company
Principal Amount: \$233,756.86
Interest Rate: 2.75% per annum
Term of Repayment: 30 years
Loan Contract No.: C150114, dated November 1, 2002, amended March 1, 2004
Loan Payment: \$7,935.02
Payment Initiation Date: July 1, 2003
Maturity Date: July 1, 2033

1. FOR VALUE RECEIVED, the BORROWER promises to pay the Colorado Water Conservation Board ("CWCB"), the Principal Amount plus Interest for the Term of Repayment, pursuant to the LOAN CONTRACT and this promissory note.
2. This Promissory Note replaces and supersedes the Promissory Note dated November 1, 2002, in the principal amount of \$250,235.
3. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation Date (the date the CWCB determines that the project is substantially complete), and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.
4. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 721, Denver, Colorado 80203.
5. The CWCB may impose a late charge in the amount of 5% of the annual payment if the CWCB does not receive the annual payment within 15 calendar days of the due date.
6. This Note may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
7. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
8. This Note is issued pursuant to the LOAN CONTRACT between the CWCB and the BORROWER. The LOAN CONTRACT creates security interests in favor of the CWCB to

secure the prompt payment of all amounts that may become due hereunder. Said security interests are evidenced by a Security Agreement, and/or Deed of Trust ("Security Instruments") of even date and amount and cover certain revenues, real property, water rights and/or accounts of the BORROWER. The LOAN CONTRACT and Security Instruments grant additional rights to the CWCB, including the right to accelerate the maturity of this Note in certain events.

9. If any annual payment is not paid when due or any default under the LOAN CONTRACT or the Security Instruments securing this Note occurs, the CWCB may declare the entire outstanding principal balance of the Note, all accrued interest, and any outstanding late charges immediately due and payable, and the indebtedness shall bear interest at the rate of 7% per annum from the date of default. The CWCB shall give the BORROWER written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the BORROWER shall be considered in default for purposes of this Promissory Note.
10. The BORROWER and any co-signer or guarantor hereby agree that if this Note or interest thereon is not paid when due or if suit is brought, then it shall pay all reasonable costs of collection, including reasonable attorney fees. In the event of any bankruptcy or similar proceedings, costs of collection shall include all costs and attorney fees incurred in connection with such proceedings, including the fees of counsel for attendance at meetings of creditors' committees or other committees.
11. This Note shall be governed in all respects by the laws of the State of Colorado.

BORROWER: The Loma Ditch and Lateral Company, a Colorado nonprofit corporation

By  _____
Terry L. Retherford, President

Attest

By  _____
Jack D. Williams, Corporate Secretary

PAID IN FULL

The first of these is the fact that the
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