REPORT OF RECEIPTS AND DISBURSEMENTS

For An Authorized Committee
(Summary Page)

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FEDERAL ELECTION
COMMISSION
PUBLIC DISCLOSURE
DIVISION
JAN 28 11 27 AM '99

USE FEC MAILING LABEL OR TYPE OR PRINT

1. NAME OF COMMITTEE (in full): Mark Udall for Congress, Inc.

ADDRESS (number and street): PO Box 729 ☐ Check if different than previously reported

CITY, STATE and ZIP CODE: Louisville CO 80027 STATE/DISTRICT: CO 2nd C.D.

2. FEC IDENTIFICATION NUMBER: C00331439

3. IS THIS REPORT AN AMENDMENT? ☒ YES ☐ NO

4. TYPE OF REPORT

☐ April 15 Quarterly Report
☐ July 15 Quarterly Report
☐ October 15 Quarterly Report
☐ January 31 Year End Report
☐ July 31 Mid-Year Report (Non-election Year Only)

☒ 12-Day Pre-Election Report for the General (Type of Election) election on Nov 3, 1998 in the State of Colorado

☐ 30-Day Post-Election Report following the General Election on _____ in the State of _____

☐ Termination Report

This report contains activity for: ☒ Primary Election ☒ General Election ☐ Special Election ☐ Runoff Election

SUMMARY

5. Covering Period Oct 1, 1998 through Oct 14, 1998

	COLUMN A This Period	COLUMN B Calendar Year-to-Date
6. Net Contributions (other than loans)		
(a) Total Contributions (other than loans) (from Line 11(a))	159,649.20	752,389.59
(b) Total Contribution Refunds (from Line 20(d))	0	0
(c) Net Contributions (other than loans) (subtract Line 6(b) from 6(a))	159,649.20	752,389.59
7. Net Operating Expenditures		
(a) Total Operating Expenditures (from Line 17)	239,403.55	725,915.52
(b) Total Offsets to Operating Expenditures (from Line 14)	0	0
(c) Net Operating Expenditures (subtract Line 7(b) from 7(a))	239,403.55	725,915.52
8. Cash on Hand at Close of Reporting Period (from Line 27)	109,729.41	
9. Debts and Obligations Owed TO the Committee (itemize all on Schedule C and/or Schedule D)	0	
10. Debts and Obligations Owed BY the Committee (itemize all on Schedule C and/or Schedule D)	36,944.60	

For further information contact:
Federal Election Commission
999 E Street, NW
Washington, DC 20463
Toll Free 800-424-9530
Local 202-694-1100

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer: James B. Martin

Signature of Treasurer: James B. Martin

Date: 01/26/99

NOTICE: Misrepresentation of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C. §437g.

FEC FORM (revised 4

DETAILED SUMMARY PAGE

of Receipts and Disbursements

(Page 2, FEC FORM 3)

Name of Committee (in full) Mark Udall for Congress, Inc.

Report Covering the Period: From: Oct 1, 1998 To: Oct 14, 1998

I. RECEIPTS	COLUMN A Total This Period	COLUMN B Calendar Year-To-Date
11. CONTRIBUTIONS (other than loans) FROM:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A)	71,745.00	
(ii) Unitemized	17,725.00	
(iii) Total of contributions from individuals	89,520.00	582,226.07
(b) Political Party Committees	Ø	Ø
(c) Other Political Committees (such as PACs)	70,129.20	170,163.52
(d) The Candidate	Ø	Ø
(e) TOTAL CONTRIBUTIONS (other than loans) (add 11(a)(iii), (b), (c) and (d))	159,649.20	752,389.59
12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES	Ø	Ø
13. LOANS:		
(a) Made or Guaranteed by the Candidate	Ø	40,000.00
(b) All Other Loans	Ø	Ø
(c) TOTAL LOANS (add 13(a) and (b))	Ø	40,000.00
14. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.)	Ø	Ø
15. OTHER RECEIPTS (Dividends, Interest, etc.)	Ø	Ø
16. TOTAL RECEIPTS (add 11(e), 12, 13(c), 14 and 15)	159,649.20	792,389.59
II. DISBURSEMENTS		
17. OPERATING EXPENDITURES	239,403.55	725,915.52
18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES	Ø	Ø
19. LOAN REPAYMENTS:		
(a) Of Loans Made or Guaranteed by the Candidate	25,000.00	25,000.00
(b) Of All Other Loans	Ø	Ø
(c) TOTAL LOAN REPAYMENTS (add 19(a) and (b))	25,000.00	25,000.00
20. REFUNDS OF CONTRIBUTIONS TO:		
(a) Individuals/Persons Other Than Political Committees	Ø	Ø
(b) Political Party Committees	Ø	Ø
(c) Other Political Committees (such as PACs)	Ø	Ø
(d) TOTAL CONTRIBUTION REFUNDS (add 20(a), (b) and (c))	Ø	Ø
21. OTHER DISBURSEMENTS	Ø	Ø
22. TOTAL DISBURSEMENTS (add 17, 18, 19(c), 20(d) and 21)	264,403.55	750,915.52

III. CASH SUMMARY	
23. CASH ON HAND AT BEGINNING OF REPORTING PERIOD	$ 214,483.76
24. TOTAL RECEIPTS THIS PERIOD (from Line 16)	$ 159,649.20
25. SUBTOTAL (add Line 23 and Line 24)	$ 374,132.96
26. TOTAL DISBURSEMENTS THIS PERIOD (from Line 22)	$ 264,403.55
27. CASH ON HAND AT CLOSE OF THE REPORTING PERIOD (subtract Line 26 from 25)	$ 109,729.41

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Page 1 of 2 for
LINE NUMBER 13
(Use separate schedules for each numbered line)

SCHEDULE C
(Revised 3/90)

LOANS

Name of Committee (in Full): Mark Udall for Congress

A. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
Mileage Plus First Card PO Box 2004 Elgin, IL 60122-0001	$ 5,000	$5,000	Ø

Election: ☑ Primary ☐ General ☐ Other (specify): Interest Rate 18.4 %(apr) ☐ Secured

Terms: Date Incurred 12/27/97 Date Due none

List All Endorsers or Guarantors (if any) to Item A

1. Full Name, Mailing Address and ZIP Code Mark Emery Udall 6255 Simmons Drive Boulder, CO 80303	Name of Employer: State of Colorado Occupation: State Representative Amount Guaranteed Outstanding: $		
2. Full Name, Mailing Address and ZIP Code	Name of Employer Occupation Amount Guaranteed Outstanding: $		
3. Full Name, Mailing Address and ZIP Code	Name of Employer Occupation Amount Guaranteed Outstanding: $		

B. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
Norwest Bank 1740 Broadway Denver, CO	$ 10,000	$10,000	Ø

Election: ☑ Primary ☐ General ☐ Other (specify): Interest Rate 11.2 %(apr) Credit line on Checking Account ☐ Secured

Terms: Date Incurred 12/27 Date Due none

List All Endorsers or Guarantors (if any) to Item B

1. Full Name, Mailing Address and ZIP Code Mark Emery Udall 6255 Simmons Drive Boulder, CO 80303	Name of Employer: State of Colorado Occupation: State Representative Amount Guaranteed Outstanding: $		
2. Full Name, Mailing Address and ZIP Code	Name of Employer Occupation Amount Guaranteed Outstanding: $		
3. Full Name, Mailing Address and ZIP Code	Name of Employer Occupation Amount Guaranteed Outstanding: $		

SUBTOTALS This Period This Page (optional) .....

TOTALS This Period (last page in this line only) .....

Carry outstanding balance only to LINE 3, Schedule D, for this line. If no Schedule D, carry forward to appropriate line of Summary.

SCHEDULE C
(Revised 3/80)

LOANS

Page 2 of 2 for
LINE NUMBER _____
(Use separate schedules for each numbered line)

Name of Committee (In Full)
Mark Udall for Congress, Inc

A. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period
Norwest Bank 1740 Broadway Denver, CO	$40,000	$10,000	$30,000

Election: ☐ Primary ☐ General ☐ Other (specify): ☐ Secured

Terms: Date Incurred 8/3/98 Date Due 2000 Interest Rate 7.25 %(apr)

List All Endorsers or Guarantors (if any) to Item A

Full Name, Mailing Address and ZIP Code	Name of Employer / Occupation / Amount Guaranteed Outstanding
1. Mark Udall 6255 Simmons Drive Boulder, CO 80303	Name of Employer: St. of Colorado Occupation: St. Representative Amount Guaranteed Outstanding: $55,000
2. Full Name, Mailing Address and ZIP Code	Name of Employer: Occupation: Amount Guaranteed Outstanding: $
3. Full Name, Mailing Address and ZIP Code	Name of Employer: Occupation: Amount Guaranteed Outstanding: $

B. Full Name, Mailing Address and ZIP Code of Loan Source	Original Amount of Loan	Cumulative Payment To Date	Balance Outstanding at Close of This Period

Election: ☐ Primary ☐ General ☐ Other (specify): ☐ Secured

Terms: Date Incurred _____ Date Due _____ Interest Rate _____ %(apr)

List All Endorsers or Guarantors (if any) to Item B

Full Name, Mailing Address and ZIP Code	Name of Employer / Occupation / Amount Guaranteed Outstanding
1. Full Name, Mailing Address and ZIP Code	Name of Employer: Occupation: Amount Guaranteed Outstanding: $
2. Full Name, Mailing Address and ZIP Code	Name of Employer: Occupation: Amount Guaranteed Outstanding: $
3. Full Name, Mailing Address and ZIP Code	Name of Employer: Occupation: Amount Guaranteed Outstanding: $

SUBTOTALS This Period This Page (optional) .....

TOTALS This Period (last page in this line only) $30,000

Carry outstanding balance only to LINE 3, Schedule D, for this line. If no Schedule D, carry forward to appropriate line of Summary.

SCHEDULE C-1
Federal Election Commission
Washington, D.C. 20463

Supplementary for information found on Page ___ of Schedule C

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN FULL)	FEC IDENTIFICATION NUMBER	
Mark Udall for Congress Inc.	CO 0331439	
FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER)	AMOUNT OF LOAN	INTEREST RATE (APR)
Norwest Bank 1740 Broadway Denver, CO	$30,000	8.75%
	DATE INCURRED OR ESTABLISHED	DATE DUE
	10/27/97	none

A. Has loan been restructured? ☒ No ☐ Yes. If yes, date originally incurred: _____

B. If line of credit, amount of this draw: $15,000 ; total outstanding balance: $15,000

C. Are other parties secondarily liable for the debt incurred?
☒ No ☐ Yes (Endorsers and guarantors must be reported on Schedule C.)

D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral?
☐ No ☒ Yes If yes, specify: real estate

What is the value of this collateral? house = $310,000

Does the lender have a perfected security interest in it? ☐ No ☒ Yes

E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan?
☒ No ☐ Yes If yes, specify: _____ What is the estimated value? _____

A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date account established: _____ Location of account: _____

F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.

G. COMMITTEE TREASURER
James B. Martin
TYPED NAME
James B. Martin
SIGNATURE
DATE 1-25-99

H. Attach a signed copy of the loan agreement.

I. TO BE SIGNED BY THE LENDING INSTITUTION:

I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.

II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.

III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.

AUTHORIZED REPRESENTATIVE	TITLE	DATE
Elizabeth Castle TYPED NAME Elizabeth Castle SIGNATURE	Personal Banker	1/27/99

Home Equity Access Line of Credit Agreement

Borrower's name: MARK E UDALL

Co-borrower's name: MARGARET L FOX

Bank's name: NORWEST BANK COLORADO, N.A.

Date: 10/27/97

Account number: 1637332602

DENVER

In this agreement, I, ME and MY refer to each borrower and co-borrower who signs this agreement. YOU and YOUR refer to the Bank named above. This agreement covers my Home Equity Access Line of Credit with you, which is a revolving line of credit.

I understand that the date shown above is the date this agreement is prepared by you. This agreement is effective and is considered made when you approve my credit and accept it after I have properly signed it, subject to any right of rescission under federal law.

Home Equity Access Line of Credit Loans

I may obtain a loan from this line of credit in person, by phone, or by using any special draft you have given me. The loan must be at least $ 300 ("Minimum Loan Amount").

☐ If this box is checked, this line of credit also provides overdraft protection for my checking account no. _____ (or for another checking account designated in any separate written agreement with you). This means that whenever I overdraw such checking account(s) by writing a check, by using my approved cash card, or by accessing my checking account(s) through some other means which you have agreed, in writing, to honor, or if any checking account(s) become overdrawn for any other reason, you will automatically give me an initial loan of $ 300 and thereafter as many times $ 0 as is needed to cover my overdrafts ("Automatic Loan Amount").

Overdraft protection loans will be deposited in my checking account. (If the amount available to borrow from this line of credit is less than the Automatic Loan Amount or Minimum Loan Amount shown above, then the Bank may, at its option, advance a loan for less than the Automatic or Minimum Loan Amounts.)

Credit Limit

My Home Equity Access Line of Credit is a revolving line of credit. My credit limit is $ 10,000. You do not have to give me any loan that would bring my unpaid balance over that limit. If you do make such a loan, any unpaid loan balance in excess of my credit limit ("Overline Amount") will be due with my next payment. I promise to pay you, when due, the unpaid loan balance, together with finance charges and other charges due on this line of credit.

Maturity Date

This line of credit will terminate and the unpaid loan balance, together with any unpaid finance charges, and other charges will be due and payable in full on 10/27/2002. Until that date, you agree to make the loans described above, subject to the terms of this agreement.

Finance Charges

A finance charge begins to accrue on the day each loan is made. You will charge me a FINANCE CHARGE on my unpaid loan balance at the end of each day at the daily periodic rate listed below:

☐ The daily periodic rate is _____ %. This corresponds to an ANNUAL PERCENTAGE RATE of _____ %.

☒ The daily periodic rate is a variable rate. It is equal to 1/365 of an annual rate of 3.90 % plus the "Index Rate." The daily periodic rate may increase if THE HIGHEST PRIME RATE ESTABLISHED IN THE WALL STREET JOURNAL 'MONEY RATES' TABLE (the "Index Rate") increases. My initial Index Rate will be equal to the Index Rate in effect on the last day of the month prior to the month in which you receive and accept this agreement.

The daily periodic rate in effect on the date shown at the top of this agreement is .024021 %, which corresponds to an ANNUAL PERCENTAGE RATE of 8.76 %. The ANNUAL PERCENTAGE RATE will never be more than 21.90 %.

The daily periodic rate will be adjusted on the first business day of every month, using the Index Rate in effect that day. Any increase will cause me to make larger monthly payments and/or a larger payment on the Maturity Date.

My finance charge for each monthly billing cycle is figured by multiplying my unpaid loan balance at the end of each day in the current billing cycle by the applicable daily periodic rate and then adding the results together. My unpaid loan balance at the end of each day will reflect loans, payments and credits made that day. The Annual Percentage Rate does not include costs other than interest.

I agree to pay a processing fee of $ _____ at the time I sign this agreement.

Monthly Payments

To repay my loans, you will each month:

☐ provide me with a bill stating the total payment due. The total payment due includes my regular minimum monthly payment(s) together with any past due regular minimum monthly payment(s) and all other charges then due on my line of credit.

☒ automatically charge my deposit account number 1011136396 for the regular minimum monthly payment(s) due plus any annual fee due. If this account does not have enough money in it to make this automatic payment, you may, but are not required to, make me a loan from this line of credit (in the automatic loan amount) to make the payment. Any other charges due must be paid separately. You may charge this account for these other charges if they are not paid.)

☐ automatically charge my account with another institution under the terms of a separate written (ACH) transfer authorization for the regular minimum monthly payment(s) due plus any annual fee due. (Any other charges due must be paid separately.)

My regular minimum monthly payment will be calculated on the day my monthly statement is prepared and will be due on the date shown in that statement (which will be approximately 15 days after the day the statement is prepared.)

PF 10844 (9-94) (401184)

Ex: Coagular minimum monthly payment will be the following amount (plus any Overline Amount):

☐ a fixed amount of $ _____

☒ a payment that is equal to the greater of $ 25.00 or 2.5 % of my unpaid loan balance.

These two options may not fully repay the balance owing on this line of credit before the Maturity Date.

☐ a payment that is equal to the finance charge (and credit insurance premiums, if any) owing. This option will not fully repay the balance owing on this line of credit before the Maturity Date.

Final Payment
I will be required to pay the unpaid loan balance, together with finance charges and other charges, outstanding on the Maturity Date in a "balloon" payment.

Other Charges
I agree to pay the following other charges, which are described in greater detail on the back side of this agreement:

Over-the-credit-limit fee	$ 0.00
Annual fee	$ 50.00
Return payment fee	$ 0.00
Stop payment fee	$ 18.00
Amounts paid to others on my behalf:	
- to public officials	$ 0.00
- to insurance companies	$ 0.00
- to _____	$ 0.00
- to _____	$ 0.00
- to _____	$ 0.00

I also agree to pay a late fee if any regular minimum monthly payment is not paid in full within 10 days of its scheduled due date. The late fee will be equal to:

☒ $ 15.00

☐ _____ % of the unpaid amount of the scheduled regular minimum monthly payment.

☐ the _____ of $ _____ or _____ % of the unpaid amount of the scheduled regular minimum monthly payment.

☐ No late fee will be assessed.

Security Interest
To protect you if I am in default, the loans on this line of credit are secured by a real estate mortgage or deed of trust which is dated ~~10/24/97~~ on the following property: 6/27/97
6295 SIMMONS DRIVE BOULDER CO 80303

Collateral securing other loans with you may also secure these loans.

Property and Flood Insurance
Property insurance on property I give as security:

☒ is ☐ is not required. If required, I may buy it through any insurance agent or company of my choice.

Flood Insurance. Flood insurance on property I give as security:
☐ is ☒ is not required at this time. However, it may be required in the future. If required at any time during the term of this loan, I may buy it through any insurance agent or company of my choice.

If my property I give as security is now located or later becomes located in a flood hazard area designated by the Federal Emergency Management Agency, I must obtain and maintain flood insurance coverage until this line of credit is terminated.

Credit Insurance
I am not required to buy credit insurance. If I choose to buy this insurance from you, it will repay my loans if I die, subject to the terms of the insurance certificate. The daily rate for this insurance and the corresponding cost per $100 of my average daily balance each month are shown below:

	Single Credit Life Insurance	Joint Credit Life
Daily rate	.002630 %	.00
Cost per $100	08.2 $	

I want to purchase the following credit in

☐ Single Life Insurance
☐ Joint Life Insurance
☒ No Insurance

Borrower's signature: X [signature] Date: 07/18/98
Co-borrower's signature: X [signature] Date: 09/20/98

You may change the terms of this agreement in [illegible] the Change in Terms provisions on page four of [illegible]

Signatures of Borrower and Co-borrower
I received and read a completed copy of [illegible] before signing it. I understand and agree to [illegible] during those on pages 3 and 4. I also understand [illegible] of this agreement contains additional term[illegible] information regarding my rights to dispute bill[illegible]

Borrower's signature: X [signature] Date: 10/31/97
Co-borrower's signature: X [signature] Date: 10/31/97

Bank Use Only:
01828 K1167 10/24/97 13:51

HEALOC Modification

BANK

This HEALOC Modification ("Agreement") is made the 15TH day of JANUARY, 1998 between Norwest Bank Colorado, N.A., existing under the laws of the United States of America, with its principal place of business at DENVER, CO (the "Bank") and Mark E. Udall and Margaret L. Fox (whether one or more, the "Borrower") residing at owned 5255 STONEGATE, CO BOULDER, CO.

Recitals

1. The Bank is the holder of the Home Equity/Access Line Agreement of the Borrower dated 10-27, 97, payable to the order of the Bank (such Home Equity/Access Line Agreement, together with any modifications to it made prior to the date of this Agreement, referred to as the "Note"). The line of credit evidenced by the Note currently has a credit limit of $ 10,000.00 and a maturity date of 10/17/2002.
2. To secure payment of the Note, the Borrower has given a mortgage or deed of trust to the Bank dated 10/27/1997 (such mortgage or deed of trust, together with any modifications to it made prior to the date of this Agreement, referred to as the "Mortgage") covering the real property located in BOULDER County, COLO (the "Property") and described in the Mortgage.
3. The Borrower acknowledges that the Note and the Mortgage are legal and binding obligations. Free and clear of any claim, defense or offset.
4. The Borrower and the Bank now desire to make changes to the Note and Mortgage as described below, and desire that the Note, as modified, continue to be secured by the Mortgage.

Agreement

Accordingly, in consideration of the promises and other good and valuable consideration, each to/of the other, the parties to this agreement agree to the following changes effective on 01/16, 1998 (the "Effective Date"). The changes are effective as of the day and year first written above. (Check applicable items below)

1. Line Access and Termination

☒ a. Termination/Maturity Date

The Borrower hereby agrees that no line of credit will hereinafter and the unpaid loan balance of the Note and any unpaid finance charges and other charges will be due and payable in full on 01/16, 2008. No future advances will be made on the line of credit on and after this date. Until that date the Borrower agrees to make monthly payments as disclosed in the Note, or Hereafter, as modified below.

☐ b. Advance Amount

Whenever the Borrower overdraws the checking account for which overdraft protection is provided the credit line evidenced by the Note by writing a check, by using an approved credit card, or by accessing the checking account through some other means which the Borrower has agreed in writing to honor, or if this checking account becomes overdrawn for any other reason acceptable to the Bank, the Bank will automatically advance Borrower an initial loan of $ _____ and thereafter as many times as $ _____ as is needed to cover the overdraft. If the amount available to borrow on the line of credit is less than this regular automatic loan amount, the Bank may (at its option) advance less than the regular automatic loan amount to cover the overdraft. Overdraft protection loans will automatically be deposited in the checking account. Loans to the Borrower by phone or by use of a special draft must be at least $ _____.

3. Regular Minimum Monthly Payments

☒ a. Billing or Automatic Charge for Regular Minimum Monthly Payments

to repay the Borrower's loans, the Bank will each month:

☐ provide the Borrower with a bill stating the total payment due. The total payment due includes the regular minimum monthly payment, together with any past due regular minimum monthly payment(s) and all other charges then due on the line of credit.

☒ automatically charge the Borrower's checking account # 163 1010363961 for the regular minimum monthly payment due plus any annual fee due. If the account does not currently have enough money in it to make the automatic payment, the Bank may, but is not required to, make a loan from the line of credit in the amount (not amount) to make the payment. (Any other charges due must be paid separately. The Bank may charge the account for these other charges if they are not paid.)

☐ automatically charge the Borrower's account with another institution (under the terms of a separate Author (ACH) transfer authorization) for the regular minimum monthly payment due plus any annual fee due. (Any other charges due must be paid separately)

☒ b. Amount of Regular Minimum Monthly Payments

Each regular minimum monthly payment will be calculated as the sum of the monthly interest charge prepaid and 1/36th due on the date shown in that statement (which will be approximately 15 days after the day the statement is prepared).

Each regular minimum monthly payment will be equal to the greater amount (see any Overline Amount):

☐ a. Fixed amount of $ _____

☒ an amount equal to the greater of $ 99.99 or 1.5 % of the unpaid loan balance.

These two options may not fully repay the balance owing on the line of credit before the Maturity Date.

☐ an amount equal to the finance charge (and credit insurance premiums, if any) owing. This option will not fully repay the balance owing on the line of credit before the Maturity Date.

4. Finance Charges

☐ a. Margin

☐ The daily periodic rate will be ☐ increased ☐ decreased to a rate of an annual rate of ____ % over the "Index Rate" defined in the Note (or as modified in subsection b. below if that box is checked).

☐ If the Borrower ceases to be an employee of the Bank or its affiliates, the Bank will increase the annual rate by adding ____ %.

☐ b. Index Rate

The "Index Rate" is changed to the highest prime rate published in the Wall Street Journal "Money Rates" table.

4. Credit Limit

☒ a. Credit Limit Increase

The Borrower's credit line is increased to $ 30,000.00.

☐ b. Credit Limit Decrease

The Borrower's credit line is decreased to $ _____.

The lien of the Mortgage secures this line of credit up to the amount of this new credit limit as it is advanced and remains outstanding from time to time.

5. Co-Borrower

☐ a. Co-Borrower

The Borrower desires to add _____ as a co-borrower on the Note and _____ agrees to be bound by all of the terms of the Note and this Agreement.

6. Credit Insurance

☐ a. Credit Insurance (optional)

The Borrower is not required to buy credit insurance. If the Borrower chooses to buy the insurance from the Bank, it will repay the Home Equity Access Line of Credit Note of the Borrower then subject to the rates and conditions contained in the Certificate of Insurance.

The daily rate for the insurance and the corresponding amount per $100 of the average daily balance each month are shown below:

	Single Life Insurance	Joint Life Insurance
Daily rate	____ %	____ %
Corresponding cost per $100	____ cent $100	____ cent per $100

I want to buy the following credit insurance:

☐ Single Credit Life Insurance ☐ Joint Credit Life Insurance

Borrower Date

X

UNLESS SECURED BY A DWELLING PROPERTY, OWNER'S CREDIT COST NOT INCLUDE ANY REFUNDED CREDIT INSURANCE

7. Other Charges

The fees and charges described below will be due and payable after the close of the billing cycle during which such fees and charges were incurred, in addition to the regular minimum monthly payment for that billing cycle (as specified in the monthly statement that the Bank has sent for that billing cycle).

☐ a. *Over-the-credit-limit fee:*
The Borrower agrees to pay the Bank a $ _____ over-the-credit-limit fee each time the Bank, at its sole discretion, makes any loan which (when added to the unpaid loan balance) exceeds the credit limit. Waiver of this fee is not a waiver of the credit limit. If waiver of this fee is made for a billing cycle or period, only one over-the-credit-limit fee will be charged during such billing cycle or period.

☐ b. *Annual fee:*
The Borrower agrees to pay the Bank a $ _____ annual fee. The annual fee will be charged each year during the billing cycle that falls on the anniversary date of the Note.

☐ c. *Return payment fee:*
The Borrower agrees to pay the Bank a $ _____ return payment fee for any check or other negotiable instrument tender or payment on the line of credit which is returned unpaid for any reason or for any ACH transfer made as payment on the line of credit which is returned unpaid for any reason.

☐ d. *Stop payment fee:*
The Borrower agrees to pay the Bank a $ _____ stop payment fee if the Borrower notifies the Bank to stop payment on any draft drawn directly against the line of credit.

☐ e. *Late fee:*
The Borrower agrees to pay the Bank a late fee if any regular minimum monthly payment is not paid in full within _____ days of its scheduled due date. The late fee will be equal to:

☐ $ _____ ;

☐ _____ % of the unpaid amount of the scheduled regular minimum monthly payment;

☐ The _____ of $ _____ or $ _____ % of the unpaid amount of the scheduled regular minimum monthly payment;

☐ No late fee will be assessed.

8. Reimbursement

The Borrower agrees to pay or reimburse the Bank for any and all fees payable to third persons in connection with this Agreement and the recording of this Agreement, including any mortgage registry tax taxes due.

9. Changes in Terms

The Borrower agrees that the Bank may make certain changes in the terms of the line of credit and Note in specified times or upon the occurrence of specified events. The Bank may make insignificant changes, such as changes in the address for payments, billing cycle dates, payment due dates, day of the month on which interest accrues are determined, order of number rounding rules, and balance computation method. If the change produces an insignificant difference in the interest the Borrower will pay. The Bank also may make changes that will benefit the Borrower, such as additional options or a temporary reduction in rates or fees, in accordance with Colorado law. The Bank also may change the index and margin the Bank uses to determine the actual interest rate if that index is no longer available. The Bank can make any of these changes described above without the Borrower's consent, unless state law provides otherwise. The Bank will give the Borrower notice of any change that is required by law. The Bank also can make changes that the Bank and Borrower agree to in writing.

10. Stop Payment Conditions

To be effective, a stop payment order (an "order") must contain the Borrower's name and account number, the number and exact amount of the check, and the name of the person to whom the check is payable, and it must be received in a clear and manner that gives the Bank a reasonable opportunity to act on it. An order will be in effect for six months; however, the Bank reserves the right to remove an order after 14 days if the Borrower fails to confirm the order in writing within that time. The Borrower may renew an order in writing every six months. The Bank may pay a check even an order has expired even though the check is more than six months old. The Bank will have no liability if any of the information the Borrower provides in his or her order is inaccurate and the Bank pays the check.

11. Other Terms Remain in Effect

All original terms of the Note remain in effect except as amended hereby, and the Borrower agrees to be bound by and to perform all of the covenants and agreements in the Note as modified at the time and in the manner provided in the Note.

NOTICE TO CONSUMER
(For purposes of this notice, "Consumer" and "I" refer to the Borrower)
THIS IS A CONSUMER CREDIT TRANSACTION.
I understand that:
- I should not sign this agreement before I read the entire document, even if I am in a hurry.
- I should not sign this agreement if it contains any blank spaces.
- I am entitled to an exact copy of this and any other agreement I sign.
- I have the right to prepay the unpaid balance due under this agreement at any time without penalty, and I may be entitled to receive a refund of unearned charges in accordance with the law.

IN WITNESS WHEREOF, the parties have executed this Agreement and acknowledge the receipt of a copy hereof as of the day and year first written above.

NORTHWEST BANK COLORADO, N.A.
MERGED BY

By: EUGENE ZUERTA
Its: PERSONAL BANKING OFFICER

Borrower: MARK E. GRAIL

Borrower: MARGARET L. FOX

Borrower:

Borrower:

Supplementary for information found on Page ___ of Schedule C

SCHEDULE C-1
Federal Election Commission
Washington, D.C. 20463

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

NAME OF COMMITTEE (IN FULL): Mark Udall for Congress Inc

FEC IDENTIFICATION NUMBER: C00331439

FULL NAME, MAILING ADDRESS AND ZIP CODE OF LENDING INSTITUTION (LENDER): Norwest Bank, 1740 Broadway, Denver, CO

AMOUNT OF LOAN: $65,000

INTEREST RATE (APR): 7.75%

DATE INCURRED OR ESTABLISHED: 8/3/98

DATE DUE: 10/04

A. Has loan been restructured? ☒ No ☐ Yes If yes, date originally incurred: _____

B. If line of credit, amount of this draw: $40,000 ; total outstanding balance: $55,000

C. Are other parties secondarily liable for the debt incurred?
(Endorsers and guarantors must be reported on Schedule C.)
☒ No ☐ Yes

D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel paper, stocks, accounts receivable, cash on deposit, or other similar traditional collateral?
☐ No ☒ Yes If yes, specify: Real Estate

What is the value of this collateral? home = $310,000

Does the lender have a perfected security interest in it? ☐ No ☒ Yes

E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan?
☒ No ☐ Yes If yes, specify: _____ What is the estimated value? _____

A depository account must be established pursuant to 11 CFR 100.7(b)(11)(i)(B) and 100.8(b)(12)(i)(B). Date account established: _____ Location of account: _____

F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.

G. COMMITTEE TREASURER
Typed Name: James B. Martin
Signature: James B. Martin
Date: 1-26-99

H. Attach a signed copy of the loan agreement.

I. TO BE SIGNED BY THE LENDING INSTITUTION:

I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above.

II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness.

III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.7(b)(11) and 100.8(b)(12) in making this loan.

AUTHORIZED REPRESENTATIVE
Typed Name: Elizabeth Castle
Signature: Elizabeth Castle
Title: Personal Banker
Date: 1/27/99

Home Equity Access Line of Credit Agreement

Borrower's name: MARGARET L FOX

Co-borrower's name: MARK E ODELL

Bank's name: NORWEST BANK COLORADO, N.A. BOULDER

Date: 08/03/1998

Account number: 1636893491

In this agreement, I, ME and MY refer to each borrower and co-borrower who signs this agreement. YOU and YOUR refer to the Bank named above. This agreement covers my Home Equity Access Line of Credit with you, which is a revolving line of credit.

I understand that the date shown above is the date this agreement is prepared by you. This agreement is effective and is considered made when you approve my credit and accept it after I have properly signed it, subject to any right of rescission under federal law.

Home Equity Access Line of Credit Loans

I may obtain a loan from this line of credit in person, by phone, or by using any special draft you have given me. The loan must be at least $ 0 ("Minimum Loan Amount").

☐ *If this box is checked, this line of credit also provides overdraft protection for my checking account no. _____ (or for another checking account designated in any separate written agreement with you). This means that whenever I overdraw such checking account(s) by writing a check, by using my approved cash card, or by accessing my checking account(s) through some other means which you have agreed, in writing, to honor, or if my checking account(s) becomes overdrawn for any other reason, you will automatically give me an initial loan of $ 300 and thereafter as many times $ 300 as is needed to cover my overdraft ("Automatic Loan Amount").*

Overdraft protection loans will be deposited in my checking account. (If the amount available to borrow from this line of credit is less than the Automatic Loan Amount or Minimum Loan Amount shown above, then the Bank may, at its option, advance a loan for less than the Automatic or Minimum Loan Amount.)

Credit Limit

My Home Equity Access Line of Credit is a revolving line of credit. My credit limit is $ 65,000. You do not have to give me any loan that would bring my unpaid balance over that limit. If you do make such a loan, any unpaid loan balance in excess of my credit limit ("Overline Amount") will be due with my next payment. I promise to pay you, when due, the unpaid loan balance, together with finance charges and other charges due on this line of credit.

Maturity Date

This line of credit will terminate and the unpaid loan balance, together with any unpaid finance charges, and other charges will be due and payable in full on 08/03/2008. Until that date, you agree to make the loans described above, subject to the terms of this agreement.

Finance Charges

A finance charge begins to accrue on the day each loan is made. You will charge me a FINANCE CHARGE on my unpaid loan balance at the end of each day at the daily periodic rate listed below:

☐ *The daily periodic rate is _____ %. This corresponds to an ANNUAL PERCENTAGE RATE of _____ %.*

☒ *The daily periodic rate is a variable rate. It is equal to 1/365 of an annual rate of 0.00 % plus the "Index Rate." The daily periodic rate may increase if THE HIGHEST PRIME RATE PUBLISHED IN THE WALL STREET JOURNAL 'MONEY RATES' TABLE (the "Index Rate") increases. My initial Index Rate will be equal to the Index Rate in effect on the last day of the month prior to the month in which you receive and accept this agreement.*

The daily periodic rate in effect on the date shown at the top of this agreement is .023287 %, which corresponds to an ANNUAL PERCENTAGE RATE of 8.50 %. The ANNUAL PERCENTAGE RATE will never be more than 18.00 %.

The daily periodic rate will be adjusted on the first business day of every month, using the Index Rate in effect that day. Any increase will cause me to make larger monthly payments and/or a larger payment on the Maturity Date.

My finance charge for each monthly billing cycle is figured by multiplying my unpaid loan balance at the end of each day in the current billing cycle by the applicable daily periodic rate and then adding the results together. My unpaid loan balance made that day each day will reflect loans, payments and credits made that day. The Annual Percentage Rate does not include costs other than interest.

I agree to pay a processing fee of $ _____ at the time I sign this agreement.

Monthly Payments

To repay my loans, you will each month:

☐ *provide me with a bill stating the total payment due. The total payment due includes my regular minimum monthly payment, together with any past due regular minimum monthly payment(s) and all other charges then due on my line of credit.*

☒ *automatically charge my deposit account number 1010866490 for the regular minimum monthly payment(s) due plus any annual fee due. If this account does not have enough money in it to make this automatic payment, you may, but are not required to, make me a loan from this line of credit (in the automatic loan amount) to make the payment. (Any other charges due must be paid separately. You may charge this account for these other charges if they are not paid.)*

☐ *automatically charge my account with another institution (under the terms of a separate written (ACH) transfer authorization) for the regular minimum monthly payment(s) due plus any annual fee due. (Any other charges due must be paid separately.)*

My regular minimum monthly payment will be calculated on the day my monthly statement is prepared and will be due on the date shown in that statement (which will be approximately 15 days after the day the statement is prepared.)

Each regular minimum monthly payment will be the following amount (plus any Overline Amount):

☐ a fixed amount of $ _____.

☒ a payment that is equal to the greater of $100.00 or 1.5 % of my unpaid loan balance.

These two options may not fully repay the balance owing on this line of credit before the Maturity Date.

☐ a payment that is equal to the finance charge (and credit insurance premiums, if any) owing. This option will not fully repay the balance owing on this line of credit before the Maturity Date.

Final Payment
I will be required to pay the unpaid loan balance, together with finance charges and other charges, outstanding on the Maturity Date in a "balloon" payment.

Other Charges
I agree to pay the following other charges, which are described in greater detail on the back side of this agreement:

Over-the-credit-limit fee	$ 0.00
Annual fee	$ 50.00
Return payment fee	$ 0.00
Stop payment fee	$ 10.00
Amounts paid to others on my behalf:	
- to public officials	$ 0.00
- to insurance companies	$ 0.00
- to _____	$ 0.00
- to _____	$ 0.00
- to _____	$ 0.00

I also agree to pay a late fee if any regular minimum monthly payment is not paid in full within 10 days of its scheduled due date. The late fee will be equal to:

☒ $ 15.00.

☐ _____ % of the unpaid amount of the scheduled regular minimum monthly payment.

☐ the _____ of $ _____ or _____ % of the unpaid amount of the scheduled regular minimum monthly payment.

☐ No late fee will be assessed.

Security Interest
To protect you if I am in default, the loans on this line of credit are secured by a real estate mortgage or deed of trust which is dated 08/03/1998 *on the following property:*
2ND DEV. - 6255 SIMMONS DRIVE
BOULDER, CO 80303

Collateral securing other loans with you may also secure these loans.

Bank Use Only:

01016 R9444 08/03/1998 15:57

Property and Flood Insurance
Property insurance on property I give as security:

☒ is ☐ is not required. If required, I may buy it through any insurance agent or company of my choice.

Flood Insurance. *Flood insurance on property I give as security:* ☐ is ☒ is not required at this time. However, it may be required in the future. If required at any time during the term of this loan, I may buy it through any insurance agent or company of my choice.

If my property I give as security is now located or later becomes located in a flood hazard area designated by the Federal Emergency Management Agency, I must obtain and maintain flood insurance coverage until this line of credit is terminated.

Credit Insurance
I am not required to buy credit insurance. If I choose to buy this insurance from you, it will repay my loans if I die, subject to the terms of the insurance certificate. The daily rate for this insurance and the corresponding cost per $100 of my average daily balance each month are shown below.

	Single Credit Life Insurance	Joint Credit Life Insurance
Daily rate	.002630 %	.004339 %
Cost per $100	08.0 ¢	11.2 ¢

I want to purchase the following credit insurance:

☐ Single Life Insurance
☐ Joint Life Insurance
☒ No Insurance

Borrower's signature: [signature]	Birthdate: 09/20/1948
Co-borrower's signature: [signature]	Birthdate: 07/16/1950

You may change the terms of this agreement in accordance with the Change in Terms provisions on page four of this agreement.

Signatures of Borrower and Co-borrower
I received and read a completed copy of this agreement before signing it. I understand and agree to all its terms, including those on pages 3 and 4. I also understand that page four of this agreement contains additional terms and important information regarding my rights to dispute billing errors.

Borrower's signature: [signature]	Date: 8/3/98
Co-borrower's signature: [signature]	Date: 8/3/98

Federal Election Commission

ENVELOPE REPLACEMENT PAGE FOR INCOMING DOCUMENTS

The Commission has added this page to the end of this filing to indicate how it was received.

☑	Hand Delivered	Date of Receipt 1-29-99
☐	First Class Mail	POSTMARKED
☐	Registered/Certified Mail	POSTMARKED
☐	No Postmark	
☐	Postmark Illegible	
☐	Received from the House office of Records and Registration	Date of Receipt
☐	Received from the Senate Office of Public Records	Date of Receipt
☐	Other (Specify):	Postmarked _____ and/or Date of Receipt
☐	Electronic Filing	

JMB
PREPARER

1-28-99
DATE PREPARED

(4/98)