

20230326068 06/22/2023 01:48
ELECTRONIC RECORDING

RECORDING REQUESTED BY:
Magnus Title Agency LLC

1687465196710-3-4-2--
Hoyp

AND WHEN RECORDED MAIL TO
KIDZ FIRST FOUNDATION
13050 North 19th Street, #50
Phoenix, AZ 85022

ESCROW NO.: 822-5528-VS

SPACE ABOVE IS RESERVED FOR RECORDER'S USE

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, I or we,

Dennis Walcker, an unmarried man

do/does hereby convey to

KIDZ FIRST FOUNDATION, an Arizona non-profit corporation

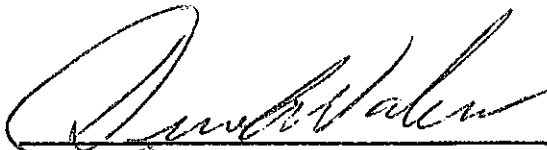
the following real property situated in Maricopa County, Arizona:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record. And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

SIGNATURE PAGE FOLLOWS

Dated this 17th day of May, 2023.


Dennis Walcker

**STATE OF ARIZONA
COUNTY OF MARICOPA**

On this 14 day of May, 2023, before me personally appeared **Dennis Walcker**, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

(seal)

[Affix Seal Here]


Notary Public



CHARLEE WOOD
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 569079
Expires September 2, 2023

EXHIBIT "A"

Legal Description

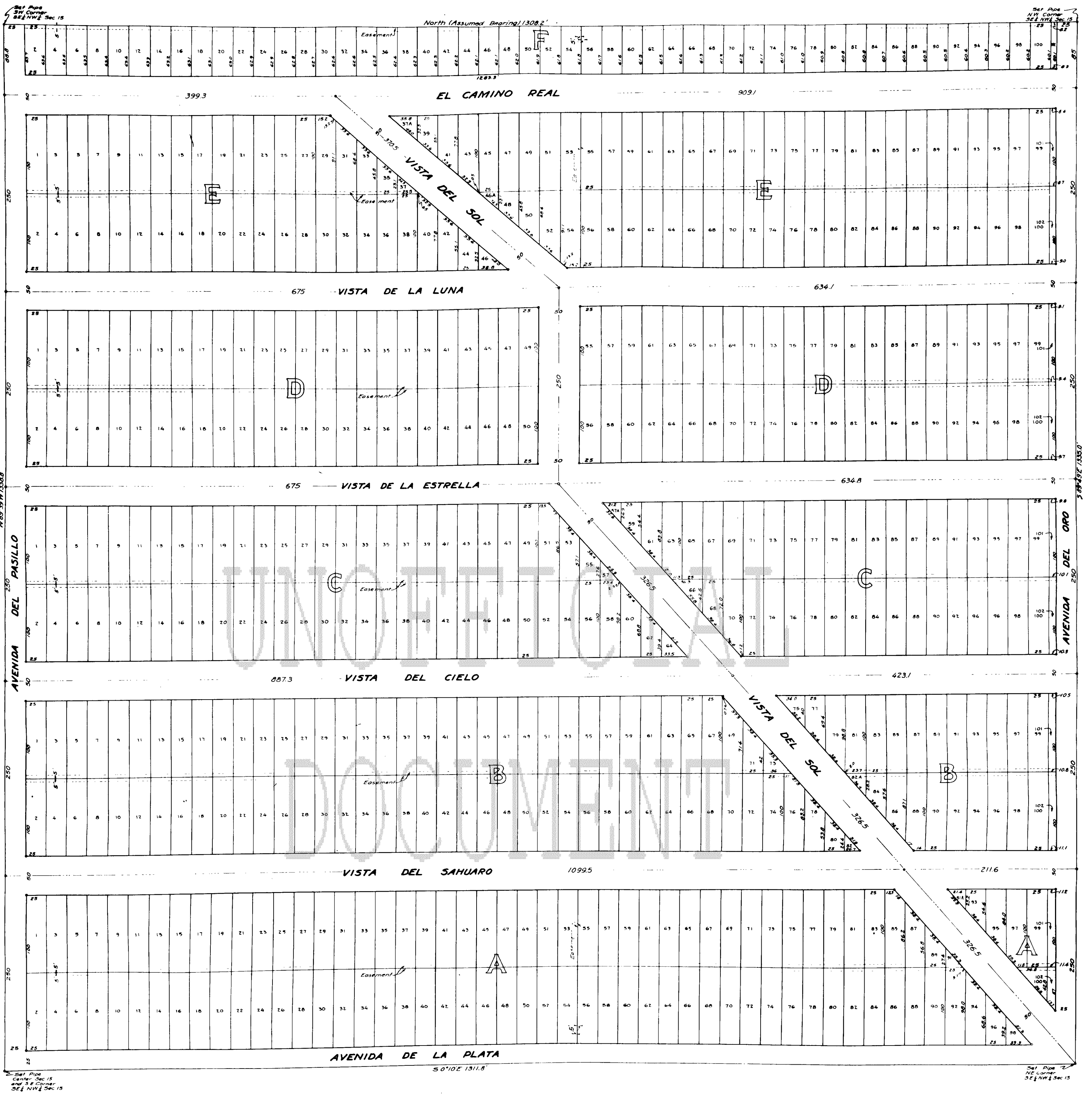
Parcel. No. 1:

Lot 50, Block D, of Hacienda Del Sol Unit No. One, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 24 of Maps, Page 9.

Parcel No. 2:

That part of abandoned Vista Del Sol, as abandoned by Resolution recorded in Docket 6039, page 375, records of Maricopa County, Arizona, described as follows:

The South 25 feet of Vista Del Sol lying between the Northerly prolongation of the East line of Lot 50, Block D and the Northerly prolongation of the West Line of Lot 50, Block D, Hacienda Del Sol Unit No. One, according to Book 24 of Maps, Page 9, records of Maricopa County, Arizona



HACIENDA DEL SOL
UNIT NO. ONE
A SUBDIVISION OF SE 1/4 NW 1/4, SEC. 15, T3N, R3E,
MARICOPA COUNTY ARIZONA

SCALE: 1 INCH = 40 FEET

I hereby certify that the subdivision of the property described and platted hereon was surveyed under my direction during the months of October and November, 1936.

A. H. Hunt
Engineer

14170
RECORDERS OFFICE
Phoenix, Maricopa County, Ariz.
Filed and recorded at request of
E. W. d'Allemand
Notary Public
Subscribed and sworn to before me this 24th day of March, 1936.
Notary Public

KNOW ALL MEN BY THESE PRESENTS: That E. W. d'Allemand and Ruth d'Allemand, his wife, being the owners of the SE 1/4 of the NW 1/4 of Section 15, T3N, R3E G-2 and Salt River Base and Meridian, Maricopa County, Arizona, Have caused said property to be surveyed, subdivided and platted as shown on the accompanying plat, which said premises shall hereafter be known as HACIENDA DEL SOL, and hereby declare that said plat sets forth the lots, blocks, streets and easements constituting said HACIENDA DEL SOL, and give the measurements and dimensions of each of said blocks, streets and easements thereon, and that each lot shall be known by the number, each block by the letter and each street by the name that is given to each respective lot, block and street in said plat, and are hereby dedicated to the public for the use and benefit of the public.

IN WITNESS WHEREOF, the abovesaid parties have hereunto set their hands and seals this 24th day of March, 1936.
E. W. d'Allemand
Ruth d'Allemand
Notary Public

My commission expires June 1, 1936



EWD:jhb 4-28-66

DKT 6039 PAGE 375

DKT 6039 PAGE 375

RESOLUTION NO. 12294

A RESOLUTION AUTHORIZING THE ABANDONMENT OF VISTA DEL SOL BETWEEN EL CAMINO REAL (18TH STREET) AND VISTA DE LA ESTRELLA (19TH STREET) NO LONGER NECESSARY FOR PUBLIC USE; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That pursuant to Section 35-76 of the Code of the City of Phoenix, the following described roadway be, and the same hereby is, vacated and that title thereto vest as provided in Subparagraph 3 of said Section 35-76:

Those portions of Vista Del Sol, a street shown on and dedicated by Hacienda Del Sol, a subdivision plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 24 of Maps at page 9 thereof, lying between the Northerly prolongations of the West line of Lot 29 in Block E and the East line of Lot 46 in Block E, and lying between the Northerly prolongations of the West line of Lot 49 in Block D and the East line of Lot 50 in Block D, as said Lots and Blocks are shown on the plat of Hacienda Del Sol;

EXCEPT an easement for public utility purposes on those parts thereof, 10 feet in width, lying 5 feet on each side of the Northerly prolongations of the East line of Lot 37 in said Block E and lying 5 feet on each side of the Northerly prolongations of the East line of Lot 49 in said Block D.

SECTION 2. WHEREAS, the immediate operation of the provisions of this resolution is necessary for the preservation of the public peace, health, and safety, an EMERGENCY is hereby declared to exist, and this resolution shall be in full force and effect from and after its passage by the Council, approval by the Mayor, and publication and posting as required by law and is hereby exempted from the referendum clause of the City Charter.

DKT 6039 PAGE 376

DKT 6039 PAGE 376

1 2 2 9 4 '66

PASSED by the Council of the City of Phoenix this
3 day of May, 1966.

APPROVED by the Mayor this 3 day of May, 1966.

Milton H. Graham
 MAYOR

ATTEST:

Robert C. Kohl City Clerk

APPROVED AS TO FORM:

William D. Beutler Acting City Attorney
Unofficial Document

REVIEWED BY:

Robert C. Kohl City Manager



91023 06-MISC

STATE OF ARIZONA
 County of Maricopa

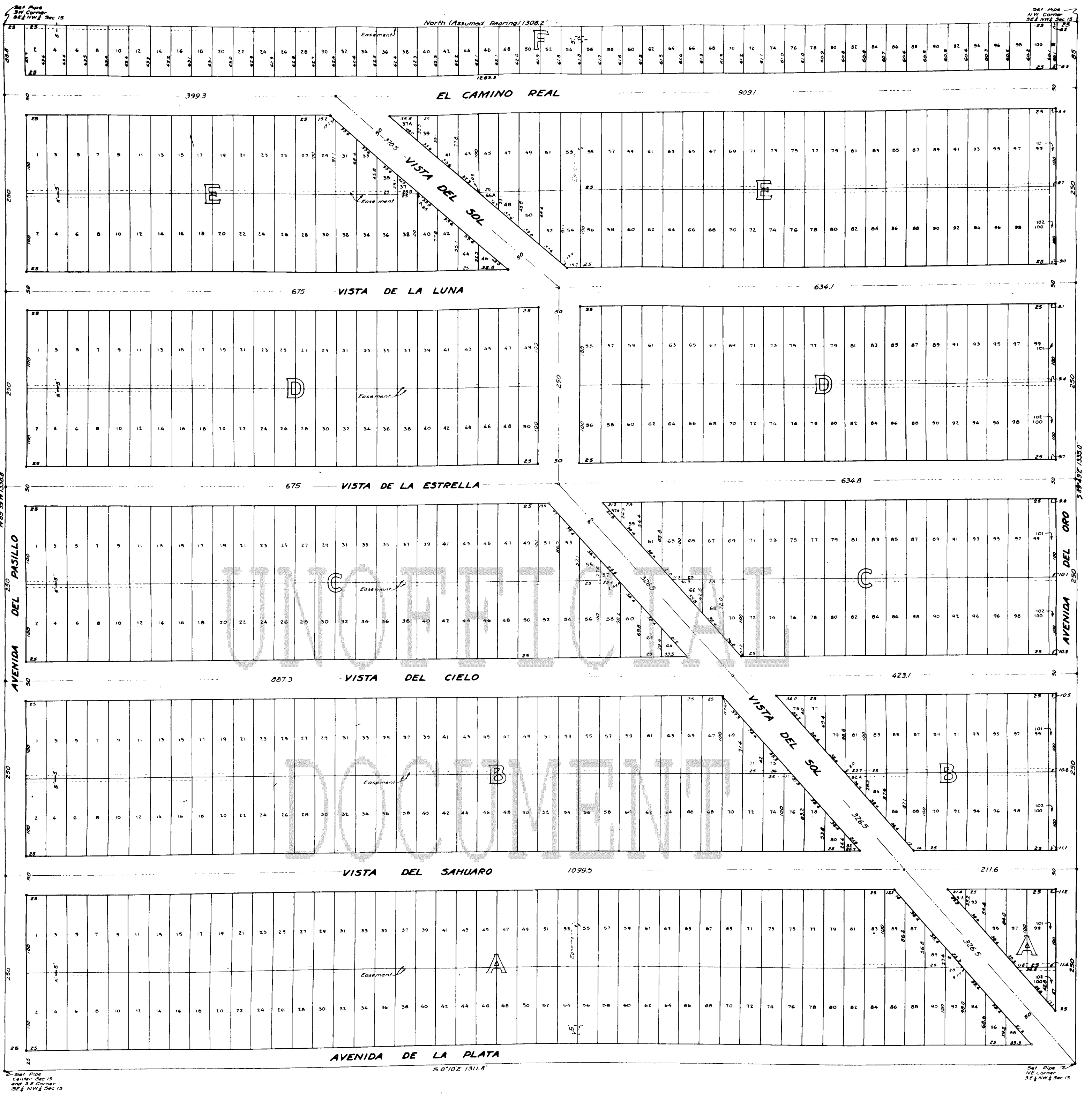
I hereby certify that the
 within instrument was filed and
 recorded at request of

PHOENIX CITY OF
 1966 MAY 10 8 37

6039
 375-376
 CLIFFORD H. HALL

County Recorder
Don H. Hall
 1501





HACIENDA DEL SOL
UNIT NO. ONE
A SUBDIVISION OF SE 1/4 NW 1/4, SEC. 15, T3N, R3E,
MARICOPA COUNTY ARIZONA

SCALE: 1 INCH = 40 FEET

I hereby certify that the subdivision of the property described and platted hereon was surveyed under my direction during the months of October and November, 1936.

A. H. Hunt
Engineer

14170
RECORDERS OFFICE
Phoenix, Maricopa County, Ariz.
Filed and recorded at request of
E. W. d'Allemand
Notary Public
Subscribed and sworn to before me this 24th day of March, 1936.
My commission expires June 1, 1936.

KNOW ALL MEN BY THESE PRESENTS: That E. W. d'Allemand and Ruth d'Allemand, his wife, being the owners of the SE 1/4 of the NW 1/4 of Section 15, T3N, R3E G-2 and Salt River Base and Meridian, Maricopa County, Arizona, Have caused said property to be surveyed, subdivided and platted as shown on the accompanying plat, which said premises shall hereafter be known as HACIENDA DEL SOL, and hereby declare that said plat sets forth the lots, blocks, streets and easements constituting said HACIENDA DEL SOL, and give the subdivisions and dimensions of each of said blocks, streets and easements thereon, and that each lot shall be known by the number, each block by the letter and each street by the name that is given to each respective lot, block, street and easement in said plat, and are hereby dedicated to the public for the use and benefit of the public.

IN WITNESS WHEREOF, the abovesaid parties have hereunto set their hands and seals this 24th day of March, 1936.
E. W. d'Allemand
Ruth d'Allemand
Notary Public

My commission expires June 1, 1936.



RECORDING REQUESTED BY:
Magnus Title Agency LLC

AND WHEN RECORDED MAIL TO:
WESTSTAR PACIFIC MORTGAGE
2525 E CAMELBACK RD., #1101
PHOENIX, AZ 85016

1687465196710-5-4-4--
Hoyp

ESCROW NO.: 822-5528-VS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST AND ASSIGNMENT OF RENTS

Dated this 31st day of May, 2023

TRUSTOR:

KIDZ FIRST FOUNDATION, an Arizona non-profit corporation
whose mailing address is: 111 East Dunlap Avenue, Phoenix, AZ 85020,

TRUSTEE:

WESTSTAR PACIFIC MORTGAGE
whose mailing address is: 2525 E CAMELBACK RD., Suite 950, Phoenix, AZ 85016

BENEFICIARY:

Dennis Walcker, an unmarried man
whose mailing address is: 3218 E Bell Rd., #202, Phoenix, AZ 85032

Property situated in the County of Maricopa, State of ARIZONA, as described as follows:

See Exhibit A attached hereto and made a part hereof.

Together with all buildings, improvements and fixtures thereon or hereinafter erected thereon.

Street address if any, or identifiable location of this property:

13050 North 19th Street, #50, Phoenix, AZ 85022

THIS DEED OF TRUST, made on the above date by, between and among the TRUSTOR, TRUSTEE and BENEFICIARY above named.

WITNESSETH: That Trustor hereby irrevocably grants, conveys, transfers and assigns to the Trustee in Trust, with Power of Sale, the above described real property (the Trust Property), together with leases, issues, profits, or income therefrom (all of which are hereinafter called "property income"):

SUBJECT, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

FOR THE PURPOSE OF SECURING:

- A. Payment of the indebtedness in the principal sum of (\$80,000.00) evidenced by a Promissory Note or Notes of even date herewith, and any extension or renewal thereof, executed by Trustor in favor of Beneficiary or order.
- B. Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a Promissory Note or Notes reciting that they are secured by a Deed of Trust.
- C. Performance of each agreement of Trustor herein contained.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

Initials:  _____

Initials: _____

Escrow No.: 822-5528-VS

1. To keep said property in good condition and repair; not to remove or demolish any building, thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violations of law; and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.

4. To pay, at least 10 days before delinquent, all taxes and assessments affecting said property; when due, all encumbrances, charges, and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and full Reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay his reasonable fees.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Deed of Trust or at the legal rate if it secures a contract or contracts other than a promissory note or notes. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on said premises or immediately due and payable at option of Beneficiary or Trustee.

IT IS MUTUALLY AGREED:

6. That any award of damages in connection with any condemnation or any such taking, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefor and the ownership thereof subject to this Deed of Trust), and upon receipt of such moneys Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

7. That time is of the essence of this Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

8. That at any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note(s) for endorsement, and without liability therefor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by the Trustee's action be credited on the indebtedness, the Trustee may: (a) release and reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge hereof.

9. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note(s) to Trustee for cancellation, and upon payment of its fees, Trustee shall release and reconvey,

Initials: *[Signature]*

Initials: _____

Escrow No.: 822-5528-VS

without covenant or warranty, express or implied, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

10. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of this Trust, to collect the property income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable. Upon any such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such property income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such property income, and the application thereof as aforesaid, shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

11. That upon default by Trustor in the payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold said property under this Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, said note(s), and all documents evidencing expenditures secured hereby.

Trustee shall record and give notice of Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, subject to the statutory rights of reinstatement, the Trustee shall sell, in the manner required by law, said property at public auction at the time and place fixed by it in said notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, Payable at time of sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees, Trustee shall apply the proceeds of sale to payment of all sums then secured hereby and all other sums due under the terms hereof, with accrued interest; and the remainder, if any, to the person or persons legally entitled thereto, or as provided in A.R.S. 33-812. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder.

In the alternative to foreclosure by trustee's sale, the Beneficiary may foreclose by judicial proceedings, and in such event, the election to declare the unpaid balance immediately due and payable may be made in the complaint. In such judicial proceedings, Beneficiary shall be entitled to reasonable Attorney's fees, costs of foreclosure report, and all sums advanced with interest as provided paragraphs four (4) and five (5) herein.

12. That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

Initials: _____


Initials: _____

Escrow No.: 822-5528-VS

The undersigned Trustor requests that a copy of any notice of Trustee's sale hereunder be mailed to him at his address hereinbefore set forth.

TRUSTOR:

KIDZ FIRST FOUNDATION

By: 
Paul Rodenborn, Director

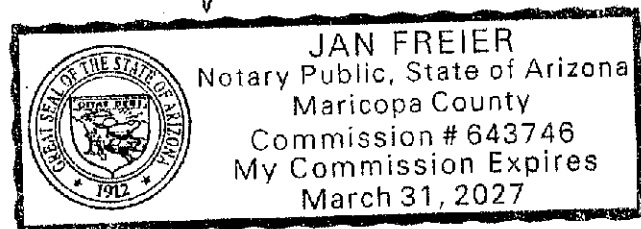
STATE OF ARIZONA
COUNTY OF MARICOPA

On this 22 day of June, 2023, before me personally appeared Paul Rodenborn, Director of KIDZ FIRST FOUNDATION, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

(seal)

[Affix Seal Here]


Notary Public



Initials:  _____

Initials: _____

EXHIBIT "A"
Legal Description

Parcel. No. 1:

Lot 50, Block D, of Hacienda Del Sol Unit No. One, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 24 of Maps, Page 9.

Parcel No. 2:

That part of abandoned Vista Del Sol, as abandoned by Resolution recorded in Docket 6039, page 375, records of Maricopa County, Arizona, described as follows:

The South 25 feet of Vista Del Sol lying between the Northerly prolongation of the East line of Lot 50, Block D and the Northerly prolongation of the West Line of Lot 50, Block D, Hacienda Del Sol Unit No. One, according to Book 24 of Maps, Page 9, records of Maricopa County, Arizona