

COMMITMENT FOR TITLE INSURANCE
Issued by
FIRST NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, FIRST NATIONAL TITLE INSURANCE COMPANY, a Texas Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

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FNTI Form No.: AZCom21 ALTA Commitment for Title Insurance v. 01.00 Adopted 7/1/2021

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- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements;
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - Any amendment or endorsement to this Commitment must be in writing[and authenticated by a person authorized by the Company].
 - When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. PRO-FORMA POLICY
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. CLAIMS PROCEDURES
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. ARBITRATION
- The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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COMMITMENT FOR TITLE INSURANCE
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SCHEDULE A

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Palo Verde Title and Escrow Agency
Issuing Office: 6702 E Cave Creek Road, Ste 6, Cave Creek, AZ 85331
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: AZ-202500217
Issuing Office File No.: AZ-202500217
Property Address: 18212 N 43rd Pl, Phoenix, AZ 85032

1. Commitment Date: June 30, 2025 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Homeowners Policy (06/17/06)
Proposed Insured: TBD
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (06/17/06)
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple.
4. The Title is, at the Commitment Date, vested in:

Gary James Arnett as Trustee of the Arnett Family Trust, dated July 7, 2005
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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SCHEDULE A
(Continued)



FIRST NATIONAL TITLE INSURANCE COMPANY

By: 
J. Christopher Phillips, President/CEO

Patrick McMillan, Treasurer

Bryan Greene
Clearview Abstract LLC dba Palo Verde Title and Escrow
Agency
6702 E. Cave Creek Road, Suite 6
Cave Creek, AZ 85331

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. All of 2024 taxes are paid in full.

NOTE: Taxes are assessed in the total amount of \$1,755.14 for the year 2024 under Assessor's Parcel No. [215-14-208](#).

6. Release of a Deed of Trust securing an original indebtedness in the amount of \$136,500.00, dated March 13, 2015, recorded March 24, 2015 as [2015-0196890](#), of Official Records, by Gary Arnett, an unmarried man, Trustor, Mark Bosco, Trustee, and U.S. Bank N.A., Beneficiary.
7. Release of a financing statement recorded April 09, 2015 as [2015-0241104](#), of Official Records, Gary Arnett, as Debtor, and Renewable Asset Management Company, LLC., as Secured party.

An amendment to the financing statement was recorded September 27, 2017 as [2017-0712240](#), of Official Records.

8. Furnish an Owners Affidavit and Agreement executed by Gary James Arnett as Trustee, disclosing any liens, judgments or parties in possession of the land Outstanding Deed of Trust from prior party: I.E. Deed of Trust from previous owner not current owner that has not been released.
9. Submit for review and recordation an original Certification of Trust in the form prescribed by this Company dated and executed within thirty days prior to closing by an acting trustee of the Arnett Family Trust, dated July 7, 2005.
10. Furnish the names of parties to be insured herein and disposition of any matters disclosed thereby.

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SCHEDULE B, PART I

(Continued)

11. RECORD Warranty Deed from Gary James Arnett as Trustee of the Arnett Family Trust, dated July 7, 2005 to TBD.

NOTE: Said Deed must disclose and identify the names and addresses of the beneficiaries and the Trust Agreement in which the above Trustee is acting pursuant to ARS 33-404.

12. RECORD Deed of Trust to be insured herein from TBD to Trustee(s) for TBD, securing its loan in the amount of \$0.00.

NOTE: According to the public records, which under the recording laws impart constructive notice as to the title to the land described herein, the following matters constitute the chain of title for the 24 month period preceding the date hereof OR the last recorded instrument vesting title to the land described herein:

Warranty Deed from Gary James Arnett to Gary James Arnett as Trustee of the Arnett Family Trust, dated July 7, 2005, recorded April 22, 2022 as [2022-0357905](#), of Official Records.

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded in [Book 77 of Maps, Page 49](#) and in [Book 86 of Maps, Page 27](#) and Certificate of Correction recorded in [Docket 8806, Page 474](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
3. Covenants, conditions and restrictions in the document recorded in [Docket 2519, Page 99](#) and Amended in [Docket 2552, Page 245](#) and recorded in [Docket 3122, Page 515](#) but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes.
4. Water rights, claims or title to water, whether or not shown by the public records.

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COMMITMENT FOR TITLE INSURANCE
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SCHEDULE C

The Land is described as follows:

LOT 108, OF VILLA THERESA AMENDED, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 86 OF MAPS, PAGE 27.



Maricopa County Treasurer's Office

John M. Allen, Treasurer

Tax Summary 215-14-208

Current Mailing Name & Address

ARNETT FAMILY TRUST
18212 N 43RD PL
PHOENIX, AZ 85032

Property (Situs) Address

18212 N 43RD PL
PHOENIX, AZ 85032

2024 Tax Due

Assessed Tax:	\$1,755.14	Tax Paid:	\$1,755.14	Total Due:	\$0.00
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[View 2024 Tax Details](#)

[Create a payment coupon](#)

[View Additional Tax Years](#)

Total Amount Due

Total Amount Due: \$0.00

Total amount due does not reflect any pending payments. Amount may change based on activity to this parcel.

NOTE: Your property may be subject to additional tax liens listed under previous parcel numbers.

301 West Jefferson St., Suite 100, Phoenix, Arizona 85003
711



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[\(602\)506-8511](#)

[TT](#)



Maricopa County Treasurer's Office

John M. Allen, Treasurer

2024 Tax Details 215-14-208

Current Mailing Name & Address

ARNETT FAMILY TRUST
18212 N 43RD PL
PHOENIX, AZ 85032

Property (Situs) Address

18212 N 43RD PL
PHOENIX, AZ 85032

Area Code	691300	Assessed Tax	\$1,755.14
Exemption Status		Half Tax	

Tax Percentages

Primary Tax	58.66%
Secondary Tax	37.62%
Flood Tax	1.66%
Special District Tax	2.06%

Amounts Paid

Tax Paid	\$1,755.14
Interest Paid	\$0.00
Fees Paid	\$0.00

TOTAL PAID \$1,755.14

Special Tax Districts

District	Name	Percentage	Tax	Tax Paid
30002	WEST-MEC	100.00%	\$36.16	\$36.16

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Maricopa County Treasurer's Office

John M. Allen, Treasurer

Tax History 215-14-208

Current Mailing Name & Address

ARNETT FAMILY TRUST
18212 N 43RD PL
PHOENIX, AZ 85032

Property (Situs) Address

18212 N 43RD PL
PHOENIX, AZ 85032

2024 Tax Due

Assessed Tax: \$1,755.14 Tax Paid: \$1,755.14 Total Due: \$0.00

[View 2024 Tax Details](#)

[Create a payment coupon](#)







Tax Years

Tax Year	Status	Assessed Tax	Amount Due
2024	Paid	\$1,755.14	\$0.00
2023	Paid	\$1,715.10	\$0.00
2022	Paid	\$1,699.20	\$0.00
2021	Paid	\$1,727.18	\$0.00
2020	Paid	\$1,668.08	\$0.00
2019	Paid	\$1,675.62	\$0.00
2018	Paid	\$1,614.64	\$0.00
2017	Paid	\$1,542.06	\$0.00
2016	Paid	\$1,517.56	\$0.00
2015	Paid	\$1,093.88	\$0.00

Total Amount Due

Total Amount Due: \$0.00

Total amount due does not reflect any pending payments. Amount may change based on activity to this parcel.

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Maricopa County Treasurer's Office

John M. Allen, Treasurer

Tax Due 215-14-208

Current Mailing Name & Address

ARNETT FAMILY TRUST
18212 N 43RD PL
PHOENIX, AZ 85032

Property (Situs) Address

18212 N 43RD PL
PHOENIX, AZ 85032

WE DO NOT PROVIDE FOR SCHEDULED PAYMENTS. PAYMENTS ARE PROCESSED THE DAY THEY ARE ENTERED.
Total amount due does not reflect any pending payments. Amount may change based on activity to this parcel.

1. Select Tax Year: 2024

2. Select Payment Date

To view an estimate of the amount due on a future date select a specific calendar date.

7/3/2025

Taxes Paid in Full

Tax Breakdown	1st Half	2nd Half	Total
Tax Due:	\$0.00	\$0.00	\$0.00
Interest Due:	\$0.00	\$0.00	\$0.00
Fees Due:	\$0.00	\$0.00	\$0.00
Total Due:	\$0.00	\$0.00	\$0.00



- Partial payments will be applied first to all interest and fees due, with the remaining payment balance applied to the tax amount.
- If you are delinquent on both 1st and 2nd Halves Due after the May delinquent date, you must add the interest and fees of both halves together when making a 1st Half Payment only.
- For payment terms and conditions, view our taxes due section on frequently asked questions.

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Maricopa County Treasurer's Office

John M. Allen, Treasurer

Valuations Parcel 215-14-208

Current Mailing Name & Address

ARNETT FAMILY TRUST
18212 N 43RD PL
PHOENIX, AZ 85032

Property (Situs) Address

18212 N 43RD PL
PHOENIX, AZ 85032

Select Tax Year: 2024

Residential Percentage 100.00% Land Class Code 01 Improve Class Code 31

Primary Valuations

Land Ratio	10
Improve Ratio	0.0
Land/Improve Limited	\$198,125.00
Land/Improve Assessed	\$19,812.00
Widow(er)/Veteran Exemption	\$0.00
Personal Property Limited	\$0.00
Personal Property Assessed	\$0.00
Pers. Prop. Widow(er)/Veteran Exemption	\$0.00

Secondary Valuations

Land/Improve Full Cash Value	\$88,600.00
Widow(er)/Veteran Exemption	\$0.00
Pers. Prop. Full Cash Value	\$0.00

Special District Valuations

District	District Name	Value Type	Value
30002	WEST-MEC	AD VALOREM	\$19,812.00

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Maricopa County Treasurer's Office

John M. Allen, Treasurer

2024 Detailed Tax Statement for Parcel# 215-14-208

Total amount due does not reflect any pending payments. Amount may change based on activity to this parcel.

Current Mailing Name & Address

ARNETT FAMILY TRUST
18212 N 43RD PL
PHOENIX, AZ 85032

Property (Situs) Address

18212 N 43RD PL
PHOENIX, AZ 85032

Your 2024 Property Tax Summary

Previous Year Total \$1,715.10

Total 2024 Assessed \$1,755.14
Taxes

	2023	Ratio	Assessed	2024	Ratio	Assessed
Limited Value (Primary)	\$188,691.00	10.00%	\$18,869.00	\$198,125.00	10.00%	\$19,812.00
Full Cash Value (Secondary)	\$353,500.00			\$443,300.00	NOT	TAXED

Assessed Values

Primary Limited Values (PRI)

Type	Limited	Ratio	Assessed
Land/Building	\$198,125.00	10.00%	\$19,812.00
Personal Property	\$0.00		\$0.00
Exemption			\$0.00
Primary Total	\$198,125.00		\$19,812.00

Area Code: 691300

Secondary Full Cash Values (SEC)

Type	Full Cash
Land/Building	\$443,300.00
Personal Property	\$0.00
Exemption	
Secondary Total	\$443,300.00

Primary District Information

Tax District	Rate/100	2023	2024	Change
City Of Phoenix	1.2658	\$242.49	\$250.78	3.40%

Tax District	Rate/100	2023	2024	Change
County	1.1591	\$227.26	\$229.64	1.00%
Elderly Assistance	Credit	\$0.00	\$0.00	0.00%
State Aid	Credit	(\$312.26)	(\$315.60)	0.00%
State Equalization Tax	0.0000	\$0.00	\$0.00	0.00%

School District				
Tax District	Rate/100	2023	2024	Change
Community College Dist	1.0486	\$203.62	\$207.75	2.00%
Paradise Valley Unified	3.3160	\$661.55	\$656.97	-0.70%

	Rate/100	2023	2024	Change
Primary Tax Totals	6.7895	\$1,022.66	\$1,029.54	0.70%

Secondary District Information				
Tax District	Rate/100	2023	2024	Change
Central Az Water Conservation Dist	0.1400	\$26.42	\$27.74	5.00%
Fire District Assistance Tax	0.0080	\$1.52	\$1.58	3.90%
Flood Control Of Maricopa County	0.1470	\$28.98	\$29.12	0.50%
Library District	0.0470	\$9.20	\$9.32	1.30%
Maricopa Special Health Dist	0.1749	\$33.00	\$34.66	5.00%
Paradise Valley Unified Desegregation <i>A.R.S. 15-910</i>	0.0000	\$0.00	\$0.00	0.00%

Voter Approved Overrides				
Tax District	Rate/100	2023	2024	Change
Paradise Valley Unified Overrides	0.7874	\$156.04	\$156.00	0.00%

Voter Approved Bonds				
Tax District	Rate/100	2023	2024	Change
City Of Phoenix Bonds	0.8141	\$153.61	\$161.29	5.00%
Community College Dist Bonds	0.0561	\$11.26	\$11.11	-1.30%
Maricopa Special Health Dist Bonds	0.0916	\$18.25	\$18.15	-0.50%
Paradise Valley Unified Bonds	1.2137	\$220.06	\$240.47	9.30%

	Rate/100	2023	2024	Change
Secondary Tax Totals	3.4798	\$658.34	\$689.44	4.70%

Special District Information

Special Districts	Rate/100	2023	2024	Change
WEST-MEC	0.1825	\$34.10	\$36.16	6.00%
TOTAL FOR SPECIAL DISTRICTS	0.1825	\$34.10	\$36.16	

Grand Totals

	2023	2024	Change
Grand Total For Tax Districts	\$1,715.10	\$1,755.14	2.30%

ARNETTgj-3-1-1--
morgana

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFTER RECORDING, MAIL TO:

GARY JAMES ARNETT, Trustee
18212 N. 43rd Place
Phoenix, AZ 85032

MAIL TAX STATEMENTS TO:

GARY JAMES ARNETT, Trustee
18212 N. 43rd Place
Phoenix, AZ 85032

**PREPARED BY and RECORDING
REQUESTED BY**

Christina Webster,
AZCLDP No. 81598
34406 N. 27th Dr., Suite 140 – Bldg 6
Phoenix, AZ 85085

WARRANTY DEED

FOR GOOD AND VALUABLE CONSIDERATION,

I, GARY JAMES ARNETT, the GRANTOR,

DO HEREBY CONVEY TO:

GARY JAMES ARNETT as Trustee of the ARNETT FAMILY TRUST, dated July 7, 2005, the
GRANTEE,

All of THE FOLLOWING described real property located in the County of Maricopa, State of Arizona:

**Lot 108, VILLA THERESA AMENDED, according to Book 86 of Maps, page 27, records of
Maricopa County, Arizona.**

APN: 215-14-208

Address of Property: 18212 N. 43rd Place, Phoenix, AZ 85032

EXEMPT: per A.R.S. §11-1134-B8

NOTE: Pursuant to A.R.S. 33-404, the name and address of the beneficiaries of the Grantee Trust are attached hereto in EXHIBIT "A" and by this reference 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, the GRANTOR does hereby bind himself to warrant and defend the title as against all acts of the GRANTOR herein and no other.

The then-acting Trustee has the power and authority to encumber or otherwise to manage and dispose of the hereinabove described real property; including, but not limited to, the power to convey.

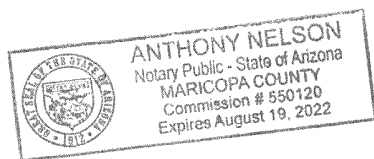
WITNESS my hand this 16 day of 2022, 2022

Gary James Arnett
GARY JAMES ARNETT
Grantor

STATE OF Arizona)

COUNTY OF Maricopa)

On this 16th day of Apr, '1, 2022, before me personally appeared, GARY JAMES ARNETT, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and acknowledge that he signed the above attached document.



[Signature]
NOTARY PUBLIC

EXHIBIT "A"

DISCLOSURE OF BENEFICIARIES

	NAME	ADDRESS
1.	GARY JAMES ARNETT	18212 N. 43 rd Place, Phoenix, AZ 85032

Return To:

U.S. Bank Home Mtg-Final Doc
7601 Penn Ave S, Ste A1
Richfield, MN 55423

04117672-17-1-1--
morenoa

Prepared By:

Maritsa Khachatryan
4801 Frederica Street
Owensboro, KY 42301

Pioneer Title Agency, Inc.

04117672

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated 03/13/2015 together with all Riders to this document.

(B) "Borrower" is Gary Arnett, an unmarried man

Borrower is the trustor under this Security Instrument. Borrower's mailing address is 18212 N 43RD PL, PHOENIX, AZ 85032
(C) "Lender" is U.S. Bank N.A.

Lender is a National Association

organized and existing under the laws of **The United States of America, U.S.A.**

Lender's mailing address is **4801 Frederica Street, Owensboro, KY 42301**

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is **Mark Bosco**

Trustee's mailing address is **2525 E. Camelback Road, Floor 3, Phoenix, AZ 85016**

(E) "Note" means the promissory note signed by Borrower and dated **03/13/2015**

The Note states that Borrower owes Lender **One Hundred Thirty-Six Thousand Five Hundred and 00/100ths** Dollars

(U.S. \$**136,500.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **April 01, 2045**

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of Maricopa :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 108, VILLA THERESA AMENDED, ACCORDING TO BOOK 86 OF MAPS,
PAGE 27, RECORDS OF MARICOPA COUNTY, ARIZONA.

Parcel ID Number: 215-14-208

which currently has the address of

18212 N 43RD PL

[Street]

PHOENIX

[City], Arizona 85032

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12

monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower

shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate

mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to

Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address

unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited

to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall record a notice of sale in each county in which any part of the Property is located and shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law and after publication and posting of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place designated in the notice of sale. Trustee may postpone sale of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county treasurer of the county in which the sale took place.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.


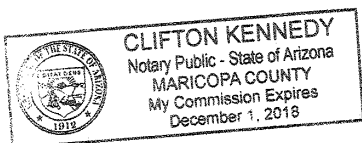
24. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Time of Essence. Time is of the essence in each covenant of this Security Instrument.

STATE OF ARIZONA, *MARICOPA*

County ss:

The foregoing instrument was acknowledged before me this *3-18-2015*
by GARY ARNETT

My Commission Expires: *12-1-2018*
Notary Public

Loan origination organization U.S. Bank National Association
NMLS ID 402761
Loan originator Jake Robert Bryant
NMLS ID 502213

When recorded, mail to:

Gary Arnett
18212 N. 43rd Pl.
Phoenix, AZ 85032

1039799-2-3-2
Hoyp

Space above for Recorder's use.

BENEFICIARY DEED

KNOW ALL MEN BY THESE PRESENTS:

That I, **Gary James Arnett**, as his sole and separate property, for the consideration of Ten Dollars (\$10.00), and other valuable consideration, do hereby release, remise and forever quitclaim, effective upon the undersigned's death, unto **Jesse Lawrence Arnett, Amy Elena Arnett, Magandhi Andero, and Valerio Andero** each in his/her sole and separate capacity, each an undivided one quarter right, title and interest in that certain property situated in Maricopa County, State of Arizona, subject to a life estate in favor for the life of tenant, **Maria Teresa Young**, the life estate premises in that condition as it exists upon my death which include the maintenance, insurance and taxes. The property is described as follows

**Lot 108, VILLA THERESA AMENDED, according to Book 86 of Maps,
page 27, records of Maricopa County, Arizona.**

aka: 18212 N. 43rd Place, Phoenix, AZ 85032

APN#215-14-208

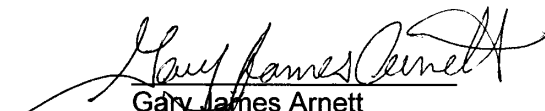
If a grantee beneficiary predeceases the owner, the conveyance to that grantee beneficiary shall:

☐ become null and void

☒ become part of the estate of the grantee beneficiary

Exempt Pursuant to A.R.S. § 11-1134(b)(12)

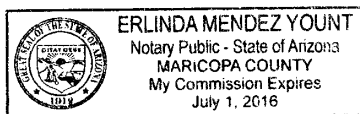
WITNESS WHEREOF, I have hereunto set my hand and seal this 29th day of December, 2015.

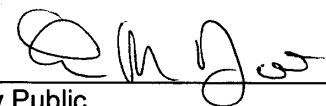


Gary James Arnett
Releasor

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 29 day of December, 2015, before me, the undersigned Notary Public, personally appeared Gary James Arnett, known to me to be the individual who executed the foregoing instrument and acknowledged the same to be his free act and deed.





Notary Public

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That PHOENIX TITLE AND TRUST COMPANY, an Arizona corporation, as Trustee, being the owner of all of the following described premises, situate within the County of Maricopa, State of Arizona, to-wit:

Lots One (1) to Ninety-eight (98) inclusive; VILLA THERESA, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 77 of Maps, page 48 thereof;

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. All of said lots in said VILLA THERESA shall be known and described as residential lots, except Lot 1 and Lots 23 to 42 inclusive, which shall be residential or multiple unit lots.

2. All structures on said lots shall be of new construction and no building shall be moved from any other location onto any of said lots.

3. Each residence on residential lots shall contain at least one thousand (1000) square feet of ground floor area exclusive of open porches, pergolas, basements, attached garages and carports.

4. All buildings shall be of masonry construction with only such an amount of decorative wood construction as may be approved by the committee set up in Paragraph 17 herein.

5. No garage or other building whatsoever shall be erected on any of said residential lots until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the restrictions as herein contained. Prior to the erection or after the erection of such dwelling house, no garage or other outbuilding shall be used for residential purposes; provided however, that this restriction shall not prevent the inclusion of guest or servant quarters in such garage or other outbuilding.

6. No structure shall be erected on any of said residential lots other than one detached single-family dwelling and a private garage for not more than two cars, and a guest or servant quarters.

7. No temporary building, trailer, shack, tent or unsightly structure shall ever be erected or maintained on the premises, provided that nothing herein contained shall prevent the committee provided in Paragraph 17 herein from permitting the erection of any temporary structure or trailer by a contractor or builder during the construction of a private or multiple unit residence, said temporary structure or trailer, and the location of same, must be approved by said committee, and shall be removed upon completion of said residence, and in no event, shall said temporary structure or trailer remain on said lot longer than six months.

8. The front walls of any dwelling house or other building shall not be closer than twenty-five feet to nor farther than forty-five feet from the front property line. The side walls of any building erected on said lots shall not be nearer than ten feet to the side lot line, and open carports with frame storage rooms attached or detached to masonry walls shall not be nearer than ten feet to the side lot line; provided, however, that this restriction shall not apply to a garage or guest house located on the rear one-third of a lot.

9. No solid wall or no fence over 2-1/2 feet high shall be constructed or maintained nearer to the front street line of any of said lots than the front walls of the building erected on such lot, and in the case of a lot on which no residence has been constructed, no solid wall or no fence over 2-1/2 feet high shall be constructed or maintained closer than twenty-five feet to the front lot line of any lot. No side or rear fence and no side or rear wall, not the wall of the building constructed on any of said lots, shall be more than six feet in height. No hedge more than three feet in height shall be permitted closer than twenty-five feet to the front lot line of any lot.

10. None of said lots shall be used for residential purposes prior to installation thereon of water flush toilets, and all bathrooms, toilets, or sanitary conveniences shall be inside the buildings permitted hereunder. Until such time as sewers may be available, all bathrooms, toilets or sanitary conveniences shall be connected to septic tanks and cesspools constructed according to standard Federal Housing Administration specifications. The cesspool shall be deep enough to prevent water from coming to the surface. When and after sewers are available, then all such toilets, bathrooms and sanitary conveniences thereafter installed shall be connected to such sewer systems.

11. None of said lots in VILLA THERESA shall be resubdivided.

12. No structures of any kind shall be erected on the easements reserved for public utilities, as shown on the said plat of VILLA THERESA.

13. All rubbish, trash and garbage shall be removed from the subdivision and shall not be allowed to accumulate thereon, and shall not be burned by open fire, incinerator or otherwise on the subdivision or any part thereof.

14. The keeping or raising on the premises of poultry, cattle, pigs, horses or rabbits, or of any livestock or animals for any purpose, shall not be permitted and the keeping of the same is expressly prohibited thereby; this restriction shall not prevent or prohibit the owner of any lot from keeping as a domestic pet a dog or cat.

15. None of the land shall be used in whole or in part for the storage of rubbish of any character whatsoever, or the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, such as old cars and trucks (or any part thereof), discarded house hold goods, etc.

16. No billboard, signboard or advertising of any kind shall be erected, placed or permitted on the premises, except a sign not larger than four (4) square feet, advertising that the premises are for sale or rent; however, only one such sign shall be placed on the premises.

17. No structure shall be commenced or erected on any of said lots until the design and location of such structure and the kind of materials to be used, on such structure have been approved in writing by a committee of three (3) persons, PAT T. MARINO, ELVA J. MARINO and JOE MARINO, which committee shall act until 100% of the said lots have been sold by the Trustee and then by a committee elected by a majority of the then owners of said lots in said VILLA THERESA. Any two of the members of such committee may pass upon such design, location and kind of materials. In the event of the death, resignation or incapacity or inability of any member or members of the Committee to act, the remaining member or members of such Committee shall have full power to appoint a new member or members of the Committee to fill such vacancy. In the event there is no Committee in existence under either manner of appointment or election, or in the event said Committee fails or refuses to approve or disapprove such design and location within thirty (30) days after written request to do so, such request to be filed with any member of the Committee, then such approval of the Committee will not be required; provided, however,

that such design and location of the buildings to be built on any portion of the land shall be governed by all of the restrictions herein set forth; and said buildings shall be in harmony with existing buildings and structures in the immediate vicinity and on the land hereinabove described.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots in VILLA THERESA until October 15, 1975, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a vote of a majority of the then owners of the said lots in said VILLA THERESA it is agreed to change the said covenants in whole or in part.

Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator; provided, however, that a violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said lots or any part thereof.

Invalidation of any one of these covenants or restriction by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the PHOENIX TITLE AND TRUST COMPANY, as Trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signatures of its duly authorized officers, this 23rd day of June, 1958.

PHOENIX TITLE AND TRUST COMPANY, AS TRUSTEE

By J. S. Hull
Assistant Vice President

Attest: Bernard A. Vitek
Assistant Secretary

STATE OF ARIZONA }
County of Maricopa } ss.

On this, the 23rd day of June, 1958, before me, the undersigned officer, personally appeared J. S. Hull and Bernard A. Vitek who acknowledged themselves to be the Vice President and Assistant Secretary respectively, of PHOENIX TITLE AND TRUST COMPANY, a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Trustee, by themselves as such officers, respectively.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joseph Simmons
Notary Public

My commission expires: Jan 8, 1960

MISC. 86640

6/23/58

STATE OF ARIZONA }
County of Maricopa } ss.

I hereby certify that the within instrument was filed and recorded at request of Phoenix Title & Trust Co.

In Book: 24-36-800AM 2516

on page: 121

Witness my hand and official seal this 23rd day of June, 1958.

NOTARY PUBLIC

NOTARY PUBLIC

STATE OF ARIZONA, County of Maricopa, ss. I do hereby certify that the within instrument was first and recorded at request of Phoenix Title & Trust Co. on 25-58 at 3:30 PM, 1958. 25-58 30-80048
WITNESS my hand and official seal this 25th day of July, 1958. H.C. KELLY, Maricopa County Recorder.
ENC 104502

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That PHOENIX TITLE AND TRUST COMPANY, an Arizona corporation, as TRUSTEE, being the owner of all of the following described premises, situate in the County of Maricopa, State of Arizona, to-wit:

Lot One (1) to Eighty-eight (88), inclusive, VILLA ROSERA, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 77 of Maps, at page 49 thereof,

and having heretofore established by instrument entitled DECLARATION OF RESTRICTIONS, which is now of record in the office of the County Recorder of Maricopa County, Arizona, in Book 2519 at pages 99 to 101 the said restrictive covenants governing the use of said premises; and now desiring to amend a certain portion of said DECLARATION OF RESTRICTIONS, does hereby amend and change such restrictions and the terms of said DECLARATION OF RESTRICTIONS in the following respect, but not otherwise:

Paragraph numbered 3 of said DECLARATION OF RESTRICTIONS heretofore described, and which paragraph now reads as follows:

"3. Each residence on residential lots shall contain at least One thousand (1000) square feet of ground floor area exclusive of open porches, pergolas, balconies, attached garages and carports."

is amended and changed to read: thus:

3. Each residence on residential lot shall contain at least Twelve Hundred (1200) square feet of ground floor area exclusive of open porches, pergolas, balconies, attached garages and carports.

Nothing herein contained shall be construed as altering, changing, modifying or amending any part of said original DECLARATION OF RESTRICTIONS of record in the office of the County Recorder of Maricopa County, Arizona, in Book 2519 at pages 99 to 101 thereof, excepting as herein amended and changed.

IN WITNESS WHEREOF, the PHOENIX TITLE AND TRUST COMPANY, as TRUSTEE, has caused its corporate name, as such TRUSTEE, to be signed, and its corporate seal to be affixed, and the same to be attested by the signatures of its Assistant Vice President and Assistant Secretary, the same duly authorized, this 25th day of July, 1958.

PHOENIX TITLE AND TRUST COMPANY,
AS TRUSTEE.

By *[Signature]* Assistant Vice President
Attest: *[Signature]* Secretary.

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS.

Before me the undersigned, a Notary Public in and for the County of Maricopa, State of Arizona, on this day personally appeared J. S. Hall

and R. Bremer, known to be to be the persons whose names are subscribed to the foregoing instrument as Assistant Vice President and Assistant Secretary, respectively, of the PHOENIX TITLE AND TRUST COMPANY, and as such Assistant Vice President and Assistant Secretary.

and as such Assistant Vice President and Assistant Secretary, acknowledged to me that they executed the same for said PHOENIX TITLE AND TRUST COMPANY, as TRUSTEE, for the purposes and consideration therein expressed, as its free act and deed, and by each of them voluntarily executed.

Given under my hand and seal of office this 29th day of July, 1958.
My commission expires January 8, 1960.

Prepared by John J. Mackay, Atty.

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

Page 515-516-517 Records of Maricopa County, Arizona.

WITNESS my hand and official seal this day and year first day of January

1962

07208

Deputy

DOCKET

PAGE

VILLA THERESA AMENDED

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That PHOENIX TITLE AND TRUST COMPANY, an Arizona corporation, as Trustee, being the owner of all of the following described premises, situate within the County of Maricopa, State of Arizona, to-wit:

Lots One (1) to One Hundred Thirty (130) inclusive, VILLA THERESA AMENDED, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 86 of Maps, page 21 thereof;

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following express covenants, stipulations and restrictions as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof, to-wit:

1. All of said lots in said VILLA THERESA AMENDED shall be known and described as residential lots.
2. All structures on said lots shall be of new construction and no building shall be moved from any other location onto any of said lots.
3. Each residence on residential lots shall contain at least Twelve Hundred (1200) square feet of ground floor area exclusive of open porches, pergolas, basements, attached garages and carports.
4. All buildings shall be of masonry construction with only such an amount of decorative wood construction as may be approved by the committee set up in Paragraph 17 herein.
5. No garage or other building whatsoever shall be erected on any of said residential lots until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the restrictions as herein contained. Prior to the erection or after the erection of such dwelling house, no garage or other outbuilding shall be used for residential purposes; provided however, that this restriction shall not prevent the inclusion of guest or servant quarters in such garage or other outbuilding.
6. No structure shall be erected on any of said residential lots other than one detached single-family dwelling and a private garage for not more than two cars, and a guest or servant quarters.
7. No temporary building, trailer, shack, tent or unsightly structure shall ever be erected or maintained on the premises, provided that nothing herein contained shall prevent the committee provided in Paragraph 17 herein from permitting the erection of any temporary structure or trailer by a contractor or builder during the construction of a residence, said temporary structure or trailer, and the location of same, must be approved by said committee, and shall be removed upon completion of said residence, and in no event, shall said temporary structure or trailer remain on said lot longer than six months.
8. The front walls of any dwelling house or other building shall not be closer than twenty-five (25) feet to nor farther than forty-five feet from the front property line. The side walls of any building erected on said lots shall not be nearer than ten feet to the side lot line, and open carports with frame storage rooms attached or detached to masonry walls shall not be nearer than ten feet to the side lot line; provided, however, that this restriction shall not apply to a garage or guest house located on the rear one-third of a lot.

PAGE 3142 no 515

VILLA THERESA AMENDED

9. No solid wall or no fence over 2-1/2 feet high shall be constructed or maintained nearer to the front street line of any of said lots than the front walls of the building erected on such lot, and in the case of a lot on which no residence has been constructed, no solid wall or no fence over 2-1/2 feet high shall be constructed or maintained closer than twenty-five feet to the front lot line of any lot. No side or rear fence and no side or rear wall, not the wall of the building constructed on any of said lots, shall be more than six feet in height. No hedge more than three feet in height shall be permitted closer than twenty-five feet to the front lot line of any lot.

10. None of said lots shall be used for residential purposes prior to installation thereon of water flush toilets, and all bathrooms, toilets, or sanitary conveniences shall be inside the buildings permitted hereunder. Until such time as sewers may be available, all bathrooms, toilets or sanitary conveniences shall be connected to septic tanks and cesspools constructed according to standard Federal Housing Administration specifications. The cesspool shall be deep enough to prevent water from seeping to the surface. When and after sewers are available, then all such toilets, bathrooms and sanitary conveniences thereafter installed shall be connected to such sewer systems.

11. None of said lots in VILLA THERESA AMENDED shall be resubdivided.

12. No structures of any kind shall be erected on the easements reserved for public utilities, as shown on the said plat of VILLA THERESA AMENDED.

13. All rubbish, trash and garbage shall be removed from the subdivision and shall not be allowed to accumulate thereon, and shall not be burned by open fire, incinerator or otherwise on the subdivision or any part thereof.

14. The keeping or raising on the premises of poultry, cattle, pigs, horses or rabbits, or of any livestock or animals for any purpose, shall not be permitted, and the keeping of the same is expressly prohibited thereby; this restriction shall not prevent or prohibit the owner of any lot from keeping as a domestic pet a dog or cat.

15. None of the land shall be used in whole or in part for the storage of rubbish of any character whatsoever, or the storage of any property or thing that will cause the land to appear in an unclean or untidy condition, such as old cars and trucks (or any part thereof), discarded household goods, etc.

16. No billboard, signboard or advertising of any kind shall be erected placed or permitted on the premises, except a sign not larger than four (4) square feet, advertising that the premises are for sale or rent; however, only one such sign shall be placed on the premises.

17. No structure shall be commenced or erected on any of said lots until the design and location of such structure and the kind of materials to be used on such structure have been approved in writing by a committee of three (3) persons, PAT T. MARINO, ELVA J. MARINO and JOE MARINO, which committee shall act until 10% of the said lots have been sold by the Trustee and then by a committee elected by a majority of the then owners of said lots in said VILLA THERESA AMENDED. Any two of the members of such committee may pass upon such design, location and kind of materials. In the event of the death, resignation or incapacity or inability of any member or members of the Committee to act, the remaining member or members of such Committee shall have full power to appoint a new member or members of the Committee to fill such vacancy. In the event there is no Committee in existence under either manner of appointment or election, or in the event said Committee fails or refuses to approve or disapprove such design and location within thirty (30) days after written request to do so, such request to be filed with any member of the

VILLA THERESA AMENDED

Committee, then such approval of the Committee will not be required; provided, however, that such design and location of the buildings to be built on any portion of the land shall be governed by all of the restrictions herein set forth; and said buildings shall be in harmony with existing buildings and structures in the immediate vicinity and on the land hereinabove described.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots in VILLA THERESA AMENDED until October 15, 1977, at which time said covenants shall be automatically extended for successive periods of ten years each, unless by a vote of a majority of the then owners of the said lots in said VILLA THERESA AMENDED it is agreed to change the said covenants in whole or in part.

Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator; provided however, that a violation of these restrictive covenants, or any one or more of them, shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record, upon said lots or any part thereof.

Invalidation of any one of these covenants or restriction by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the FOREGOING, I, JAMES H. HART, Attorney at Law, do hereby certify that the foregoing instrument was signed and the corporate seal of the corporation was duly affixed and the same to be attested by the signatures of its duly authorized officers, this 13th day of January, 1960.

ROSENTHAL CITIZENSHIP COMPANY, INCORPORATED

BY: William

Asst. Vice President

Attorneys: James H. Hart

Asst. Secretary

STATE OF ARIZONA

County of Maricopa

On this, the 13th day of January, 1960, before me, the undersigned officer, personally appeared William and James H. Hart, who acknowledged themselves to be the Asst. Vice President and Asst. Secretary, respectively, of ROSENTHAL CITIZENSHIP COMPANY, INCORPORATED, and that they, as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Trustee, by themselves as such officers, respectively.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: 1-8-60

James H. Hart
Notary Public

3122-517

STATE OF ARIZONA
County of Maricopa
within and to which the
rights, title and interest
herein are claimed to be
recorded at request of
the undersigned
JUL 8 1971-8 00 AM

OK 8806 PAGE 474
145564
02-R MISC.
JUL 8 1971-8 00 AM
COUNTY CLERK
PAUL H. MARSH
County Recorder
Deputy Recorder

OK 8806 PAGE 474

145564

02-R MISC.

when recorded mail to:
TRANSAMERICA TITLE INSURANCE CO.
8900 North Central Ave.
Phoenix, Arizona 85020

CERTIFICATE OF CORRECTION

Trust No. 3621-1 etc

TRANSAMERICA TITLE INSURANCE COMPANY, as trustee, being the owner of all the following described real property, and being authorized to do so by the Beneficiary and Developer under the above numbered trust, hereby executes the following document:

The Subdivision known as "VILLA THERESA AMENDED", according to the plat of record in the office of the Maricopa County Recorder, in Book 86 of maps, page 27 of said records, is hereby amended/corrected as to the following:
THE EASEMENT shown on said plat as EASEMENTS FOR PUBLIC UTILITIES, is hereafter to be known and used in connection with the lots 20 through 29, inclusive, and lots 37, 38 and 52, as "EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE". Said correction shall be in force and effect solely in connection with the above numbered lots.

APPROVED:
BENEFICIARIES

James E. Needham
James E. Needham

STUFFLEBEAM CONSTRUCTION CO.

Stufflebeam

Willie G. Needham

subject to all 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 the Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of the Grantor herein and its other, subject to the matters above set forth.

Dated this 29th day of June, 1971

TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA,
as Trustee

By *James E. Needham*
Assistant Trust Officer

STATE OF ARIZONA
County of Maricopa

Subscribed and sworn to before me this 7th day of July, 1971, personally appeared JAMES W. DORSETT who acknowledged himself to be a Trust Officer of the TRANSAMERICA TITLE INSURANCE COMPANY OF ARIZONA, and that he was authorized to execute and deliver the foregoing instrument for the purposes therein contained by him, by the terms of the Corporation as Trustee, or to act as such officer.

My commission expires 9-13-74

Mary Harvath
Notary Public

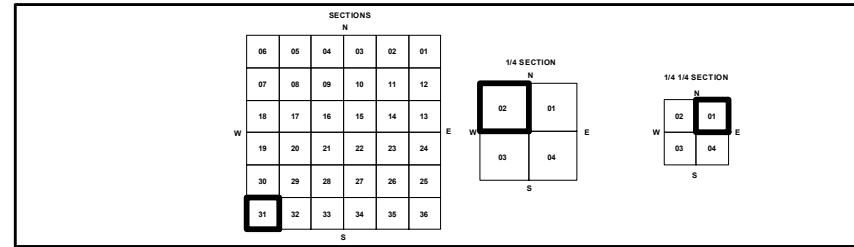
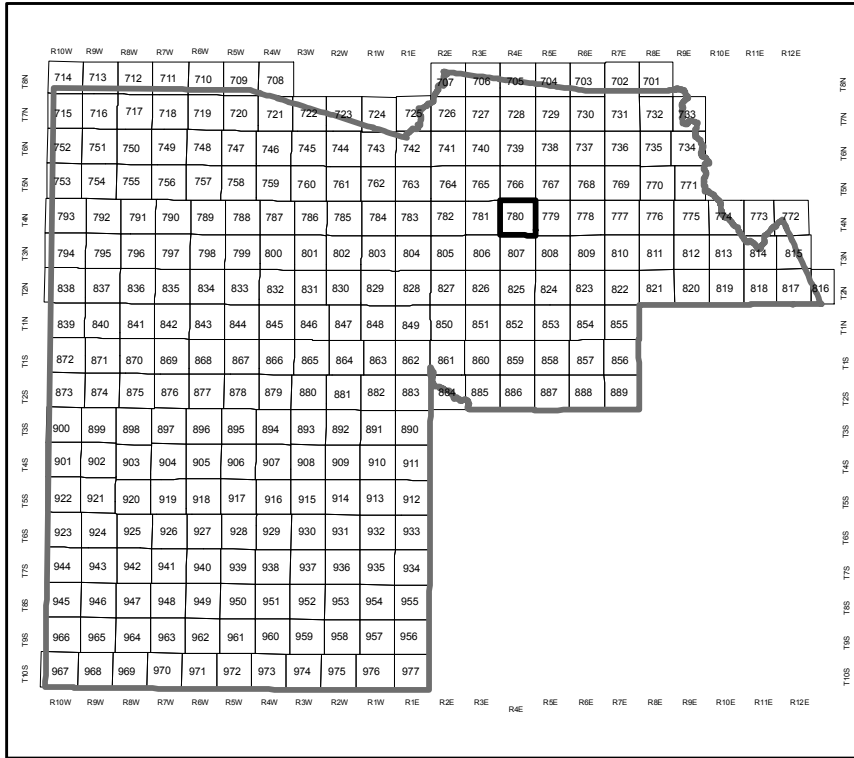
MARICOPA COUNTY

STATE OF ARIZONA

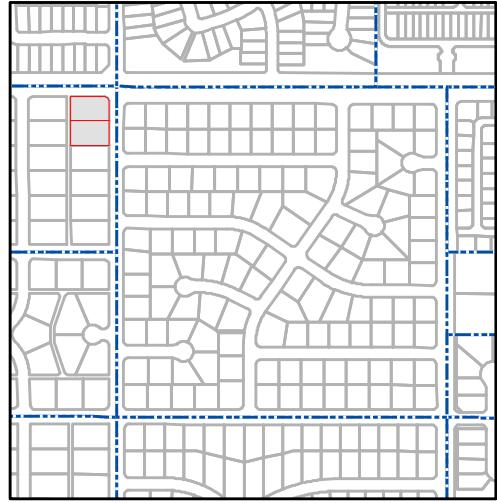
PT. SECTION 31 T04N R04E

780 - 31 - 02 - 01

TOWNSHIP & RANGE GRID SECTION NUMBER 1/4 SECTION NUMBER



Parcels updated within this map



MARICOPA COUNTY
ASSESSOR'S OFFICE

301 W. Jefferson Street
Phoenix, AZ 85003
Date: 10/21/2020

<https://mcassessor.maricopa.gov>

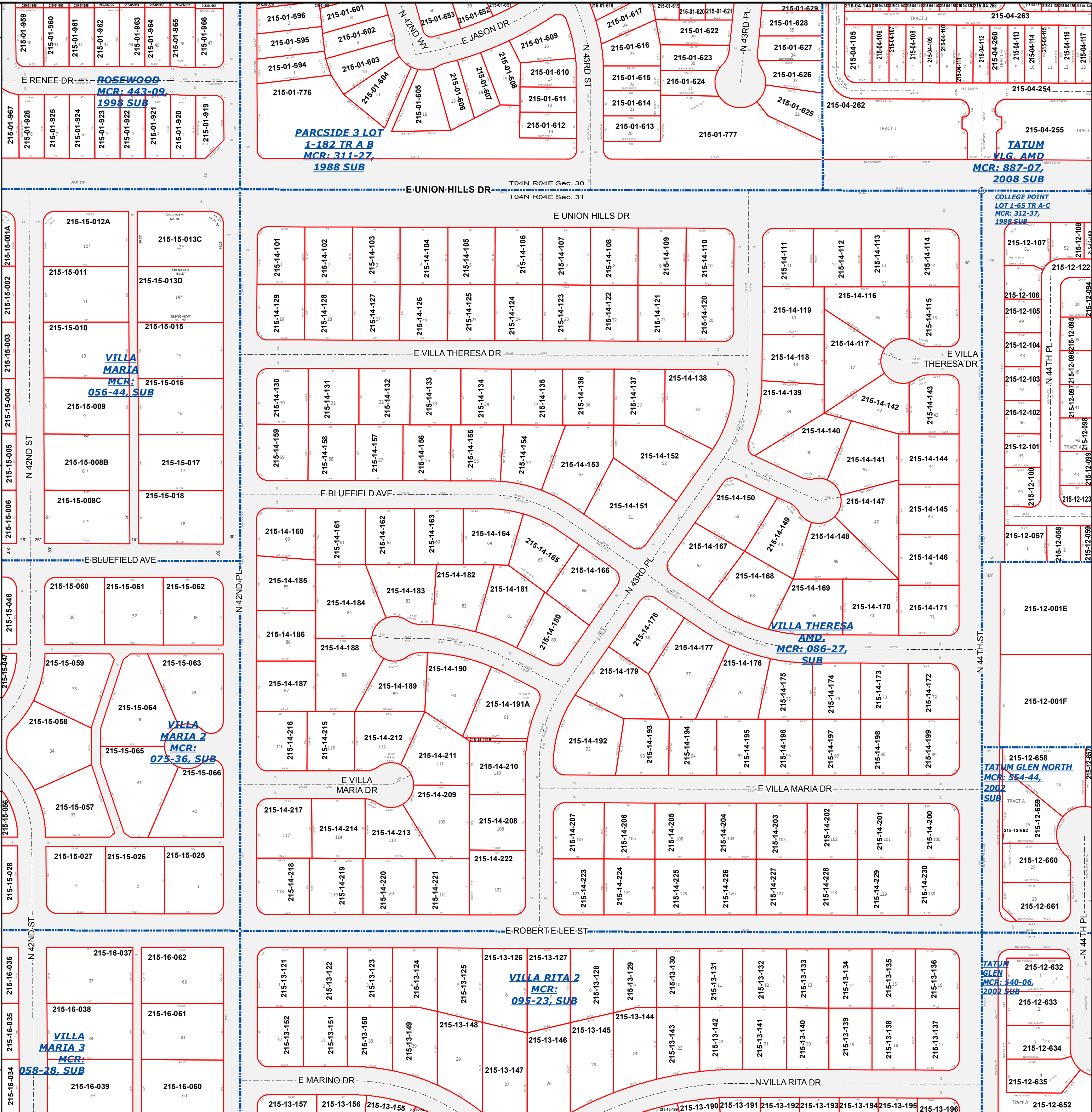


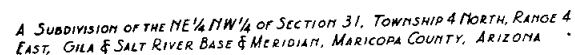
LEGEND: Parcels Subdivisions Lots Sections Section Corners Centerlines

Disclaimer - Indemnification
CAUTION! USERS SHOULD INDEPENDENTLY RESEARCH AND VERIFY INFORMATION WITHIN THIS DATASET OR MAP BEFORE RELYING ON IT.

The Assessor's Office has compiled information within this dataset or map that it uses to identify, classify, and value real and personal property. Please contact the Assessor's Office at 602 506-3406 if you believe any information is incomplete, out-of-date, or incorrect so that appropriate corrections can be addressed. Please note that a statutory process is also available to correct errors pursuant to Arizona Revised Statutes 42-16254.

The Assessor does not guarantee that any information contained within this dataset or map is accurate, complete or current. In many instances, the Assessor has gathered information from independent sources and made it available within this dataset or map, and the original information may have contained errors and omissions. Errors and omissions may have occurred in the process of gathering, interpreting, and reporting the information. Information within this dataset or map is not updated "real time." In addition, Users are cautioned that the process used within this dataset or map to illustrate the boundaries of adjacent parcels is not always consistent with the recorded documents for such parcels. The parcel boundaries depicted within this dataset or maps are for illustrative purposes only, and the exact relationship of adjacent parcels should be independently researched and verified. The information provided within this dataset or map is not the equivalent of a title report or a real estate survey. Users should independently research, investigate, and verify all information before relying on it or using it in the preparation of legal documents.



[illegible]

Done at Phoenix, Arizona, this 7 day of July, 1938.

Done at Phoenix, Arizona, this 10th day of July, 1964.
 PHOENIX TITLE AND TRUST COMPANY, TRUSTEE
 By W. J. Lee
 Vice - President
 ATTEST: [Signature]
 Assistant Secretary

State of Arizona } ss
County of Maricopa }
On this _____ day of _____, 1958, before me the undersigned authority personally
appeared _____, _____ and _____, who acknowledged themselves to be the
Vice President and Assistant Secretaries, respectively, of the Phoenix Title and Trust Company, a Corporation, and that they as such
Vice President and Assistant Secretaries, respectively, executed the foregoing instrument for the purposes therein contained by signing the name of the
said _____, _____ and _____, by themselves as Vice President and Assistant Secretaries, respectively.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My Commission Expires: 12-31-2025

APPROVED by the Maricopa County Planning & Zoning Commission 1/1/13

fourth day of June 195

D. W. Allen
Director

This is to certify that the survey and submission of the above described premises was made under my direction during the month of March, 1956.


 Registered Civil Engineer

SAX-GLYDER ENGINEERING CORPORATION
3500 NORTH CENTRAL AVENUE - SUITE 225 - PHOENIX, ARIZONA
JOB NO. S-358-G JDK MARCH 27, 1958

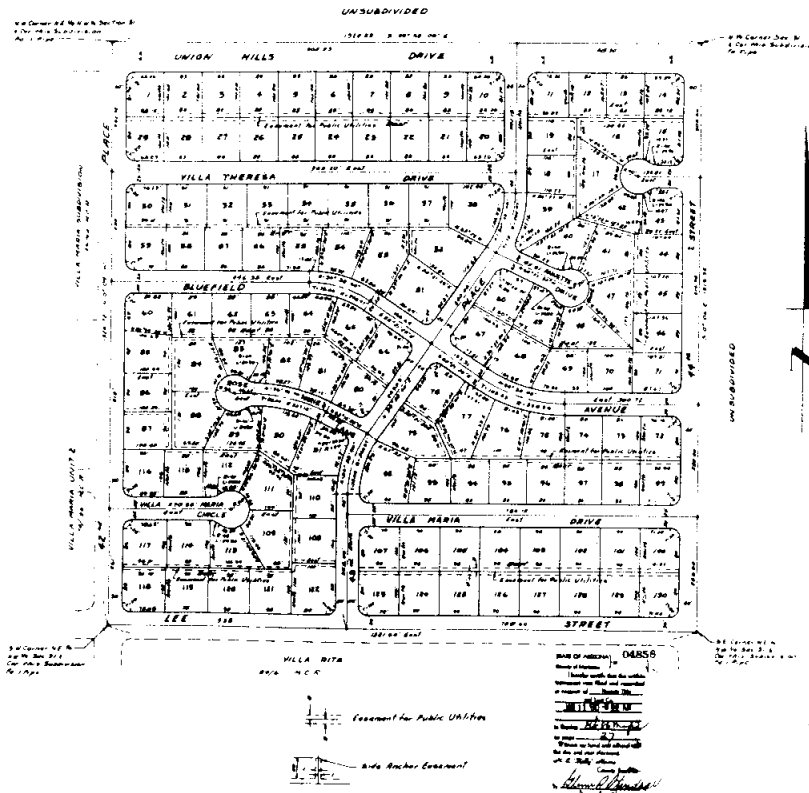
Scale : 1" = 60'

S950
1-38-37

VILLA THERESA AMENDED

86-27

A Resubdivision of 'VILLA THERESA' Recorded in Book 77
Page 49 Maricopa County Records Office



STATE OF ARIZONA
COUNTY OF MARICOPA } 33
KNOW ALL MEN BY THESE PRESENTS
That the Phoenix Title and Trust
Company, an Arizona Corporation,
as Trustee, has subdivided under the
name of VILLA THERESA AMENDED,
VILLA THERESA, a subdivision of record
in Book 77 of Maps Page 49 Maricopa
County Records Office being the NE 1/4
of Sec 31, T4N, R4E, S8S, R.
in the Maricopa County, Arizona,
as shown platted hereon and
hereby publishes this plat as and
for the plat of said VILLA THERESA AMENDED
and further declares that this
plat sets forth the location and
gives the dimensions of the
lots and streets constituting
same and that each lot and
street shall be known by the
number or name given each
respectively on this plat and
that the Phoenix Title and Trust
Company, as Trustee, hereby
dedicates to the public for use
as such, the streets as shown
on this plat and included in the
above described premises.
Easements are dedicated for
the purposes shown
IN WITNESS WHEREOF
The Phoenix Title and Trust Com-
pany, as Trustee, has this
11th day of March, 1939, caused its corporate name to be
signed and its corporate seal
to be affixed by the undersigned
officers hereunto duly
authorized.

PHOENIX TITLE AND TRUST COMPANY
AS TRUSTEE
By Robert S. Knight
Vice President
Attest Paula Paul
Assistant Secretary

STATE OF ARIZONA } 33
COUNTY OF MARICOPA
On this 11th day of
March, 1939, before me,
the undersigned officer,
personally appeared
R. Knight, and
Paula Paul, who
acknowledged themselves to be

the Vice President and Assistant
Secretary respectively of the Phoenix
Title and Trust Company, a corporation,
and that they, as such officers,
respectively, being duly authorized
solely do, executed the foregoing in-
strument for the purposes therein
contained by signing the name of
the corporation as Trustee by them-
selves as such officers, respectively,
IN WITNESS WHEREOF, I hereunto
set my hand and official seal.

Notary Public, Robert S. Knight
My commission expires 12/31/40
Signed Robert S. Knight
Approved Robert S. Knight
Chairman Board of Supervisors
Maricopa County

ATTESTED BY Paula Paul

This is to certify that the survey
and subdivision of the within
described premises was made
under my direction during the
month of November, 1939.

Robert S. Knight
R.S. Knight, Registered Civil Engineer

ROBERT S. KNIGHT, ENGINEERS INC.	
535 N. BROWN AVE., SCOTTSDALE, ARIZONA	
PLAT OF	
VILLA THERESA AMENDED	
Drawn by: D.J.E.	Scale: 1"=60'
Checked by: D.J.E.	Job No. 3306
Date: November, 1939	Sheet 1 of 1
Approved:	Date:

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER

HELEN PURCELL

20150241104 04/09/2015 08:04

ELECTRONIC RECORDING

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

2278963-1-1-1--

Yorkm

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 98298918 - 347910 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: Arizona (Maricopa)	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR	1b. INDIVIDUAL'S SURNAME Arnett		FIRST PERSONAL NAME Gary	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS 18212 N 43rd Place		CITY Phoenix	STATE AZ	POSTAL CODE 85032 COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Renewable Asset Management Company, LLC.				
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS P.O. Box 207		CITY Naperville	STATE IL	POSTAL CODE 60566 COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

Parcel: 215-14-208

Description: VILLA THERESA AMD

Lessee agrees under the Residential Solar PV Lease Agreement, the Secured Party/Lessor and Secured Party/Lessor's successors and assigns will retain ownership of the installed Residential Solar System including but not limited to photovoltaic panels, inverters, monitoring equipment, racking, Solar Renewable Energy Certificates, all claims under warranties, all payments under any indemnity, warranty or guaranty with respect to any such property, all awards for taking by eminent domain, all proceeds of fire, theft or other insurance, including, without limitation, any and all refunds of unearned premiums in connection with any cancellation, adjustment or termination of any insurance policy or policies, any and all proceeds obtained as a result of any legal action or proceeding with respect to any of the forgoing property, and claims by Lessee against third parties for loss or damage to, or destruction of, any of such property.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☒ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

98298918

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

3151586-1-1-1--
Hoyp

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
1367 34166 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703	Filed In: Arizona (Maricopa)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20150241104 04/09/2015

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☒ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☒ Secured Party of record

☒ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME Renewable Asset Management Company, LLC.				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME RAMCO Holdings, LLC.				
OR	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			
	SUFFIX			

7c. MAILING ADDRESS P.O. Box 207	CITY Naperville	STATE IL	POSTAL CODE 60566	COUNTRY USA
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8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME Renewable Asset Management Company, LLC.				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor: Arnett, Gary

1367 34166