

DNI 11793 129

STATE OF ARIZONA

County of MARICOPA

AUG 3 1976 - 8 00

I hereby certify that this instrument was filed
and recorded in DOCKET
page 129-130 and indexed at the request of11793
ARIZONA TITLE

Fee No.

192759

Which recorded must to
First Federal Savings
3003 N. Central Ave.
Phoenix, AZ 85012
Suite 405

Witness my hand and official seal

By

TOLLEY E. HARRINGTON

County Recorder

Deputy Recorder

Compared
Photostated
fee

200

SECURES CONSTRUCTION LOAN

Loan No: 0151069077

Deed of Trust and Assignment of Rents

THIS DEED OF TRUST made this 30th day of July 1976 between

JAMES A. REED and CATHERINE A. REED, husband and wife

hereinafter called Trustor whose mailing address is

8239 East Gail Road, Scottsdale, Arizona 85260

FIRST SERVICE CORPORATION, an Arizona corporation hereinafter called Trustee and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION IN PHOENIX A
corporation, hereinafter called Beneficiary, whose mailing address is 3003 North Central Ave.,
Phoenix, Arizona 85012

WITNESSETH

A. TRUSTOR FOR THE PURPOSE OF SECURING

1. Payment of the sum of \$ 35,842.00 with interest thereon according to the terms of a promissory note or notes of even date
herein made by Trustor payable to Beneficiary or order, and all modifications, extensions or renewals thereof.2. Payment of such additional sums with interest thereon (a) as may be hereafter borrowed from Beneficiary by Trustor and evidenced by a
promissory note or notes, or (b) as may be paid out or advanced by Beneficiary (i) as may otherwise be due to Trustor or Beneficiary, under any pro-
vision of this Deed of Trust and all modifications, extensions or renewals interest.3. Payment, performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained and in any and
all pledge agreements, supplemental agreements, assignments of interest, mortgages, deeds of trust, deeds, or other instruments of record, assignments, exe-
cuted by Trustor on or after the date of this deed or at any time subsequent to this date for the purpose of further securing any indebtedness hereby secured, or any part
thereof, or any further assignments or transfers or additions to or of any sums hereafter made by Beneficiary to Trustor during the continuance of these
trusts and secured hereby, or for the purpose of supplementing or amending this Deed of Trust or any instrument secured hereby.4. Performance of the loan secured hereby or any part thereof is for the purpose of constructing improvements on such property, of each term
and condition of Trustor contained in the Building and Loan Agreement and Assignment executed between Trustor and Beneficiary.5. Performance by Trustor of such property includes a leasehold interest of each and every provision of the lease creating or pertaining to
such leasehold.6. Compliance by Trustor if such property includes a condominium, cooperative apartment or part of a planned area development with each
and every provision of the Condominium Property Regime and the Declaration of Covenants, Conditions and Restrictions creating or pertaining to the con-
dominium, cooperative apartment or planned area development.7. A Beneficiary's action against the interest of Trustor in any other real or personal property or obligation of Trustor to Beneficiary,
whether created directly or acquired by assignment, whether absolute or contingent, whether due or not whether otherwise secured or not, or whether
existing at the time of the execution of this Deed of Trust or arising thereafter.HEREBY HEREBY, GRANTS, SURRENDERS, RELEASES, TRANSFERS AND A SURETY IN TRUST WITH POWER OF SALE, as in and
to the interest, estate claim and demand which Trustor now has or may hereafter acquire in or to the certain real property located in the County of
MARICOPA, State of Arizona, and legally described as:Lot 30, of CAMELBACK PARK PLAZA, per map recorded in
Book 86, Page 13 of Maps, in the office of the County
Recorder of said County.INCLUDING all buildings, improvements and fixtures, easements, rights of way and other appurtenances thereto which are now or at any time here-
after placed thereon, and without limiting the generality of the foregoing, a heating, refrigeration and cooling equipment, light fix-
tures, garbage disposal, cabinets, carpeting, draperies, awnings, patio covers, fences, well casings and pumps, water heaters, water softeners, under-
communication systems, swimming pool equipment and machinery, built-in ranges, built-in ovens, built-in refrigerators, built-in dishwashers, built-in
clothes washers and dryers, and all other built-in appliances and furnishings, it being the intention of the parties that all of the above property with
applicable or special descriptions shall be ready and subject to this Deed of Trust.AND INCLUDING in the case of an apartment building or commercial building that not in the case of a residential residence unless specifically
included herein, all furniture, fixtures, trade or otherwise, and equipment or contents including a business or establishment including without limitation
any manner including the generality of the following: (1) all machinery, equipment, fixtures and appliances used for cleaning, refrigeration, vacuuming,
waste and garbage removal, (2) all mail cases, vaults, cash registers, cash boxes, safe deposit boxes and other business devices, (3) all room
furniture, sheets, bedding, linens, lamps, tables, television sets, radios, intercom or alarm systems, built-in closets, wall units, bookcases and bathroom
items, (4) any liquor license or licenses and all other inventory and supplies, glasses, bowls, sinks, washers, dryers, built-in bars and lounge furniture, (5)
all built-in refrigerator boxes and deep freeze cabinets, steam tables, dishwashers, bake ovens, set-top tables, all home ranges wherever placed, dishes
and any and all other heavy kitchen equipment, (6) and all other fixtures, installations and appliances attached to or forming part of the premises, all of said items
either now or hereafter to be installed being hereby declared to be for the purposes of this instrument a part of the realty and subject to the security
interests hereby created.TOGETHER with all rights, privileges, rents, issues and profits arising therefrom, and insurance proceeds due under policies hereinafter required to
be kept in force, all of which are hereby assigned as additional and further security, andTOGETHER with any and all awards and payments including interest thereon, and the right to receive the same which may be made with respect to
these premises as the result of (1) the exercise or threat of exercise of the right of eminent domain or condemnation (2) any other injury to or decrease
in the value of said realty to the extent of all amounts which may be secured by this Deed of Trust at the date of receipt of any such award or payment
by Trustor, all of which Trustor represents are and shall be and are intended to be a part of the realty.

B. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR WARRANTS, COVENANTS AND AGREES

1. WARRANTS that at the time of the execution and delivery of this Deed of Trust, Trustor is seised of the premises in fee simple, has an
authority to convey the same, that the same are free and clear of all prior liens and encumbrances, and that the Trustor will forever warrant and defend the
same and the title thereto against all lawful claims.2. CONSTRUCTION OF IMPROVEMENTS. If the loan secured hereby or any part thereof is obtained for the purpose of construction of improve-
ments on said property, to promptly complete the same in accordance with all plans and specifications satisfactory to Beneficiary (i) the Building and
Loan Agreement and Assignment, and (ii) any other agreements entered into between Trustor and Beneficiary pertaining to said construction.

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3. PAYMENT OF PRINCIPAL AND INTEREST. To pay all sums of money as provided in the note or notes of even date herewith, all other additional advances according to the terms of a note or notes hereafter signed by the Trustor as advances for the protection of the security or performance of any act or payment of any moneys agreed to be performed or paid by the Trustor pursuant to covenants hereinafter contained on demand.

4. TAXES AND ASSESSMENTS. To pay when due all real and personal taxes, including taxes on property other than the secured premises which may be imposed in the valuation because of Trustor's failure to separate the security from non securities on the Assessor's rolls, all general and special assessments, all water charges, utility payments, common maintenance assessments, mechanics, laborers and materialmen's claims, all other Federal and State taxes, all of them foregoing without limitation to this deed or to whether such taxes, charges or assessments are levied against the property or the Beneficiary, immediately upon receipt by Trustor of notice of any increase in the assessed value of this property and shall allow (but not obligate) Beneficiary to do so in the name of Trustor, to contest by appropriate proceedings any increase in assessment. In the event of the passage after the date of this Deed of Trust of any law of the State of Arizona deducting from the value of real property for the purpose of taxation, any lien, tax, or charge in any way the laws for the taxation of Deeds of Trust or debts secured by Deeds of Trust for State or local purposes, or the manner of collecting any such taxes, so as to affect this Deed of Trust, the holder of this Deed of Trust and of the debt which it secures shall have the right to declare the principal sum and the interest due by giving Trustor not less than thirty (30) days written notice thereof. PROVIDED, HOWEVER, that such election shall be ineffective if Trustor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if prior to such specified date, does pay such taxes and agrees to pay any such tax when hereafter levied or assessed against said property. Should Trustor fail to pay any amount or do any act as hereinabove set forth, then Beneficiary or Trustee, but without obligation so to do, and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may make any such payment or do any such act in such manner and to such extent as is necessary to protect the security hereof.

5. FIRE AND CASUALTY INSURANCE. To provide and maintain in force at all times fire, extended coverage, vandalism and malicious mischief and any other kind of insurance protection which Beneficiary may reasonably request. Such insurance shall be in a form content and by an insurance company satisfactory to Beneficiary and shall be in a sum not less than the aggregate unpaid principal balance secured hereby, and shall contain a standard clause in favor of the Beneficiary endorsed on the policy. Said policies shall be delivered to the Beneficiary on the maturity thereof with premiums paid in advance for one year and thereafter said policy to remain in the possession of the Beneficiary. All renewal or replacement policies shall be delivered to the Beneficiary with the premiums paid in advance, not later than thirty (30) days prior to the expiration of any existing policies held by the Beneficiary. Should the Trustor fail to deliver the renewal policy prior to the time required for delivery, the Trustor authorizes the Trustee and Beneficiary to procure at the Trustor's expense a policy satisfactory to the Trustee and Beneficiary. The Trustor authorizes and directs each insurance company concerned to make payment for any loss directly to Beneficiary, in accordance with the assignment herein made. The amount collected under any said insurance policy may be applied by the Beneficiary upon any indebtedness secured hereby in such order as the Beneficiary may determine or at the option of the Beneficiary the entire amount so collected or any part thereof, may be released to Trustor. HOWEVER, such application or release shall not cure or waive any default hereunder. The Beneficiary shall not be responsible for such insurance, or the collection of any insurance money, or for any insolvency of any insurer or any insurance underwriter. All unexpended insurance is assigned and shall inure to the benefit of and paid to the purchaser of the premises at any sale held pursuant to a decree of foreclosure and order of sale in any action to foreclose this Deed of Trust. The Trustor authorizes the Beneficiary to disclose the expiration dates or other policy information to other persons, partnerships, or corporations, directly or indirectly, for the purpose of permitting any such person, partnership or corporation to obtain the required insurance or any renewal thereof. In the event the Trustor delivers an insurance policy containing coverage in addition to that required by the Beneficiary for protection of the property, the Beneficiary's acceptance thereof shall not impose upon the Beneficiary any obligation to maintain in force or renew any such additional coverage. Should the Trustor request the substitution of a new policy for an existing insurance policy in possession of the Beneficiary at a time other than within thirty (30) days of the expiration or renewal date of the existing policy, Trustor will pay to Beneficiary the maximum amount allowed by law prior to the Beneficiary's obligation to accept the substitution policy. Should Trustor fail to pay any premium or do any act as hereinabove set forth, then Beneficiary or Trustee, but without obligation so to do, and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may pay any such premium or do any such act in such manner and to such extent as is necessary to protect the security hereof.

6. LIFE, ACCIDENT AND DISABILITY INSURANCE. To pay at least thirty (30) days before the due date all premiums for life or disability insurance insuring the life of the Trustor, and to assign and deliver all such policies to Beneficiary as additional security hereunder. Should Trustor fail to pay any premium or do any act as hereinabove set forth, then Beneficiary or Trustee, but without obligation so to do, and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may pay any such premium or do any such act in such manner and to such extent as is necessary to protect the security hereof.

7. IMPOUND ACCOUNT. To pay to Beneficiary, if Beneficiary shall so request on the same date and in addition to any other payments required hereunder, monthly advance installments of (a) realty and personal property taxes, (b) assessments levied or to be levied against the premises, (c) premiums for hazard insurance, and (d) premiums for life, accident and disability insurance that will become due and payable herein, as impounds towards the future payment of such amounts. Such installments shall be equal to the estimated taxes, assessments and insurance premiums next due (as estimated by the Trustor) and less of such amounts previously paid, divided by the number of months there are to elapse before thirty (30) days prior to the date when such taxes, assessments or premiums will become due. All sums paid are pledged as additional security for this loan for the purpose of building up an adequate reserve to insure payment when due of such amounts and Beneficiary shall be under no legal or contractual obligation to pay Trustor interest on funds or other return on such funds. This reserve will be disbursed or applied as provided hereinafter, at the option of Beneficiary, may be used, invested or commingled in any manner deemed necessary by Beneficiary. If the amount paid to the Beneficiary under the provisions of this paragraph is used hereof to discharge the obligation of the Trustor to pay such taxes, assessments and premiums as the same become due, Trustor shall pay to Beneficiary upon its demand such additional sums as may be required to discharge Trustor's obligation to pay such amounts. In the event of any default or breach by Trustor under the terms hereof including any late payment, Beneficiary may use the payments herein provided for to discharge any amounts owing to Beneficiary, whether in the nature of life charges, reimbursement for advances made by Beneficiary under the terms hereof, or otherwise.

8. REPAIR, MAINTENANCE AND PROTECTION OF PROPERTY. To keep such property in good condition and repair, not to substantially alter, remove or demolish any buildings thereon, to restore promptly and in good workmanlike manner any buildings or other improvements which may be damaged or destroyed, to pay when due all claims for labor performed and materials furnished in connection with such property and not to permit any mechanic's lien against such property, to comply with the provisions of all insurance policies and all laws affecting such property, to cause any alterations or improvements to be made thereon not to commit or permit either economic or physical waste thereon, not to commit squatter or prime any act upon such property in violation of law, to paint, decorate, cultivate, irrigate, fertilize, fence and do all other acts which the character or use of such property may reasonably require. Trustor, upon presentation to it of a sworn affidavit signed by Beneficiary setting forth facts showing a default by Trustor under this paragraph, is authorized to accept as true and conclusive the facts and statements therein, and to act thereon hereunder. Should Trustor fail to protect, repair and maintain the property as hereinabove set forth, then Beneficiary or Trustee, but without obligation so to do, and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may make any such payment or do any such act in such manner and to such extent as is necessary to protect the security hereof. Beneficiary or Trustee is authorized to enter upon the property at any time for such purpose.

9. LEASEHOLD ESTATES, CONDOMINIUMS AND APARTMENTS. To pay when due all ground rents, assessments and other charges imposed by Trustor by the lease or leases creating a leasehold estate, to comply with all other covenants and conditions to be performed thereunder, and not to amend, change, terminate or modify any such leases without the express consent of Trustor or Beneficiary. If the security under this Deed of Trust is a condominium, cooperative apartment or planned area development, Trustor shall perform each and every obligation contained in the Condominium Property Regime and the Declaration of Covenants, Conditions and Restrictions pertaining to the condominium, cooperative apartment or planned area development.

10. ASSIGNMENT OF RENTS. To assign and transfer to Beneficiary all of Trustor's right, title and interest in and to all leases, rents, issues, profits or income from the secured property and each and every part thereof including all present and future leases or rental agreements. This assignment may be enforced by Beneficiary without regard to the adequacy of the security hereof or the solvency of Trustor by any one or more of the following methods: (a) appointment of a Receiver, (b) Beneficiary taking possession of the secured property, (c) Beneficiary collecting any moneys payable under leases or rental agreements directly from the parties obligated for payment, (d) injunction, or (e) any other method permitted by law. Any rents or issues received by Beneficiary shall be applied first to the cost of collection, second to any expenses Beneficiary may expend in making the property ready for or satisfactory to any lessee or tenant, and the remainder shall be applied on the indebtedness secured hereby. Trustor shall not consent to the cancellation or surrender of any lease on the property, or any portion thereof, having an unexpired term of two (2) years or more, or decrease the rental payable under any lease, or receive or collect more than two (2) months' rent in advance, and Trustor agrees not to default in performing its obligations under all leases on the property. Continuation of any rents, issues and profits and other sums of money by Beneficiary shall not cure or waive any default or notice of default hereunder or invalidate any acts done pursuant to such notice. Beneficiary shall not be liable for the failure to collect any rents, issues or profits or other sums nor for the failure to assert or enforce any of the foregoing rights. Trustor hereby agrees that, in the event Beneficiary exercises its rights under this paragraph and takes possession of said property through an assignment of rents or through a court appointed receiver, Trustor waives any right to compensation for the use of Trustor's furniture, furnishings or equipment in said property.

11. ACCOUNTING PERTAINING TO INCOME FROM PROPERTY. To promptly deliver such certified financial statements showing the true status of Trustor's operation as Beneficiary may request. Such statements shall cover the income and expense aspects of Trustor's commercial or residential property, shall be prepared according to acceptable accounting principles and practices, and shall be in a form and content acceptable to Beneficiary. Upon ten (10) days notice by ordinary mail, postage prepaid, addressed to Trustor at Trustor's last known address, Beneficiary shall have access to Trustor's books and records to verify the information furnished Beneficiary pursuant to this paragraph.

12. REIMBURSEMENT. To pay immediately upon demand all costs, fees or expenses incurred and sums expended or advanced under the terms of this Deed of Trust by Beneficiary or Trustee, with interest thereon, at a rate equal to the rate provided for in the note secured hereby, and the obligation of Trustor to pay such sums and interest as aforesaid shall be secured hereby. If Beneficiary or Trustee shall make such payment or expend such sums, Trustor shall pay a service charge in an amount equal to 10% of the payment made or the sum expended. All expenditures made by Beneficiary shall be prima facie evidence of the necessity therefor and reasonableness thereof.

13. CLAIMS, DEMANDS AND ACTIONS. To (a) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, (b) at the option of Beneficiary, to assign to Beneficiary, to the extent of Beneficiary's interest, any claims, demands

or causes of action of any kind, including any award, Court judgment or proceeds of settlement of any such claim, demand or cause of action or any kind which Trustor now has or may hereafter acquire arising out of acquisition or ownership of the property. Without limiting the generality of the foregoing, any such claim, demand or cause of action arising out of acquisition or ownership of the property may include (1) awards made under the right of eminent domain or condemnation, or (2) any injury or damage to the property or any structure or improvement situated thereon through fire or other casualty, or (3) any claim or cause of action in favor of Trustor which shall have arisen out of the transaction financed in whole or in part by the making of the loan secured hereby, or (4) any claim or cause of action in favor of Trustor (except for bodily injury) which arises as a result of any negligent or improper construction, installation or repair of the property or of any building or structure thereon. Beneficiary may apply, use or release such moneys so received in the same manner as in Paragraph 4 provided by the proceeds of fire or other insurance.

14. **DEFENDING TRUST.** Notwithstanding the provisions of Paragraph 13 hereof, Beneficiary or Trustee may (a) commence and prosecute or defend in and defend any action to prevent any proceeding to affect the security hereof or the rights or powers of Trustor. Beneficiary or Trustee herein (b) pay, purchase, contest in compromise any claim, demand, charge or lien which in the judgment of Beneficiary or Trustee appears to be due in respect hereof, and (c) exercise any such right, incur any such liability and expend any such amounts as Beneficiary or Trustee deems reasonably necessary, including cost of evidence of title and reasonable attorneys' fees.

15. **ATTORNEY AND OTHER FEES.** To pay immediately and upon demand all sums, costs, fees and expenses (including, but not limited to, reasonable expenses for services of attorneys, accountants, real estate brokers, appraisers, and other persons and for contractors for labor and materials incurred or paid by Beneficiary or Trustee in connection with (a) the defense of any claim affecting the secured property, (b) breach of any covenant contained herein, (c) collection of any moneys herein assigned and agreed to be paid, (d) any proceeding to exercise the power of sale granted herein (e) any proceeding to foreclose this Deed of Trust by legal process, (f) any proceeding to appoint a Receiver for the secured premises, (g) any proceeding to remove or dispossess Trustor from the premises after exercise of sale or foreclosure, or (h) any other proceeding or matter in which Trustee or Beneficiary may become involved which affects Trustor or Trustor's property, without regard to whether actual litigation or judicial proceedings take place. To the extent that any funds held hereunder or secured hereby in possession of either the Beneficiary or Trustee are subject to the claims of Trustor, Trustor shall have the right, but shall not be obligated so to do, and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof to pay said sums, costs, fees and expenses out of said funds in lieu of the funds being applied as otherwise provided herein.

16. **LATE CHARGES.** To pay a late charge as provided for in any note or notes secured hereby.

17. **PREPAYMENT CHARGES.** To pay a fee for prepayment of any indebtedness as provided for in any note or notes secured hereby.

18. **HOMESTEAD.** To waive, extinguish and set aside all rights of homestead exemption in and to the secured premises which may now exist or hereafter be created.

19. **WAIVER OF STATUTE OF LIMITATIONS.** To waive to the fullest extent permitted by law the right to plead any statute of limitations as a defense to any demand or obligation secured hereby.

C. TRUSTOR, TRUSTEE AND BENEFICIARY MUTUALLY AGREE:

1. **CREATION OF TRUST.** The Trust created hereby is irrevocable by Trustor. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, but acceptance is not required as a condition to the validity hereof, and this Deed of Trust is effective upon delivery. Trustee shall not be obligated to notify any party hereto of pending sale under any other Deed of Trust, or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party, except as required by law.

2. **SUBSTITUTION OF TRUSTEE.** Beneficiary may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary and recorded in the office of the Recorder of the County or County where the property is situated, shall be conclusive proof of the proper substitution of such successor Trustee or Trustees when shall without conveyance, succeed to all the title, estate, rights, powers and duties of the predecessor Trustee. Said instrument shall contain the name and address of the new Trustee. If notice of default upon any loan secured hereby, no power of substitution may not be exercised unless the then acting Trustee signs an acknowledgment of such substitution of the Trustee to the effect that on such date and at such place and expenses due to such Trustee have been paid or satisfied. The parties are herein provided for substitution of Trustee shall not be exclusive of any other provisions provided by law.

3. **BENEFICIARY OR TRUSTEE AUTHORIZATION.** Upon written direction of Beneficiary and presentation of this Deed of Trust and any note secured hereby, Beneficiary or Trustee may, at any time, or from time to time, without notice to Trustor, and without affecting the personal liability of Trustor or any other person for payment of the note or notes secured hereby, or the lien of this Deed of Trust, or the rights and powers of the Beneficiary or Trustee with respect thereto (a) substitute, release or recover any part of the property from the lien hereof, (b) release any indebtedness, (c) extend or renew the term or otherwise modify the term of payment of any such indebtedness, (d) join in any agreement subordinating or altering the lien or charge hereof, (e) accept additional security, (f) allow assumption or substitutions, (g) consent to the making of any map or plan or survey thereof, or (h) join in the granting of any easement, use or restriction thereon. If Trustee shall perform any such acts or execute any such documents pursuant thereto, Trustor shall pay to Trustee or Beneficiary a reasonable service charge therefor.

4. **CONSENT TO TRANSFER.** In the event that Trustor, or any successor in interest of Trustor, shall sell, convey, transfer, contract to sell, lease for more than five (5) years or lease with option to purchase the secured property, or any part thereof, or any interest therein, or if any of said parties shall be divested of any part thereof or interest therein, either voluntarily or involuntarily, or if title to said property is further encumbered or subjected to any lien or charge, contractual liability, by operation of law or otherwise, or if any of said parties shall change or permit the character or use of said property to be changed, or to allow digging or drilling for gas, oil, or other minerals, or if any of said parties are a partnership and the interest of a general partner or if a corporation and more than 25% of the corporate stock is sold, transferred, or assigned in any one calendar year, without the written consent of Beneficiary, an indebtedness secured by this Deed of Trust, irrespective of the maturity date of said indebtedness, and without regard to the adequacy or inadequacy of the security, or solvency or insolvency of Trustor, shall, at the option of the Beneficiary, become immediately due and payable without demand or notice. Beneficiary shall have the contractual right to withhold its consent to a transfer under the provisions of this paragraph in any instance where the security upon revaluation, the financial responsibility of the purchaser, or the physical condition of the premises does not warrant that consent, or the existing interest rate of this loan is less than the current interest rate being charged on loans to purchasers of properties similar in value to the secured property.

5. **DEFAULT BY TRUSTOR.** In the event Trustor shall fail to pay, perform or discharge, at the time and in the manner agreed upon herein (a) any of the terms and conditions of this Deed of Trust, or (b) any note, indebtedness, liability, contract or obligation secured by or referred to in this Deed of Trust, or if Trustor has made any material misrepresentation, or has failed to disclose any material fact, or these certain financial and other written representations and disclosures made by Trustor in order to induce Beneficiary to extend credit as evidenced by the note or notes and other agreements which this Deed of Trust secures, or if Trustor shall attempt to commit fraud in order to evade the provisions of Paragraph 4 (Consent to Transfer), or if Trustor's property, or any part thereof, shall be attached or become subject to legal process and not be released therefrom within ninety (90) days, or if any proceeding is filed to foreclose or any Notice of Sale is recorded or any other lien is filed on the secured property (whether junior or senior to this Deed of Trust), or if Trustor abandons the secured property or leaves the same unattended or unprotected, or in the event Beneficiary shall deem the security provided by this Deed of Trust inadequate or in danger of being impaired or diminished from any cause whatsoever, or if Trustor shall be declared incompetent, become insolvent, make an assignment for the benefit of creditors, or be the subject of any bankruptcy proceeding, reorganization arrangement, insolvency, receivership, liquidation or dissolution proceedings, the Beneficiary or Trustee, or both, without obligation so to do, without notice and irrespective of whether declaration of default has been delivered to Trustee, without regard to the adequacy of the security for the indebtedness secured hereby, without bringing any action or proceeding and without entering into possession of the property personally or by Receiver appointed by the Court, may, either personally or by attorney or agent:

a. Declare the entire indebtedness of Trustor to Beneficiary to be immediately due and payable, and charge interest at the maximum rate allowable by law.

b. Take possession and hold, occupy, operate and use the secured property, together with any personal property thereon used in the operation of said property and any business conducted thereon without liability or obligation on its part, and to do all such acts affecting said property as Beneficiary may deem necessary to keep the secured property in good condition and repair and to conserve the value thereof.

c. Make, cancel, enforce, modify or terminate leases and, in furtherance thereof, erect and obtain tenants, set or modify rents, collect all or any part of the rents, issues, profits, royalties or other income and revenues thereon, and after payment of maintenance and operational expenses, apply the same as in the discretion of Beneficiary or Trustee seems necessary or proper. PROVIDED HOWEVER that the acceptance, receipt and application of such rents, issues, profits, royalties or other income and revenues shall not constitute a waiver under this Deed of Trust or cure any breach or default nor affect any sale which is proceeding pursuant to law.

d. To the extent permitted by law, to bring an action to collect any installment which is due or past due and payable without affecting or losing the security of this Deed of Trust or waiving any other right or remedy allowed by law.

e. Foreclose this Deed of Trust in the manner provided by law for the foreclosures of mortgages on real property, bring an action for damages, or exercise such other remedies or combinations of remedies as Beneficiary or Trustee may have under law and equity.

f. To exercise the power of sale by declaring all sums secured by this Deed of Trust to be immediately due and payable and by delivering to Trustee a written notice of default and election to sell. Trustee shall cause to be filed for record in the office of the County Recorder where said property is located a copy of said notice of default and election to sell said property, which notice shall contain such recitals as may then be required by law, and Trustee shall duly mail a copy of said notice of default and election to sell to any party entitled thereto. Beneficiary shall also deposit with Trustee this Deed of Trust and the Promissory Note and other agreements and documents as required by Trustee evidencing loans, expenditures and advances secured hereby. After the lapse of such time as may be required by law following the filing for record of said notice of default, and after giving all such notices as may be required by law, Trustee, without demand on Trustor, may sell the property, either as a whole or in separate parcels, and in such order as it may determine, by public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale, or for the equivalent of cash, as so determined by Trustee in its sole discretion. If the indebtedness secured hereunder is additionally secured by real property which

is not subject to this Deed of Trust. Trustee may sell any property so given as security for Trustor's obligation, which is authorized to sell either in whole or in separate parcels and in such order as it may determine for purposes of such sale Beneficiary's credit but may, at its option, include an amount due which are secured by this Deed of Trust. Trustee may postpone the sale of all or any portion of the property by public announcement at the time and place fixed for such sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Following sale, Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The receipt in such deed of any matters of fact shall be conclusive proof of the truth thereof. Any person, including Trustor, Trustee and Beneficiary may purchase at such sale. After receiving all costs, fees and expenses of trustee from its sale, Trustee shall apply the proceeds of sale to payment, first, of all sums expended under the terms of this Deed of Trust, then interest, with accrued interest at the rate specified in the note secured by this Deed of Trust, and finally all other sums secured by this Deed of Trust, and if there is any proceeds remaining, shall distribute such to the person or persons legally entitled thereto, upon proof of entitlement being submitted to Trustee. Beneficiary shall be subrogated to the lien and priority of the mortgage or deed of trust secured by the property sold or otherwise encumbered paid or discharged from the proceeds of the sale secured hereby, or from any advance made by Beneficiary. Beneficiary may at any time, at its option, cancellation of Trustor's notice of sale, whereupon Trustee shall execute and record, or cause to be recorded, a cancellation of notice of sale in the same County in which the notice of sale was recorded. The exercise by Beneficiary of this right shall not constitute a waiver of any default then existing or subsequently occurring.

2. To appoint a Receiver to take charge of the property, collect the rents, issues and profits therefrom, care for and repair the same, improve the same when necessary or desirable, lease and rent the property or portions thereof (including leases existing beyond the term of Receivership), plant and cultivate and harvest crops thereon, and otherwise use and utilize the property, and to have such other powers as may be used by the Court. Trustor hereby agrees that the Receiver may be appointed without any notice to Trustor whatsoever, and the Court may appoint a Receiver without reference to the adequacy or inadequacy of the security, or the solvency or insolvency of Trustor, and without reference to other matters normally taken into account by the Court in the discretionary appointment of receivers, as being the discretion of the Court. Trustor hereby agrees and consents to the appointment of the particular person or firm (including an officer or employee of Beneficiary) designated by Beneficiary as Receiver and hereby waives its rights to suggest or nominate any person or firm as Receiver in opposition to that designated by Beneficiary.

3. No remedy herein provided shall be exclusive of any other remedy which now exists or which may hereafter exist by law. Every power or remedy hereby given to Trustor or to Beneficiary or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them; and either of them may pursue inconsistent remedies. If Beneficiary holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of Trustor, Beneficiary may, at its option, offset against any indebtedness owing by it to Trustor, the whole or any part of the indebtedness secured hereby, and the Beneficiary is hereby authorized and empowered at its option, without any obligation so to do, and without affecting the obligation hereby, to apply toward the payment of any indebtedness of the Trustor to the Beneficiary, any and all sums of money of Trustor which the Beneficiary may have in its possession or under its control, including but without limiting the generality of the foregoing, any savings account, deposit, investment certificate, or other trust funds.

Should it become necessary for Trustee or Beneficiary, by its election to pursue any of the remedies hereinabove prescribed, either personally or through its agents, managers or receivers, to enter upon and take possession of the secured property or any part thereof, and collect the rents, issues, profits, earnings or income therefrom, Trustee or Beneficiary shall be entitled to receive as compensation for its management a fee equal to 5% of all such revenues collected therefrom.

6. RECONVEYANCE ON PAYMENT. If Trustor shall pay or cause to be paid all sums of money as provided in the note or notes and all other sums herein agreed to be paid by Trustor or secured hereby and the interest thereon, and also the reasonable expense of this trust, then Trustor, upon delivery to it of this Deed of Trust, said note or notes marked fully paid, and satisfactory evidence of the payment in full of all other indebtedness hereby secured upon the written request of Beneficiary, reconvey, without warranty regarding title, possession or encumbrance, all of the estate in and property granted to Trustor under the terms hereof, and not heretofore reconveyed. The grant in such reconveyance may be described and designated as "the return of the property legally entitled thereto" or "the present holders of the equitable title of the real property described in said Deed of Trust or in reconveyances in whole or in part shall be at the sole cost of the grantor. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof.

7. NON-WAIVER. Acceptance by Beneficiary of any sum on account of any indebtedness secured hereby after the date when such sum is due or after recording a notice of default and election to sell, shall not constitute a waiver of the right either to require prompt payment when due of all sums secured hereunder or to declare a default for failure to pay or a waiver of the right to proceed with the sale of said property under such notice for any unpaid balance of said indebtedness. Any delay by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The failure of Beneficiary to exercise any option or right to accelerate maturity of the sums secured by this Deed of Trust, the forbearance of Beneficiary before or after the exercise of such option or right or the withdrawal or abandonment of proceeding, provided for by this Deed of Trust shall not be a waiver of the right to exercise such option or right to accelerate the maturity of such sums by reason of any past, present or future event which would permit acceleration under the terms of this Deed of Trust. The payment of insurance or the payment of taxes or other fees or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the sums secured by this Deed of Trust. Beneficiary's receipt of any awards, proceeds or damages under the terms of this Deed of Trust shall not operate to cure or waive default by Trustor. No waiver by Beneficiary of any right under this Deed of Trust shall be effective unless in writing. Consent by Beneficiary to one transaction, occurrence, amendment, change, modification or option exercise shall not be deemed to be consent to not a waiver of the right to require such consent to any other transaction, occurrence, amendment, change, modification or option exercise.

8. GENERAL PROVISIONS

a. The term "Trustor" shall mean all parties executing this Deed of Trust as Trustor, their respective heirs, legatees, devisees, administrators, executors and assigns, and all successors to the interest of Trustor herein.

b. The term "Beneficiary" shall mean the owner and holder of the note secured hereby (whether or not named as Beneficiary herein) and any successor in interest to the Beneficiary.

c. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and vice versa, the singular number includes the plural and vice versa, and if more than one person is named as Trustor, the obligations of Trustor shall be the joint and several obligations of each such person.

d. Captions and paragraph headings used herein are for convenience only and are not a part of this agreement and shall not be used in construing it.

e. Time is of the essence on all of Trustor's obligations hereunder.

f. No offset of claim which Trustor now or may in the future have against Beneficiary shall relieve Trustor from paying installments or performing any other obligation hereon or secured hereby.

g. This Deed of Trust cannot be changed except by agreement in writing signed by Trustor and Beneficiary.

h. If any provision hereof should be held unenforceable or invalid, in whole or in part, then such unenforceable or invalid provision or part thereof shall be deemed separable from the remaining provisions hereof and shall in no way affect the validity of this Deed of Trust.

i. Notwithstanding any provisions herein, or in the note secured hereby, or in any related agreement between Trustor and Beneficiary, the total liability of Trustor for payments in the nature of interest shall not exceed the limits now imposed by the laws of the State of Arizona.

j. Trustor requests that a copy of any Notice of Sale hereunder be mailed to Trustor at the address appearing on this Deed.

James Aeed

Catherine A. Aeed

STATE OF ARIZONA

County of Maricopa

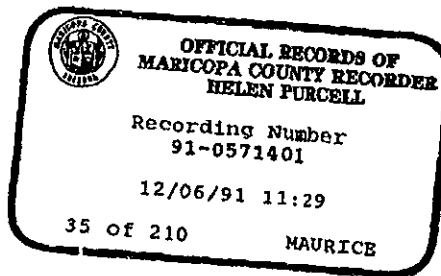
On this the 2nd day of August, 1976

James Aeed and Catherine A. Aeed, husband and wife

known to me for satisfactorily proven) to be the person B whose name(s) (is) (are) subscribed to the within instrument and acknowledged that he is the executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.
My Commission expires 8/1/78

Notary Public



WHEN RECORDED, MAIL TO :
MERABANK FEDERAL SAVINGS BANK
1825 E. BUCKEYE ROAD
PHOENIX, AZ 85034
ATTN: STEVE KOCH

LOAN NO: 69077

ASSIGNMENT OF INTEREST UNDER DEED OF TRUST/MORTGAGE

~~FOR VALUE RECEIVED THE UNDERSIGNED BENEFICIARY/MORTGAGEE/LENDER~~
~~HEREBY ASSIGNS AND TRANSFERS TO~~ RESOLUTION TRUST CORPORATION AS
RECEIVER FOR MERABANK FEDERAL SAVINGS BANK, WHOSE ADDRESS IS
1825 E. BUCKEYE ROAD, PHOENIX, AZ 85034, ALL RIGHT, TITLE, AND
INTEREST IN THAT CERTAIN DEED OF TRUST/MORTGAGE DATED,
July 30, 1976 EXECUTED BY

AED, JAMES & CATHERINE A.
AS TRUSTOR/MORTGAGOR, TO

FIRST SERVICE CORP.
AS TRUSTEE/MORTGAGEE AND RECORDED August 3, 1976

IN DOCUMENT # AND/OR DOCKET/PAGE(S) 11793/129

IN THE RECORDS OF MARICOPA COUNTY, AZ, TOGETHER WITH
THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE MONEY DUE OR
TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS ACCRUED TO OR TO
ACCRUE UNDER SAID DEED OF TRUST/MORTGAGE.

DATED: September 25, 1991

RESOLUTION TRUST CORPORATION RECEIVER
FOR MERABANK, A FEDERAL SAVINGS BANK
(FORMERLY 1ST FEDERAL SAVINGS)

BY: Steve Koch
STEVE KOCH
ITS: SPECIAL REPRESENTATIVE

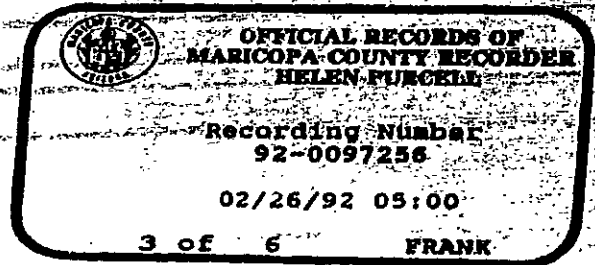
State of Arizona)
County of Maricopa)

On this September 25, 1991 before me, the undersigned Notary
Public, personally appeared Steve Koch who acknowledged
himself to the Special Representative of the Resolution Trust
Corporation, Receiver for MeraBank, A Federal Savings Bank and
acknowledged that he executed the foregoing instrument for the
purpose therein contained.

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

Marylu Thomas
Notary Public

My commission expires:



THE CITY OF SCOTTSDALE,
A municipal Corporation,

Plaintiff,

vs.

RECOR GROUP INC
4226 N SADDLEBAG TR
SCOTTSDALE, AZ 85251
Reputed Owner,

Defendant

00-525-039-983-02-01

NOTICE AND CLAIM OF
WATER, SEWAGE, AND
REFUSE LIEN

Notice is hereby given that the City of Scottsdale, a municipal corporation,
has and claims a lien for water, sewer, refuse charges against the
following described premises, situated in Maricopa County, Arizona, to wit:

Lot #30
CAMELBACK PARK PLAZA
173-41-146

Service address:
4228 N SADDLEBAG TR

Said lien is claimed for the period of 4/91 through 2/92
for the following services:

Sewer for <u>N/A</u> months at \$ <u>N/A</u>	per month totalling \$ <u>48.95</u>
Refuse for <u>N/A</u> months at \$ <u>N/A</u>	per month totalling \$ <u>N/A</u>
Water for same above period, including sales tax, totalling	\$ <u>267.66</u>
Lien filing fee	\$ <u>15.00</u>
For a total amount of	\$ <u>321.61</u> now delinquent

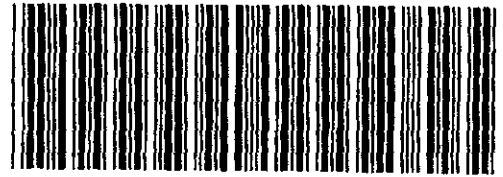
DATED this 25TH day of FEBRUARY, 1992.

CITY OF SCOTTSDALE, ARIZONA

James A. Jenkins
James A. Jenkins, Financial Services
Department Head

3939 CIVIC CENTER BOULEVARD ■ SCOTTSDALE, ARIZONA 85251 ■ PHONE (602) 934-2600

Date Recorded: 02/26/1992



Michael J. Doyle, SBN #009446
 240 North Center
 Mesa, Arizona 85201
 (602) 644-0093
 Attorney for Plaintiff

OFFICIAL RECORDS OF
 MARICOPA COUNTY RECORDER
 HELEN PURCELL

98-1169883 12/24/98 02:03

1 OF 1

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

IRINA KRUTOYARSKY,
 Plaintiff,

vs.

RECOR GROUP, INC., an Arizona
 corporation; EDWIN L. ENG and
 FAIRY W. ENG, husband and wife;
 THE VALLEY NATIONAL BANK OF
 ARIZONA n.k.a. BANK ONE;

Defendant(s).

NO. CV 98-93028

LIS PENDENS

NOTICE IS HEREBY GIVEN that an action to foreclose the
 defendants' rights to redeem a tax lien exists between the
 above-named parties in the above-captioned and numbered cause in
 Maricopa County Superior Court.

The relief requested in said cause of action is the
 foreclosure of Defendants' rights to redeem and quiet title to
 the following described real property:

PARCEL 1: LOT 30, CAMELBACK PARK PLAZA, MARICOPA COUNTY,
 ARIZONA.

PARCEL 2: LOT 15, BLK 13, CENTRAL BUCKEYE, MARICOPA COUNTY,
 ARIZONA.

DATED THIS DATE: 12-22-98

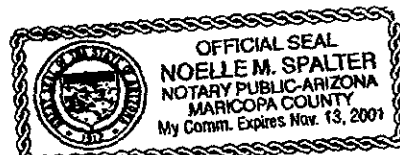
By:

MICHAEL J. DOYLE
 Attorney for Plaintiff

SUBSCRIBED AND SWORN to before me by MICHAEL J. DOYLE this
 22nd day of December, 1998.

By:

NOTARY PUBLIC



Date Recorded: 12/24/1998

Attorney at Law
 240 North Center • Mesa, Arizona 85201
 (602) 644-0093 • FAX (602) 644-0095