

RECORDED BY: JEB
DEPUTY RECORDER
2012 RDOF



DOCKET: 9400
PAGE: 1473
NO. OF PAGES: 2
SEQUENCE: 92105847
R 10/20/92
JTDDEED 14:38:00

TFATI
ISAAC & LUCY NORIEGA

8536 S FORREST AVE
TUCSON AZ 85746

MAIL
AMOUNT PAID \$ 9.00

Escrow No. 231-074-0116843 JOINT TENANCY DEED

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, I or we,

SUSAN MARIE HOOD, a single woman the GRANTOR
do hereby convey to

ISAAC NORIEGA & LUCY NORIEGA, husband and wife the GRANTEE
not as tenants in common and not as a community property estate, but as joint tenants with right of survivorship, the following described real property situate in Pima County, Arizona:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: Existing taxes, assessments, liens, encumbrances, covenants, conditions restrictions, rights of way and easements of record.

And the GRANTOR does warrant the title against all persons whomsoever, subject to the matters above set forth.

The GRANTEE by signing the acceptance below evidence their intention to acquire said premises as joint tenants with the right of survivorship, and not as community property or as tenants in common.

Dated: October 7, 1992

ACCEPTED AND APPROVED:

[Signature] ISAAC NORIEGA
[Signature] LUCY NORIEGA
[Signature] SUSAN MARIE HOOD
[Signature]

STATE OF ARIZONA
County of Pima ss.

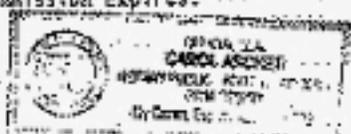
This instrument was acknowledged and executed before me this 15 day of Oct 19 92 by SUSAN MARIE HOOD, a single woman.

My Commission Expires: My Commission Expires 10/15/1994
[Signature]
Notary Public

STATE OF ARIZONA
County of Pima } ss.

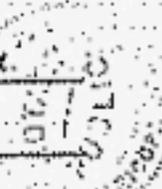
This instrument was acknowledged and executed before me this 14 day of Oct 19 92 by ISAAC NORIEGA & LUCY NORIEGA, husband and wife

My Commission Expires:
[Signature]
Notary Public



116843 CA

UNOFFICIAL DOCUMENT COPY



A

EXHIBIT "A"

No. 116843

All that certain real property situated in the County of Pima, State of Arizona, being a part of the North half of Section 29, Township 14 South, Range 13 East, Gila and Salt River Base and Meridian, more particularly described as follows:

BEGINNING at a point on the South line of said North half of said Section 29, from which said point the West Quarter corner of said Section 29 bears Due West 2466.37 feet distant:

THENCE from said POINT OF BEGINNING and leaving said South line North 61 degrees 21 minutes 20 seconds West 828.63 feet:

THENCE due North 379.47 feet:

THENCE South 55 degrees 29 minutes 04 seconds East 220.60 feet:

THENCE North 78 degrees 56 minutes 55 seconds East 130.42 feet:

THENCE South 83 degrees 42 minutes 46 seconds East 246.48 feet:

THENCE North 72 degrees 37 minutes 16 seconds East 274.53 feet:

THENCE North 90 degrees 08 minutes 02 seconds East 466.13 feet:

THENCE due South 809.87 feet; to a point on said South line of said North half of said Section 29;

THENCE westerly along said South line due West 547.86 feet to the POINT OF BEGINNING.

12. That Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

13. That this Deed of Trust applies to issues to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder of the notes secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

14. The Trustor/Mortgagor hereby waives, releases and discharges any homestead exemption claimed or declared against the property.

Beneficiary waived on this Deed of Trust shall be subrogated to the lien, notwithstanding its release of record of any prior mortgage, Trust Deed or other encumbrance paid or discharged from the proceeds of the note secured hereby or from any advance made by the beneficiary. This right of subrogation shall not be affected by the creation or declaration of homestead on the property.

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

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

Escrow No. 231-074-0116843

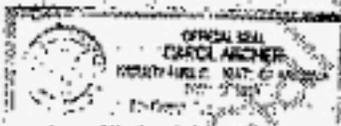
Isaac Noriega
ISAAC NORIEGA

Lucy Noriega
LUCY NORIEGA

STATE OF ARIZONA }
County of Pima } ss.

This instrument was acknowledged and executed before me this 14 day of Oct 19 93 by ISAAC NORIEGA & LUCY NORIEGA.

My Commission Expires: _____
Notary Public



RECORDED BY: JEB
DEPUTY RECORDER
2012 ROOF



TFRT1
FIRST AMERICAN TITLE

1880 E RIVER RD
TUCSON AZ 85718

DOCKET: 9400
PAGE: 1475
NO. OF PAGES: 5
SEQUENCE: 92155248
10/20/92
DOTAGR: 14138100
PICKUP
AMOUNT PAID \$ 6.00

DEED OF TRUST AND ASSIGNMENT OF RENTS

Escrow No. 231-074-0116843

Date: October 7, 1992

TRUSTOR: ISAAC NORIEGA & LUCY NORIEGA, husband and wife
5536 S. FORREST AVE., TUCSON, AZ. 85746

BENEFICIARY: SUSAN MARIE HOOD, a single woman
15244 N. 51ST PL., SCOTTSDALE, AZ. 85254

TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY
1880 E. RIVER RD., TUCSON, AZ. 85718

PROPERTY in Pima County, State of Arizona, described as:

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

116843 CA

This Deed of Trust, made on the above date between the Trustor, Trustee, and Beneficiary above named.

WITNESSETH: That Trustor irrevocably grants and conveys to Trustee in Trust, with Power of Sale, the above described real property together with leases, rents, issues, profits, or income thereof (all of which are hereinafter called "property income"); SUBJECT HOWEVER to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income; AND SUBJECT TO existing taxes, assessments, liens, encumbrances, easements, conditions, restrictions, rights of way, and easements of record.

FOR THE PURPOSE OF SECURING:

A. Performance of each agreement of Trustor herein contained. B. Payment of the indebtedness evidenced by promissory note or notes of even date herewith, and any extension or renewal thereof, in the principal sum of \$119,000.00, secured by Trustor in favor of Beneficiary or order. C. Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

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

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished thereon; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to contract, suffer, or permit any act upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor, such application or release shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorney fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.
4. To pay before delinquent, all taxes and assessments affecting said property when due, all encumbrances, charges, and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of the Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance, or Deed of Release and Full Reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

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

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

IT IS MUTUALLY AGREED:

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

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

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

9. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said notes) to Trustee for cancellation and retention, and upon payment of its fees, Trustee shall release and recover, without covenant or warranty express or implied, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

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

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

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

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

If the property under this deed of trust is located in more than one county, regardless of whether the property is contiguous or not, the Trustee may sell all of said property in any one of the counties in which part of said property is located; and, unless Trustee receives contrary written instructions from the Beneficiary or Trustor, Trustee may sell all of said property either in parcels or in whole.

If the indebtedness secured hereby is secured by one or more other Deeds of Trust, then upon default of Trustor in the payment of said indebtedness or performance of any other agreement secured hereby, the Trustee may sell the property subject to the Deed of Trust and to any other Deeds of Trust securing said indebtedness at Trustee's sale conducted serially. In the absence of written instructions from the Beneficiary to the contrary, the Trustee may, in its sole discretion, designate the order in which property subject to the various Deeds of Trust is to be sold.

**Arizona Department of Revenue**

Division of Property Valuation & Equalization

AFFIDAVIT OF PROPERTY VALUE

DPVE Form 62162 (Rev. 4/89)

AFFIDAVIT OF PROPERTY VALUE

SEE INSTRUCTIONS ON REVERSE

1. ASSESSOR'S PARCEL NUMBER(S) (Primary Parcel Number)(a) 119 31 022H
BOOK MAP PARCEL SPLIT

NOTE: If the sale involves multiple parcels, how many are included?

(b) List the number of additional parcels other than the primary parcel that are included in sale: _____
List the additional parcel numbers (up to 4) below:(c) _____ (d) _____
(e) _____ (f) _____**2. SELLER'S NAME & ADDRESS****SUSAN MARIE HOOD, a single woman**
15844 N. 51ST PL.
SCOTTSDALE AZ 85254**3. BUYER'S NAME & ADDRESS:****ISAAC NORIEGA & LUCY NORIEGA, husband and wife**
5536 S. FORREST AVE.
TUCSON AZ 85746Buyer and Seller related? Yes _____ No XX

If yes, state relationship: _____

4. ADDRESS OF PROPERTY:

VACANT LAND

5. MAIL TAX BILL TO:

BUYER

6. TYPE OF PROPERTY (Check One):

- a. Vacant Land f. Commercial/Industrial
- b. Single Fam. Residence g. Agriculture
- c. Condo/Townhouse h. Mobile Home
- d. 2-4 Pkx Attached Other, Specify _____
- e. Apartment Bldg

7. RESIDENTIAL BUYER'S INTENDED USE (Answer if you checked, b, c, d, or h above) (Check One):

- To be occupied by owner or "family member."
- To be rented to someone other than "family member."

NOTE: See reverse for definition of "family member."

8. PARTY COMPLETING AFFIDAVIT (Name, Address, & Phone)**FIRST AMERICAN TITLE INSURANCE COMPANY**
1880 East River Road, Tucson, Arizona 85718
231-074-0116843 602 577 8707

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY

Signature of Seller / Agent Susan Marie HoodState of Arizona, County of MaricopaSubscribed and sworn to before me on this 15 day of Oct 1992Notary Public Benny A. ...Notary Expiration Date My Commission Expires 10/31/94**9. FOR OFFICIAL USE ONLY (Buyer and Seller leave blank)**(a) County of Recording: Pima
(b) Docket & Page Number: 9400-1473
(c) Fee/Recording Number: 92155247
(d) Date of Recording: 10-20-92
Assessor/DOR Validation Codes:
(e) Assessor 1 (f) DOR 1**10. TYPE OF DEED OR INSTRUMENT (Check One):**

- a. Warranty Deed d. Contract or Agreement
- b. Special Warranty Deed e. Quit Claim Deed
- c. Joint Tenancy Deed f. Other _____

11. TOTAL SALE PRICE:\$ 180,000.00**12. PERSONAL PROPERTY:**

Did the buyer receive any personal property (see reverse for definition) that has a value greater than 5% of the sale price:

(a) Yes _____ No XX. If yes, briefly describe: _____

Approximate Value (b) \$ _____

13. DATE OF SALE:10 02
Month Year

NOTE: This is the date of the contract of sale. If you are recording title in fulfillment of a previously recorded contract, you need not complete this affidavit (see A.1 on reverse).

14. CASH DOWN PAYMENT:\$ 50,000.00**15. METHOD OF FINANCING (check all that apply):**

- a. All Cash b. Exchange or trade
- c. Assumption of existing loan(s) d. New loan from seller (Seller Carryback)
- e. New loan(s) from financial institution:
(1) Conventional (2) VA (3) FHA
- f. Other, Explain _____

16. PARTIAL INTERESTS:

Is only a partial interest (e.g., 1/3 or 1/2) being transferred?

Yes _____ No XX. If yes, explain _____**17. SOLAR ENERGY (check all that apply):**

- a. None b. Hot Water
- c. Heating-Passive d. Heating-Active

18. LEGAL DESCRIPTION (attach copy if necessary)VACANT LAND
LEGAL ATTACHED
PIMA COUNTY, AZ.Signature of Buyer Isaac Noriega
State of Arizona, County of Pima
Subscribed and sworn to before me on this 14 day of Oct 1992
Notary Public Carol ...
Notary Expiration Date _____

EXHIBIT "A"

No. 116843

All that certain real property situated in the County of Pima, State of Arizona, being a part of the North half of Section 29, Township 14 South, Range 13 East, Gila and Salt River Base and Meridian, more particularly described as follows:

BEGINNING at a point on the South line of said North half of said Section 29, from which said point the West Quarter corner of said Section 29 bears Due West 2466.37 feet distant;

THENCE from said POINT OF BEGINNING and leaving said South line North 61 degrees 21 minutes 20 seconds West 828.63 feet;

THENCE due North 379.47 feet;

THENCE South 55 degrees 29 minutes 04 seconds East 220.60 feet;

THENCE North 78 degrees 56 minutes 55 seconds East 130.42 feet;

THENCE South 83 degrees 42 minutes 40 seconds East 246.48 feet;

THENCE North 72 degrees 37 minutes 16 seconds East 274.53 feet;

THENCE North 80 degrees 08 minutes 02 seconds East 466.13 feet;

THENCE due South 809.87 feet; to a point on said South line of said North half of said Section 29;

THENCE Westerly along said South line due West 547.86 feet to the POINT OF BEGINNING.