

F. ANNE RODRIGUEZ, RECORDER  
Recorded By: FOV  
DEPUTY RECORDER  
4963



SEQUENCE: 20170130425  
NO. PAGES: 3  
DATE: 01/13/2017 14:43:17  
MAIL  
AMOUNT PAID: \$25.00

W  
TABERNAculo EMANUEL  
PO BOX 11854  
TUCSON AZ 85734

### DEED OF TRUST AND ASSIGNMENT OF RENTS

DATE: January 11, 2017

TRUSTOR: Robert C. Gutierrez / Rose Marie Gutierrez

Address: 2240 N. Via De Sueños Tucson, AZ 85745

BENEFICIARY: Tabernaculo Emanuel

Address: 301 E. Los Reales Road Tucson, AZ 85756  
Mailing: P.O. Box 11845, Tucson, AZ 85734

TRUSTEE: Stewart Title & Trust

Address: 7225 N Oracle Road, Tucson, Arizona

PROPERTY in Pima County, State of Arizona, described as: Parcel ID#J116070810  
Lot 0059 of Vista De La Sierra De Dios / According to the  
map recorded in book 32 of maps page 21 recorded in Pima Cty  
See attached Exhibit "A"

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, covenants, 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 \$ 150,000.00 executed by Trustor in favor of Beneficiary or order. C. Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by 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 commit, 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's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.

4. To pay 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 so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgement 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 moneys Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as 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 note(s) for endorsement, and without liability therefor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by the Trustee's action be credited on the indebtedness, the Trustee may: (a) release and reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereon; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge hereof.

9. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note(s) to Trustee for cancellation and retention, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in said 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, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such property income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such property income, and the application thereof as aforesaid, shall not cure or waive any default or notice of 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 note(s), and all documents evidencing expenditures secured hereby.

Trustee shall record and give notice of Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, 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.

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 inures 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 note(s) 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 named 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 Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

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.

Robert C. Gutierrez

Robert C. Gutierrez

Rose Marie Gutierrez

Rose Marie Gutierrez

STATE OF ARIZONA

County of Pima

This instrument was acknowledged and executed before me this 13<sup>th</sup> day of January, 2017, by Robert C. & Rose Marie Gutierrez

My Commission Expires: July 15, 2018

Michelle A. Emmons  
Notary Public





SEQUENCE: 20221450188  
No. Pages: 1  
5/25/2022 11:34 AM



GABRIELLA CAZARES-KELLY, RECORDER  
Recorded By: LEM(e-recording)

RECORDING REQUESTED BY:  
Catalina Title Agency  
AND WHEN RECORDED MAIL TO:  
Robert G Gutierrez and Rose Marie  
Gutierrez

ESCROW NO.: 600-210629A-SM

SPACE ABOVE THIS LINE FOR RECORDS'S USE

**DEED OF FULL RELEASE AND RECONVEYANCE (BENEFICIARY)**

The undersigned, being the present Beneficiary under that certain Deed of Trust executed by Robert G Gutierrez and Rose Marie Gutierrez, husband and wife, as community property with right of survivorship, Trustors(s), to Stewart Title & Trust Trustee, for the benefit of Tabernaculo Emanuel, Beneficiary, dated January 11, 2017, and recorded January 13, 2017, in 20170130426, of Official Records in the Office of the County Recorder of Pima County, State of Arizona.

NOW, THEREFORE, pursuant to the provisions of Arizona Revised Statutes 33-707A, which make it unnecessary for the Trustee to join in this document, the Beneficiary under said Deed of Trust does hereby release and reconvey, without covenant or warranty, express or implied, unto the parties legally entitled thereto all right, title and interest which was heretofore acquired by said Trustee under said Deed of Trust, for the benefit of the Beneficiary.

Dated: April 28, 2022

*Samuel Samaniego*  
Authorized officer of Tabernaculo Emanuel

State of Arizona )ss:  
County of Pima

On this 28th day of April, 2022, before me,  
The Undersigned  
a Notary Public in and for said County and State, personally  
appeared

FOR NOTARY SEAL OR STAMP

Samuel Samaniego as authorized  
officer of Tabernaculo Emanuel

personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument  
WITNESS my hand and official seal

Notary Public: *J. Seaholm*

My Commission Expires: 2-21-24

