

F. ANN RODRIGUEZ, RECORDER  
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DEPUTY RECORDER  
41



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MAIL  
AMOUNT PAID: \$10.00

W  
SAMUEL ROJAS  
3491 W MOCKINGBIRD TRL  
TUCSON AZ 85713

City/State/Zip Code: TUCSON AZ 85713

Space above this line for Recorder's use

### DEED OF TRUST

Trustor(s): SAMUEL R. ROJAS AND SANDRA ROJAS

Address: \_\_\_\_\_

Beneficiary(ies): ISAAC NORIEGA, LULY NORIEGA & MATTHEW NORIEGA

Address: \_\_\_\_\_

Trustee(s): FIRST AMERICAN TITLE

Address: 1890 E RIVER ROAD, TUCSON, AZ, 85718

Property situated in PIMA County, State of ARIZONA  
and known and legally described as follows:

**SEE ATTACHED EXHIBIT A**

This DEED OF TRUST made and executed on the date last written between the Trustor(s), Trustee(s), and Beneficiary(ies), above named.

**WITNESSETH:** That the Trustor(s) irrevocably grants and conveys to Trustee(s), with Power of Sale, the above described Real Property, together with the leases, rents, issues 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 the Beneficiary(ies) 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 the performance of each of the separate agreements herein contained by the Trustor(s) and the payment of the sum of FOUR

HUNDRED THOUSAND AND NO 100/100

DOLLARS (\$ 400,000.00 ), with interest thereon according to the terms of that certain Promissory Note dated MAY 7, 2011, executed by Trustor(s) in favor of Beneficiary(ies), or order.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR(S) AGREE:**

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due, all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alteration or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of laws; and do all other acts which from the character or use of said property may be reasonably necessary, without regards to specific enumerations herein.

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2. To provide, maintain and deliver to Beneficiary(ies), fire insurance coverage satisfactory to, and with loss payable to Beneficiary(ies). The amount collected under any fire or other insurance policy may be applied by Beneficiary(ies) upon any indebtedness secured hereby and in such order as Beneficiary(ies) may determine; or at the option of Beneficiary(ies), the entire amount so collected or any part thereof may be released to Trustor(s). 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 the Beneficiary(ies) or Trustee(s); and to pay all costs and expenses of the Beneficiary(ies) and Trustee(s), including the cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary(ies) or Trustee(s) may appear or be named, and in any suit brought by Beneficiary(ies) to foreclose this Deed of Trust.

4. To pay: before becoming 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 to, or superior hereto; all costs, fees and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of the Trustee(s) for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance, and all lawful charges, cost and expenses in the event of reinstatement following default in this Deed of Trust or the obligation secured hereby.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary(ies) or Trustee(s), but without obligation so to do and without notice to or demand upon Trustor(s) and without releasing Trustor(s) 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(ies) or Trustee(s) 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(ies) or Trustee(s); pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior to or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorney's fees.

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

**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 for reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary(ies) as further security for all obligations secured hereby (reserving unto Trustor(s), however, the right to sue therefor and the ownership thereof subject to this Deed of Trust), and upon receipt of such monies, Beneficiary(ies) may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for the disposition of proceeds under fire or other insurance policies.

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(ies) does(do) not waive the right 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(ies) 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 of any portion thereof of the property affected by the Trustee's action be credited on the indebtedness, the Trustee(s) may: (a) release and reconvey all or any part of said property; (b) consent to the making, recording of either, or any map or plat of the property or any part thereof; (c) join in granting any easement hereon; (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(ies) stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note(s) to Trustee(s) for cancellation and retention, and upon payment of its fees, Trustee(s) shall release and reconvey, 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(s) hereby gives to and confers upon Beneficiary(ies) the right, power and authority during the continuance of this Trust, to collect the property income, reserving to Trustor(s) the right, prior to any default by Trustor(s) in payment of any indebtedness secured 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(ies) may at any time, without notice, either by person, by agent, or by a receiver to be appointed by a Court and without regard to the adequacy or otherwise of any security for the indebtedness hereby secured, enter upon a take possession of said property or any part thereof; in his own name, sue or otherwise collect such property income, including that past due and unpaid, and apply the same, less cost and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary(ies) may determine. The entering upon and taking possession of said property, the collection of such property income, and the application thereof as aforesaid, shall not cure or waive any default or Notice of Trustee's Sale hereunder or invalidate any act done pursuant to such notice.

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

Trustee(s) 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(s) 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 the time of sale. Trustee(s) may postpone or continue the sale by giving notice of postponement or continuation by public declaration at the time and place last appointed for the sale. Trustee(s) shall deliver to such purchaser its Deed conveying the property so sold with any covenant or warranty, expressed or implied. Any persons, including Trustor(s), Trustee(s) or the Beneficiary(ies) may purchase the property at such sale.

After deducting all cost, fees and expenses of the Trustee(s) and of this Trust, including cost of evidence of Title in connection with the sale and reasonable attorney's fees, Trustee(s) shall apply the proceeds of the 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 by law. To the extent permitted by law, an action may be maintained by Beneficiary(ies) to recover a deficiency judgment for any remaining balance due hereunder.

12. That upon the occurrence of any default hereunder, Beneficiary(ies) shall have the option to foreclose this Deed of Trust in the manner provided by law for the foreclosure of Mortgages on Real Property, including all amounts for cost and expenses incident to such proceedings and reasonable attorney's fees.

13. The Beneficiary(ies) may appoint Successor Trustees in the manner prescribed by law. A Successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all of the predecessor's title, estate, rights, powers and duties. Trustee(s) may resign by mailing or delivering notice thereof to Beneficiary(ies) and Trustor(s).

14. That this Deed of Trust applies to and inures to the benefit of, and binds all parties thereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary(ies) shall mean the owner and holder of the Note(s) secured hereby, whether or not named as Beneficiary(ies) 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.

15. That Trustor(s) shall not assign, sell, convey or otherwise transfer his(her)(their)(its) interest under this Deed of Trust to a third party(ies) without the written consent of the Beneficiary(ies), who may require either: (1) the immediate full payment of the balance due on the Note(s) secured by this Deed of Trust; (2) a renegotiation of the interest payable on the principal amount due under said Note(s); (3) proof of the third party's financial ability to maintain the debt; and (4) any combination of the foregoing.

16. That in accordance with Paragraph 15 above, Trustor(s) shall notify the Beneficiary(ies) in writing prior to the close of an assignment, sale or transfer of interest, and Beneficiary(ies) shall within five (5) business days thereof, notify Trustor(s) in writing as to whether and which election will be required under said Paragraph 15. The failure of Beneficiary(ies) to so notify Trustor(s) hereby, shall constitute a waiver of the elections contained in said Paragraph 15.

17. This Deed of Trust shall be construed according to the laws of the STATE OF ARIZONA

18. That this Deed of Trust is made and executed with the understanding that it (check one)  is not inferior to any other encumbrance of record, or  is inferior to, and subject to the following encumbrance(s) of record, to wit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 7th day of

MAY ~~19~~ 2011  
Samuel Rojas  
Trustor  
Sandra Rojas  
Trustor

Trust Officer  
Trustee  
First American Title  
Trustee

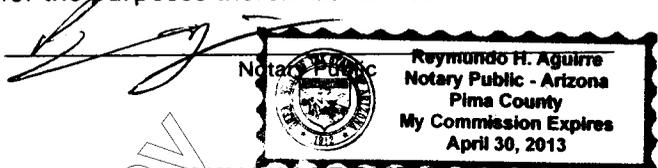
State of Arizona )  
County of Pima ) ss.

**ACKNOWLEDGMENT**  
Trustor(s)

On this 7 day of May, 2011, before me, the undersigned Notary Public, personally appeared, Samuel R. Rojas and Sandra Rojas

to me known to be the individual(s) described in and who executed the foregoing DEED OF TRUST and acknowledged that he/she/they executed the same for the purposes therein contained.

My Commission Expires: April 30, 2013



State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

**ACKNOWLEDGMENT**  
Trustee(s)

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public, personally appeared, \_\_\_\_\_

to me known to be the individual(s) described in and who executed the foregoing DEED OF TRUST and acknowledged that he/she/they executed the same for the purposes therein contained.

My Commission Expires: \_\_\_\_\_ Notary Public

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 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.