

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: GIM  
DEPUTY RECORDER  
2721 RD12



W  
ISAAC NORIEGA  
PO BOX 27628

TUCSON AZ 85726

P O BOX 27628  
TUCSON AZ 85726

DOCKET: 9933  
PAGE: 494  
NO. OF PAGES: 5  
SEQUENCE: 94221351  
DOTASR 12/06/94  
09:35:00  
MAIL  
AMOUNT PAID \$ 10.00

DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 30TH day of NOVEMBER, 1994 between

REYMUNDO H. AGUIRRE AND YOLANDA AGUIRRE, herein called Trustor

whose mailing address is 5536 S. FORREST, TUCSON, AZ 85746  
(number and street) (city) (state) (zip code)

ISAAC and/or LUCY NORIEGA and/or TABERNAGULO EMANUEL, herein called Trustee  
whose mailing address is

301 E. LOS REALES ROAD, TUCSON, AZ 85746 and

ISAAC NORIEGA AND/OR LUCY NORIEGA, herein called Beneficiary,

whose mailing address is P O BOX 27628, TUCSON, ARIZONA, 85726  
(number and street) (city) (state) (zip code)

WITNESSETH: That Trustor conveys, transfers and assigns to Trustee in Trust, with Power of Sale,  
the following-described real property in PIMA County, Arizona:

LOT 5 IN BLOCK G OF GARDEN CITY SUBDIVISION, PIMA COUNTY, ARIZONA,  
ACCORDING TO THE MAP OF RECORD IN THE PIMA COUNTY RECORDER'S  
OFFICE IN BOOK 9 OF MAPS AND PLATS AT PAGE 51.

TOGETHER WITH the rents, issues, profits and 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.

THIS DEED OF TRUST is given for the purpose of securing: (1) Performance of each agreement of  
Trustor herein contained. (2) Payment of the indebtedness evidenced by a promissory note of even  
date herewith and any extension or renewal thereof in the principal sum of \$ 130,000.00  
executed by Trustor in favor of Beneficiary or order.

To protect the Security of this DEED OF TRUST, it is agreed that:

(1) Trustor shall keep said property in good condition and repair; shall not remove or  
demolish any building thereon; shall complete or restore promptly and in good and workmanlike  
manner any building which may be constructed, damaged or destroyed thereon and shall pay when  
due all claims for labor performed and materials furnished therefor; shall comply with all laws  
affecting said property or requiring any alterations or improvements to be made thereon; shall not  
commit or permit waste thereof; shall not commit, suffer or permit any act upon said property in  
violation of law; shall cultivate, irrigate, fertilize, fumigate, prune 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 ) Trustor shall keep all improvements now or hereafter erected on the said property continuously insured against loss by fire or other hazards in an amount not less than the total obligation secured hereby. All policies shall be held by the Beneficiary and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as his interest may appear and then to the Trustor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured and in such order as the 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 hereunder nor cause discontinuance of any action that may have been or may thereafter be taken by Beneficiary or Trustee because of such default.

( 3 ) Trustor shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee; and shall pay all costs and expenses, including cost of evidence of title and attorneys fees in a reasonable sum, in such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this DEED OF TRUST.

( 4 ) Trustor shall pay: at least ten days before delinquency, 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; when due, all costs, fees and expenses of this 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.

( 5 ) Should Trustor fail to make any payment or to do any act as provided in this DEED OF TRUST, then Beneficiary or Trustee may, but without obligation to do so, and without notice or demand upon Trustor and without releasing Trustor from any obligation hereof: 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; 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 powers, pay necessary expenses, employ counsel and pay his reasonable fees. Trustor shall pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the highest interest rate provided for in the promissory note secured by this Deed of Trust.

( 6 ) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

( 7 ) 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 to so pay.

( 8 ) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this DEED OF TRUST and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and upon payment of its fees, Trustee may: (A) by DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE release and reconvey, without covenant or warranty, express or implied, any portion(s) of the property then held hereunder; the recitals in such DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE of any matters shall be conclusive proof of the truthfulness thereof; the grantee in such DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE may be described as "The Person or Persons Legally entitled Thereto"; (B) consent to the making of any map or plat thereof; (C) join in granting any easement thereon; or (D) join in any extension agreement or any agreement subordinating the lien or charge hereof, Beneficiary shall execute his release upon such DEED if so requested by Trustee.

( 9 ) 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 to Trustee for cancellation and retention and upon payment of its fees, Trustee shall by DEED OF RELEASE and FULL RECONVEYANCE release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such DEED OF RELEASE and FULL RECONVEYANCE of any matters shall be conclusive proof of the truthfulness thereof. The grantee in such DEED OF RELEASE and FULL RECONVEYANCE may be described as "The Person or Persons Legally Entitled Thereto."

(10) As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of this Trust, to collect the Property Income, reserving unto 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 such default, Beneficiary may, at any time, without notice, either in person or by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness secured hereby or the solvency of the Trustor: 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 attorneys 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 default hereunder or invalidate any act done pursuant to such notice.

(11) Upon default by Trustor in payment of any obligation secured hereby or in performance of any other agreement hereunder, and upon delivery by Beneficiary to Trustee of written declaration of such default, (A) all sums secured hereby shall become immediately due and payable or delivery to Trustee of Beneficiary's written declaration that such sums are immediately due and payable, and (B) the Trustee shall proceed to sell at public auction the property secured hereby under the Power of Sale contained herein on delivery by Beneficiary to Trustee of written notice of election to have said property sold and after the giving of notice of sale in the manner provided by law. Beneficiary also shall deposit with Trustee this DEED OF TRUST, said note and all documents evidencing expenditures secured hereby. At a sale of said property under the Power of Sale contained herein, any person, including Trustor, Trustee or Beneficiary as hereafter defined, may purchase at such sale; Trustee shall deliver to purchaser its TRUSTEE'S DEED, without covenant or warranty, express or implied, to the property so sold. After deducting costs and expenses of exercising the Power of Sale, and of the sale, including, but not limited to, costs of evidence of title, the Trustee's fees and Trustee's attorneys fees, if any, Trustee shall apply the proceeds of the Trustee's sale in the manner provided by law. The purchaser at the Trustee's sale shall be entitled to immediate possession of the property as against the Trustor and shall have a right to the summary proceedings to obtain possession provided in Title 12, Chapter 8, Article 4, Arizona Revised Statutes, together with costs and reasonable attorney's fees.

(12) Trustee herein may resign by mailing or delivering notice thereof to Beneficiary and to Trustor. Upon such resignation, the Beneficiary may appoint a successor trustee, which appointment shall constitute a substitution of trustee upon the mailing and recording of written notice thereof by the Beneficiary in the manner prescribed by law.

(13) 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, including pledgee, of the promissory note 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/or neuter, and the singular number includes the plural.

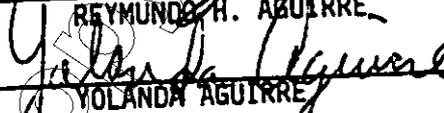
(14) Trustee accepts this trust when this DEED OF TRUST, duly executed and acknowledged, is made public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other DEED OF TRUST or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

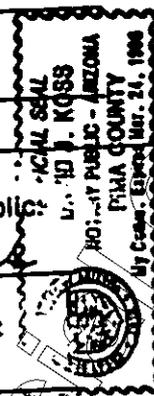
(15) Time is of the essence of the DEED OF TRUST and each and every provision hereof.

(16) Trustor and Beneficiary agree that the trust relationship created by this instrument is strictly limited to the creation and enforcement of a security interest in real property. Thus, all Trustee's duties, fiduciary or otherwise, are strictly limited to those imposed by this document and A.R.S. 33-801 et seq; inclusive, and no additional duties, burdens or responsibilities shall be placed on the Trustee.

(17) The Trustor requests that a copy of any Notice of Trustee's Sale hereunder be mailed to him at his address hereinbefore set forth. All notices required hereby shall be sent to the addresses indicated above unless such party shall have recorded a Request for Notice pursuant to A.R.S. 33-809A in the county recorder's office of the county where the property encumbered hereby is located, indicating a different address.

Signature of Trustor

  
REYMONDO H. AGUIRRE  
  
YOLANDA AGUIRRE



STATE OF ARIZONA

COUNTY OF PIMA

Date of acknowledgement:

NOVEMBER 30, 1994

Acknowledgement of Trustor:

ss. This instrument was acknowledged before me this date by the persons above-subscribed, and if subscribed in a representative capacity, then for the principal named and in the capacity indicated.

Signature of Notary Public:



Notary Expiration Date:

MARCH 24, 1998

NOTE: The parties are cautioned that by completing and executing this document, legal rights, duties and obligations are created. By signing, the parties acknowledge that they have been advised to seek and obtain independent legal counsel as to all matters contained in the within document prior to signing same and that said parties have obtained advice or choose to proceed without same.