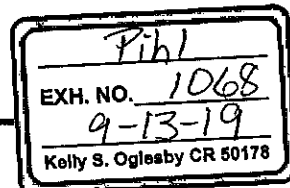


Message

From: Debbie Pihl [debbie@magnustitle.com]
Sent: 8/26/2011 8:54:04 PM
To: smena98754@aol.com
Subject: FW: HARWOOD/ ZUREK PURCHASE--# 04020204-14842 N 35T ST---Needs list



Scotty please read below. I have NEVER seen this happen with u and Densco. Densco actually took title and then deed to u and then gave a loan? The lender needs the below? Is this Denny's new way of lending? Let me know so I can try to create a comfort level for this lender for 14842 N 35th Street. Thanks

Debbie Pihl
Branch Manager

Direct: 480.683.0202 • Fax: 480.385.6863 • Mobile: 602.509.4303

Email: debbie@magnustitle.com

6901 E Camelback Rd, Suite C100 Scottsdale, AZ 85251



[Branch Locations](#) [Calendar of Classes](#) [Loan Sheet](#) [Real Estate News](#) [Documents/Forms](#)

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From: Ellen Bolduc [mailto:ebolduc@submort.com]
Sent: Friday, August 26, 2011 1:30 PM
To: Debbie Pihl
Subject: RE: HARWOOD/ ZUREK PURCHASE--# 04020204-14842 N 35T ST---Needs list

Hi

So maybe Desco purchase the property at Trustee Sale on Easy Investments behalf? If so, would you happen to have a copy of the contract between the two of them that you could forward to me? With these 90 day fha property flips, they require we prove there isn't a pattern of property flipping, by documenting Easy Investments employed Desco to acquire the property at auction for them and/or the relationship.

If you don't have anything we can bug the agent.

Let me know
Thanks!

Ellen Bolduc
Loan Processor

Suburban Mortgage, Inc.
8377 E. Hartford Drive #120
Scottsdale, AZ 85255
Main PH: (480) 355-8100
Direct PH: (480) 355-8118
Direct FX: (480) 344-7958
Email: ebolduc@submort.com

From: Debbie Pihl [mailto:debbie@magnustitle.com]
Sent: Friday, August 26, 2011 1:15 PM
To: Ellen Bolduc
Subject: RE: HARWOOD/ ZUREK PURCHASE--# 04020204-14842 N 35T ST---Needs list

I will send the below request. I do know the relationship. Desco is a lender and Easy Investments, borrows from Densco. Just a business relationship. Hope that helps

Debbie Pihl
Branch Manager

Direct: 480.682.0202 • Fax: 480.385.6863 • Mobile: 602.509.4303

Email: debbie@magnustitle.com

6991 E. Camelback Rd., Suite C100 Scottsdale, AZ 85251



Branch Locations | **Calendar of Classes** | **Cost Sheet** | **Real Estate News** | **Documents/Forms**

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From: Ellen Bolduc [<mailto:ebolduc@submort.com>]
Sent: Friday, August 26, 2011 12:47 PM
To: Debbie Pihl
Subject: RE: HARWOOD/ ZUREK PURCHASE--# 04020204-14842 N 35T ST---Needs list

Hi

Besides our needs list below, I have one more question...

Do you know the relationship between Densco Investment Corp & Easy Investments? Densco Investment who obtained the property thru Trustees Deed quit claimed the property to Easy Investments instead of a warranty Deed..

Let me know
Thanks!

Ellen Bolduc
Loan Processor

Suburban Mortgage, Inc.
8377 E. Hartford Drive #120
Scottsdale, AZ 85255
Main PH: (480) 355-8100
Direct PH: (480) 355-8118
Direct FX: (480) 344-7958
Email: ebolduc@submort.com

From: Ellen Bolduc
Sent: Thursday, August 25, 2011 8:36 AM
To: 'debbie@magnustitle.com'
Cc: Roger Guertner
Subject: HARWOOD/ ZUREK PURCHASE--# 04020204-14842 N 35T ST---Needs list

Good Morning,

Please provide us the following items as soon as possible and as they become available:

-Please forward the prelim copy to us as soon as its available, so we can check the chain of title

CH_REC_MEN_0003554

-wire instructions

-Closing Protection Letter showing the following:

#1 Lender as:

Suburban Mortgage INC

ISAOA

7500 N. Dreamy Draw Drive, Suite 110

Phoenix, AZ 85020

LN# 40050373

(please make sure to sign the cpl)

#2 property address as 14842 N 35th St, Phoenix AZ 85032

-please forward me copies of any counter offers or addendums .

-Please let me know the name of the person who signed the purchase contract for the seller. Plus, please provide the seller's document copies that give that person authority to sign for them. (I'm assuming the property is held in a LLC name and not individual?)

-Email address for docs:

-Buyer's approximate title/escrow fees for a loan amount of \$97,465

Escrow:

Alta:

Owner's Policy fee:

8.1 end:

Pud end:

Courier/overnight:

Wire:

Email docs:

Recording:

Signing fee if one is needed at closing:

Misc:

-Are there any other 3rd party fees you are aware of which buyer is responsible for at closing?

FYI Suburban Mortgage does not require termite inspection reports. However, if there is evidence in the funding package that a termite inspection was completed , then we require a copy of the termite inspection report and page 1&2 must be clear; no dry rot, water damage, faulty grades, etc.

***** We will know if the termite inspection was completed if:

- If the preaudit/hud1 shows a termite fee is being collected or was collected POC

-If a copy is returned in the funding package

Please let me know if you need anything.

Thank you!

Ellen Bolduc

Loan Processor

Suburban Mortgage, Inc

8377 E. Hartford Drive #120

Scottsdale, AZ 85255

Main PH: (480) 355-8100

Direct PH: (480) 355-8118

Direct FX: (480) 344-7958

Email: ebolduc@submort.com

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 8/21/2012 10:26:15 AM
To: Debbie Pihl [debbie@magnustitle.com]; Eric Bengson [Eric@EricBengson.com]
Subject: Re: eric bengson
Attachments: PG Bengson.docx; DOT Eric Bengson.docx; Note Eric Bengson.docx

Attached are teh docs, beat up john for the release.
call his office and talk to monster, she'll track it down.
thx
dc


DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

From: Debbie Pihl <debbie@magnustitle.com>
To: Denny Chittick <dcmoney@yahoo.com>; Eric Bengson <Eric@EricBengson.com>
Sent: Tuesday, August 21, 2012 10:17 AM
Subject: RE: eric bengson

Eric just closed in April 2012, under Arizona Foreclosures, LLC. There is an unreleased loan from the prior seller AIA Holdings, LLC to Sharman Company, LLC, 153K. Eric if u provide Denny with the Final Settlement Statement to show that loan was paid thru escrow u should be just fine.

Debbie Pihl
Branch Manager

Direct: 480.682.0202 • Fax: 480.385.6863 • Mobile: 602.509.4303
Email: debbie@magnustitle.com
6991 E Camelback Rd., Suite C158, Scottsdale, AZ 85251



MAGNUS TITLE
AGENCY

Branch Directions Calendar of Classes Cost Sheet Real Estate News Documents/Forms

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From: Denny Chittick [mailto:dcmoney@yahoo.com]
Sent: Tuesday, August 21, 2012 10:13 AM
To: Debbie Pihl; Eric Bengson
Subject: Re: eric bengson


ok debbie yes please do a quick review, then i'll let you know when i can fund it, probably be in a day or two. i've got a lot of payoffs coming in this week.
i'll get some docs over to you too.
thx
dc

DenSco Investment Corp
www.denscoinvestment.com/

602-469-3001
602-532-7737 f

From: Debbie Pihl <debbie@magnustitle.com>
To: Eric Bengson <Eric@EricBengson.com>; Denny Chittick <dcmoney@yahoo.com>
Sent: Tuesday, August 21, 2012 10:10 AM
Subject: RE: eric bengson

Is a verbal OK Denny? I can do that quickly and be right back

<p>Debbie Pihl <i>Branch Manager</i></p> <p>Direct: 480.682.0202 • Fax: 480.385.6863 • Mobile: 602.509.4303 Email: debbie@magnustitle.com 6991 E Camelback Rd., Suite C158, Scottsdale, AZ 85251</p>	 <p>MAGNUS TITLE AGENCY</p>					
<table border="1" style="width: 100%;"><tr><td>Branch Directions</td><td>Calendar of Classes</td><td>Cost Sheet</td><td>Real Estate News</td><td>Documents/Forms</td></tr></table>		Branch Directions	Calendar of Classes	Cost Sheet	Real Estate News	Documents/Forms
Branch Directions	Calendar of Classes	Cost Sheet	Real Estate News	Documents/Forms		

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From: Eric Bengson [mailto:Eric@EricBengson.com]
Sent: Tuesday, August 21, 2012 10:09 AM
To: 'Denny Chittick'; Debbie Pihl
Subject: RE: eric bengson

I am guessing either company will still have to run a title check, so I would prefer to use Debbie just to do a lien search.

Thanks,

Eric Bengson
Realty Executives
Direct: (480) 306-8889
Fax: (480) 451-8433
8889 E Bell Rd Suite 101
Scottsdale, AZ 85260



From: Denny Chittick [mailto:dcmoney@yahoo.com]
Sent: Tuesday, August 21, 2012 10:06 AM
To: Debbie Pihl
Cc: Eric Bengson
Subject: Re: eric bengson

eric, you had said you wanted to use Debbie, but you have a policy with great american. i'm not wanting to do anything with a policy, as long as i can see that the property is free and clear, i'm good.
let me know where you want to work through.

thx
dc


DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

From: Debbie Pihl <debbie@magnustitle.com>
To: Denny Chittick <dcmoney@yahoo.com>
Cc: Eric Bengson <Eric@EricBengson.com>
Sent: Tuesday, August 21, 2012 9:33 AM
Subject: RE: eric bengson

I can do the below for all, BUT need exact address? Do u want a title policy or just maybe a condition of title?

Debbie Pihl
Branch Manager

Direct: 480.682.0202 • Fax: 480.385.6863 • Mobile: 602.509.4303
Email: debbie@magnustitle.com
6991 E Camelback Rd., Suite C158, Scottsdale, AZ 85251



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Branch Directions Calendar of Classes Cost Sheet Real Estate News Documents/Forms

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From: Denny Chittick [<mailto:dcmoney@yahoo.com>]
Sent: Tuesday, August 21, 2012 9:15 AM
To: Debbie Pihl
Cc: Eric Bengson
Subject: eric bengson

He wants to borrower 50k off his desoto 1n house. i'm willing to do this for him.
however, since i'm out of town and he has a relationship with you i was hoping you could coordinate this for us?
if you could run a title report showing their are no liens against it, then i'll wire you the 50k, and have him sign my docs, notarize and send them back to me. i'll record them.

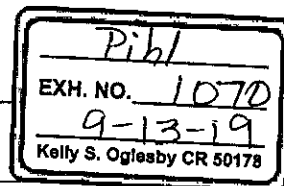
let me know how you would like to coordinate this.
thx
dc


DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2012.0.2197 / Virus Database: 2437/5213 - Release Date: 08/21/12



 First American Title	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

File No.: 02-04021779

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

ISSUED BY


Magnus Title Agency
as agent for First American Title Insurance Company

(This Commitment is valid only when Schedules A and B are attached)

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> >.

 First American Title	Commitment for Title Insurance
Schedule A	BY First American Title Insurance Company

File No.: 02-04021779


1. Effective Date: **10/14/2011**
2. Policy or Policies to be issued: Amount
 - a. **ALTA Homeowner's Policy (1-1-08)** **\$156,500.00**
 Proposed Insured:
Thomas McLivain, _____ and Rachel McLivain, _____
 - b. **ALTA 2006 Extended Loan Policy** **\$TO COME**
 Proposed Insured:
VIP Mortgage, Inc
 - c. **None** **\$**
 Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is
A FEE
4. Title to the said estate or interest in the land is at the Effective Date vested in:
Easy Investments, LLC
5. The land referred to in this Commitment is described as follows:
See Exhibit A attached hereto and made a part hereof.

Countersigned:



By: _____
 Authorized Officer or Agent


Note: Please direct all inquiries and correspondence to **Magnus Title Agency**, issuing agent for First American Title Insurance Company
Debbie Pihl
Magnus Title Agency
6991 E Camelback Rd, Ste C100
Scottsdale, AZ 85251
Phone: (480) 682-0200
 By: /MS1 /ms1
 Title Department

	<i>First American Title</i>	Commitment for Title Insurance
Exhibit A		BY First American Title Insurance Company

File No.: 02-04021779

LEGAL DESCRIPTION

Lot 302, Pinnacle Hill Unit 2, according to Book 359 of Maps, page 30, records of Maricopa County, Arizona.

 First American Title	Commitment for Title Insurance BY First American Title Insurance Company
Schedule BI	

File No.: 02-04021779

REQUIREMENTS

The following requirements must be satisfied:

- (a) Payment of the necessary consideration for the estate or interest to be insured.
- (b) Pay all premiums, fees and charges for the policy.
- (c) Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
- (d) Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

TAX NOTE:

Year	2011
Parcel No.	201-12-050
Total Tax	\$1,444.34
First Half	\$722.17
Second Half	\$Not Yet Due

- 1. PAY first installment 2011 taxes, Parcel No. 201-12-050.
- 2. PROPER showing that all assessments levied by the owners association referred to below have been paid.

Pinnacle Hill
 Notice of Contact Information recorded as Document No. 2004-0997604

- 3. Furnish a completed Affidavit and Indemnity of Tenant in Possession signed by the buyer(s) and or the Real Estate Agent. THIS AFFIDAVIT MUST BE RETURNED TO THE ESCROW AGENT A MINIMUM OF 3 DAYS PRIOR TO CLOSE OF ESCROW.

NOTE: In lieu of a completed Affidavit, an inspection of the property will be necessary. An inspection fee will be charged at the close of escrow.

- 4. RECORD Release and Reconveyance of Deed of Trust:

Amount	\$119,000.00
Dated	September 23, 2011
Recorded	September 23, 2011
Document No.	2011-0790165
Trustor	Easy Investments, LLC
Trustee	Not Listed
Beneficiary	Active Funding Group, LLC, an Arizona limited liability company

SCHEDULE BI
(Continued)

5. RECORD Release of Mortgage:

Amount	\$115,000.00
Dated	September 26, 2011
Recorded	September 27, 2011
Document No.	2011-0801364
Mortgagor	Easy Investments, LLC
Mortgagee	DenSco Investments corporation

6. RECORD Release and Reconveyance of Deed of Trust:

Amount	\$119,000.00
Dated	September 23, 2011
Recorded	October 4, 2011
Document No.	2011-0821581
Trustor	Easy Investments, LLC
Trustee	Rex C. Anderson, Esq.
Beneficiary	Active Funding Group, LLC, an Arizona limited liability company

7. RECORD Release and Reconveyance of Deed of Trust:

Amount	\$115,000.00
Dated	September 26, 2011
Recorded	October 4, 2011
Document No.	2011-0821601
Trustor	Easy Investments, LLC
Trustee	First American Title
Beneficiary	DenSco Investments corporation, an Arizona corporation

8. RECORD Deed from Easy Investments, LLC to Thomas McLivain, _____ and Rachel McLivain, _____.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

NOTE:

THIS COMPANY has on file a copy of the Operating Agreement of the limited liability company named below, authorizing the persons listed below (with member/manager designation) to execute and deliver all instruments required to consummate this transaction:

Limited Liability Company	Easy Investments, LLC
Person and designation	Yomtov A. Menaged / Sole Managing Member

9. PROPER showing as to the marital status of Thomas McLivain on close of escrow.
The right is reserved to make additional exceptions or requirements based upon information furnished.

10. PROPER showing as to the marital status of Rachel McLivain on close of escrow.
The right is reserved to make additional exceptions or requirements based upon information furnished.

11. RECORD Deed of Trust to be insured.

NOTE: The only conveyance(s) affecting said land recorded within 24 months of the date of this commitment is (are) as follows:

Trustee's Deed Upon Sale recorded October 3, 2011 as Document No. 2011-0819968; Grantor: First American Title Insurance Company;
Grantee: Easy Investments, LLC.

SCHEDULE BI
(Continued)

NOTE: THE OWNER'S POLICY OF TITLE INSURANCE COMMITTED TO BE ISSUED WILL CONTAIN DEDUCTIBLE AMOUNTS AND LIABILITY LIMITS RELATIVE TO CERTAIN COVERED RISKS AS FOLLOWS:


COVERED RISK 16 (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.

COVERED RISK 18 (Building Permits) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

COVERED RISK 19 (Zoning) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

COVERED RISK 21 (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.

LENDER'S NOTE: There is located on said land a single family residence purportedly known as
6116 W Questa Dr., Glendale, AZ 85310

 First American Title	Commitment for Title Insurance
Schedule BII	BY First American Title Insurance Company

File No.: 02-04021779

EXCEPTIONS

Printed exceptions and exclusions from coverage are contained in the policy or policies to be issued. Copies of the policy forms should be read. They are available from the office that issued this commitment.

1. RESERVATIONS or exceptions in Patents or in Acts authorizing the issuance thereof.
2. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
3. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
4. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:

Second Half of 2011

ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
5. EASEMENTS, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision.
6. LIABILITIES AND OBLIGATIONS imposed upon said land by reason of its inclusion within the following named Association:

Pinnacle Hill
7. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Document No. 93-0141997; and 2002-0040786
8. RIGHTS OF PARTIES in possession.
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE NOTICES**GOOD FUNDS NOTICE**

Arizona Revised Statutes Section 6-843¹ regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of a cashier's check, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording/ and/or disbursement may be delayed.

PURCHASER DWELLING ACTIONS NOTICE

Pursuant to Arizona Revised Statutes Section 12-1363.N¹, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363¹. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: www.azleg.state.az.us/ars/ars.htm.

RECORDING NOTICE

Pursuant to Arizona Revised Statutes Section 11-480¹, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

Print must be ten-point type (pica) or larger.

Margins of at least one-half inch along the left and right sides and one-half inch across the bottom and at least two inches on top for recording and return address information.

Each instrument shall be no larger than 8 1/2 inches in width and 14 inches in length.

LAND DIVISION NOTICE

Notice is hereby given that the company has not made a determination whether or not the proposed transaction is subject to the provisions of Arizona Revised Statutes 33-422¹ entitled "Land Divisions; Recording; Disclosure Affidavit", and Arizona Revised Statutes 11-809¹ entitled "Review of Land Divisions; Definitions". The company assumes no liability with respect to these matters.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

This is to give notice that Title Security Agency of Arizona (including Magnus Title Agency, a division thereof) ("Title Security") is an Arizona corporation which is affiliated with and has business relationships with Long Title Agency, LLC ("Long Title"), Catalina Title Agency, LLC ("Catalina Title"), Landmark Title Assurance Agency, LLC ("Landmark Title"), Asset Title Agency, LLC (Asset Title), Infinity Title Agency LLC (Infinity Title/ITA), Title West Agency LLC, (Title West), Millennium Title Agency, LLC (Millennium Title/MTA) and CRE Title Agency, LLC to provide title services. Title Security also has business relationships with First American Title Insurance Company, Title Resources Guaranty Company, and Old Republic National Title Insurance Company, which underwrite the policies issued by Title Security. Because of these relationships, this referral may provide Title Security with a financial or other benefit.

You are not required to use Title Security, Long Title, Catalina Title, Landmark Title, Asset Title, Infinity Title, Title West, Millennium Title, CRE Title Agency, First American Title Insurance Company, Title Resources Guaranty Company or Old Republic National Title Insurance Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.

MAGNUS TITLE AGENCY, TSP, MISC**MARICOPA, AZ**

10/20/2011 12:15PM 18BA

ORDER SEARCH RESULTS

PAGE 1 OF 1

ORDER: 04021779

TOF:

COMMENT:

SEARCH PARAMETERS

PARCEL: 201-12-050

(PERMIT DATEDOWNS)

PARCEL:	201-12-050	0							
OWNER:	BREWER MICHAEL L							INSTRUMENT	REC DATE
SITE:	6116 W QUESTA DR GL							2002 112773	02/01/2002
MAIL:	6116 W QUESTA DR								
	GLENDAL, AZ 85310								
PLAT:	359 - 30	LOT 302							
LEGAL:	PINNACLE HILL UNIT 2 MCR 359-30								

CURRENT TAXES						INFORMATION THROUGH 10/07/2011
	LAND	IMPR	EXEMPT	RATE	AREA	SPECIAL DISTRICTS
PRIMARY	14,380	0	0	7.5892	971300	30002
SECONDARY	2,870	11,490	0	3.8836		
2011 TOTAL TAX BILLED				1,444.34		
2011	TAX AMT	TAX DUE	INTEREST	DATE PAID		TOTAL DUE
FIRST HALF	722.17	722.17	0.00			722.17
SECOND HALF	722.17	722.17	0.00			722.17
TOTAL CURRENT TAXES DUE 10/11			1,444.34			
			11/11	1,453.97	(ESTIMATED)	

BACK TAXES	INFORMATION THROUGH 10/07/2011						
------------	--------------------------------	--	--	--	--	--	--

NO BACK TAXES

ASSESSMENTS

NO ASSESSMENTS

CONDITIONS, DISCLAIMERS AND EXCLUSIONS

This Tax Certificate/Tax Order Report does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

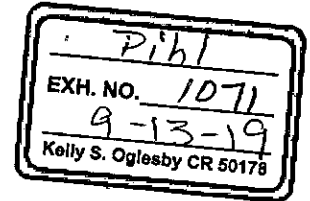
Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this Tax Certificate/Tax Order Report to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this Tax Certificate/Tax Order Report; (b) cover any changes made to the records of the taxing authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid tax information shown on the records of the taxing authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS TAX CERTIFICATE/TAX ORDER REPORT OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a Tax Certificate/Tax Order Report is required to activate a Data Trace Customer Warranty.

END SEARCH

Unofficial
20 Document

When Recorded Return To:
Active Funding Group, LLC
8925 E Pima Center Parkway
Ste 135
Scottsdale, AZ 85258

NM:
ch:



NOTICE OF DEED OF TRUST
WITH ASSIGNMENT OF RENTS

SEPTEMBER 23, 2011

The undersigned borrower ("Borrower") acknowledges receipt of the proceeds of a loan (the "Loan") from Active Funding Group, LLC, an Arizona Limited Liability Company ("Lender") in the principal amount of ONE HUNDRED NINETEEN THOUSAND DOLLARS AND 00/100 (\$119,000.00). The Loan was made to the Borrower and was used by the Borrower to purchase that certain real property located in Maricopa County, Arizona (the "Real Property") described as follows:

Legal Description: LOT 302, PINNACLE HILL, UNIT 2, ACCORDING TO BOOK 359 OF MAPS, PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA.

Common Description: 6116 W QUESTA DR GLENDALE, AZ 85310

APN: 201-12-050

at a trustee's sale (the "Trustee's Sale") conducted by FATSS, as trustee, at which Borrower was the successful purchaser submitting the last and highest bid for the Real Property.

Borrower has agreed that, at such time as Borrower sells, conveys or transfers the Real Property (but in no event later than MARCH 22, 2012), Borrower shall pay Lender the full amount of the Loan, plus interest and agreed upon fees (collectively the "Indebtedness"), as separately evidenced by the promissory note (the "Note") and secured by a deed of trust (the "Deed of Trust"); said Deed of Trust to be recorded against the Real Property in first lien position behind the Trustee's Deed Upon Sale.

Furthermore, Borrower hereby mortgages, grants, bargains, sells and conveys to Lender, its successors and assigns, the Real Property together with any and all tenements, hereditaments, rights, rights-of-way, easements, privileges, and appurtenances thereunto belonging or appertaining to the Real Property to further secure the Indebtedness, it being intended that these provisions shall constitute a mortgage ("Mortgage") under Arizona law and that the lien of this Mortgage shall be a first lien against the Real Property. In the event of a default under the terms of repayment of the Indebtedness set out herein or in the Note, Lender may foreclose on this Mortgage in accordance with Arizona Law. Borrower shall execute, acknowledge and deliver any other documents required or reasonably requested by Lender to evidence, record, perfect, preserve, continue, extend or maintain the lien of this Mortgage and hereby irrevocably appoints Lender as Borrower's attorney-in-fact to do so.

This instrument shall bind and inure to the benefit of the parties hereto and their respective personal and legal representatives, successors and assigns. In the event suit or action is instituted to enforce or interpret any provision of this instrument, the prevailing party shall be entitled to recover from the other party its attorneys' fees and legal costs incurred in connection therewith.

-SIGNATURE PAGE TO FOLLOW-

Effective Date: SEPTEMBER 23 , 2011

EASY INVESTMENTS, LLC

By: 

YOMTOV S. MENAGED
Its: MANAGER

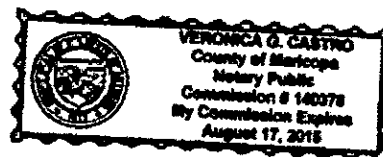
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 23 day of SEPTEMBER , 2011 by YOMTOV S. MENAGED

SIGNATURE OF NOTARY PUBLIC. 

NOTARY PUBLIC EXP DATE: 8-17-2015

Unofficial Document

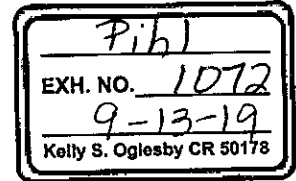


Unofficial
Document

When recorded, mail to:

DenSco Investment
6132 W. Victoria Place
Chandler, AZ 85226

28:
sa.



MORTGAGE

September 26, 2011

The undersigned borrower ("Borrower") acknowledges receipt of the proceeds of a loan from DenSco Investment Corporation ("Lender") in the sum of \$115,000.00, as evidenced by check payable to: First American Title Ins Co ("Trustee"). The loan was made to Borrower to purchase the Real Property legally described as: Lot 302 Subdivision Pinnacle Hill Unit Two, according to Book 359 of Maps, Page 30, in the plat record in the Recorder's Office of Maricopa County, Arizona. Address: 6116 W Questa Dr., Glendale, AZ 85310 At a trustee's sale conducted by Trustee, which took place on September 21, 2011, Borrower became the successful purchaser with the highest bid, and the loan is intended to fund all or part of the purchase price bid by Borrower at such trustee's sale.

Borrower has promised to pay Lender or assignee the full amount of the loan, with interest at the rate of 18% per annum from the date of this Receipt until paid in full, such amounts to be due and payable in full based on due date from promissory note.

Borrower hereby grants to Lender or assignee a first, prior and superior equitable lien and mortgage against the Real Property to secure payment of the loan. The undersigned principal of Borrower (who shall derive benefits from the loan, in order to induce Lender to extend the loan to Borrower) hereby irrevocably and unconditionally guarantees and promises to pay to Lender upon demand the full loan amount and all other sums payable or to become payable hereunder if Borrower fails to pay any such amounts when due. Borrower further agrees to execute, acknowledge and deliver to Lender such further documents as may be necessary to effectuate the intent of this transaction. Borrower has delivered to Lender a promissory note and deed of trust, and Borrower agrees that the deed of trust shall be recorded against the Real Property as a first, prior and superior lien and encumbrance simultaneously with the recording of the Trustee's Deed. Borrower further agrees to cause the undersigned principal of Borrower to execute, acknowledge and deliver a guaranty of the amounts lent by Lender under said promissory note.

Borrower: Easy Investments, LLC

Name & Title of Principal Borrower: Yomtov Scott Menaged, Managing Member of LLC

Signature: _____

State of Arizona)

) ss.

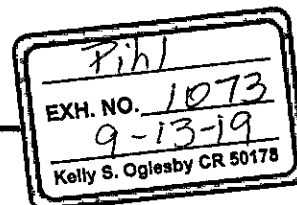
County of Maricopa)

Subscribed, sworn to and acknowledged before me this 26 day of Sept, 2011.

By: Yomtov Scott Menaged

Commission Expires: 8-17-2015





Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 11/2/2011 10:25:09 PM
To: Danielle Mauzy [danielle.mauzy@magnustitle.com]
Subject: Re: ESCROW# 04022042/ 6116 W. QUESTA DR./EASY INVESTMENTS
Attachments: Payoff Questa Dr.docx

here it the payoff i sent Nancy.
boys get out of school early, i can't get anything accomplished when they
are home.
thx
dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

From: Danielle Mauzy <danielle.mauzy@magnustitle.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Wednesday, November 2, 2011 3:25 PM
Subject: ESCROW# 04022042/ 6116 W. QUESTA DR./EASY INVESTMENTS

Can you please send me a payoff good through November 15th?

Thank you.



Danielle Mauzy
Executive Officer

Direct: 480.682.0203 • Fax: 480.682.3316 • Mobile: 480.246.5121
Email: danielle.mauzy@magnustitle.com
6991 E. Camelback Rd. Suite C100 Scottsdale AZ 85261



MAGNUS TITLE AGENCY

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DenSco Investment Corporation

October 31, 2011

Magnus Title
Nancy Harris
6991 E Camelback Rd., Ste#100
Scottsdale, AZ 85251

Nancy:

This is the principle and interest due for pay off on the following property:

Borrower: Easy Investments, LLC
Property Address: 6116 W Questa Dr., Glendale, AZ 85310
Legal Description: Lot 302, Subdivision Pinnacle Hill Unit Two, According to Book 359, of Maps, Page 30, In the plat record in the recorder's office of Maricopa County Arizona
Escrow Number: 4022042
Loan Number: 2823

Payoff Due November 15, 2011: **\$116,207.50**

Interest Perdiem of \$57.50 starting and including November 16, 2011, through date of funds wired.

I request that the money to be **WIRED**:

Bank of America
44th and Camelback
DenSco Investment Corp
Acct # 4657167509
ABA# 0260-0959-3

Please call or email me the day of the wire.

I will create the proper releases for my liens. I will mail them to you **AFTER** I receive the wire. If you want me to fax them to you, send me an email

If any payments are made between today and the date of the payoff I will automatically send you an updated payoff statement.

If you have any questions please contact me, please call 602-469-3001.

Thank you,

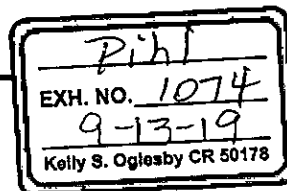
Denny J. Chittick

6132 W. Victoria Place Chandler, AZ 85226
Cell: 602-469-3001 Home: 480-636-1180 Fax: 602-532-7737
denscoinvestment.com dcmoney@yahoo.com

CH_REC_CHI_0006524

Message

From: Danielle Fehsenfeld [danielle.fehsenfeld@magnustitle.com]
Sent: 11/18/2011 11:28:58 PM
To: SMena98754@aol.com
Subject: RE: FW: Easy Investments LLC - 6116 W. Questa Drive



Ok let me know.

A business card for Danielle Fehsenfeld, Esquire Officer. It features a black and white photo of her on the left. The text includes her name, title, direct, fax, and mobile phone numbers, her email address, and her office address at 6991 E Camelback Rd., Suite C100, Scottsdale, AZ 85251. At the bottom, there are five tabs labeled "Branch Directions", "Calendar of Classes", "Cost Sheet", "Real Estate News", and "Documents/Forms". To the right of the photo is a logo for Magnus Title Agency, featuring a large 'M' and the text "MAGNUS TITLE AGENCY".

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From: SMena98754@aol.com [mailto:SMena98754@aol.com]
Sent: Friday, November 18, 2011 4:31 PM
To: Danielle Fehsenfeld
Subject: Re: FW: Easy Investments LLC - 6116 W. Questa Drive

I Am Calling them

In a message dated 11/18/2011 4:21:58 P.M. US Mountain Standard Time, danielle.fehsenfeld@magnustitle.com writes:

They are telling me they are not.

A business card for Danielle Fehsenfeld, Esquire Officer. It features a black and white photo of her on the left. The text includes her name, title, direct, fax, and mobile phone numbers, her email address, and her office address at 6991 E Camelback Rd., Suite C100, Scottsdale, AZ 85251. At the bottom, there are five tabs labeled "Branch Directions", "Calendar of Classes", "Cost Sheet", "Real Estate News", and "Documents/Forms". To the right of the photo is a logo for Magnus Title Agency, featuring a large 'M' and the text "MAGNUS TITLE AGENCY".

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From: SMena98754@aol.com [mailto:SMena98754@aol.com]
Sent: Friday, November 18, 2011 4:17 PM
To: Danielle Fehsenfeld
Subject: Re: FW: Easy Investments LLC - 6116 W. Questa Drive

Active is Paid

In a message dated 11/18/2011 4:12:14 P.M. US Mountain Standard Time,
danielle.fehsenfeld@magnustitle.com writes:

Help!! I am trying to record and I need to know have you not payed Active or Densco? Am I paying both
off through escrow. Please let me know so I can record today. Thanks



Danielle Fehsenfeld
Escrow Officer

Direct: 480.682.0200 • Fax: 480.682.3502 • Mobile: 602.803.5494
Email: danielle.fehsenfeld@magnustitle.com
6991 E. Camelback Rd., Suite C100 Scottsdale, AZ 85251

M
MAGNUS TITLE
AGENCY

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From: Dana Johnson [mailto:djohnson@activefundinggroup.com]
Sent: Friday, November 18, 2011 4:12 PM
To: Danielle Fehsenfeld
Cc: Ashton DuBois
Subject: RE: Easy Investments LLC - 6116 W. Questa Drive

I have not received this payoff as of today ☺

Thank you,

Dana L. Johnson

Accounting Manager

ACTIVE FUNDING GROUP

8925 E Pima Center Pkwy., #135

Scottsdale, AZ 85258

CH_REC_MEN_0000617

fax (602) 252-1177




Please consider the environment before printing this message.

From: Danielle Fehsenfeld [mailto:danielle.fehsenfeld@magnustitle.com]
Sent: Friday, November 18, 2011 3:28 PM
To: Dana Johnson
Subject: Easy Investments LLC - 6116 W. Questa Drive
Importance: High

Good Afternoon,

Just making sure this payoff has been paid can you please confirm?

Thanks



Danielle Fehsenfeld
Escrow Officer

Direct: 480.682.0200 • Fax: 480.682.3302 • Mobile: 602.803.5494
Email: danielle.fehsenfeld@magnustitle.com
6991 E Camelback Rd. Suite C100 Phoenix, AZ 85251



MAGNUS TITLE
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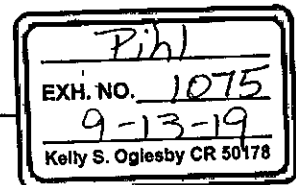
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No virus found in this message.

Checked by AVG - www.avg.com

Version: 2012.0.1872 / Virus Database: 2092/4624 - Release Date: 11/18/11

CH_REC_MEN_0000618



 First American Title	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

File No.: 02-04020224

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

ISSUED BY

Magnus Title Agency
as agent for First American Title Insurance Company

(This Commitment is valid only when Schedules A and B are attached)

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

Magnus Title Agency
3200 N. Central Avenue Suite 1270
Phoenix, AZ 85012
(602) 792-7300

SCHEDULE A

Commitment Date: August 18, 2011

Order No.: 02-04020224

Customer No.:

Proposed Coverage:

1. Policy (or Policies) to be Issued:

a. ALTA Homeowner's Policy

In the amount of: **\$140,000.00**

Proposed Insured:

b. ALTA Extended Coverage Loan Policy

In the amount of: **\$136,451.00**

Proposed Insured: **Peoples Mortgage Company**

c.

In the amount of: **\$**

Proposed Insured:

2. The estate or interest in the land upon issuance of the Policy shall be:

FEE

3. Title to the estate herein described is currently vested in:

Easy Investments LLC

The estate herein described upon issuance of the Policy shall be vested in:

Deborah Johnson

4. The proposed mortgage and assignment(s) thereof, if any, are described as follows:

a. Deed of Trust given to secure an indebtedness in the original principal amount shown therein, together with any and all other obligations secured thereby

Dated:

Trustor: Deborah Johnson

Trustee: Magnus Title Agency

Beneficiary: Peoples Mortgage Company

Amount: \$136,451.00

Recorded:


In:

5. The land referred to in this Commitment is located in Maricopa County, ARIZONA, and described as follows:

See Exhibit A attached hereto and made a part hereof.

Note: Please direct all inquiries and correspondence to
Debbie Pihl


Magnus Title Agency, issuing agent for First American
Title Insurance Company
By:
Title Department

 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <i>First American Title</i> </div>	Commitment for Title Insurance BY First American Title Insurance Company
Exhibit A	

File No.: 02-04020224

LEGAL DESCRIPTION

Lot 158, CHEATHAM FARMS UNIT 2 AMENDED, according to Book 585 of Maps, Page 48, records of Maricopa County, Arizona.

 First American Title	Commitment for Title Insurance
Schedule BI	BY First American Title Insurance Company

File No.: 02-04020224

REQUIREMENTS

The following requirements must be satisfied:

- (a) Payment of the necessary consideration for the estate or interest to be insured.
- (b) Pay all premiums, fees and charges for the policy.
- (c) Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
- (d) Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

TAX NOTE:

Year	2010
Parcel No.	300-84-451
Total Tax	\$1,828.88
First Half	\$Paid
Second Half	\$Paid

1. PROPER showing that all assessments levied by the owners association referred to below have been paid.

Cheatham Farms Master Homeowners Association
 Notice of Contact Information recorded as Document No. 2006-1136784

2. PAYMENT OF any and all assessments.
3. Furnish a completed Affidavit and Indemnity of Tenant in Possession signed by the buyer(s) and or the Real Estate Agent. THIS AFFIDAVIT MUST BE RETURNED TO THE ESCROW AGENT A MINIMUM OF 3 DAYS PRIOR TO CLOSE OF ESCROW.

NOTE: In lieu of a completed Affidavit, an inspection of the property will be necessary. An inspection fee will be charged at the close of escrow.

4. RECORD Release of Mortgage:

Amount	\$108,900.00
Dated	August 3, 2011
Recorded	August 3, 2011
Document No.	2011-0646348
Mortgagor	Easy Investments, LLC
Mortgagee	Active Funding Group, LLC, an Arizona limited liability company

SCHEDULE BI
(Continued)

5. RECORD Release of Mortgage:

Amount	\$107,000.00
Dated	August 9, 2011
Recorded	August 11, 2011
Document No.	2011-0668814
Mortgagor	Easy Investments, LLC
Mortgagee	DenSco Investment Corporation

6. RECORD Release and Reconveyance of Deed of Trust:

Amount	\$107,000.00
Dated	August 9, 2011
Recorded	August 16, 2011
Document No.	2011-0680872
Trustor	Easy Investments, LLC
Trustee	Quality Loan Service Corp.
Beneficiary	DenSco Investment Corporation, an Arizona corporation

7. RECORD Release and Reconveyance of Deed of Trust:

Amount	\$108,900.00
Dated	August 3, 2011
Recorded	August 16, 2011
Document No.	2011-0681188
Trustor	Easy Investments, LLC
Trustee	Rex C. Anderson, Esq.
Beneficiary	Active Funding Group, LLC, an Arizona limited liability company

THE BENEFICIAL INTEREST under said Deed of Trust was assigned by instrument:

Recorded	August 16, 2011
Document No.	2011-0682216
Assignee	Beverly A. Jenkins Trust dated November 23, 1988

8. PROPER showing as to the marital status of Deborah Johnson on close of escrow.
The right is reserved to make additional exceptions or requirements based upon information furnished.

9. RECORD Deed from Easy Investments, LLC to Deborah Johnson, _____.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

NOTE:

THIS COMPANY has on file a copy of the Operating Agreement of the limited liability company named below, authorizing the persons listed below (with member/manager designation) to execute and deliver all instruments required to consummate this transaction:

Limited Liability Company	Easy Investments, LLC
Person and designation	Yomtov S. Menaged / Manager

NOTE: The only conveyance(s) affecting said land recorded within 24 months of the date of this commitment is (are) as follows:

SCHEDULE BI
(Continued)

Trustee's Deed Upon Sale recorded August 15, 2011 as Document No. 2011-0680027; Grantor: Quality Loan Service Corporation; Grantee: Easy Investments, LLC.


NOTE: THE OWNER'S POLICY OF TITLE INSURANCE COMMITTED TO BE ISSUED WILL CONTAIN DEDUCTIBLE AMOUNTS AND LIABILITY LIMITS RELATIVE TO CERTAIN COVERED RISKS AS FOLLOWS:

COVERED RISK 16 (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.

COVERED RISK 18 (Building Permits) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

COVERED RISK 19 (Zoning) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

COVERED RISK 21 (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.

 First American Title	Commitment for Title Insurance
	BY First American Title Insurance Company
Schedule BII	

File No.: 02-04020224

EXCEPTIONS

Printed exceptions and exclusions from coverage are contained in the policy or policies to be issued. Copies of the policy forms should be read. They are available from the office that issued this commitment.

1. **WATER RIGHTS**, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
2. **OBLIGATIONS** imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
3. **THE LIABILITIES, OBLIGATIONS AND BURDENS** imposed upon said land by reason of inclusion within the Salt River Project Agricultural Improvement and Power District and Agricultural Improvement Districts.
4. **TAXES AND ASSESSMENTS** collectible by the County Treasurer, a lien payable but not yet due for the following year:

2011

ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
5. **LIABILITIES AND OBLIGATIONS** imposed by reason of the inclusion of said land within the following named district(s):

Cheatham Farms Master Homeowners Association
6. **EASEMENTS**, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision.
7. **EASEMENT** and rights incident thereto, as set forth in instrument:

Recorded in Document No. 2002-1239862
Purpose public utilities
8. **RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS**, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Document No. 2003-56812; and 2003-616443

SCHEDULE B, Part II (CONTINUED)

9. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No.	2002-1239861
Purpose	public utilities

10. AL MATTER disclosed in Affidavit of Disclosure recorded in Document No. 2002-1184743.

11. RIGHTS OF PARTIES in possession.

NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

END OF SCHEDULE B



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE NOTICES**GOOD FUNDS NOTICE**

Arizona Revised Statutes Section 6-843¹ regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of a cashier's check, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording/ and/or disbursement may be delayed.

PURCHASER DWELLING ACTIONS NOTICE

Pursuant to Arizona Revised Statutes Section 12-1363.N¹, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363². These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, constructions, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: www.azleg.state.az.us/ars/ars.htm.

RECORDING NOTICE

Pursuant to Arizona Revised Statutes Section 11-480¹, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

Print must be ten-point type (pica) or larger.

Margins of at least one-half inch along the left and right sides and one-half inch across the bottom and at least two inches on top for recording and return address information.

Each instrument shall be no larger than 8 1/2 inches in width and 14 inches in length.

LAND DIVISION NOTICE

Notice is hereby given that the company has not made a determination whether or not the proposed transaction is subject to the provisions of Arizona Revised Statutes 33-422¹ entitled "Land Divisions; Recording; Disclosure Affidavit", and Arizona Revised Statutes 11-809² entitled "Review of Land Divisions; Definitions". The company assumes no liability with respect to these matters.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

This is to give notice that Title Security Agency of Arizona (including Magnus Title Agency, a division thereof) ("Title Security") is an Arizona corporation which is affiliated with and has business relationships with Long Title Agency, LLC ("Long Title"), Catalina Title Agency, LLC ("Catalina Title") Asset Title Agency, LLC (Asset Title), Infinity Title Agency LLC (Infinity Title/ITA), Title West Agency LLC, (Title West), Millennium Title Agency, LLC (Millennium Title/MTA) and CRE Title Agency, LLC to provide title services. Title Security also has business relationships with First American Title Insurance Company, Title Resources Guaranty Company, and Old Republic National Title Insurance Company, which underwrite the policies issued by Title Security. Because of these relationships, this referral may provide Title Security with a financial or other benefit.

You are not required to use Title Security, Long Title, Catalina Title, Asset Title, Infinity Title, Title West, Millennium Title, CRE Title Agency, First American Title Insurance Company, or Old Republic National Title Insurance Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.

MAGNUS TITLE AGENCY, TSP, MISC**MARICOPA, AZ**

08/24/2011 04:24PM 18BA

ORDER SEARCH RESULTS

PAGE 1 OF 1

ORDER: 04020224

TOF:

COMMENT:

SEARCH PARAMETERS

PARCEL: 300-84-451

(PERMIT DATEDOWNS)

PARCEL:		300-84-451		1	
OWNER:		RAMIREZ JUAN B		INSTRUMENT	
SITUS:		8305 S 45TH LN LV		2005 1030108	
MAIL:		8305 S 45TH LN		REC DATE	
		LAVEEN, AZ 85339		07/22/2005	
PLAT:		585 - 48		LOT 158	
LEGAL:		CHEATHAM FARMS UNIT 2 AMD MCR 585-48			
CURRENT TAXES				INFORMATION THROUGH 08/19/2011	
	LAND	IMPR	EXEMPT	RATE	AREA
PRIMARY	16,480	0	0	7.6501	591300
SECONDARY	3,290	13,170	0	5.1876	
2010 TOTAL TAX BILLED				1,828.88	
2010	TAX AMT	TAX DUE	INTEREST	DATE PAID	TOTAL DUE
FIRST HALF	914.44	0.00	0.00	10/28/2010	0.00
SECOND HALF	914.44	0.00	0.00	04/27/2011	0.00
TOTAL CURRENT TAXES DUE 08/11			0.00		
			09/11 0.00		
BACK TAXES				INFORMATION THROUGH 08/19/2011	
NO BACK TAXES					
ASSESSMENTS					
NO-ASSESSMENTS					

CONDITIONS, DISCLAIMERS AND EXCLUSIONS

This Tax Certificate/Tax Order Report does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this Tax Certificate/Tax Order Report to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this Tax Certificate/Tax Order Report; (b) cover any changes made to the records of the taxing authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid tax information shown on the records of the taxing authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS TAX CERTIFICATE/TAX ORDER REPORT OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a Tax Certificate/Tax Order Report is required to activate a Data Trace Customer Warranty.

END SEARCH

"CHEATHAM FARMS UNIT 2 AMENDED"

A PLANNED RESIDENTIAL DEVELOPMENT (SUBJECT TO SINGLE FAMILY DESIGN REVIEW)
A RESUBDIVISION OF "CHEATHAM FARMS UNIT 2" AS RECORDED IN BOOK 547, PAGE 21,
MARICOPA COUNTY RECORDS, SITUATED IN A PORTION OF SECTION 4, TOWNSHIP 1 SOUTH,
RANGE 2 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

FINAL PLAT

DEDICATION

STATE OF ARIZONA

COUNTY OF MARICOPA

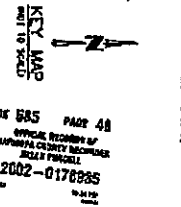
CITY OF PHOENIX

WE, THE BOARD OF SUPERVISORS OF THE CITY OF PHOENIX, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT COPY OF THE DEDICATION OF THE LAND DESCRIBED IN THE ATTACHED PLAT, AND THAT THE SAME HAS BEEN FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE COUNTY OF MARICOPA, ARIZONA.

DEVELOPER

DR. CONSTRUCTION COMPANY
10000 N. 19TH AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
PHONE (602) 433-3300
FAX (602) 433-3301
CITY OF PHOENIX, ARIZONA

TYPICAL PUBLIC UTILITY EASEMENT DETAIL



KEY MAP

SEE SHEET 1

SEE SHEET 2

SEE SHEET 3

SEE SHEET 4

SEE SHEET 5

SEE SHEET 6

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SEE SHEET 246

SEE SHEET 247

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SEE SHEET 273

SEE SHEET 274

SEE SHEET 275

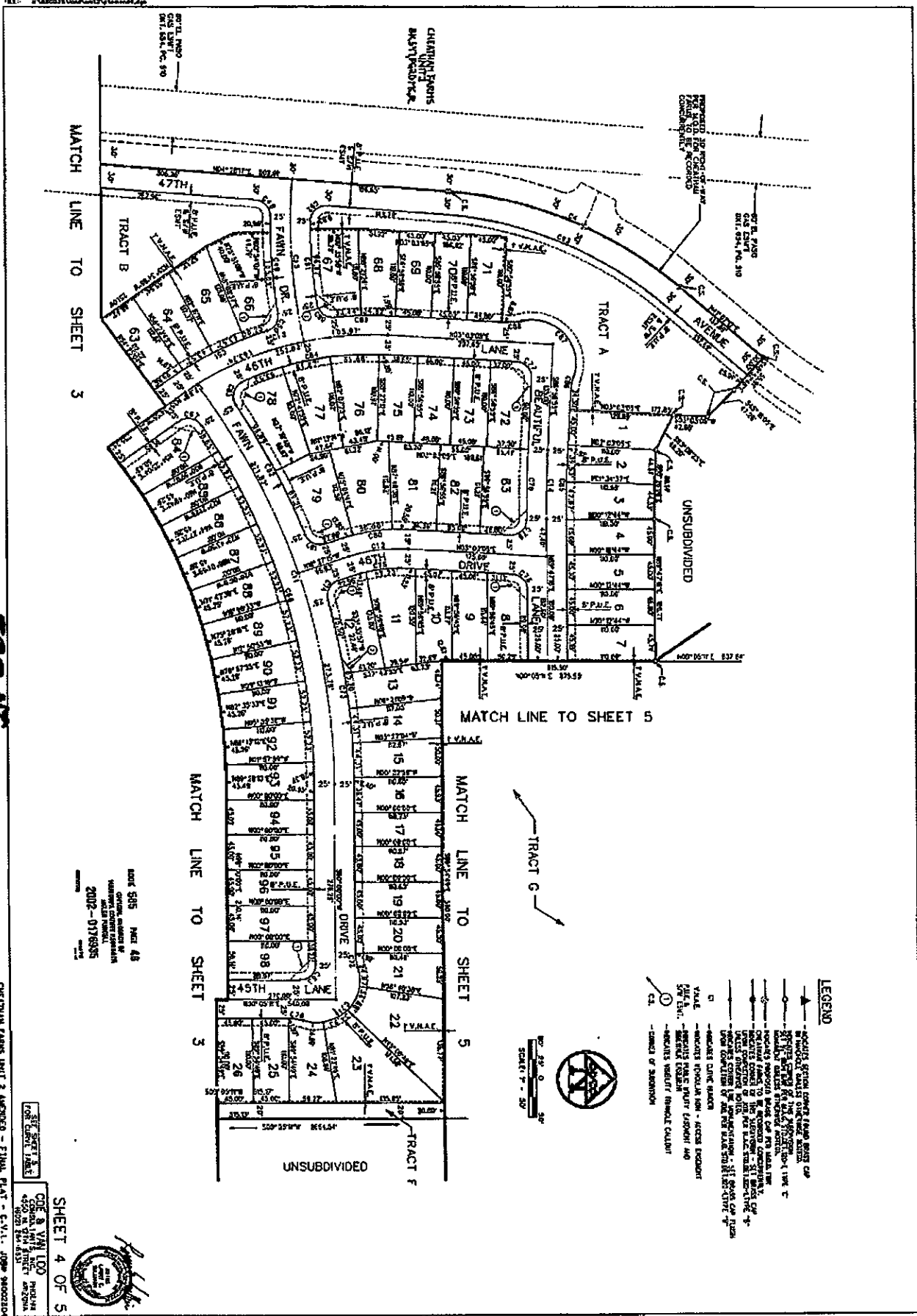
SEE SHEET 276

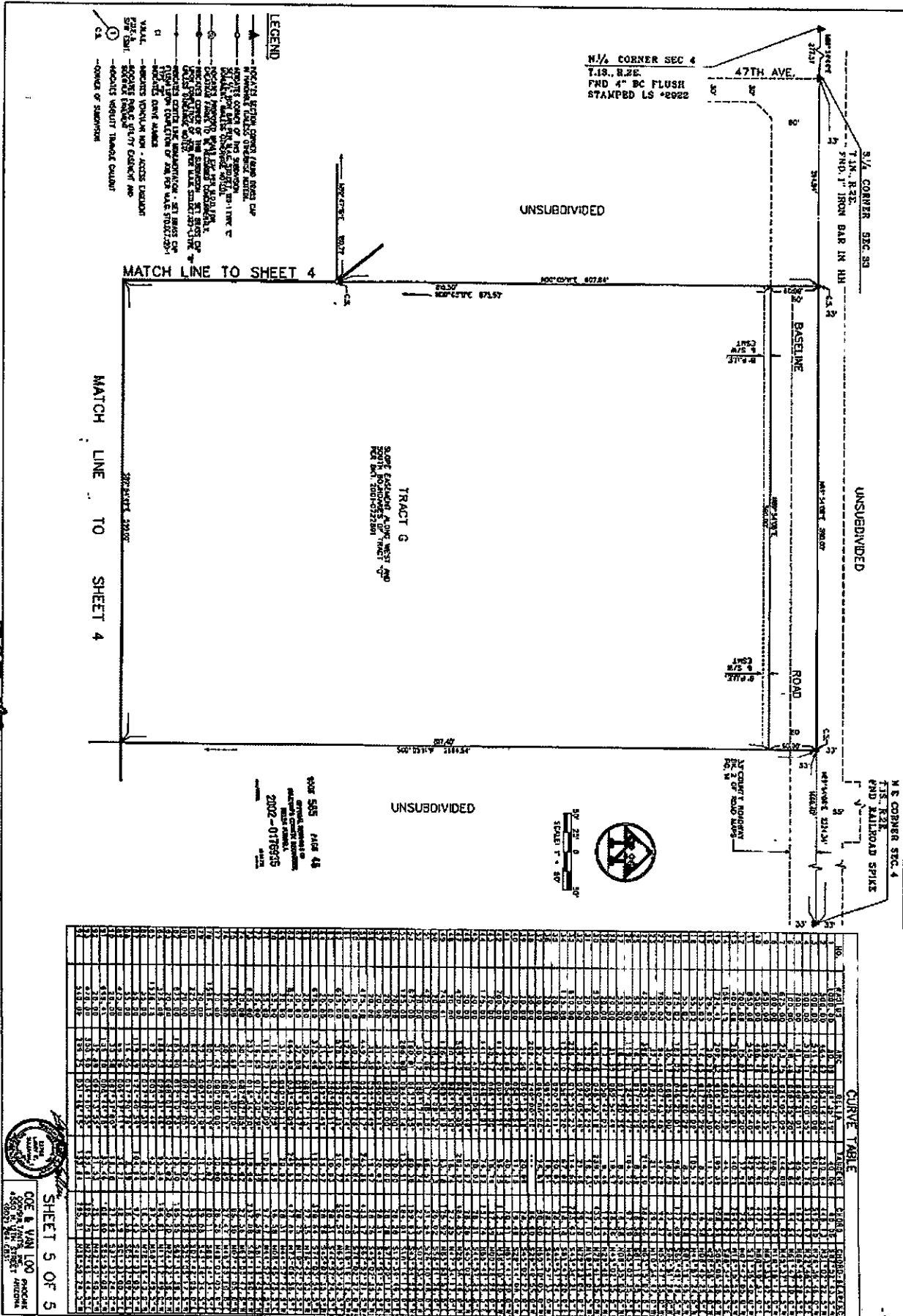
SEE SHEET 277



CH_REC_MEN_0003571









Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

PIH
EXH. NO. 1074
9-13-19
Kelly S. Oglesby CR 50178

File No.: 02-04021858

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
Secretary

ISSUED BY


Magnus Title Agency
as agent for First American Title Insurance Company

(This Commitment is valid only when Schedules A and B are attached)

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the Insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> >.

 First American Title	Commitment for Title Insurance
	BY First American Title Insurance Company
Schedule A	

File No.: 02-04021858

1. Effective Date: 10/19/2011
2. Policy or Policies to be issued; Amount
 - a. **ALTA Homeowner's Policy (1-1-08)** **\$217,000.00**
 Proposed Insured:
Gerald Rott, a _____ man
 - b. **ALTA 2006 Extended Loan Policy** **\$TO COME**
 Proposed Insured:
To Come
 - c. **None** **\$**
 Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is

A FEE

4. Title to the estate or interest in the land is at the Effective Date vested in

Easy Investments, LLC, an Arizona limited liability company

5. The land referred to in this Commitment is described as follows:

See Exhibit A attached hereto and made a part hereof.


Countersigned:



By: _____
 Authorized Officer or Agent

Note: Please direct all inquiries and correspondence to
Debbie Pihl
Magnus Title Agency
6991 E Camelback Rd, Ste C100
Scottsdale, AZ 85251
Phone: (480) 682-0200

Magnus Title Agency, Issuing agent for First American
 Title Insurance Company
 By: Andrew Platt/AP /ap
 Title Department


	<i>First American Title</i>	Commitment for Title Insurance
Exhibit A		BY First American Title Insurance Company

File No.: 02-04021858

LEGAL DESCRIPTION

Lot 236, BEAUTIFUL ARIZONA ESTATES SUBDIVISION, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 98 of Maps, page 38.

CH_REC_MEN_0001045

	First American Title	Commitment for Title Insurance
Schedule BI		BY First American Title Insurance Company

File No.: 02-04021858

REQUIREMENTS

The following requirements must be satisfied:

- (a) Payment of the necessary consideration for the estate or interest to be insured.
 - (b) Pay all premiums, fees and charges for the policy.
 - (c) Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
 - (d) Payment of all taxes and/or assessments levied against the subject premises which are due and payable.
1. FURNISH the Company with a completed Owner's Affidavit signed by the Seller(s). The right is reserved to make additional requirements and/or exceptions based upon the information provided.

2. PAYMENT OF any and all assessments.

3. RECORD Release and Reconveyance of Deed of Trust:

Amount	\$166,000.00
Dated	October 4, 2011
Recorded	October 5, 2011
Document No.	2011-0827452
Trustor	Easy Investments, LLC
Trustee	Not Set Out
Beneficiary	Active Funding Group, LLC, an Arizona limited liability company

4. RECORD Release and Reconveyance of Deed of Trust:

Amount	\$166,000.00
Dated	October 4, 2011
Recorded	October 17, 2011
Document No.	2011-0858576
Trustor	Easy Investments, LLC
Trustee	Rex C. Anderson, Esq.
Beneficiary	Active Funding Group, LLC, an Arizona limited liability company

THE BENEFICIAL INTEREST under said Deed of Trust was assigned by instrument:

Recorded	October 18, 2011
Document No.	2011-0859986
Assignee	Mainspring Capital IV, LLC

SCHEDULE BI (Continued)

5. RECORD Release of Mortgage:

Amount	\$160,000.00
Dated	October 17, 2011
Recorded	October 19, 2011
Document No.	2011-0864170
Mortgagor	Easy Investments, LLC
Mortgagee	DenSco Investment Corporation

6. PROPER showing as to the marital status of Gerald Rott on close of escrow.
The right is reserved to make additional exceptions or requirements based upon information furnished.

7. RECORD Deed from Easy Investments, LLC, an Arizona limited liability company to Gerald Rott, a _____ man.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

NOTE:

THIS COMPANY has on file a copy of the Operating Agreement of the limited liability company named below, authorizing the persons listed below (with member/manager designation) to execute and deliver all instruments required to consummate this transaction:

Limited Liability Company	Easy Investments, LLC, an Arizona limited liability company
Person and designation	Yomtov S. Menaged, managing member

8. RECORD Deed of Trust to be insured.

TAX NOTE:

Year	2011
Parcel No.	502-70-234A
Total Tax	\$2,077.66
First Half	PAID
Second Half	\$1,038.83

NOTE: The only conveyance(s) affecting said land recorded within 24 months of the date of this commitment is (are) as follows:

Trustee's Deed recorded October 17, 2011 as Document No. 2011-0857685; Grantor: Jason P. Sherman, a member of the State Bar of Arizona;
Grantee: Easy Investments, LLC, an Arizona limited liability company.

CH_REC_MEN_0001047

SCHEDULE BI
(Continued)

NOTE: THE OWNER'S POLICY OF TITLE INSURANCE COMMITTED TO BE ISSUED WILL CONTAIN DEDUCTIBLE AMOUNTS AND LIABILITY LIMITS RELATIVE TO CERTAIN COVERED RISKS AS FOLLOWS:


COVERED RISK 16 (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.

COVERED RISK 18 (Building Permits) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

COVERED RISK 19 (Zoning) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

COVERED RISK 21 (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.

LENDER'S NOTE: There is located on said land a single family residence purportedly known as
20001 W Colter St, Lithichfield Park, AZ 85340

 First American Title	Commitment for Title Insurance BY First American Title Insurance Company
Schedule BII	

File No.: 02-04021858

EXCEPTIONS

Printed exceptions and exclusions from coverage are contained in the policy or policies to be issued. Copies of the policy forms should be read. They are available from the office that issued this commitment.

1. RESERVATIONS or exceptions in Patents or in Acts authorizing the issuance thereof.
2. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
3. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
4. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:

Second Half of 2011

ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
5. EASEMENTS as shown on the plat recorded in Book 99 of Maps, page 38.
6. EASEMENT and rights incident thereto, as set forth in Instrument:

Recorded in Document No. 95-0702677
Purpose utilities
7. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, including but not limited to any recitals creating easements or party walls, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument:

Recorded in Docket 4202
Page 428

Thereafter, Amended Declaration of Restrictions recorded in Docket 10417, Page 1274.
8. RIGHTS OF TENANT(S) in the Land, if any, and rights of all parties claiming by, through or under said tenant(s).



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE NOTICES**GOOD FUNDS NOTICE**

Arizona Revised Statutes Section 6-843 $\frac{1}{2}$ regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of a cashier's check, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording/ and/or disbursement may be delayed.

PURCHASER DWELLING ACTIONS NOTICE

Pursuant to Arizona Revised Statutes Section 12-1363.N $\frac{1}{2}$, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363 $\frac{1}{2}$. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, constructions, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: www.azleg.state.az.us/ars/ars.htm.

RECORDING NOTICE

Pursuant to Arizona Revised Statutes Section 11-480 $\frac{1}{2}$, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

Print must be ten-point type (pica) or larger.

Margins of at least one-half inch along the left and right sides and one-half inch across the bottom and at least two inches on top for recording and return address information.

Each instrument shall be no larger than 8 1/2 inches in width and 14 inches in length.

LAND DIVISION NOTICE

Notice is hereby given that the company has not made a determination whether or not the proposed transaction is subject to the provisions of Arizona Revised Statutes 33-422 $\frac{1}{2}$ entitled "Land Divisions; Recording; Disclosure Affidavit", and Arizona Revised Statutes 11-809 $\frac{1}{2}$ entitled "Review of Land Divisions; Definitions". The company assumes no liability with respect to these matters.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

This is to give notice that Title Security Agency of Arizona (including Magnus Title Agency, a division thereof) ("Title Security") is an Arizona corporation which is affiliated with and has business relationships with Long Title Agency, LLC ("Long Title"), Catalina Title Agency, LLC ("Catalina Title"), Landmark Title Assurance Agency, LLC ("Landmark Title"), Asset Title Agency, LLC (Asset Title), Infinity Title Agency LLC (Infinity Title/ITA), Title West Agency LLC, (Title West), Millennium Title Agency, LLC (Millennium Title/MTA) and CRE Title Agency, LLC to provide title services. Title Security also has business relationships with First American Title Insurance Company, Title Resources Guaranty Company, and Old Republic National Title Insurance Company, which underwrite the policies issued by Title Security. Because of these relationships, this referral may provide Title Security with a financial or other benefit.

You are not required to use Title Security, Long Title, Catalina Title, Landmark Title, Asset Title, Infinity Title, Title West, Millennium Title, CRE Title Agency, First American Title Insurance Company, Title Resources Guaranty Company or Old Republic National Title Insurance Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.

10/28/2011 01:32PM SJX6

ORDER SEARCH RESULTS

PAGE 1 OF 1

ORDER: 04021858

TOF:

COMMENT:

SEARCH PARAMETERS

PARCEL: 502-70-234A

(PERMIT DATEDOWNS)

PARCEL:	502-70-234A	4
OWNER:	CALDERONE PHILIP /LINDA	INSTRUMENT 1996 119646
SITUS:	20001 W COLTER ST LP	REC DATE 03/03/1996
MAIL:	20001 W COLTER	
	LITCHFIELD PARK, AZ 85340	
PLAT:	89- 38	LGT 236
LEGAL:	BEAUTIFUL ARIZONA ESTATES SUB MCR 99/98 LGT 236	

CURRENT TAXES						INFORMATION THROUGH 10/4/2011
	LAND	IMPR	EXEMPT	RATE	AREA	SPECIAL DISTRICTS
PRIMARY	18,780	0	0	6.3069	790005	11516 30002
SECONDARY	3,750	15,080	0	6.1391		
2011 TOTAL TAX BILLED				2,077.66		
2011	TAX AMT	TAX DUE	INTEREST	DATE PAID	TOTAL DUE	
FIRST HALF	1,088.83	0.00	0.00	10/20/2011	0.00	
SECOND HALF	1,088.83	1,088.83	0.00		1,088.83	
TOTAL CURRENT TAXES DUE 10/11			1,088.83			
			11/11	1,088.83	(ESTIMATED)	

BACK TAXES	INFORMATION THROUGH 10/4/2011
NO BACK TAXES	
ASSESSMENTS	
NO ASSESSMENTS	

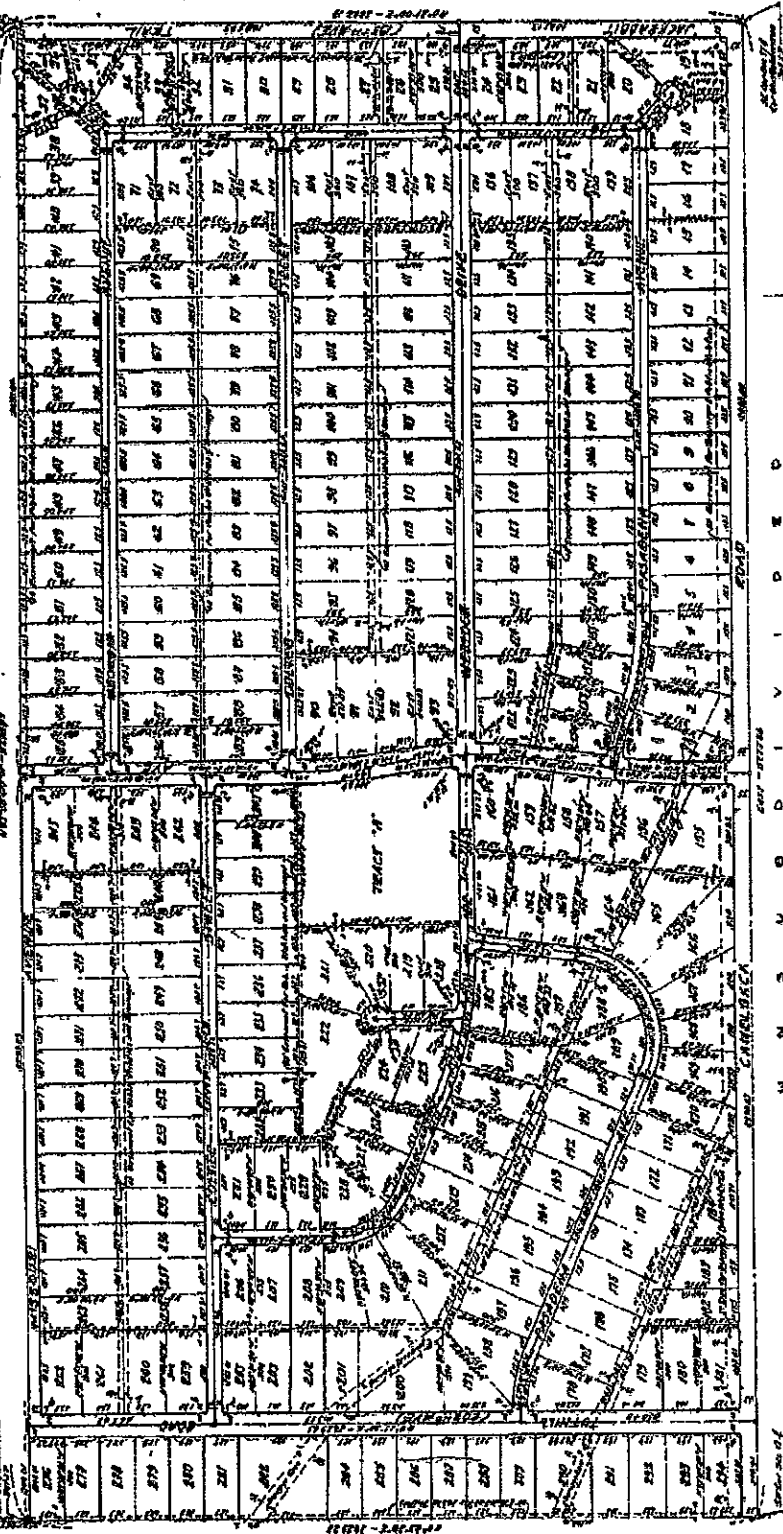
CONDITIONS, DISCLAIMERS AND EXCLUSIONS

This Tax Certificate/Tax Order Report does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this Tax Certificate/Tax Order Report to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this Tax Certificate/Tax Order Report; (b) cover any changes made to the records of the taxing authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid tax information shown on the records of the taxing authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS TAX CERTIFICATE/TAX ORDER REPORT OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a Tax Certificate/Tax Order Report is required to activate a Data Trace Customer Warranty.

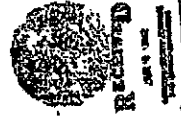
END SEARCH

99-38



BEAUTIFUL ARIZONA ESTATES SUBDIVISION

A SUBDIVISION OF THE
S1/2, SECTION 12, T2N. R2W, S8SR&M,
MARICOPA COUNTY, ARIZONA
SPARKLING ENGINEERING CO
SCALE 1"=600'



RECORDED
JAN 4 1966
MARICOPA COUNTY

5-4523

6. 10000

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

This is to certify that the foregoing is a true and correct copy of the original as the same appears of record in the office of the Maricopa County Recorder.

SPARKLING ENGINEERING CO
MARICOPA COUNTY
RECORDED
JAN 4 1966

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

SPARKLING ENGINEERING CO
MARICOPA COUNTY
RECORDED
JAN 4 1966

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

SPARKLING ENGINEERING CO
MARICOPA COUNTY
RECORDED
JAN 4 1966





Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

EXH. NO. <u>1077</u>
<u>9-13-19</u>
Kelly S. Oglesby CR 50178

File No.: **02-04021288**

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

ISSUED BY


Magnus Title Agency
as agent for First American Title Insurance Company

(This Commitment is valid only when Schedules A and B are attached)

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> >.

 First American Title	Commitment for Title Insurance BY First American Title Insurance Company
Schedule A	

File No.: 02-04021288

1. Effective Date: **09/26/2011**
2. Policy or Policies to be issued: Amount
 - a. **ALTA Homeowner's Policy (1-1-08)** **\$147,500.00**
 Proposed Insured:
Patrick T. Brummett and Patsy L. Brummett, husband and wife
 - b. **ALTA 2006 Extended Loan Policy** **\$61,500.00**
 Proposed Insured:
Wells Fargo Home Mortgage
 - c. **None** **\$**
 Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is
A FEE
4. Title to the estate or interest in the land is at the Effective Date vested in:
Easy Investments LLC, an Arizona limited liability company
5. The land referred to in this Commitment is described as follows:
See Exhibit A attached hereto and made a part hereof.


Countersigned:



By: _____
 Authorized Officer or Agent

Note: Please direct all inquiries and correspondence to
Debble Pihl
Magnus Title Agency
6991 E Camelback Rd, Ste C100
Scottsdale, AZ 85251
Phone: (480) 682-0200


Magnus Title Agency, issuing agent for First American
 Title Insurance Company
 By: Andrew Platt/AP /ap
 Title Department

 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <i>First American Title</i> </div>	Commitment for Title Insurance
Exhibit A	BY First American Title Insurance Company

File No.: 02-04021288

LEGAL DESCRIPTION

Lot 50 of ADOBE HILLS OF MESA, according to the plat of record in the office of the County recorder of Maricopa County, Arizona, in Book 511 of Maps, page 45.

 First American Title	Commitment for Title Insurance
Schedule BI	BY First American Title Insurance Company

File No.: 02-04021288

REQUIREMENTS

The following requirements must be satisfied:

- (a) Payment of the necessary consideration for the estate or interest to be insured.
- (b) Pay all premiums, fees and charges for the policy.
- (c) Documents creating the estate or interest to be insured, must be properly executed, delivered and recorded.
- (d) Payment of all taxes and/or assessments levied against the subject premises which are due and payable.

1. PAY First Half of 2011 taxes.

2. FURNISH the Company with a completed Owner's Affidavit signed by the Seller(s). The right is reserved to make additional requirements and/or exceptions based upon the information provided.

3. PROPER showing that all assessments levied by the owners association referred to below have been paid.

Adobe Hills Homeowners Association

Notice of Contact Information recorded as Document No. 2009-0100051

4. RECORD Release and Reconveyance of Deed of Trust:

Amount	\$108,000.00
Dated	September 1, 2011
Recorded	September 1, 2011
Document No.	2011-0734272
Trustor	Easy Investments, LLC
Trustee	Not Set Out
Beneficiary	Active Funding Group, LLC, an Arizona limited liability company

5. RECORD Release of Mortgage:

Amount	\$105,000.00
Dated	September 2, 2011
Recorded	September 2, 2011
Document No.	2011-0735915
Mortgagor	Easy Investments, LLC
Mortgagee	DenSco Investment Corporation

SCHEDULE BI **(Continued)**

6. RECORD Release and Reconveyance of Deed of Trust:

Amount	\$105,000.00
Dated	September 2, 2011
Recorded	September 16, 2011
Document No.	2011-0770196
Trustor	Easy Investments LLC
Trustee	Quality Loan Service Corp.
Beneficiary	DenSco Investment Corporation, an Arizona corporation

7. RECORD Release and Reconveyance of Deed of Trust:

Amount	\$108,000.00
Dated	September 1, 2011
Recorded	September 16, 2011
Document No.	2011-0771052
Trustor	Easy Investments LLC
Trustee	Rex C. Anderson, Esq.
Beneficiary	Active Funding Group, LLC, an Arizona limited liability company

THE BENEFICIAL INTEREST under said Deed of Trust was assigned by instrument:

Recorded	September 16, 2011
Document No.	2011-0771891
Assignee	Wilford M. Farnsworth, III

8. RECORD Deed from Easy Investments LLC, an Arizona limited liability company to Patrick T. Brummett and Patsy L. Brummett, husband and wife.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

NOTE:

THIS COMPANY has on file a copy of the Operating Agreement of the limited liability company named below, authorizing the persons listed below (with member/manager designation) to execute and deliver all instruments required to consummate this transaction:

Limited Liability Company	Easy Investments LLC, an Arizona limited liability company
Person and designation	Yomtov S. Menaged, managing member

9. RECORD Deed of Trust to be insured.

TAX NOTE:

Year	2011
Parcel No.	218-09-077
Total Tax	\$1,226.52
First Half	\$613.26
Second Half	\$613.26

SCHEDULE BI
(Continued)

NOTE: The only conveyance(s) affecting said land recorded within 24 months of the date of this commitment is (are) as follows.

Trustee's Deed recorded September 15, 2011 as Document No. 2011-0767165; Grantor: Quality Loan Service Corporation;
Grantee: Easy Investments LLC.

NOTE: THE OWNER'S POLICY OF TITLE INSURANCE COMMITTED TO BE ISSUED WILL CONTAIN DEDUCTIBLE AMOUNTS AND LIABILITY LIMITS RELATIVE TO CERTAIN COVERED RISKS AS FOLLOWS:


COVERED RISK 16 (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.

COVERED RISK 18 (Building Permits) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

COVERED RISK 19 (Zoning) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.

COVERED RISK 21 (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.

LENDER'S NOTE: There is located on said land a single family residence located in a Planned Unit Development
 purportedly known as
 7604 E Covina St, Mesa, AZ 85207

 First American Title	Commitment for Title Insurance BY First American Title Insurance Company
Schedule BII	

File No.: 02-04021288

EXCEPTIONS

Printed exceptions and exclusions from coverage are contained in the policy or policies to be issued. Copies of the policy forms should be read. They are available from the office that issued this commitment.

1. RESERVATIONS or exceptions in Patents or in Acts authorizing the issuance thereof.
2. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
3. OBLIGATIONS imposed upon said land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes, excluding however Municipal or County Improvement Districts.
4. LIABILITIES AND OBLIGATIONS imposed upon said land by reason of its inclusion within the following named District:

Adobe Hills of Mesa Homeowners Association
5. LIABILITIES AND OBLIGATIONS imposed upon said land by reason of its inclusion within the following named District:

Roosevelt Water Conservation District
6. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:

Second Half of 2011

ANY ACTION by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
7. EASEMENTS, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision, recorded in Book 511 of Maps, page 45.
8. EASEMENT and rights incident thereto, as set forth in instrument:

Recorded in Document No. 2000-0094231
Purpose underground power
9. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin contained in instrument:

Recorded in Document No. 98-0928227

SCHEDULE BII
(Continued)

10. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin contained in instrument:

Recorded in Document No. 99-0858613

11. RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, including but not limited to any recitals creating easements, liabilities, obligations or party walls, omitting, if any, from the above, any restrictions based on race, color, religion sex, handicap, familial status or national origin contained in instrument:

Recorded in Document No. 99-0880082

Thereafter, First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements recorded in Document No. 2000-0307338.

12. ANY ACTION that may be taken by the Flood Control District of Maricopa County to acquire property or rights of way for flood control as disclosed by Resolution

Recorded in Docket 12113
Page 714

13. AGREEMENT according to the terms and conditions contained therein:

Purpose Natural Gas Systems Facilities
Document No. 99-858612

14. RIGHTS OF TENANT(S) in the Land, if any, and rights of all parties claiming by, through or under said tenant(s).



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

DISCLOSURE NOTICES

GOOD FUNDS NOTICE

Arizona Revised Statutes Section 6-843 $\frac{1}{2}$ regulates the disbursement of escrow funds by an escrow agent. The law requires that funds be deposited in the escrow agent's escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company in the form of a cashier's check, certified checks or teller's checks, or checks which are made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution, may be disbursed the same day as deposited. If funds are deposited with the Company by other methods, recording/ and/or disbursement may be delayed.

PURCHASER DWELLING ACTIONS NOTICE

Pursuant to Arizona Revised Statutes Section 12-1363.N $\frac{1}{2}$, notice is hereby provided to the purchaser of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363 $\frac{1}{2}$. These statutory sections set forth the requirements to be met by a purchaser prior to bringing an action against the seller of a dwelling arising out of or related to the design, constructions, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections can be viewed on the Arizona State Legislature's web site: www.azleg.state.az.us/ars/ars.htm.

RECORDING NOTICE

Pursuant to Arizona Revised Statutes Section 11-480 $\frac{1}{2}$, effective January 1, 1991, the County Recorder may not accept documents for recording that do not comply with the following:

Print must be ten-point type (pica) or larger.

Margins of at least one-half inch along the left and right sides and one-half inch across the bottom and at least two inches on top for recording and return address information.

Each instrument shall be no larger than 8 1/2 inches in width and 14 inches in length.

LAND DIVISION NOTICE

Notice is hereby given that the company has not made a determination whether or not the proposed transaction is subject to the provisions of Arizona Revised Statutes 33-422 $\frac{1}{2}$ entitled "Land Divisions; Recording; Disclosure Affidavit", and Arizona Revised Statutes 11-809 $\frac{1}{2}$ entitled "Review of Land Divisions; Definitions". The company assumes no liability with respect to these matters.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

This is to give notice that Title Security Agency of Arizona (including Magnus Title Agency, a division thereof) ("Title Security") is an Arizona corporation which is affiliated with and has business relationships with Long Title Agency, LLC ("Long Title"), Catalina Title Agency, LLC ("Catalina Title"), Landmark Title Assurance Agency, LLC ("Landmark Title"), Asset Title Agency, LLC (Asset Title), Infinity Title Agency LLC (Infinity Title/ITA), Title West Agency LLC, (Title West), Millennium Title Agency, LLC (Millennium Title/MTA) and CRE Title Agency, LLC to provide title services. Title Security also has business relationships with First American Title Insurance Company, Title Resources Guaranty Company, and Old Republic National Title Insurance Company, which underwrite the policies issued by Title Security. Because of these relationships, this referral may provide Title Security with a financial or other benefit.

You are not required to use Title Security, Long Title, Catalina Title, Landmark Title, Asset Title, Infinity Title, Title West, Millennium Title, CRE Title Agency, First American Title Insurance Company, Title Resources Guaranty Company or Old Republic National Title Insurance Company, as part of the real estate transaction for this subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

The rates for escrow agencies that are also title insurers or title insurance agents are filed with the Arizona Department of Financial Institutions and the escrow agency may not deviate from those filed rates. Title insurance rates are filed with the Arizona Department of Insurance by each title insurer, and the rates are the same for all title insurance issuing agents for each particular insurer. The premium you are charged for your title insurance policy is based upon the purchase price for the property you are purchasing. You may request to review the title insurance rate card which establishes the premium amount from the escrow agent handling your transaction.

MAGNUS TITLE AGENCY, TSP, ANPL**MARICOPA, AZ**

10/03/2011 12:36PM SJX6

ORDER SEARCH RESULTS**PAGE 1 OF 1****ORDER: 04021288****TOF:****COMMENT:****SEARCH PARAMETERS****PARCEL: 218-09-077****(PERMIT DATEDOWNS)****PARCEL: 218-09-077 2**

OWNER: GOMEZ RAFAEL ARMANDO
SITUS: 7604 E COVINA ST ME
MAIL: 1844 S HASTER ST SPACE 153
ANAHEIM, CA 92802
PLAT: 511 - 45 LOT 50
LEGAL: ADOBE HILLS OF MESA MCR 511-45

INSTRUMENT **REC DATE**
2004 224710 03/04/2004

CURRENT TAXES**INFORMATION THROUGH 09/23/2011**

	LAND	IMPR	EXEMPT	RATE	AREA	SPECIAL DISTRICTS
PRIMARY	13,350	0	0	7.0185	041008	12720 30001
SECONDARY	2,670	10,680	0	3.5854		
2011 TOTAL TAX BILLED				1,226.52		

	TAX AMT	TAX DUE	INTEREST	DATE PAID	TOTAL DUE
2011 FIRST HALF	613.26	613.26	0.00		613.26
2011 SECOND HALF	613.26	613.26	0.00		613.26
TOTAL CURRENT TAXES DUE 10/11			1,226.52		
		11/11	1,234.70	(ESTIMATED)	

BACK TAXES**INFORMATION THROUGH 09/23/2011****NO BACK TAXES****ASSESSMENTS****NO ASSESSMENTS****CONDITIONS, DISCLAIMERS AND EXCLUSIONS**

This Tax Certificate/Tax Order Report does not constitute a report on or certification of: (1) mineral (productive and/or non-productive) taxes or leases; (2) personal property taxes; or (3) other non ad valorem taxes (such as paving liens, stand-by charges or maintenance assessments).

Data Trace Information Services LLC ("Data Trace") may have warranted the accuracy of this Tax Certificate/Tax Order Report to its customer (the "Data Trace Customer") pursuant to the terms and conditions of a written tax service agreement between Data Trace and said Data Trace Customer (the "Tax Service Agreement"). Any such warranty (hereinafter, "Data Trace Customer Warranty") does not: (a) extend to a third party bearer of this Tax Certificate/Tax Order Report; (b) cover any changes made to the records of the taxing authority after the "payments as of," "paid," or "payment" dates delineated above; and (c) cover any invalid tax information shown on the records of the taxing authority or resulting from an error by the Data Trace Customer (including, without limitation, submission of incorrect property information by said Data Trace Customer). DATA TRACE MAKES NO WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THIS TAX CERTIFICATE/TAX ORDER REPORT OTHER THAN (WHERE APPLICABLE) THE DATA TRACE CUSTOMER WARRANTY. Any and all claims under a Data Trace Customer Warranty must be submitted to Data Trace by the corresponding Data Trace Customer and are subject to the terms and conditions set forth in the pertinent Tax Service Agreement (including, without limitation, the filing deadlines applicable to such claims). In some jurisdictions Data Trace's validation of a Tax Certificate/Tax Order Report is required to activate a Data Trace Customer Warranty.

END SEARCH

CH_REC_MEN_0001841

FINAL PLAT FOR ADOBE HILLS OF MESA

A SUBDIVISION OF A PORTION OF THE NW 1/4, SW 1/4 OF SECTION 17,
T.1 N., R.7 E., Q.5 S. R. 6 N., MARICOPA COUNTY, ARIZONA.

DEDICATION

WE, THE PLATTEES, HEREBY DEDICATE TO THE PUBLIC, FOR THE USE AND BENEFIT OF THE CITY OF MESA, ARIZONA, THE FOLLOWING: A PORTION OF THE NW 1/4, SW 1/4 OF SECTION 17, T.1 N., R.7 E., Q.5 S. R. 6 N., MARICOPA COUNTY, ARIZONA, TO BE KNOWN AS THE "ADOBE HILLS OF MESA" TRACT, AND TO BE USED AS A PARK, RECREATION AND AMUSEMENT AREA. THE PLATTEES HEREBY WARRANT AND GUARANTEE THAT THE DEDICATED AREA IS FREE FROM ALL ENCUMBRANCES, EASEMENTS, RIGHTS OF WAY, AND OTHER INTERESTS, AND THAT THE DEDICATED AREA IS OF SUFFICIENT SIZE AND LOCATION TO BE USED AS A PARK, RECREATION AND AMUSEMENT AREA. THE PLATTEES HEREBY WARRANT AND GUARANTEE THAT THE DEDICATED AREA IS OF SUFFICIENT SIZE AND LOCATION TO BE USED AS A PARK, RECREATION AND AMUSEMENT AREA.

IN WITNESS WHEREOF, THE PLATTEES HAVE HEREUNTO SET THEIR HANDS AND SEALS, AT THE CITY OF MESA, ARIZONA, THIS 15th day of August, 1999.

ACKNOWLEDGEMENT

NOTED & RECORDED
MAR 16 1999
MARICOPA COUNTY, ARIZONA

ALL RIGHTS RESERVED BY THE PLATTEES. NO PART OF THIS PLAT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE PLATTEES.

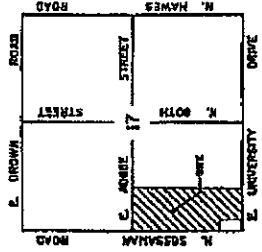
RATIFICATION

THE PLATTEES HEREBY RATIFY AND CONFIRM THE FOREGOING PLAT, AND ALL RIGHTS RESERVED BY THE PLATTEES. NO PART OF THIS PLAT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE PLATTEES.

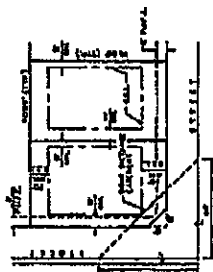
ACKNOWLEDGEMENT

NOTED & RECORDED
MAR 16 1999
MARICOPA COUNTY, ARIZONA

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VICINITY MAP
N.T.S.



TYPICAL LOT SKETCH
NOT TO SCALE

TRACT	AREA	PERCENTAGE	REMARKS
1	1.00	100%	ADOBE HILLS OF MESA TRACT
2	1.00	100%	ADOBE HILLS OF MESA TRACT
3	1.00	100%	ADOBE HILLS OF MESA TRACT
4	1.00	100%	ADOBE HILLS OF MESA TRACT
5	1.00	100%	ADOBE HILLS OF MESA TRACT
6	1.00	100%	ADOBE HILLS OF MESA TRACT
7	1.00	100%	ADOBE HILLS OF MESA TRACT
8	1.00	100%	ADOBE HILLS OF MESA TRACT
9	1.00	100%	ADOBE HILLS OF MESA TRACT
10	1.00	100%	ADOBE HILLS OF MESA TRACT

Clouse Engineering, Inc.
Engineers - Surveyors
1000 N. 10th Street, Suite 100
Mesa, Arizona 85201

APPROVALS

APPROVED BY THE CITY OF MESA, ARIZONA, ON THE 15th DAY OF AUGUST, 1999.
CITY CLERK: [Signature]

APPROVED BY THE PLATTEES, ON THE 15th DAY OF AUGUST, 1999.
PLATTEES: [Signatures]

CERTIFICATION

THIS IS TO CERTIFY THAT THE FOREGOING PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE ACTUAL SITUATION ON THE GROUND, AND THAT THE PLATTEES HAVE COMPLIED WITH ALL APPLICABLE LAWS AND REGULATIONS.

NOTED & RECORDED
MAR 16 1999
MARICOPA COUNTY, ARIZONA

LEGEND

1. LOT BOUNDARIES: SHOWN BY A DASHED LINE.
2. LOT AREA: SHOWN BY A NUMBER IN THE LOT.
3. LOT PERCENTAGE: SHOWN BY A PERCENT SIGN (%).

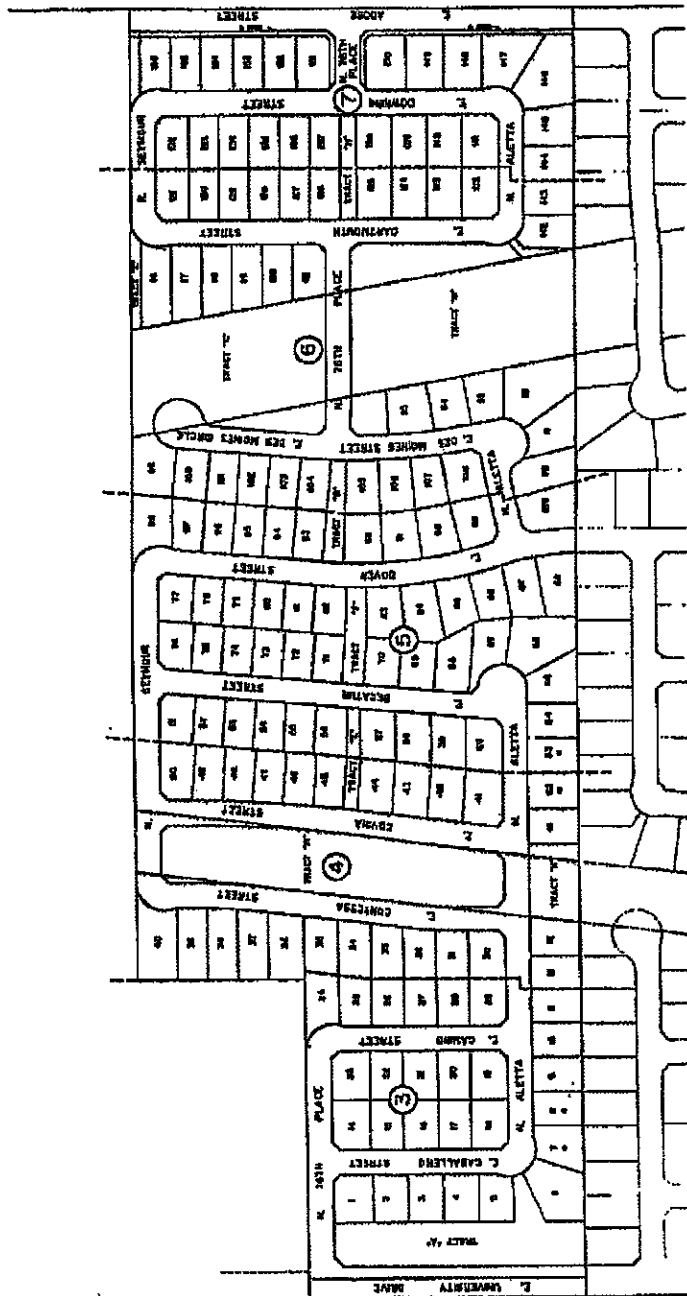
NOTES

ALL LOT BOUNDARIES SHOWN ON THIS PLAT ARE BASED ON A SURVEY CONDUCTED BY THE PLATTEES. THE PLATTEES HEREBY WARRANT AND GUARANTEE THAT THE BOUNDARIES SHOWN ON THIS PLAT ARE TRUE AND CORRECT.

DEVELOPER

CLOUSE ENGINEERING, INC.
1000 N. 10th Street, Suite 100
Mesa, Arizona 85201

JOB NO. 980202
SHEET 1 OF 7
TRACTS: 9
LOTS: 104
GROSS AREA: 48,534.9 AC.



KEY MAP

- INDICATES SHEET NUMBER
- INDICATES MATCH LINE



FINAL PLAY
FOR
ADOBE HILLS OF MESA

511-45

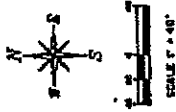
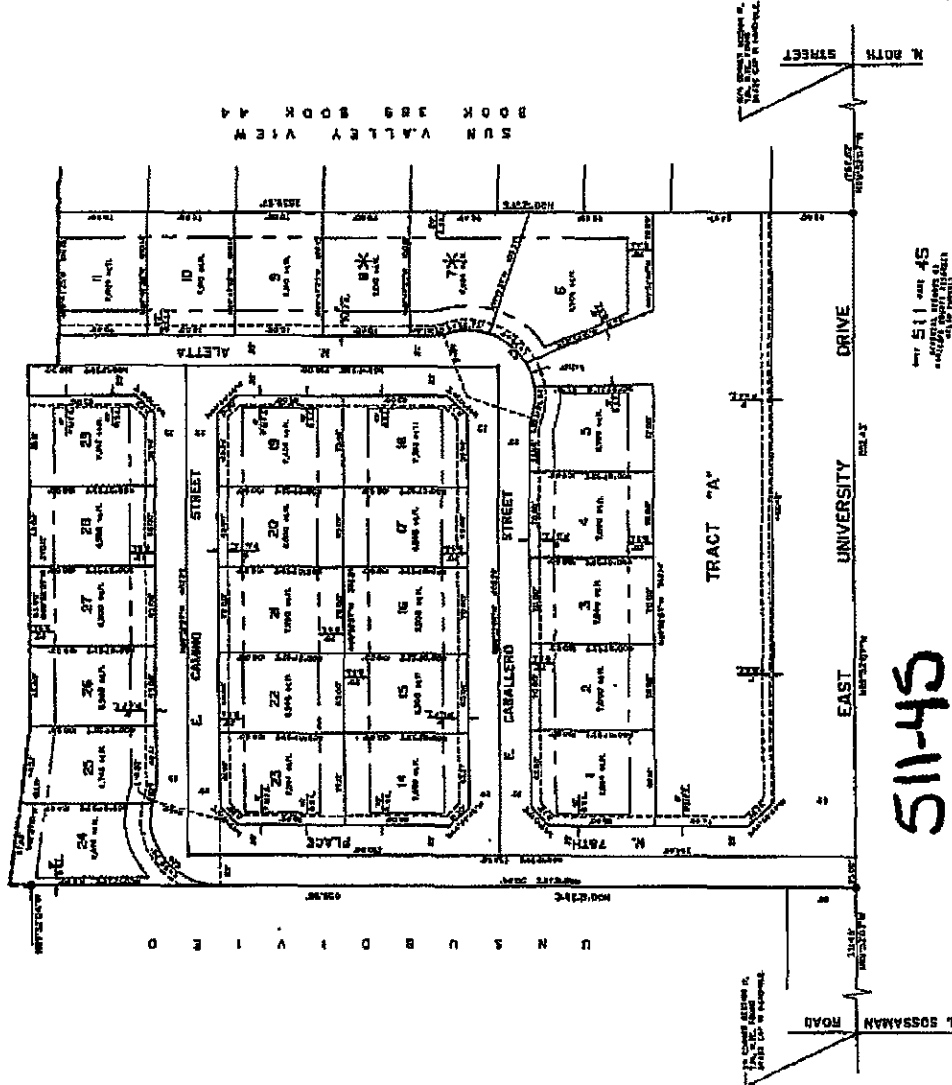


Clouse Engineering, Inc.
ENGINEERS & SURVEYORS
1001 N. 10th Street, Suite 100
Mesa, Arizona 85203

DATE 5/11/04 FOR 45
DRAWN BY J. L. CLOUSE
CHECKED BY J. L. CLOUSE
99-0858611
CITY OF MESA

SHEET 2
OF 7

MATCH TO SHEET 4



• SINGLE STORY

FINAL PLAT FOR ADOBE HILLS OF MESA



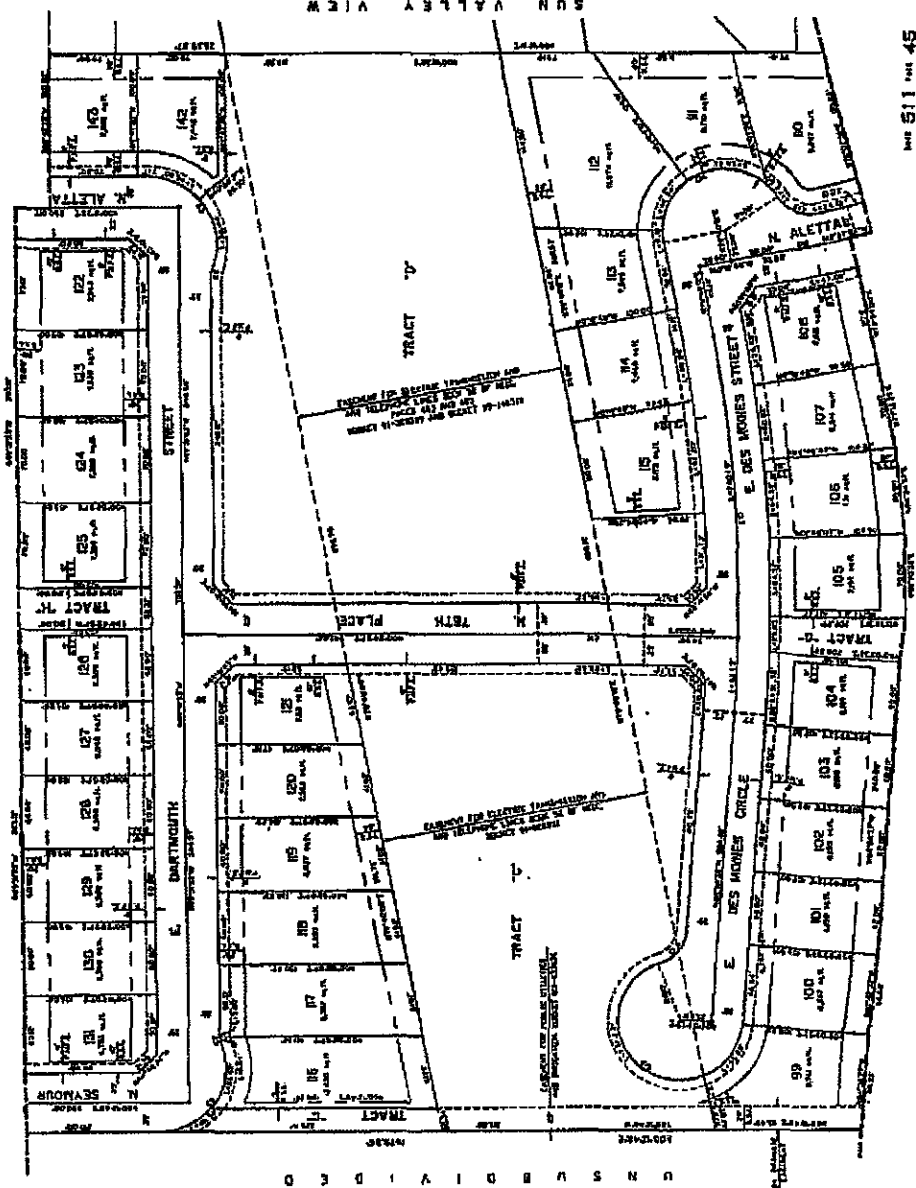
Clouse Engineering, Inc.
ENGINEERS - SURVEYORS
10000 N. 100th Ave., Suite 100
Mesa, AZ 85208
99-0858611

BOOK 389
PAGE 44

511-45
99-0858611



MATCH TO SHEET 7



SUN VALLEY VIEW
BOOK 388 BOOK 44

LOT	AREA	OWNER	REMARKS
99	0.10	CLAYTON	
100	0.10	CLAYTON	
101	0.10	CLAYTON	
102	0.10	CLAYTON	
103	0.10	CLAYTON	
104	0.10	CLAYTON	
105	0.10	CLAYTON	
106	0.10	CLAYTON	
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108	0.10	CLAYTON	

FINAL PLAT FOR ADOBE HILLS OF MESA



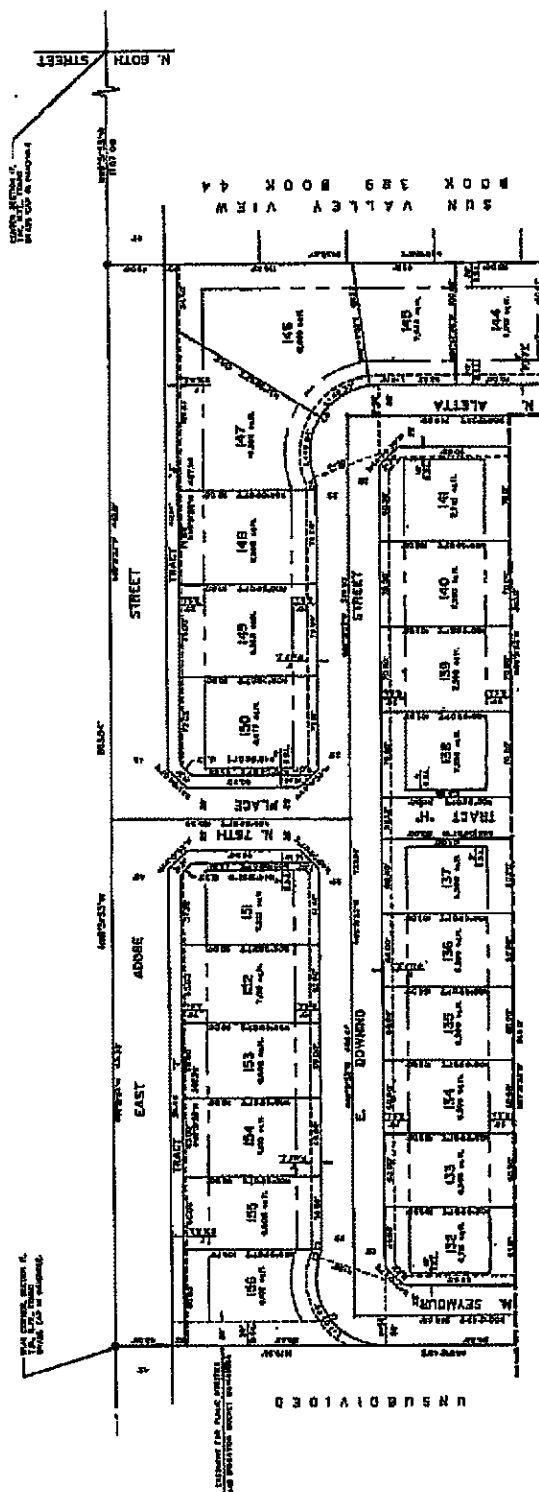
Clouse Engineering, Inc.
ENGINEERS - SURVEYORS
1001 N. GAVIN AVENUE
MESA, ARIZONA 85201



511-45
99-0858611
SHEET 5

MATCH TO SHEET 5

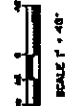
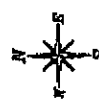
511-45



MATCH TO SHEET 6



ADOBE HILLS OF MESA

[illegible]

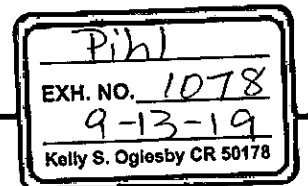
5-15

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MAY 14 1966
01010 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 10

Cloud Engineering, Inc.
DESIGN • DEVELOP • DEPLOY
 800-456-4567 • 303-456-4567
 10000 E. Harvard Ave., Suite 100
 Denver, CO 80231

Message

From: Debbie Pihl [debbie@magnustitle.com]
Sent: 6/4/2013 3:04:26 PM
To: Denny Chittick [dcmoney@yahoo.com]
CC: Veronica Gutierrez [veronicagutierrez@live.com]; Yomtov Menaged [smena98754@aol.com]
Subject: RE: 4745 W Golden



OK they have requested a title insurance policy> Does not make sense I will make contact with Active and see what can be worked out

A business card for Debbie Pihl, Branch Manager. It features a large 'M' logo for Magnus Title Agency. Contact information includes Direct: 480.682.0202, Fax: 480.385.6863, and Mobile: 602.509.4303. Email is debbie@magnustitle.com. Address is 6091 N Campbell Rd, Suite C158, Scottsdale, AZ 85251. A navigation bar at the bottom contains links: Branch Directions, Calendar of Classes, Cost Sheet, Real Estate News, and Documents/Forms.

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From: Denny Chittick [mailto:dcmoney@yahoo.com]
Sent: Monday, June 03, 2013 3:08 PM
To: Debbie Pihl
Cc: Veronica Gutierrez; Yomtov Menaged
Subject: Re: 4745 W Golden

we have had this issue before, AFG hasn't always been best at releasing their position once they are paid off. i think scott is on cruise with his son. perhaps veronica can verify if they were paid off, or you can ask Greg.

thx
dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

From: Debbie Pihl <debbie@magnustitle.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Monday, June 3, 2013 2:58 PM
Subject: RE: 4745 W Golden

Active Funding Group.

Debbie Pihl

Branch Manager



MAGNUS TITLE
AGENCY

Direct: 480.682.0202 • Fax: 480.385.6863 • Mobile: 602.509.4303

Email: debbie@magnustitle.com

6991 E Camelback Rd, Suite C158, Scottsdale, AZ 85251

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From: Denny Chittick [mailto:dcmoney@yahoo.com]

Sent: Monday, June 03, 2013 2:38 PM

To: Debbie Pihl

Subject: Re: 4745 W Golden

no it shouldn't be, should be a first, who's in first?
dc

DenSco Investment Corp

www.denscoinvestment.com/

602-469-3001

602-532-7737 f

From: Debbie Pihl <debbie@magnustitle.com>

To: Denny Chittick <dcmoney@yahoo.com>

Sent: Monday, June 3, 2013 2:31 PM

Subject: RE: 4745 W Golden

OK 2nd position correct?

Debbie Pihl

Branch Manager



MAGNUS TITLE
AGENCY

Direct: 480.682.0202 • Fax: 480.385.6863 • Mobile: 602.509.4303

Email: debbie@magnustitle.com

6991 E Camelback Rd, Suite C158, Scottsdale, AZ 85251

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From: Denny Chittick [mailto:dcmoney@yahoo.com]

Sent: Monday, June 03, 2013 2:18 PM

To: Debbie Pihl



Subject: Re: 4745 W Golden

yes, deed is 2013-0475956

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

From: Debbie Pihl <debbie@magnustitle.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Monday, June 3, 2013 2:02 PM
Subject: 4745 W Golden

Denny in regards to the above u recorded a Mortgage, borrower Easy Investments?. U usually then record a Deed of Trust after that? Do u have a loan on this property?



Debbie Pihl
Branch Manager

Direct: 480.582.0202 • Fax: 480.385.6863 • Mobile: 602.509.4303
Email: debbie@magnustitle.com
699 E Camelback Rd., Suite G150, Scottsdale, AZ 85251

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Message


From: Debbie Pihl [debbie@magnustitle.com]
Sent: 6/4/2013 3:10:53 PM
To: Scott Menaged [smena98754@aol.com]
Subject: RE: 4745 W Golden

Pihl
EXH. NO. 1079
9-13-19
Kelly S. Oglesby CR 50178

Sorry was not trying to alarm Denny. Active has been bugging me for a title policy and in review of the record issuing said would not be possible? Sorry u are having to deal with this while on vacation

Debbie Pihl
Branch Manager

Direct: 480.692.0202 • Fax: 480.385.6863 • Mobile: 602.509.4303
Email: debbie@magnustitle.com
6901 E Camelback Rd., Suite G158, Scottsdale, AZ 85251

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From: Scott Menaged [mailto:smena98754@aol.com]
Sent: Monday, June 03, 2013 3:15 PM
To: Debbie Pihl
Subject: Fwd: 4745 W Golden

Debbie

Please get payoff from active as well

I may have screwed up . Lets not alarm Denny

Sent from my iPhone

Begin forwarded message:

From: Denny Chittick <dcmoney@yahoo.com>
Date: June 3, 2013, 3:07:36 PM PDT
To: Debbie Pihl <debbie@magnustitle.com>
Cc: Veronica Gutierrez <veronicagutierrez@live.com>, Yomtov Menaged <smena98754@aol.com>
Subject: Re: 4745 W Golden
Reply-To: Denny Chittick <dcmoney@yahoo.com>



we have had this issue before, AFG hasn't always been best at releasing their position once they are paid off. i think scott is on cruise with his son. perhaps veronica can verify if they were paid off, or you can ask Greg.

thx
dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

From: Debbie Pihl <debbie@magnustitle.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Monday, June 3, 2013 2:58 PM
Subject: RE: 4745 W Golden

Active Funding Group.



Direct: 480.652.0202 • Fax: 480.385.6863 • Mobile: 602.509.4303
Email: debbie@magnustitle.com
6701 E Camelback Rd., Suite G158, Scottsdale, AZ 85251

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From: Denny Chittick [<mailto:dcmoney@yahoo.com>]
Sent: Monday, June 03, 2013 2:38 PM
To: Debbie Pihl
Subject: Re: 4745 W Golden

no it shouldn't be, should be a first, who's in first?
dc

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From: Debbie Pihl <debbie@magnustitle.com>
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Sent: Monday, June 3, 2013 2:31 PM
Subject: RE: 4745 W Golden

OK 2nd position correct?

Debbie Pihl

Branch Manager



MAGNUS TITLE
AGENCY

Direct: 480.682.0202 • Fax: 480.385.6863 • Mobile: 602.509.4303

Email: debbie@magnustitle.com

6991 E Camelback Rd., Suite G150, Scottsdale, AZ 85251

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From: Denny Chittick [<mailto:dcmoney@yahoo.com>]

Sent: Monday, June 03, 2013 2:18 PM

To: Debbie Pihl

Subject: Re: 4745 W Golden

yes, deed is 2013-0475956

DenSCO Investment Corp

www.denscoinvestment.com/

602-469-3001

602-532-7737 f

From: Debbie Pihl <debbie@magnustitle.com>

To: Denny Chittick <dcmoney@yahoo.com>

Sent: Monday, June 3, 2013 2:02 PM

Subject: 4745 W Golden

Denny in regards to the above u recorded a Mortgage, borrower Easy Investments?. U usually then record a Deed of Trust after that? Do u have a loan on this property?

Debbie Pihl

Branch Manager



MAGNUS TITLE
AGENCY

Direct: 480.682.0202 • Fax: 480.385.6863 • Mobile: 602.509.4303

Email: debbie@magnustitle.com

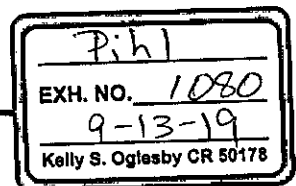
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Message

From: Debbie Pihl [debbie@magnustitle.com]
Sent: 6/4/2013 3:13:01 PM
To: Veronica Gutierrez [veronicagutierrez@live.com]; Scott Menaged [smena98754@aol.com]
Subject: RE: 4745 W Golden



I am truly sorry and will follow the below in the future

Debbie Pihl
Branch Manager

Direct: 460.652.0202 • Fax: 480.386.6963 • Mobile: 602.509.4303
Email: debbie@magnustitle.com
6701 E Camelback Rd., Suite G158, Scottsdale, AZ 85251

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From: Veronica Gutierrez [mailto:veronicagutierrez@live.com]
Sent: Monday, June 03, 2013 3:22 PM
To: Debbie Pihl; Scott Menaged
Subject: RE: 4745 W Golden

Hi Debbie

when we have issues like this ask me first and I can always figure it out the two companies dont really get along and Id rather handle any issues our selves :)

Be unstoppable today!!

Veronica Gutierrez

3030 N Central Ave #603

Phoenix, AZ 85012

1866-594 0087 efax

602-386-8586 cell

Date: Mon, 3 Jun 2013 15:07:36 -0700
From: dcmoney@yahoo.com
Subject: Re: 4745 W Golden
To: debbie@magnustitle.com
CC: veronicagutierrez@live.com; smena98754@aol.com

we have had this issue before, AFG hasn't always been best at releasing their position once they are paid off. i think scott



is on cruise with his son. perhaps veronica can verify if they were paid off, or you can ask Greg.

thx
dc

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602-532-7737 f

From: Debbie Pihl <debbie@magnustitle.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Monday, June 3, 2013 2:58 PM
Subject: RE: 4745 W Golden

Active Funding Group.



Direct: 480.682.0202 • Fax: 480.365.6863 • Mobile: 602.509.4803
Email: debbie@magnustitle.com
6991 E. Camelback Rd., Suite C159, Scottsdale, AZ 85251

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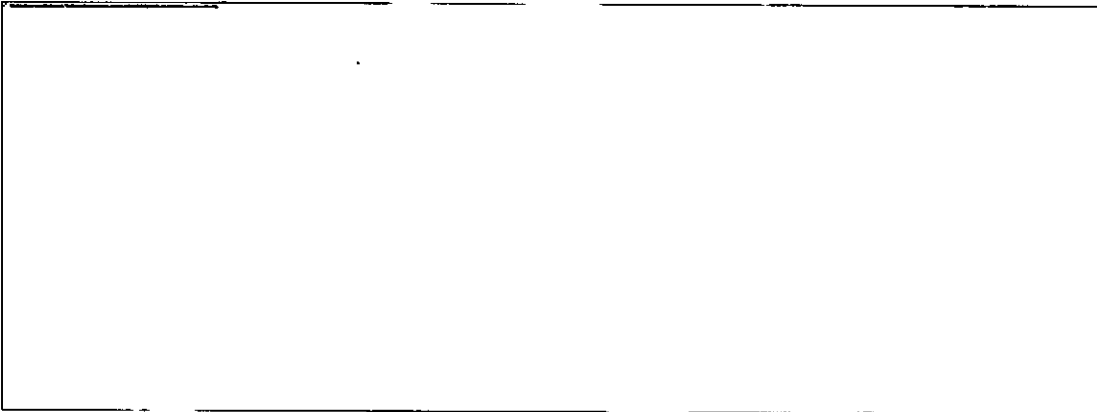
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Sent: Monday, June 03, 2013 2:38 PM
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no it shouldn't be, should be a first, who's in first?
dc

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To: Denny Chittick <dcmoney@yahoo.com>
Sent: Monday, June 3, 2013 2:31 PM
Subject: RE: 4745 W Golden

OK 2nd position correct?



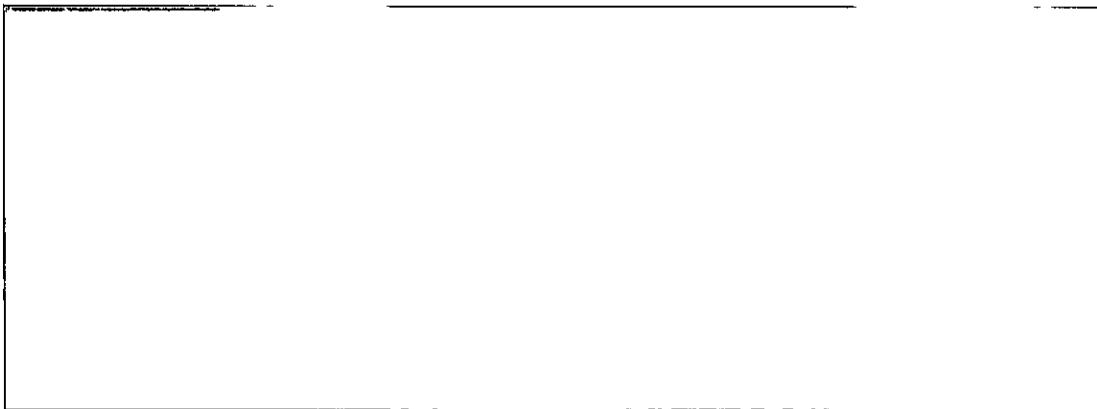
From: Denny Chittick [mailto:dcmoney@yahoo.com]
Sent: Monday, June 03, 2013 2:18 PM
To: Debbie Pihl
Subject: Re: 4745 W Golden

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602-532-7737 f

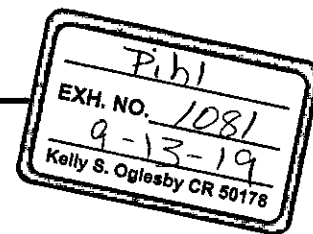
From: Debbie Pihl <debbie@magnustitle.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Monday, June 3, 2013 2:02 PM
Subject: 4745 W Golden

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From: Debbie Pihl [debbie@magnustitle.com]
Sent: 6/4/2013 3:37:26 PM
To: Scott Menaged [smena98754@aol.com]
CC: Veronica Gutierrez [veronicagutierrez@live.com]; Denny [dcmoney@yahoo.com]
Subject: RE: 4745 W Golden



Boy I get it now, as I nor u work with them, therefore when "out of the blue" I got this request I was just trying to figure out what in the world they were doing. Denny we are all good and to ALL apologize for the mix up and confusion. My head is spinning.



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From: Scott Menaged [mailto:smena98754@aol.com]
Sent: Tuesday, June 04, 2013 8:34 AM
To: Debbie Pihl
Cc: Veronica Gutierrez; Denny
Subject: Re: 4745 W Golden

Deb,

Spoke to active and they have screwed up once again!!! They are sending you release now. They are the most screwed up company in the world I think. What they wanted title ins on was something different. Its a prop that had a screwed up title report . they will send you the address. Who knows what they are doing. Sorry for the confusion .

Sent from my iPhone

On Jun 4, 2013, at 8:11 AM, "Debbie Pihl" <debbie@magnustitle.com> wrote:

Thanks they just recorded another Deed of Trust last week and are really pressuring for a title policy but the title is all messed up with numerous Deeds of Trust

<image001.jpg>

From: Veronica Gutierrez [mailto:veronicagutierrez@live.com]
Sent: Monday, June 03, 2013 3:20 PM
To: Denny; Debbie Pihl
Cc: Scott Menaged
Subject: RE: 4745 W Golden

Hi Debbie,
They were paid off, I will work on this thank you!

Be unstoppable today!!

Veronica Gutierrez

3030 N Central Ave #603

Phoenix, AZ 85012

1866-594 0087 efax

602-386-8586 cell

Date: Mon, 3 Jun 2013 15:07:36 -0700

From: dcmoney@yahoo.com

Subject: Re: 4745 W Golden

To: debbie@magnustitle.com

CC: veronicagutierrez@live.com; smena98754@aol.com

we have had this issue before, AFG hasn't always been best at releasing their position once they are paid off. i think scott is on cruise with his son. perhaps veronica can verify if they were paid off, or you can ask Greg.

thx
dc

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

From: Debbie Pihl <debbie@magnustitle.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Monday, June 3, 2013 2:58 PM
Subject: RE: 4745 W Golden

Active Funding Group.

<image001.jpg>

From: Denny Chittick [<mailto:dcmoney@yahoo.com>]
Sent: Monday, June 03, 2013 2:38 PM
To: Debbie Pihl
Subject: Re: 4745 W Golden

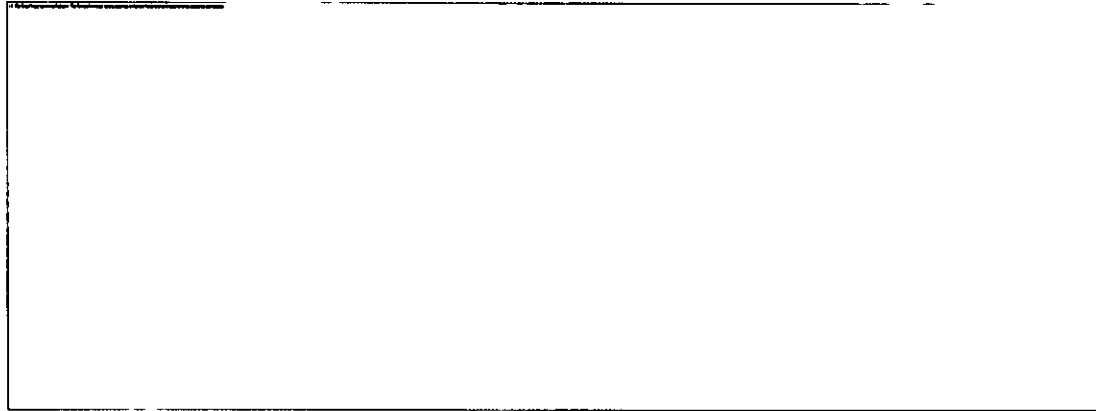
no it shouldn't be, should be a first, who's in first?

dc

DenSco Investment Corp
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602-469-3001
602-532-7737 f

From: Debbie Pihl <debbie@magnustitle.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Monday, June 3, 2013 2:31 PM
Subject: RE: 4745 W Golden

OK 2nd position correct?



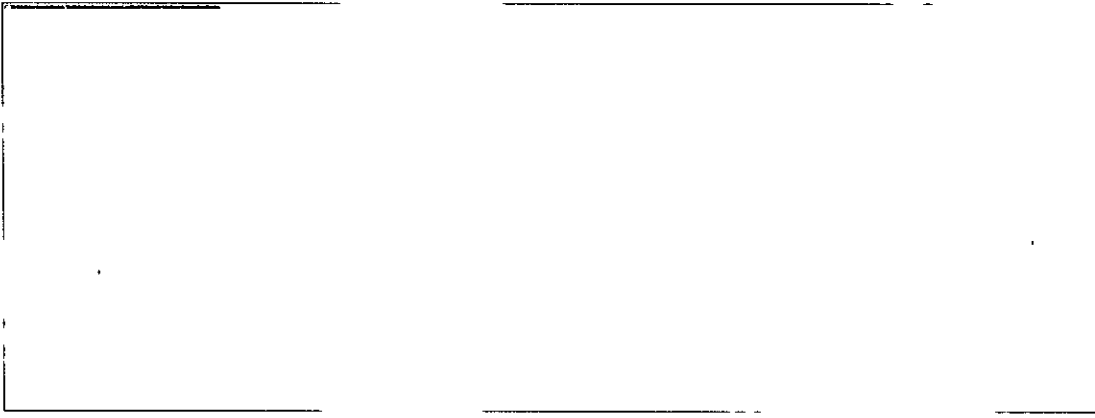
From: Denny Chittick [<mailto:dcmoney@yahoo.com>]
Sent: Monday, June 03, 2013 2:18 PM
To: Debbie Pihl
Subject: Re: 4745 W Golden

yes, deed is 2013-0475956

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

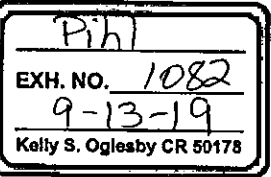
From: Debbie Pihl <debbie@magnustitle.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Monday, June 3, 2013 2:02 PM
Subject: 4745 W Golden

Denny in regards to the above u recorded a Mortgage, borrower Easy Investments?. U usually then record a Deed of Trust after that? Do u have a loan on this property?



Message

From: Debbie Pihl [debbie@magnustitle.com]
Sent: 6/4/2013 3:56:33 PM
To: Scott Menaged [smena98754@aol.com]; Veronica Gutierrez [veronicagutierrez@live.com]
Subject: FW: 4745 W Golden



See below I am pretty sure we are good. So SORRY never make that mistake again

Debbie Pihl
Branch Manager

Direct: 460.682.0202 • Fax: 460.385.6963 • Mobile: 602.509.4303
Email: debbie@magnustitle.com
6091 E Camelback Rd, Suite C156, Scottsdale, AZ 85251

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From: Denny Chittick [mailto:dcmoney@yahoo.com]
Sent: Tuesday, June 04, 2013 8:43 AM
To: Debbie Pihl
Subject: Re: 4745 W Golden

no prob, thx for looking our for me!

DenSco Investment Corp
www.denscoinvestment.com/
602-469-3001
602-532-7737 f

From: Debbie Pihl <debbie@magnustitle.com>
To: Denny Chittick <dcmoney@yahoo.com>
Cc: Scott Menaged <smena98754@aol.com>; Veronica Gutierrez <veronicagutierrez@live.com>
Sent: Tuesday, June 4, 2013 8:39 AM
Subject: RE: 4745 W Golden

Correct it is on its way. My apologies Denny as I not Scott to my knowledge works with Active, but out of no where I had this crazy request and was just trying to figure out what in the heck was going on. It appears the Active D of T was recorded in error. Thanks I will make sure all is cleared up to protect your 1st lien position

Debbie Pihl
Branch Manager



Direct: 480.682.0202 • Fax: 480.385.6863 • Mobile: 602.509.4303

Email: debbie@magnustitle.com

6901 E Camelback Rd., Suite C158, Scottsdale, AZ 85251

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From: Denny Chittick [mailto:dcmoney@yahoo.com]

Sent: Tuesday, June 04, 2013 8:12 AM

To: Debbie Pihl

Subject: Re: 4745 W Golden

scott told me that he's forwarding a release to your office

DenSco Investment Corp

www.denscoinvestment.com/

602-469-3001

602-532-7737 f

From: Debbie Pihl <debbie@magnustitle.com>

To: Denny Chittick <dcmoney@yahoo.com>

Cc: Veronica Gutierrez <veronicagutierrez@live.com>; Yomtov Menaged <smena98754@aol.com>

Sent: Tuesday, June 4, 2013 8:04 AM

Subject: RE: 4745 W Golden

OK they have requested a title insurance policy> Does not make sense I will make contact with Active and see what can be worked out

Debbie Pihl
Branch Manager



Direct: 480.682.0202 • Fax: 480.385.6863 • Mobile: 602.509.4303

Email: debbie@magnustitle.com

6901 E Camelback Rd., Suite C158, Scottsdale, AZ 85251

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From: Denny Chittick [mailto:dcmoney@yahoo.com]

Sent: Monday, June 03, 2013 3:08 PM

To: Debbie Pihl

Cc: Veronica Gutierrez; Yomtov Menaged

Subject: Re: 4745 W Golden

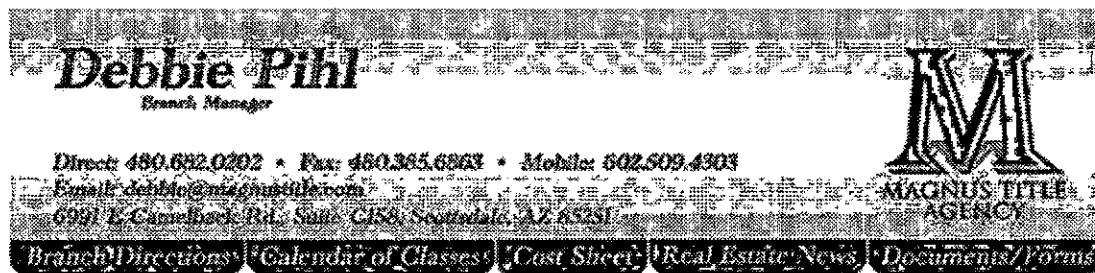
we have had this issue before, AFG hasn't always been best at releasing their position once they are paid off. i think scott is on cruise with his son. perhaps veronica can verify if they were paid off, or you can ask Greg.

thx
dc

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www.denscoinvestment.com/
602-469-3001
602-532-7737 f

From: Debbie Pihl <debbie@magnustitle.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Monday, June 3, 2013 2:58 PM
Subject: RE: 4745 W Golden

Active Funding Group.



Debbie Pihl
Branch Manager

Direct: 480.692.0202 * Fax: 480.365.6863 * Mobile: 602.509.4303
Email: debbie@magnustitle.com
6991 E Camelback Rd., Suite C158, Scottsdale, AZ 85251

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From: Denny Chittick [mailto:dcmoney@yahoo.com]
Sent: Monday, June 03, 2013 2:38 PM
To: Debbie Pihl
Subject: Re: 4745 W Golden

no it shouldn't be, should be a first, who's in first?
dc

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To: Denny Chittick <dcmoney@yahoo.com>

Sent: Monday, June 3, 2013 2:31 PM
Subject: RE: 4745 W Golden

OK 2nd position correct?

Debbie Pihl
Branch Manager

Direct: 480.662.0202 • Fax: 480.385.6963 • Mobile: 602.509.4303
Email: debbie@magnustitle.com
6991 E Camelback Rd., Suite C158, Scottsdale, AZ 85251

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Sent: Monday, June 03, 2013 2:18 PM
To: Debbie Pihl
Subject: Re: 4745 W Golden

yes, deed is 2013-0475956

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602-469-3001
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From: Debbie Pihl <debbie@magnustitle.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Monday, June 3, 2013 2:02 PM
Subject: 4745 W Golden

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Debbie Pihl
Branch Manager

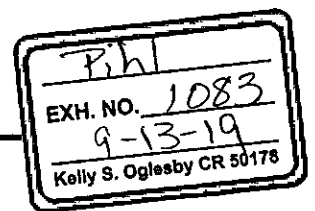
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3



Message

From: Kenny Hieb [kenny.hieb@magnustitle.com]
Sent: 4/14/2014 8:46:01 PM
To: kwes303@yahoo.com; sherrywilson82@gmail.com
CC: Hope Kopp [hopek@cox.net]; Scott Menaged [smena98754@aol.com]; AZFunding@guildmortgage.net
Subject: 4044674-737-KH3-4745 W. Golden Lane-Easy Investments/Gillette
Attachments: PhoenicianOffice@magnustitle.com_20140414_140726.pdf

Importance: High

We are recorded and funded, wires will go out today and checks will go out tomorrow. Copy of find HUD and deed.

Thank You,

Kenny Hieb
Escrow Officer
Magnus Title Agency
6991 E. Camelback Rd., Suite C158
Scottsdale, AZ 85251
Phone 480-682-0200
Direct Fax - 480-682-3316
kenny@magnustitle.com

Website www.magnustitle.com

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-----Original Message-----

From: PhoenicianOffice@magnustitle.com
[mailto:PhoenicianOffice@magnustitle.com]
Sent: Monday, April 14, 2014 2:07 PM
To: Kenny Hieb
Subject: Scanned image from MX-M550N

DEVICE NAME: Not Set
DEVICE MODEL: MX-M550N
LOCATION: Not Set

FILE FORMAT: PDF MMR(G4)
RESOLUTION: 300dpi x 300dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader4.0 or later version, or Adobe(R)Reader(TM) of Adobe Systems Incorporated to view the document.
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<http://www.adobe.com/>

**A. Settlement Statement (HUD-1)**

Magnus Title Agency
6991 E Camelback Rd, Ste C158
Scottsdale, AZ 85251

OMB Approval No. 2502-0265

FINAL

B. Type of Loan

1. ☒ FHA 2. ☐ RHS 3. ☐ Conv. Unins. 6. File Number: 0404674-737 KH3 7. Loan Number: 248-2001156 8. Mortgage Insurance Case Number: 023-5642851-703
4. ☐ VA 5. ☐ Conv. Ins.

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name of Borrower: Kirk Gillette

Address of Borrower: 3729 W. Wagoner Rd.
Glendale, AZ 85308

E. Name of Seller: Easy Investments, LLC

Address of Seller: 7320 W. Bell Rd.
Glendale, AZ 85308

F. Name of Lender: Guild Mortgage Company
Address of Lender: 2151 E Broadway Road, #204 Tempe, AZ 85282

Certified to be a True and Correct
Copy of the Original
Magnus Title Agency

G. Property Location: 4745 W. Golden Lane,
Glendale, AZ 85302
Maricopa 148-30-001
Lot(s) 1, of Windstream 1, Map Book 378, Map Page 8

H. Settlement Agent: Magnus Title Agency (480) 682-0200
6991 E Camelback Rd, Ste C158, Scottsdale, AZ 85251
Place of Settlement: Magnus Title Agency (480) 682-0200
6991 E Camelback Rd Ste C158, Scottsdale, AZ 85251

I. Settlement Date: 04/12/2014 Proration Date: 04/14/2014 Funding Date: 04/14/2014 Disburse Date: 04/14/2014 Signing Date: 04/12/2014

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	103,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	9,110.50
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes to	
107. County taxes to	
108. Assessments 04/14/2014 to 05/01/2014	103.40
109.	
110.	
111.	
112.	
113.	
114.	
115.	
120. Gross Amount Due from Borrower	112,213.90
200. Amounts Paid by or in Behalf of Borrower	
201. Deposit or earnest money	1,000.00
202. Principal amount of new loan(s)	101,134.00
203. Existing loan(s) taken subject to	
204. Buyers Closing Funds	888.19
205.	
206.	
207. Seller Paid Owners Policy	823.00
208. Seller Paid Loan Charges	3,105.00
209. Phoenix/IDA Home In Five	6,056.70
Adjustments for items unpaid by seller	
210. City/town taxes 01/01/2014 to 04/14/2014	207.01
211. County taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	112,213.90
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	112,213.90
302. Less amounts paid by/for borrower (line 220)	112,213.90
303. Cash <input type="checkbox"/> From <input type="checkbox"/> To Borrower	0.00

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	103,000.00
402. Personal property	
403. Sellers Closing Funds	63,805.73
404. Sellers Closing Funds	343.45
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes to	
407. County taxes to	
408. Assessments 04/14/2014 to 05/01/2014	103.40
409.	
410.	
411.	
412.	
413.	
414.	
415.	
420. Gross Amount Due to Seller	167,252.58
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	19,194.67
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan to Active Funding Group	55,404.20
505. Payoff of second mortgage loan to DENSCO Investment Corporation	88,518.70
506.	
507. Seller Paid Owners Policy	823.00
508. Seller Paid Loan Charges	3,105.00
509.	
Adjustments for items unpaid by seller	
510. City/town taxes 01/01/2014 to 04/14/2014	207.01
511. County taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	167,252.58
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	167,252.58
602. Less reductions in amount due seller (line 520)	167,252.58
603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	0.00

1 Settlement Charges				
700. Total Real Estate Broker Fees			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) follows:				
701. \$ 1,545.00	to Quality Realty			
702. \$ 2,575.00	to HomeSmart			
703. Commission paid at settlement				4,120.00
704.				
800. Items Payable in Connection with Loan				
801. Our origination charge	\$ 2,250.90	(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	\$ 1,011.34	(from GFE #2)		
803. Your adjusted origination charges		(from GFE A)	3,262.24	
804. Appraisal fee to WAYNE M GALLO		(from GFE #3) (POCB \$425.00)		
805. Credit report to INFORMATIVE RESEARCH		(from GFE #3)	73.05	
806. Tax service to FIRST AMERICAN RE TAX SERVICE		(from GFE #3)	85.00	
807. Flood certification to INFORMATIVE RESEARCH		(from GFE #3)	8.50	
808.				
900. Items Required by Lender to Be Paid in Advance				
901. Daily interest charges from 04/14/2014 to 05/01/2014 @ \$13.16 / day		(from GFE #10)	223.72	
902. Mortgage insurance premium for months to HUD		(from GFE #3)	1,739.41	
903. Homeowner's insurance for 1 years to Stillwater Insurance Co		(from GFE #11)	419.00	
904.				
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account	(from GFE #9)		98.08	
1002. Homeowner's insurance 2 months @ \$34.9200 / month	\$ 69.84			
1003. Mortgage insurance 0 months @ \$111.0400 / month	\$ 0.00			
1004. Property taxes 3 months @ \$63.1600 / month	\$ 189.48			
1005. months @ / month	\$			
1006. months @ / month	\$			
1007. Aggregate adjustment	(161.24)			
1100. Title Charges				
1101. Title services and lender's title insurance	(from GFE #4)		1,243.50	
1102. Settlement or closing fee to Magnus Title Agency	\$ 607.50			637.50
1103. Owner's title insurance to Magnus Title Agency	\$ 823.00	(from GFE #5)	823.00	
1104. Lender's title insurance to Magnus Title Agency	\$ 636.00			
1105. Lender's title policy limit \$101,134				
1106. Owner's title policy limit \$103,000				
1107. Agent's portion of the total title insurance premium to Magnus Title Agency	\$ 1,291.21			
1108. Underwriter's portion of the total title insurance premium to First American Title Insurance Company	\$ 167.79			
1109. Outside Signing Fee to RSH Notary			175.00	
1200. Government Recording and Transfer Charges				
1201. Government recording charges	(from GFE #7)			
1202. Deed \$ Mortgage \$ Release \$				
1203. Transfer taxes	(from GFE #8)			
1204. City/County tax/stamps	Deed \$ Mortgage \$			
1205. State tax/stamps	Deed \$ Mortgage \$			
1206. Excise Tax	Deed \$			
1300. Additional Settlement Charges				
1301. Required services that you can shop for	(from GFE #6)			
1302.	\$			
1303.	\$			
1304. Payment Of Judgment to Maxwell & Morgan				8,603.08
1305. Home Warranty to TBD			550.00	
1306. County Taxes for All 2013 to Maricopa County Treasurer				762.93
1307. HOA Current Assessments to WindStream Townhouse Assoc				1,576.58
1308. HOA Disclosure Fee to Kachina Management, Inc.				360.00
1310. HOA Reserve Fund Fee to WindStream Townhouse Assoc				370.00
1311. HOA Pre-Pd Assessment to WindStream Townhouse Assoc			370.00	
1312. Payment Of Judgment to Cortessa Community Assoc				2,864.58
1313. HOA Tax Certification Fee to The Mahoney Group			40.00	
1400. Total Settlement Charges (enter on lines 1031 Section J and 5021 Section K)			9110.50	19194.67

POCB = Paid outside of closing by Borrower POCS = Paid outside of closing by Seller POCL = Paid outside of closing by Lender POCM = Paid outside of closing by Mortgage broker

Guld Mortgage Company

248-2001156

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase			
Our origination charge	# 801	2,250.90	2,250.90
Your credit or charge (points) for the specific interest rate chosen	# 802	1,011.34	1,011.34
Your adjusted origination charges	# 803	3,262.24	3,262.24
Transfer taxes	# 1203	0.00	0.00
Total		3,262.24	3,262.24

Charges That in Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1
Government recording charges	# 1201	37.50	0.00
Appraisal fee	# 804	425.00	425.00
Credit report	# 805	73.05	73.05
Tax service	# 806	85.00	85.00
Flood certification	# 807	8.50	8.50
Mortgage insurance premium	# 902	1,739.41	1,739.41
Title services and lender's title insurance	# 1101	1,456.00	1,243.50
Owner's title insurance	# 1103	823.00	823.00
Total		4,647.46	4,397.46
Increase between GFE and HUD-1 Charges		\$ (250.00) or	(5.38)%

Charges That Can Change		Good Faith Estimate	HUD-1
Initial deposit for your escrow account	# 1001	126.32	98.08
Daily interest charges	# 901 \$13.16 /day	394.80	223.72
Homeowner's insurance	# 903	419.00	419.00

Loan Terms

Your initial loan amount is	\$ 101,134.00
Your loan term is	30 years
Your initial interest rate is	4.75 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 538.60 includes <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of 6.75 %. The first change will be on 04/15/14 and can change again every 12 months after 04/15/14. Every change date, your interest rate can increase or decrease by 0.25 %. Over the life of the loan, your interest rate is guaranteed to never be lower than 4.75 % or higher than 6.75 %.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$ 101,134.00
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on 04/15/14 and the monthly amount owed can rise to \$ 538.60. The maximum it can ever rise to is \$ 538.60.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$ 0.00.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ 0.00 due in 0 years on 04/15/14.
Total monthly amount owed including escrow account payments	<input type="checkbox"/> You do not have a monthly payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input checked="" type="checkbox"/> You have an additional monthly escrow payment of \$ 126.32 that results in a total initial monthly amount owed of \$ 664.92. This includes principal, interest, any mortgage insurance and any items checked below: <input type="checkbox"/> Property taxes <input type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Flood Insurance <input type="checkbox"/>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

CH_REC_MEN_0023284

Breakdown For HUD Line 208		
Description	Buyer Amount	Seller Amount
Your adjusted origination charges	3,020.00	
Tax service	85.00	
Total As Shown On HUD Line 208	3,105.00	

Breakdown For HUD Line 508		
Description	Buyer Amount	Seller Amount
Your adjusted origination charges		3,020.00
Tax service		85.00
Total As Shown On HUD Line 508		3,105.00

Breakdown For HUD Line 1101		
Description	Buyer Amount	Seller Amount
Escrow Fee	410.00	
Courier/Overnight Mail Fee	120.00	
Recording Fee	37.50	
E-Doc Fee	40.00	
Lenders Title Policy	486.00	
Endorsements 8.1, PUD	150.00	
Total As Shown On HUD Line 1101	1,243.50	

CH_REC_MEN_0023285

Breakdown of Commission as shown on 701**Agent Information**

Quality Realty
Hope Kopp
4820 W. Erie St.
Chandler, AZ 85236

Total Commission: \$1,545.00

Breakdown of Commission as shown on 702**Agent Information**

HomeSmart
Sherry Wilson
3131 E. Camelback Rd.
Suite 125
Phoenix, AZ 85016

Total Commission: \$2,575.00

Sub Agent Information: (being paid out of Total Commission)

Sherry Wilson
3131 E. Camelback Rd.
Ste 125
Phoenix, AZ 85016

Amount: \$1,980.00

Payoff Addendum**BREAKDOWN OF PAYOFF ON HUD line #504**

Payoff to: Active Funding Group
8925 E. Pima Center Parkway
Suite 135
Scottsdale, AZ 85258

Loan #: 5250@4745WGoldenLn

Description	Amount
Principal Balance	55,404.20
Interest	0.00
Good Thru 4/16/2014	0.00
Total Payoff	55,404.20
Total as shown on HUD line #504.	
	55,404.20

BREAKDOWN OF PAYOFF ON HUD line #505

Payoff to: DENSCO Investment Corporation
6132 W Victoria Place
Chandler, AZ 85226

Loan #: 4287

Description	Amount
Principal Balance	88,560.25
Interest	0.00
Good Thru 4/14/2014	0.00
Interest reduction	(41.55)
Total Payoff	88,518.70
Total as shown on HUD line #505.	
	88,518.70

CH_REC_MEN_0023287

Magnus Title Agency

RECORDING REQUESTED BY

Magnus Title Agency

AND WHEN RECORDED MAIL TO:

KIRK GILLETTE

4745 W. GOLDEN LANE

GLENDAL, AZ 85302

ESCROW NO.: 04044674 - 737 - KH3

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER

HELEN PURCELL

20140238203 04/14/2014 12:35

ELECTRONIC RECORDING

4044674-1-3-1--

sarabiam

CH_REC_MEN_0023288

SPACE ABOVE THIS LINE FOR RECORDER'S USE

1/2

Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

Easy Investments, LLC, An Arizona Limited Liability Company

do/does hereby convey to

Kirk Gillette, A Single Man

the following real property situated in Maricopa County, ARIZONA:

Lot 1, WINDSTREAM I, according to Book 378 of Maps, Page 8, records of Maricopa County, Arizona.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record. And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated: April 8, 2014

SELLER:

Easy Investments, LLC, An Arizona Limited Liability Company

Yomtov S. Menaged as Managing Member

State of ARIZONA
County of Maricopa

} ss:

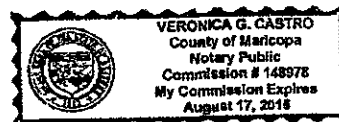
On April 8, 2014, before me,
The Undersigned

a Notary Public in and for said County and State, personally appeared Yomtov S. Menaged, Managing Member of Easy Investments, LLC, An Arizona Limited Liability Company 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.

Signature

FOR NOTARY SEAL OR
STAMP



Message

From: Gregg Reichman [greichman@activefundinggroup.com]
Sent: 6/4/2013 6:18:21 PM
To: Scott Menaged [SMENA98754@aol.com]
Subject: Title Co

Pihl
EXH. NO. 1084
9-13-19
Kelly S. Oglesby CR 50178

By the way we are now using Debbie Pihl for title
GR



Gregg S. Reichman
Managing Director

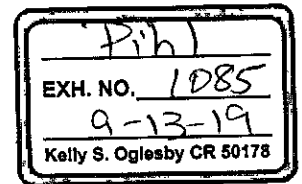
602-443-8148 direct to my desk

602-692-3812 - Mobile

602-252-1177 - Fax

greichman@activefundinggroup.com

bidpro@earthlink.net



TERM SHEET

The provisions of this Term Sheet are intended only as an expression of intent on behalf of DenSco Investment Corporation ("DenSco") and Scott Menaged, Arizona Home Foreclosures, LLC, Easy Investments, LLC and possibly other entities owned by or under the control of Scott Menaged used to purchase real property from trustee sales (collectively, "Borrower"). These provisions are not intended to be legally binding on DenSco or Borrower and are expressly subject to the execution of an appropriate definitive agreement. DenSco and Borrower expressly acknowledge and agree that the contents of this Term Sheet are insufficient to constitute a legally binding agreement as to its subject matter and that there shall be no binding agreement between DenSco and Borrower until a definitive agreement is executed.

TERMS

1. DenSco has advanced several loans to the Borrowers entities. These loans are secured by a Mortgage/Deed of Trust, which DenSco intended to be in first lien position on each of the properties owned by the Borrower. Borrower is currently in default for being delinquent in the payment of interest due DenSco for these loans.
2. Certain of Borrower's properties were used as security for loans from other lenders and for loans from DenSco.
3. Certain of these other lenders have retained Bryan Cave, LLP to represent them (the "Other Lenders") in connection with the liens of DenSco and the liens of these Other Lenders (each a "Conflict Property" and collectively, the "Conflict Properties").
4. DenSco and Borrower agree to cooperate and assist each other in connection with resolving the dispute with the Other Lenders concerning these Conflict Properties.
5. As each of the Conflict Properties are sold through an escrow, Borrower is to pay any shortfall of funds required to satisfy the liens of the Other Lenders and DenSco on or prior to the closing of the sale of such Conflict Property. Notwithstanding the Priority List defined and referenced below, the sale of such Conflict Properties to third parties are to proceed pursuant to the timing specified by the applicable purchaser of the Conflict Property, so long as the Other Lenders and DenSco are to be paid through such closing.
6. Borrower and DenSco will work with the Other Lenders to obtain a Priority List of the Conflict Properties from the Other Lenders (the "Priority List"). This Priority List will list the order in which the Other Lenders want each Conflict Property to be refinanced so that the respective Other Lender is paid in full for the loan secured by such Conflict Property and its corresponding lien will be released on such Conflict Property.
 - A. The Priority List will be submitted to Debbie Pihl at Magnus Title Agency ("Magnus"). Magnus will arrange for the necessary title work and verify the pay-off amounts for the Other Lender's loan and arrange for the closing of the additional funding from DenSco pursuant to a modification of its existing loan.

B. Based on the pay-off amounts required to satisfy the loan of the applicable Other Lender, as determined by Magnus above, DenSco will submit funds to Magnus to modify and increase DenSco's outstanding loan to a LTV of approximately 95% of the applicable Conflict Property. Borrower will be required to deliver the balance of the required funds to pay-off and release the lien of the Other Lender on the applicable Conflict Property and to provide title insurance to DenSco showing DenSco in first lien position to secure its modified loan.

C. Borrower and DenSco have been assured by Debbie Pihl and Magnus that Magnus has sufficient resources to process the pay-offs of all of the loans from the Other Lenders associated with each of the Conflict Properties on or before February 28, 2014.

D. Borrower and DenSco agree to and will deliver adequate funds to Magnus to pay-off all of the loans from the Other Lenders on or before February 28, 2014.

E. After all of the loans of the Other Lenders (secured by any of the Conflict Properties) have been paid off and released by the Other Lenders as set forth in Section 5 and Section 6 A and 6 B above, DenSco and Borrower shall proceed to resolve the lien disputes between DenSco and with other similarly situated lenders pursuant to the procedures described in Section 5, Section 6 A and 6 B above.

7. Borrower agrees to the following:

A. Except for DenSco, Borrower agrees to continue to pay the interest due to each of the Other Lenders and any other similarly situated lender on a timely basis and to keep such loans current and in compliance with its terms;

B. Borrower has arranged for private outside financing in the amount of approximately \$1,000,000 (the "Outside Funds"), which is to be provided to Borrower on or before February 28, 2014. Such Outside Funds shall be used exclusively for the pay-off of the Other Lenders and any other similarly situated lender (and any balance to be paid to DenSco to reduce the amount of DenSco's additional loans to Borrower, as provided herein);

C. Borrower has agreed to inform DenSco of all of the terms of Borrower's transaction to obtain the Outside Funds and the security provided for such Outside Funds. DenSco agrees to keep such information on a confidential basis, provided, however, DenSco will be able to provide such terms and information to its investors, legal counsel, accountants and other applicable professionals;

D. Borrower agrees to provide any additional security to DenSco, as may be requested by DenSco, to secure Borrower's existing obligations to DenSco and to secure the additional obligations that DenSco is agreeing to provide pursuant to this forbearance / workout agreement;

E. Borrower agrees to reimburse all costs and expenses, including without limitation title reports, amendments or title insurance, investigation fees, and / or attorneys'

fees, incurred by DenSco in connection with this forbearance / workout agreement, or the existing and / or any future lien disputes with the Other Lenders or any other similarly situated lenders;

F. Borrower agrees to use its good faith efforts to: (i) liquidate other assets, which is expected to generate approximately 4 to 5 million US Dollars; (ii) apply all net proceeds from the rental of Borrower's homes, or the net proceeds from the acquisition and disposition of additional homes by Borrower, and (iii) apply all funds received from Borrower's continued good faith efforts to recover any other assets that can be recovered from the missing proceeds from the multiple loans that were advanced from DenSco and other lenders with respect to certain properties as referenced above. Any additional funds obtained and / or made available to Borrower pursuant this subsection shall be made available to and used by Borrower in connection with the resolution of the lien disputes between DenSco and other lenders as referenced above;

G. Borrower agrees to provide DenSco (and maintain in effect) a life insurance policy (from a life insurance carrier reasonably approved by DenSco) in the amount of \$10,000,000, insuring the life of Scott Managed with DenSco named as the sole beneficiary, until all obligations pursuant to the forbearance / workout agreement have been full satisfied; and

H. Borrower agrees to provide DenSco with a personal guaranty from Scott Menaged, guaranteeing all of Borrower's obligations pursuant to the forbearance / workout agreement. Further, Borrower agrees to provide a re-affirmation and consent from Scott Menaged to restate and re-affirm his personal obligations as set forth in his outstanding personal guarantees of DenSco's loans to Borrower, so that the terms and provisions of the forbearance / workout agreement will not cause or create any waiver of such guarantees, but rather will ratify and guarantee all of the Borrower's obligations, as such obligations may be increased by the actions of DenSco and Borrowers pursuant to the terms and provisions of the forbearance / workout agreement.

8. DenSco agrees to the following:

A. So long as each Borrower is in compliance with the terms of the workout agreement and any other agreement with DenSco, DenSco will forbear from taking any action to accelerate its loans to Borrower and to commence foreclosure action against the assets of Borrower;

B. DenSco will defer (but not waive) the collection of interest from the Borrowers on DenSco's loans to the Borrowers during the process to fund the amount due to the Other Lenders in connection with the Conflict Properties (All deferred interest on a particular note from Borrower to DenSco shall be paid to DenSco on or before the payoff of the applicable note);

C. DenSco will provide a new loan to Borrower in the amount up to One Million US Dollars, which loan is to provide for multiple advances, earn 3% annual interest to be secured by a first lien position against certain real property to be approved by DenSco in its sole discretion, and the obligation is to be personally guaranteed by Scott Menaged (the "Additional Loan"); and

D. So long as each Borrower is in compliance with the terms of the forbearance and workout agreement and any other agreements with DenSco, DenSco agrees to comply with its obligations set forth elsewhere in this Term Sheet, including the obligation to modify its existing loans to the Borrower that are secured by the Conflict Properties, so that the amount of such loans shall be increased to 95% LTV as indicated above.

9. Borrower and DenSco acknowledge and agree that this forbearance/ workout agreement shall not constitute nor create a joint venture or partnership arrangement between or among DenSco and any of the Borrower.

[Signature page to follow:]

The above terms are agreed to this ___ day of January, 2014 by the following.

DENSCO INVESTMENT CORPORATION

By: _____
Denny Chittick
Its: President

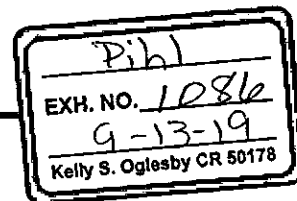
ARIZONA HOME FORECLOSURES, LLC

By: _____
Yomtov "Scott" Menaged
Its: Member

EASY INVESTMENTS, LLC

By: _____
Yomtov "Scott" Menaged
Its: Member

YOMTOV "SCOTT" MENAGED, Individually



Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 1/12/2014 7:19:30 PM
To: smena98754@aol.com
Subject: Re: Plan

Yes I figured he would have a plan for us

Sent from Yahoo Mail for iPhone

From: Scott Menaged <smena98754@aol.com>;
To: Denny Chittick <dcmoney@yahoo.com>;
Subject: Re: Plan
Sent: Mon, Jan 13, 2014 3:11:42 AM

I am working on different angles to get as much as I can as soon as I can. I should have a plan firm with dates on wed.

Let's see what Dave says about your email and what holes are in it before we contact the other side with a firm plan.

Sent from my iPhone

On Jan 12, 2014, at 3:05 PM, Denny Chittick <dcmoney@yahoo.com> wrote:

I've spent the day contacting every investor that has told me they want to give me more money. i don't have an answer on specifically how much i can raise, i'll know that in a day or two. i have 3 million in my acct. i still have to fund my regular business at the same time. i've got a few million closing in the next 10 business days. i feel like if all goes well, i'll have my money in total of rought 5-6 million in this time frame.

The idea, which Scott and i talked about Friday night. would be to have the opposing group, give a list of addresses and \$'s amounts to us and to Debbie Pihl (yes it's spelled correctly, pronounced Peal) she works at Magnus, both Scott and i have worked with her for years, highly respected. i'm quite sure they know her too. she then does the title work, verifies the dollar amounts, gives us a list of \$'s and properties to pay off their loans. based on cash that scott and i have, we'll start knocking them off. that way, it's all documented, it's through a neutral third party and everyone is

secure in their positions and dollars.

As far as Scott and i, we would like to meet with Dave and Scott's attorney, all four of us. Create a terms sheet then have it written up as far as what needs to be in there to both make me secure, terms are understood, conditions, costs, etc.

if both scott and i can raise enough money, we should be able to have this all done in 30 days easy, less than three weeks would be my goal.

we have both been told there are as many as three other entities, waiting to see what happens, which represent as many as 6 to 10 more loans. i'm sure they will be next, we have to plan for that too.

then that should leave us with just me and Greg on all of Scott's loans. Greg has confirmed with Scott and has told me, as long as he gets his interest and payoffs come, he's happy. which he should be, because he claims he's run title on every loan and he's in first position on all of them but 2 of the loans.

the plan that scott and i sent forth to you in my email that went to spam folder, would then be pursued to pay off these loans that i'm 95% LTV and to pay off Greg's loans. the time frame for this will be driven by Scott's ability to bring in the additional capital he's raising.

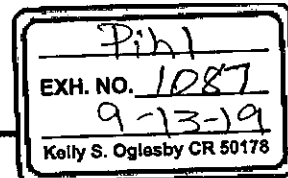
that's my plan, shoot holes in it.

thx

dc

DenSco Investment Corp
www.denscoinvestment.com

602-469-3001 C
602-532-7737 f



Message

From: Debbie Pihl [debbie@magnustitle.com]
Sent: 1/22/2014 6:52:05 PM
To: dcmoney@yahoo.com; SMena98754@aol.com; Veronica Gutierrez [veronicagutierrez@live.com]
Subject: FW: Scanned image from MX-M550N
Attachments: PhoenicianOffice@magnustitle.com_20140122_121453.pdf

Here is list 1 and 2. Ignore my "marks" BUT we cancelled Port Royale?

Debbie Pihl
Branch Manager
Magnus Title Agency
Direct: 480.682.0202
Fax: 480.385.6863
Mobile: 602.509.4303
Email: debbie.pihl@magnustitle.com

6991 E. Camelback Rd., Suite C158
Scottsdale, AZ 85251

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-----Original Message-----

From: PhoenicianOffice@magnustitle.com
[mailto:PhoenicianOffice@magnustitle.com]
Sent: Wednesday, January 22, 2014 12:15 PM
To: Debbie Pihl
Subject: Scanned image from MX-M550N

DEVICE NAME: Not Set
DEVICE MODEL: MX-M550N
LOCATION: Not Set

FILE FORMAT: PDF MMR(G4)
RESOLUTION: 300dpi x 300dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader4.0 or later version, or Adobe(R)Reader(TM) of Adobe Systems Incorporated to view the document.
Acrobat(R)Reader4.0 or later version, or Adobe(R)Reader(TM) can be downloaded from the following URL:
Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

<http://www.adobe.com/>

Debbie Pihl

From: SMena98754@aol.com
Sent: Monday, January 20, 2014 8:40 AM
To: Debbie Pihl; dcmoney@yahoo.com
Subject: Please Request Payoffs and Title Work

Debbie,

Here are the Properties we would like to get Done on Tuesday

✓ 3154 W VIA MONTTOYA DR

✓ ~~14904 W PORT ROYALE LANE~~

✓ 4728 W CARSON RD

123-19-024

✓ 635 S ST PAUL

✓ 10125 E LOBO AVE

✓ 25510 W WHYMAN ST

List 1

01/21/2014

CH_REC_MEN_0028830

Debbie Pihl

From: SMena98754@aol.com
Sent: Tuesday, January 21, 2014 2:53 PM
To: Debbie Pihl; dcmoney@yahoo.com
Subject: Payoffs

Here are the Next 6 We are looking to take care of this week

~~8116 E Onza Ave —~~

~~978 N 85 Pl —~~

~~10440 W Hammond lane —~~

126 S Hassett —

1629 S 85 DR —

11603 S Oglesby —

Thanks for your Help

Sent from my iPhone

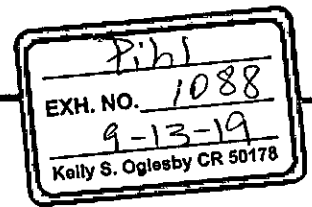
List 2

01/21/2014

CH_REC_MEN_0028831

Message

From: Debbie Pihl [debbie@magnustitle.com]
Sent: 1/16/2014 5:50:34 PM
To: Denny Chittick [dcmoney@yahoo.com]
CC: Scott Menaged [smena98754@aol.com]
Subject: RE: Just so I am clear



OK perfect thanks Denny

Debbie Pihl
Branch Manager

Direct: 480.682.0202 • Fax: 480.385.6863 • Mobile: 602.509.4303
Email: debbie@magnustitle.com
6991 E Camelback Rd Suite C158 Scottsdale, AZ 85251

M
MAGNUS TITLE
AGENCY

Branch Directions | Calendar of Classes | Cost Sheet | Real Estate News | Documents/Forms

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From: Denny Chittick [mailto:dcmoney@yahoo.com]
Sent: Thursday, January 16, 2014 10:47 AM
To: Debbie Pihl
Cc: Scott Menaged
Subject: Re: Just so I am clear

the positions that are in place will stay in place. i'm doing seconds on the properties, and the balance is coming from scott. scott and i will do docs separately for the 2nd and i'll record.

dc

DenSco Investment Corp
www.denscoinvestment.com
602-469-3001 C
602-532-7737 f

From: Debbie Pihl <debbie@magnustitle.com>
To: Denny Chittick <dcmoney@yahoo.com>
Cc: Scott Menaged <smena98754@aol.com>
Sent: Thursday, January 16, 2014 10:35 AM
Subject: Just so I am clear

Denny, U have lien positions on all three properties. The way I understand it those will stay in place, and be insured. Am I getting it OR are U replacing all together?

If replacing, I need the deeds of trust to record? Please let me know just as soon as possible. I can send a runner to pick up

Debbie Pihl

Branch Manager

Direct: 480.682.0202 • Fax: 480.385.6663 • Mobile: 602.509.4303

Email: debbie@magnustitle.com

6001 E Camelback Rd, Suite C158, Scottsdale, AZ 85251



**MAGNUS TITLE
AGENCY**

[Branch Directions](#)

[Calendar of Classes](#)

[Cost Sheet](#)

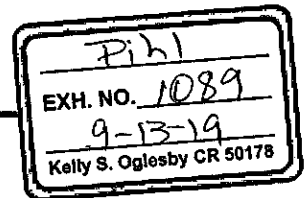
[Real Estate News](#)

[Documents/Forms](#)

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Message

From: Debbie Pihl [debbie@magnustitle.com]
Sent: 1/14/2014 5:34:02 PM
To: Scott Menaged [smena98754@aol.com]
CC: Veronica Gutierrez [veronicagutierrez@live.com]; Kenny Hieb [kenny.hieb@magnustitle.com]
Subject: RE: Scotty I need U to call me right away please



OK try me on my cell of (602) 509-4303, as I have a DR Appointment at 11:30 leaving the office about 11 and be back with LUCK no later than 1:00. I MUST talk with U today PLEASE Thanks

Debbie Pihl
Branch Manager

Direct: 480.682.0202 • Fax: 480.385.6863 • Mobile: 602.509.4303
Email: debbie@magnustitle.com
6991 E Camelback Rd., Suite C138, Scottsdale, AZ 85251

M
MAGNUS TITLE
AGENCY

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From: Scott Menaged [mailto:smena98754@aol.com]
Sent: Tuesday, January 14, 2014 10:29 AM
To: Debbie Pihl
Cc: Veronica Gutierrez; Kenny Hieb
Subject: Re: Scotty I need U to call me right away please

Call u in an hour

Sent from my iPhone

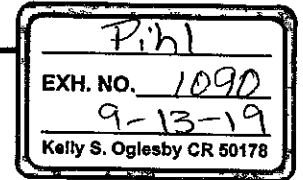
On Jan 14, 2014, at 10:22 AM, "Debbie Pihl" <debbie@magnustitle.com> wrote:

Jody with Active Funding as well as one of his staff members, keep asking for your HUD's. I have no problem providing, but have been told U do NOT want them to have them. Please call me so we can discuss and come to a resolution.
Thanks

<image001.jpg>

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 2/18/2015 3:00:05 PM
To: Debbie Pihl [debbie.pihl@magnustitle.com]
Subject: Re: favor



ok thx, i've released the one that shouldn't be there
and re-recorded the ones that should be there!
thx for your help!
dc

DenSco Investment Corp
www.denscoinvestment.com
602-469-3001 C
602-532-7737 f

From: Debbie Pihl <debbie.pihl@magnustitle.com>
To: Denny Chittick <dcmoney@yahoo.com>
Cc: Scott Menaged <smena98754@aol.com>; Veronica Gutierrez <veronicagutierrez@live.com>
Sent: Wednesday, February 18, 2015 3:14 PM
Subject: RE: favor

23827 W Gibson Lane; Trustees Deed recorded and then U recorded a D of T for 100K as well as another 40K BUT that one shows released

23846 W Gibson Lane; U recently recorded a Deed of Trust Document No 20147-611485 for \$103,800 00, BUT Scotty sold this property in 06-2014 and U were paid. Looks like that one needs to be released.

11744 W Hadley; Trustees Deed recorded U had a loan for 100K BUT released it. Then put on a 10K in 02-2014 and then another 93K in 09-2014.

Let me know as I can scan U chains of title so maybe it will be a little clearer.

Debbie Pihl

Branch Manager

Direct: 480.682.0202 • Fax: 480.385.6863 • Mobile: 602.509.4303

Email: debbie@magnustitle.com

6901 E Camelback Rd., Suite C158, Scottsdale, AZ 85251



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From: Denny Chittick [<mailto:dcmoney@yahoo.com>]

Sent: Wednesday, February 18, 2015 2:25 PM

To: Debbie Pihl

Cc: Scott Menaged; Veronica Gutierrez

Subject: favor

can you run quick title search on these three properties, i think i made some mistakes in my recordings and i want to get them straightened out.

23827 W Gibson Ln, Buckeye, 85326

apn#504-28-704

23846 W Gibson Ln, Buckeye, 85326

apn#504-28-710

11744 W Hadley St. Avondale, 85323

apn#500-95-252

thx

dc

DenSco Investment Corp

www.denscoinvestment.com

602-469-3001 C

602-532-7737 f

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 3/18/2014 9:33:54 AM
To: Debbie Pihl [debbie@magnustitle.com]; Scott Menaged [smena98754@aol.com]
Subject: Re: 5 properties U are buying from yourself?

Pihl
EXH. NO. 1091
9-13-19
Kelly S. Oglesby CR 50178



we need to pay off two loans and i have to ensure that i'm in first position.
dc

DenSco Investment Corp
www.denscoinvestment.com
602-469-3001 C
602-532-7737 f

From: Debbie Pihl <debbie@magnustitle.com>
To: Scott Menaged <smena98754@aol.com>; Denny Chittick <dcmoney@yahoo.com>
Sent: Tuesday, March 18, 2014 9:24 AM
Subject: 5 properties U are buying from yourself?

Scotty and Denny, Initially Scott I thought U were getting g a loan from an institutional lender, but I see the email now and the loans will be from DENSCO. Originally, if U were to get loans from lets say Bank of America I understood they would want a purchase contract, BUT if U are getting your loans from DENSCO, why can we not just transfer from the current entity to U a married man as sole and separate and then put loans on properties. That would be the least expensive.

Let me know so I know how to proceed and feel free to call me to discuss as well.



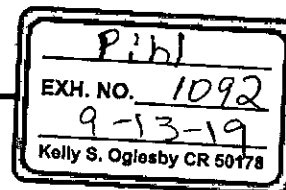
Direct: 480.682.0202 • Fax: 480.385.6663 • Mobile: 602.509.4303
Email: debbie@magnustitle.com
6991 E Camelback Rd., Suite C155, Scottsdale, AZ 85251

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Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 5/30/2014 10:12:54 AM
To: Debbie Pihl [debbie.pihl@magnustitle.com]
CC: Scott Menaged [smena98754@aol.com]
Subject: Re: Fwd: Scanned image from MX-M753N Frank Lloyd Wright



no sense in sending you money and it sitting there all weekend, let me know when you are ready to wire to me, and i'll wire to you.

thx

dc

DenSco Investment Corp
www.denscoinvestment.com
602-469-3001 C
602-532-7737 f

From: Debbie Pihl <debbie.pihl@magnustitle.com>
To: 'Denny Chittick' <dcmoney@yahoo.com>
Sent: Friday, May 30, 2014 10:11 AM
Subject: RE: Fwd: Scanned image from MX-M753N Frank Lloyd Wright

Yes please send Buyer will NOT sign until 2 and I will do my best to get closed as requested by BUYER and Buyer agent Tried to get her to sign yesterday without success. U will receive your payoff wire Monday

Debbie Pihl
Branch Manager

Direct: 480.682.0202 • Fax: 480.388.6863 • Mobile: 602.509.6303
Email: debbie@magnustitle.com
6991 E Camelback Rd., Suite C158, Scottsdale, AZ 85251

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From: Denny Chittick [mailto:dcmoney@yahoo.com]
Sent: Friday, May 30, 2014 9:50 AM
To: Debbie Pihl
Subject: Fw: Fwd: Scanned image from MX-M753N Frank Lloyd Wright

are you ready for this wire?

DenSco Investment Corp
www.denscoinvestment.com
602-469-3001 C
602-532-7737 f

----- Forwarded Message -----

From: Scott Menaged <smena98754@aol.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Thursday, May 29, 2014 12:34 PM
Subject: Fwd: Scanned image from MX-M753N Frank Lloyd Wright

For tomorrow

Sent from my iPhone

Begin forwarded message:

From: Debbie Pihl <debbie.pihl@magnustitle.com>
Date: May 28, 2014 at 5:44:45 PM MST
To: "'SMena98754@aol.com'" <SMena98754@aol.com>, 'Veronica Gutierrez' <veronicacastro@live.com>
Subject: FW: Scanned image from MX-M753N Frank Lloyd Wright

Here is an estimated HUD. Look at commission and advise. Buyer closing funds here. See what U will need no later than this Friday Thanks

Debbie Pihl
Branch Manager
Magnus Title Agency
Direct: 480.682.0202
Fax: 480.385.6863
Mobile : 602.509.4303
Email: debbie.pihl@magnustitle.com

6991 E. Camelback Rd., Suite C158
Scottsdale , AZ 85251

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-----Original Message-----

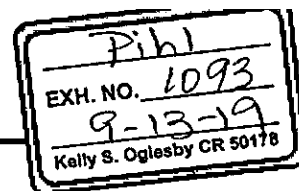
From: PhoenicianOffice@magnustitle.com
[mailto:PhoenicianOffice@magnustitle.com] On Behalf Of
PhoenicianOffice@
Sent: Wednesday, May 28, 2014 5:43 PM
To: Debbie Pihl
Subject: Scanned image from MX-M753N

Reply to: PhoenicianOffice@magnustitle.com
<PhoenicianOffice@magnustitle.com>
Device Name: Not Set
Device Model: MX-M753N
Location: Not Set

File Format: PDF MMR(G4)
Resolution: 200dpi x 200dpi

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<http://www.adobe.com/>



Message

From: Debbie Pihl [debbie.pihl@magnustitle.com]
Sent: 6/2/2014 6:51:38 PM
To: 'SMena98754@aol.com' [SMena98754@aol.com]; 'Veronica Gutierrez' [veronicacastro@live.com]
Subject: FW: Scanned image from MX-M753N 15550 Frank Lloyd Wright
Attachments: PhoenixianOffice@magnustitle.com_20140602_114848.pdf

Please see attached certified Final HUD for Frank Lloyd Wright. Working on wires right now Thanks

Debbie Pihl
Branch Manager
Magnus Title Agency
Direct: 480.682.0202
Fax: 480.385.6863
Mobile: 602.509.4303
Email: debbie.pihl@magnustitle.com

6991 E. Camelback Rd., Suite C158
Scottsdale, AZ 85251

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-----Original Message-----

From: PhoenixianOffice@magnustitle.com [mailto:PhoenixianOffice@magnustitle.com] On Behalf of PhoenixianOffice@
Sent: Monday, June 02, 2014 11:49 AM
To: Debbie Pihl
Subject: Scanned image from MX-M753N

Reply to: PhoenixianOffice@magnustitle.com <PhoenixianOffice@magnustitle.com>
Device Name: Not Set
Device Model: MX-M753N
Location: Not Set

File Format: PDF MMR(G4)
Resolution: 200dpi x 200dpi

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SETTLEMENT STATEMENT

Magnus Title Agency
6991 E Camelback Rd
Ste G158
Scottsdale, AZ 85251

FINAL

B. TYPE OF LOAN

OMB No. 2602-0285

1. ☐ FHA 2. ☐ FMHA 3. ☐ CONV. UNINS.
4. ☐ VA 5. ☐ CONV. INS.

6. ESCROW FILE NUMBER:
04048284-737 DCP

7. LOAN NUMBER:

8. MORTGAGE INSURANCE CASE NUMBER:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "P.O.C." were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Joan Kover

ADDRESS OF BORROWER: 13497 E. Columbus Dr.
Scottsdale, AZ 85259

E. NAME OF SELLER: Arizona Home Foreclosures, LLC

Certified to be a True and Correct
Copy of the Original
Magnus Title Agency

ADDRESS OF SELLER: 7320 W. Bell Rd.
Glendale, AZ 85308

F. NAME OF LENDER:

ADDRESS OF LENDER:

G. PROPERTY LOCATION: 15550 Frank Lloyd Wright Blvd. Unit 1005,
Scottsdale, AZ 85260
Maricopa 217-13-046
Lot(s) 5, of Village at Frank Lloyd Wright, Map Book 427, Map Page 37

H. SETTLEMENT AGENT: Magnus Title Agency

PLACE OF SETTLEMENT: 6991 E Camelback Rd, Ste G158, Scottsdale, AZ 85251

I. SETTLEMENT DATE: 06/02/2014

PRORATION DATE: 06/02/2014

FUNDING DATE: 06/02/2014

SIGNING DATE:

DISBURSE DATE 06/02/2014

J. SUMMARY OF BORROWER'S TRANSACTION

100. Gross Amount Due from Borrower	
101. Contract Sales Price	257,000.00
103. Settlement charges to Borrower (line 1400)	655.00
109.	
120. Gross Amount Due from borrower:	257,655.00
200. Amounts Paid by or in behalf of Borrower	
201. Deposit or earnest money	5,000.00
202.	
203. Existing loan(s) taken subject to	
204. Closing Funds	253,000.00
205.	
211. County Taxes 01/01/14-05/30/14	471.49
220. Total Paid By/For Borrower	258,471.49
300. Cash At Settlement from/to Borrower	
301. Gross amount due from Borrower (line 120)	257,655.00
302. Less amount paid by/for Borrower (line 220)	258,471.49
303. Cash TO Borrower:	816.49

K. SUMMARY OF SELLER'S TRANSACTION

400. Gross Amount Due to Seller	
401. Contract Sales Price	257,000.00
403.	
409. closing Funds	176,884.68
420. Gross Amount Due to Seller	433,884.68
500. Reductions in Amount Due To Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to Seller (line 1400)	14,170.45
503. Existing loan(s) taken subject to	
504. See Payoff Addendum	178,342.74
505. See Payoff Addendum	240,900.00
511. County Taxes 01/01/14-05/30/14	471.49
620. Total Reductions in Amount Due Seller	433,884.68
600. Cash at Settlement to/from Seller	
601. Gross amount due to Seller (line 420)	433,884.68
602. Less reductions in amount due Seller (line 520)	433,884.68
603. Cash FROM Seller:	0.00

L. SETTLEMENT CHARGES:

700. Total Sales/Broker's Commission:		
700. Total Sales/Broker's Commission:		
Based on Price \$ 257,000.00 @ 4% = 10,280.00	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
Division of Commission (line 700) follows:		
701. \$ 3,855.00 to Property Management Real Estate		
702. \$ 6,425.00 to Keller Williams Arizona Realty		
703. Commission paid at settlement		10,280.00
704.		
705.		
706.		
707.		
708.		
800. Items Payable in Connection With Loan:		
900. Items Required By Lender to Be Paid in Advance:		
1000. Reserves Deposited With Lender:		
1002. Mortgage Insurance		
1008. Aggregate Adjustment months @ \$ per month	0.00	
1100. Title Charges:		
1101. Settlement or closing fee to Magnus Title Agency	400.00	400.00
1109. Lender's coverage \$ 0.00 to Magnus Title Agency		
1110. Owner's coverage \$ 257,000.00 to Magnus Title Agency		939.00
1111. Overnight/Courier to Magnus Title Agency	60.00	60.00
1112. Recording Fee to Magnus Title Agency	25.00	25.00
1200. Government Recording and Transfer Charges:		
1300. Additional Settlement Charges:		
1303. Taxes For 2013 to Maricopa County Treasurer (Seller \$1,155.00 POC)		
1304. Current HOA Assess to The Villages		1,266.45
1305. Service Fee to Homewise Docs		23.00
1306. Resale Disclosure Fee to Arizona Community		177.00
1307. Home Warranty to Old Republic		500.00
1308. Transfer Fee to Arizona Community		300.00
1309. Transfer Fee Foreclosure to Arizona Community		200.00
1310. Pre-Paid Assessments to The Villages	170.00	
1400. Total Settlement Charges (Enter on line 103, Section J -and- line 502, Section K)	655.00	14,170.45

Payoff Addendum

BREAKDOWN OF PAYOFF ON HUD line #504

Payoff to: Active Fund Group

Loan #: 5339@Frank Lloyd Wrl

Description	Amount
Principal Balance	178,087.63
Interest from 05/30/2014 to 06/02/2014	255.21
Total Payoff	178,342.74

Total as shown on HUD line #504.

178,342.74

BREAKDOWN OF PAYOFF ON HUD line #505

Payoff to: DENSCO

Loan #: 4546

Description	Amount
Principal Balance	240,570.00
Interest from 05/30/2014 to 06/02/2014	330.00
Total Payoff	240,900.00

Total as shown on HUD line #505.

240,900.00

HUD-1 Settlement Statement Certification

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Buyers Signatures:

Sellers Signatures:

Arizona Home Foreclosures, LLC, An Arizona Limited Liability Company

Joan Kover

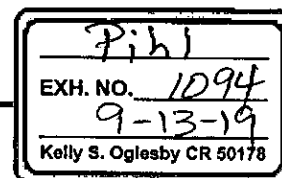
Yomtov S Menaged, Member

Settlement Agent:

Magnus Title Agency

Date:

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.



Message

From: Debbie Pihl [debbie@magnustitle.com]
Sent: 10/4/2016 9:32:25 PM
To: cjess@swazlaw.com
CC: SMena98754@aol.com; veronicacastro@remax.net [veronica.castroremax@gmail.com]
Subject: FW: Scanned image from MX-M753N Yomtov S Menaged
Attachments: Phoenician837@magnustitle.com_20161004_140502.pdf

Hi Cody, Scott and Veronica included in this email provided me with your contact information

Scott is under contract to sell a property known as 1605 W Winter. Attached is the title report. Scott and Veronica are working on requirements 12 and 13

I need from you either BK trustee contact information or see requirement 10, wherein a BK court order approving the sale. Once this order is received I MUST wait 15 days from the date of the order to close this escrow, so that requirement is urgent

Just as important are requirements 14 and 158. Please advise as to status.

Scott I am going to get a payoff for Arthur as well as a signed Deed of Release. Let me know ALL please. Thanks

For your safety, Magnus Title Agency encrypts emails and attachments that contain sensitive and or personal information.

You will receive an email that looks like this:

You have a Secure Web Mail message from debbie@magnustitle.com waiting to be read. The message will expire in 30 days.

Note: You will be required to successfully sign in to your Secure Web Mail account to read this message. You should not respond to this automatically generated message.

The FTC's Safeguards Rule, enacted under the Gramm-Leach-Bliley Act, requires financial institutions to implement reasonable policies and procedures to ensure the security and confidentiality of sensitive non-public customer information (NPI). In addition, we must encrypt certain documents containing NPI in accordance with CFPB compliance requirements and ALTA Best Practices requirements.

When you receive an encrypted email, you will need to create an account in order to open the email. No matter which email you use; be it web based like Gmail/Yahoo or POP3 like Outlook, the procedure for setting up the account is the same once you have received the initial email. You will initially receive two (2) emails, the notification to create an account and a notification of the encrypted message. If you have not registered yet, you will be prompted to create an account and choose a password with McAfee.

If you do not already have a password associated with your email address, you will be prompted to set one up. If you have forgotten your password, please use the "Forgot Password" link to reset. If you have any issues retrieving your secure email, please contact your Escrow Officer or the contact you are working with at Magnus Title Agency.

-----Original Message-----

From: Phoenician837@magnustitle.com [mailto:Phoenician837@magnustitle.com] On Behalf Of Phoenician837@
Sent: Tuesday, October 04, 2016 2:05 PM
To: Debbie Pihl <debbie@magnustitle.com>
Subject: Scanned image from MX-M753N

Reply to: Phoenician837@magnustitle.com <Phoenician837@magnustitle.com> Device Name: Not Set Device
Model: MX-M753N
Location: Not Set

File Format: PDF MMR(G4)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.

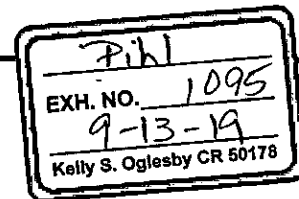
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<http://www.adobe.com/>

Message

From: Veronica Gutierrez [veronicagutierrez@live.com]
Sent: 7/12/2013 5:39:31 PM
To: Kenny Hieb [kenny.hieb@magnustitle.com]
Subject: RE: 1850 S. Westwood #16 - BEAUDOIN



Kenny,

We are fine on the title report, everything will be released upon closing. When we buy the homes at the auction we placed a DOT with AFG and bridge loan with Densco sometimes they do not get released until we are at closing. I heard your buyer had questions, just let him know we will pay everything off at COE and he will have clear title. Thank you

Be unstoppable today!!

Veronica Gutierrez
Easy Investments LLC

3030 N Central Ave #603
Phoenix, AZ 85012
1866-594 0087 efax
602-386-8586 cell

Subject: FW: 1850 S. Westwood #16 - BEAUDOIN
Date: Thu, 11 Jul 2013 15:56:11 -0700
From: kenny.hieb@magnustitle.com
To: veronicagutierrez@live.com

See below, they are tripping out about the liens on title. I took care of the CC&Rs

Thank You,

Kenny Hieb
Escrow Officer
Magnus Title Agency
6991 E. Camelback Rd. Suite C158
Scottsdale, Az 85251
Ph 480-682-0200
Direct Fx - 480-682-3316
kenny@magnustitle.com

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From: Michelle Payton [mailto:mpayton@homeownersfg.com]
Sent: Thursday, July 11, 2013 3:29 PM
To: Kenny Hieb; Chris Springer
Cc: Michelle Payton
Subject: RE: 1850 S. Westwood #16 - BEAUDOIN

Here is what the underwriter is asking for from title: Please email everything to me or fax to 480-223-6506.

- PRIVATE STREET - SUBJECT PROPERTY IS LOCATED ON A PRIVATE STREET. OBTAIN A COPY OF THE CC&R'S EVIDENCING THE HOA MAINTAINS THE PRIVATE ROADWAYS.
- PROVIDE CLARIFICATION FROM TITLE REGARDING ALL THE LIENS BEING REFLECTED ON SCHEDULE B, #5, #6, #7, #8 AND #9. DETERMINE HOW MANY LIENS ARE ACTUALLY ON THIS PROPERTY / LIENS AMOUNT TO \$174,000 AND PROPERTY IS SELLING FOR \$124,000

Thank you,



Michelle Payton | Loan Processor
16427 N. Scottsdale Rd., Suite 280 • Scottsdale, AZ 85254
Direct: (480) 305-8500 • Fax: 480-223-6506

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From: Kenny Hieb [mailto:kenny.hieb@magnustitle.com]
Sent: Monday, July 08, 2013 11:55 AM
To: Michelle Payton
Subject: RE: 1850 S. Westwood #16

There are only going to be 2 payoffs. 1 is Active Funding who has recorded their DOT 3 times and 2 is Densco Investment who recorded theirs 2 times.

Thank You,

Kenny Hieb
Escrow Officer
Magnus Title Agency
6991 E. Camelback Rd. Suite C158
Scottsdale, Az 85251
Ph 480-682-0200
Direct Fx - 480-682-3316
kenny@magnustitle.com

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CH_REC_MEN_0018288

From: Chris Springer
Sent: Monday, July 08, 2013 11:51 AM
To: Kenny Hieb
Subject: FW: 1850 S. Westwood #16

The underwriter is asking for the following: The multiple Deeds of Trust and assignments thereof are major red flags. It appears the deeds are all open, and that there are 5 liens on the property. We would need detailed explanation and more information to determine if the loan is eligible for the flip waiver. Are all of these liens open?

Michelle Payton | Loan Processor
16427 N. Scottsdale Rd., Suite 280 • Scottsdale, AZ 85254
Direct: (480) 305-8500 • Fax: 480-223-6506

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From: Chris Springer [<mailto:chris.springer@magnustitle.com>]
Sent: Monday, July 08, 2013 10:51 AM
To: Michelle Payton
Subject: RE: 1850 S. Westwood #16

That's what I see for the Trustee Sale

Chris Springer
Magnus Title Agency
Escrow Assistant
6991 E. Camelback Rd. Ste. C-158
Scottsdale, AZ 85251
Phone: 480-682-0200
Fax: 480-385-6862
E-mail: chris.springer@magnustitle.com

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From: Michelle Payton [mailto:mpayton@homeownersfg.com]
Sent: Monday, July 08, 2013 10:48 AM
To: Chris Springer
Cc: Michelle Payton
Subject: RE: 1850 S. Westwood #16

Can you please confirm what the current sellers purchased the property for and when? I show 5/3/2013 for \$108,200.

Thank you,



Michelle Payton | Loan Processor
16427 N. Scottsdale Rd., Suite 280 • Scottsdale, AZ 85254
Direct: (480) 305-8500 • Fax: 480-223-6506

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From: Chris Springer [mailto:chris.springer@magnustitle.com]
Sent: Thursday, June 27, 2013 12:20 PM
To: Michelle Payton
Subject: 1850 S. Westwood #16

Hi Michelle --- Attached is the HOA disclosure as well as the articles of organization showing who can sign on behalf of Easy Investments, LLC. Thank you.

Chris Springer
Magnus Title Agency
Escrow Assistant
6991 E. Camelback Rd. Ste. C-158
Scottsdale, AZ 85251
Phone: 480-682-0200
Fax: 480-385-6862
E-mail: chris.springer@magnustitle.com

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From: PhoenicianOffice@magnustitle.com [mailto:PhoenicianOffice@magnustitle.com]
Sent: Monday, June 24, 2013 12:22 PM

CH_REC_MEN_0018290

To: Chris Springer
Subject: Attached Image