#### Message

From:

Denny Chittick [dcmoney@yahoo.com]

Sent:

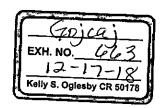
9/3/2014 1:40:26 PM

To:

Scott Menaged [smena98754@aol.com]

Subject:

victor



## Victor Gojcaj

is his name.

ask louie plz

can you give me the trustee's number on 8619 E Columbus Ave thx dc

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

From:

Dcmoney [dcmoney@yahoo.com]

Sent:

9/29/2015 1:42:58 PM

To:

Victor Gojcaj [victorgojcaj@yahoo.com]

Subject:

Re: Daniel Scott - Matrix Investment Network

Wished I shorter it!

On Sep 29, 2015, at 1.40 PM, Victor Gojcaj < victorgojcaj@vahoo.com > wrote:

Did u buy VW

On Sep 29, 2015, at 1:07 PM, Denny Chittick < dcmoney@yahoo.com > wrote:

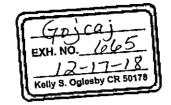
Anyone know him and have an opinion on him?

DenSco Investment Corp <u>www.denscoinvestment.com</u> 602-469-3001 C 602-532-7737 f

# DenSco Investment Corporation

September 4, 2014

CNG Insurance Associates, Inc. Courtney Martlage 15433 N Tatum Blvd Ste#101 Phoenix, AZ 85032



Courtney:

I would like to have an email or faxed copy of the properties insurance for the following address:

8619 E Columbus Ave., Scottsdale, AZ 85251

For the following Borrower/Insured:

Victor Gojcai

#### BORROWER/INSURED NAMED ABOVE, WILL BE PAYING THE PREMIUM.

Effective: September 4, 2014

Loan #: 5517 Loan Amount. \$209,000.00

I am the lender for this property and would like to be listed as a Mortgagee and Co-Beneficiary on the insurance policy.

DenSco Investment Corporation 6132 W. Victoria Place Chandler, AZ 85226

You may EMAIL (dcmoney@yahoo.com) or fax it to me at 602-532-7737 (no cover sheet necessary) thank you for your help.

Sincerely,

Denny J. Chittick

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

#### NOTE SECURED BY DEED OF TRUST

\$209,000.00 Phoenix, AZ (Date): September 4, 2014

Property Address: 8619 E Columbus Ave., Scottsdale, AZ 85251

For value received, Victor Gojcaj("Maker") promises to pay to the order of DenSco Investment Corporation or assigns (the "Holder"), at 6132 W. Victoria Place, Chandler, AZ 85226 (or at such other place as the Holder may designate in writing), in lawful U.S. money the principal sum of \$209,000.00(\$Two Hundred Nine Thousand Dollars and No Cents) plus interest calculated on the basis of a 360-day year and charged for the actual number of days elapsed, from the date hereof until paid on the principal balance from time to time outstanding.

Interest shall accrue on the principal sum outstanding at the rate of eighteen percent (18%) per annum, and shall be payable monthly commencing one month from the date hereof (provided, however, that if there is no comparable date in the following month to the date on which this Note is executed, monthly installments of interest hereunder shall be due and payable on the last day of each of the five succeeding months). The entire principal balance, together with all unpaid accrued interest, shall be due and payable as a balloon payment on March 4, 2015, the date six months from the date of funding under this Note, or upon any earlier acceleration (the "Maturity Date"). If any payment becomes past due for more than five calendar days, Maker shall pay to Holder, in addition to the amount of the overdue payment, a late charge equal to ten percent (10%) of the unpaid accrued interest element of such overdue payment.

In addition to any late charge on past due payments, interest will accrue at the rate of twenty-nine percent (29%) per annum ("Default Interest") on the unpaid principal balance upon the occurrence of a "Default" (hereafter defined). A "Default" shall occur (i) if any installment of accrued interest is not paid within 5 days of the date such payment was due, (ii) if the Note and all outstanding charges are not paid by the Maturity Date (for which no grace period is allowed), (iii) if there is a failure to comply with any of the terms of this Note or the Deed of Trust or guaranty which secures this Note, (iv) upon any bankruptcy, insolvency, dissolution or fraudulent conveyance by Maker, (v) upon any seizure, attachment or levy of Maker's assets, or (vi) upon the occurrence of any default under any other obligation of Maker to Holder. Further, at Holder's option after Default, all remaining unpaid principal and accrued interest shall become due and payable immediately without notice (other than any declaration prescribed in applicable sections of the agreements under which such events of default arose), presentment, demand or protest, all of which hereby are waived. Time is Of the ESSENCE.

Maker agrees to an effective rate of interest that is the above rate, plus any additional rate of interest resulting from charges or benefits received by Holder which a court or governing agency deems to be in the nature of interest paid. All payments on this Note shall be applied first in payment of any costs, fees or charges incurred in connection with the indebtedness evidenced hereby, then to Default Interest accrued, then to interest accrued, and then to reduce principal. This Note is secured by a Deed of Trust executed contemporaneously herewith.

Maker waives demand, diligence and presentment for payment, protest, and notice of extension, dishonor, protest and nonpayment of this Note. If Default occurs, Maker promises to pay all costs of collection, court and foreclosure, including reasonable attorneys' fees. No renewal or extension of this Note, delay in enforcing any right of Holder under this Note, acceptance of any late payment, or assignment by Holder of this Note shall constitute a waiver of Holder's right to exercise any of its rights during the continuance of any Default or upon a subsequent Default, or otherwise limit the liability of Maker. All rights of Holder under this Note are cumulative and may be exercised concurrently or consecutively at Holder's option.

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative. This Note shall be construed in accordance with the laws of the State of Arizona, irrespective of its choice of law principles. This Note shall be binding upon Maker and its successors and assigns.

Signed this date:		
Borrower: Victor Gojcaj	ву: Х	Gojcaj
Name & Title: Victor Gojcaj, an unmarried man	i	EXH. NO. 666
Personally Guaranteed by: X	Printed Name: X	Kelly S. Oglesby CR 50178

357665v1 Monthly Installments 6/5/2007

[7 Dj Ca']
EXH. NO. 607
[2-17-18]
Kelly S. Oglesby CR 50178

#### WHEN RECORDED MAIL TO:

DenSco Investment 6132 W. Victoria Place Chandier, AZ 85226

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

#### DEED OF TRUST AND ASSIGNMENT OF RENTS

Date: September 4, 2014

TRUSTOR: Victor Gojcaj, an unmarried man

Address: 10055 E Mountain View Lake Dr., #205, Scottsdale, AZ 85258

BENEFICIARY: DenSco Investment Corporation, an Arizona corporation ("Lender")

Address: 6132 W. Victoria Place, Chandler, AZ 85226

TRUSTEE: Les Zieve

Address: 40 N Central Ave., #1400, Phoenix, AZ 85004

PROPERTY in the County of Maricopa, State of Arizona, described as: Lot 1960, Subdivision Park Scottsdale 15, in the Book 130, of Maps, Page 36, in the plat record in the Recorder's Office of Maricopa County, Arizona.

Street address: 8619 E Columbus Ave., Scottsdale, AZ 85251

WITNESSETH THAT Borrower does hereby irrevocably grant, bargain, sell and convey to Trustee, in trust, with power of sale, the above-described real property;

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances and fixtures now or hereafter a part of the Property, and all rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Lender to collect and apply such rents, issues and profits. All replacements and additions also shall be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property."

#### FOR THE PURPOSE OF SECURING:

A. Performance of each and every agreement of Borrower herein contained. B. Payment of the principal sum of \$209,000.00 (U.S. \$Two Hundred Nine Thousand Dollars and No Cents). This debt is evidenced by Borrower's NOTE or NOTES dated the same date as this DEED OF TRUST, and any extension or renewal thereof (collectively, if applicable, the "Note"). C. Payment of all additional sums and interest thereon which at any time now or hereafter are owed by Borrower to Lender, or its successors or assigns. D. Payment of any amounts hereafter advanced by Lender or paid on behalf of Borrower to perform any duties or obligations of Borrower hereunder, or otherwise to protect the Property or the lien of this Deed of Trust.

#### TO PROTECT THE SECURITY OF THIS DEED OF TRUST, BORROWER AGREES:

1. Borrower has the right to grant and convey the Property and that Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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- 2. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 3. Unless applicable law provides otherwise, all payments received by Lender under Paragraph 2 shall be applied first in payment of any costs or charges, then to Default Interest (as defined in the Note) accrued, then to interest accrued, and then to reduce principal.
- 4. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Paragraph 4. Borrower shall promptly furnish to Lender receipts evidencing the payments.
- 5. Borrower shall promptly discharge any lien in which has priority over this Deed of Trust unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Deed of Trust. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Deed of Trust, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more actions set forth within 10 days of the beginning of notice.
- 6. Borrower shall keep said Property in good condition and repair; not to remove or demolish any building thereon unless part of the construction plan approved in writing by Lender; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said Property in violation of law; to cultivate, irrigate, fertilize, furnigate, prune and do all other acts which from the character or use of said Property may be reasonably necessary, the specific enumerations herein not excluding the general.
- 7. Borrower shall provide, maintain and deliver to Lender fire insurance and general liability insurance on the Property satisfactory to and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Borrower upon any indebtedness secured hereby and in such order as Borrower may determine, or at option of Borrower the entire amount so collected or any part thereof may be released to Lender. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 8. Borrower shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Lender or Trustee may appear.
- 9. Borrower shall pay immediately and without demand all sums expended by Lender or Trustee pursuant to the provisions hereof, with interest from date of expenditure, at the rate of interest found on the Note.
- 10. Borrower shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property. Borrower shall not do or allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small immaterial quantities of Hazardous Substances that are generally recognized to be appropriate to normal cleaning and maintenance purposes of a commercial or residential property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or any Hazardous Substance or Environmental Law of which Borrower has actual or constructive knowledge. If

Borrower learns, or is notified by any governmental or regulatory authority, that any removable or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Laws. As used in this Paragraph 10, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides or herbicides, volatile solvents, materials containing asbestos, formaldehyde or dioxins, and radioactive materials. As used in this Paragraph 10, "Environmental Law" means all federal laws and laws of the state, county and city of the jurisdiction where the Property is located that relates to health, safety or environmental protection.

#### IT IS MUTUALLY AGREED:

- 11. Should Borrower fail to make any payment or to do any act as herein provided, then Lender or Trustee, but without obligation so to do and without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Lender or Trustee being authorized to enter upon said Property for such purposes; (b) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender or Trustee; (c) pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and (d) in exercising any such powers, or in enforcing this Deed of Trust by foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees. Any amounts dispersed by Lender under this Paragraph 11 shall become additional debt of Borrower's, secured by this Deed of Trust unless Borrower and Lender agree to other terms of payment, these amounts shall be payable, with interest, upon demand from Lender to Borrower.
- 12. Any award of damages in connection with any condemnation for public use of or injury to said Property or any part thereof is hereby assigned and shall be paid to Lender who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- 13. TIME IS OF THE ESSENCE IN EACH COVENANT OF THIS DEED OF TRUST; and that by accepting payment of any sums secured hereby after its due date, Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.
- 14. At any time or from time to time, without liability therefor and without notice, upon written request of Lender and presentation of this Deed of Trust and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: (a) reconvey all or any part of said Property; consent to the making of any may or plat thereof; (b) join in granting any easement thereon; or (c) join in any extension agreement or any agreement subordinating the lien or change hereof.
- 15. As additional security, Borrower hereby gives to, confers upon and assigns to Lender the right, power and authority during the continence of these Trusts, to collect the rents, issues and profits of said Property, reserving unto Borrower the right, prior to any default by Lender payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Lender may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said Property or any part hereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Lender may determine. The entering upon and taking possession of said Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 16. The failure of Borrower to comply fully with the terms of the Note or this Deed of Trust shall constitute an immediate default hereunder, and the occurrence of any default under any other notes or deeds of trust

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between the parties securing any other indebtedness owed by Borrower to Lender shall also constitute a default under this Deed of Trust. Upon any such default, Lender shall have the right, at its election, to accelerate immediately any or all of the loans, and proceed to enforce all of Lender's rights, in accordance with Arizona law, including without limitation, the right to foreclose any or all of the deeds of trust and pursue a deficiency judgment(s).

If the Property is sold, assigned or transferred, whether voluntarily, involuntarily, or by operation of law, the entire principal balance together with accrued interest and all other charges shall become immediately due and payable.

17. Notice of sale having been given as then required by law, and not less than the time required by law having elapsed, Trustee, without demand on Borrower, shall sell said Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the Property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Borrower, Trustee or Lender, may purchase at such sale.

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

If Property under this Deed of Trust is located in more than one county, regardless of whether Property is contiguous or not, Trustee may sell all Property in any one of the counties in which part of Property is located; and unless Trustee receives contrary written instructions from Lender or Borrower, Trustee may sell all Property either in parcels or in whole.

If indebtedness secured hereby is secured by one or more other deeds of trust, the upon default of Borrower in payment of indebtedness or performance of any other agreement with Lender, Trustee may sell Property subject to this Deed of Trust and to any other deeds of trust securing said indebtedness at Trustee's sale conducted serially.

Trustee is not obligated to notify any party hereto of pending sale under any other deeds of trust, or of any action or proceeding in which Borrower, Lender or Trustee shall be a party, unless brought by Trustee

- 18. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Lender shall mean the holder and owner of the Note secured hereby, or, if the Note has been pledged, the pledgee thereof. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- 19. Lender may, for any reason or cause, from time to time remove Trustee and appoint a substitute/ successor trustee to any Trustee appointed hereunder, and when any such substitution has been filed for record in the Office of the Recorder of the County in which the Property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees. Without conveyance to the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

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- 20. The Note or a partial interest in the Note (together with this Deed of Trust) may be sold one or more times without notice to Borrower. A sale may result in the change of the person who collects monthly payments due under the Note and this Deed of Trust.
- 21. Borrower/mortgagor hereby waives, releases and discharges any homestead exemption claimed or declared against Property.
- 22. If any term or provision of this Deed of Trust is held invalid or unenforceable by a court or arbitrator of competent jurisdiction, such terms shall be reduced or otherwise modified by such court or arbitrator to the minimum extent necessary to make it valid and enforceable. If such term or provision cannot be so modified, it shall be severed and the remaining terms and provisions of this Deed of Trust shall be interpreted in such a way as to give maximum validity and enforceability to this Deed of Trust. The remaining terms and provisions hereof shall continue in full force and effect.
- 23. Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust without charge to Borrower, except that Borrower shall pay any recordation costs.

Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held thereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. Borrower in such reconveyance may be described as "the person or persons legally entitled thereto."

Request is hereby made that a copy of any notice of default and a copy of any notice of sale hereunder be mailed to Borrower at its/his/her address hereinbefore set forth.

BORROWER: Victor Goicai

NAME and Title of Principal Borrower: Victor Golcai, an unmarried man

Signature By:

STATE OF ARIZONA

) s

COUNTY OF MARICOPA)

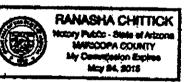
This instrument was acknowledged before me this

By: Victor Goicai

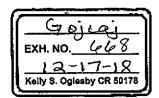
Commission Expires: 5.24.15

7 day or 1750 (420 2014

Notary



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Date: September 4, 2014 Name:(s)Victor Gojcaj

#### DO NOT RECORD

#### CONTINUING PERSONAL GUARANTY

THIS GUARANTY, dated as of the below written date, is made and given by the undersigned guarantors, jointly and severally (collectively, "Guarantor"), in favor of DenSco Investment Corporation ("Lender").

Recitals: Lender is prepared to extend a loan to an entity of which Guarantor is a principal (Debtor"), such indebtedness to be evidenced by a promissory note (the "Note"). It is a condition precedent, among others, to Lender's agreement to extend credit to Debtor that this Guaranty be executed and delivered by Guarantor. Guarantor expects to derive benefits from the extension of credit to Debtor. Therefore, Guarantor is providing this Guaranty at the request of Debtor to induce Lender to extend such financial accommodations to Debtor.

In consideration of the foregoing and for other good and valuable consideration, Guarantor agrees as follows:

The Guaranty. Guarantor (if more than one, jointly and severally), absolutely, irrevocably and unconditionally guarantees and promises to pay to Lender, upon demand: (i) the principal amount, accrued interest, and all other sums payable or to become payable under the Note, or at the election of Lender any one or more installments thereof, if Debtor fails to pay punctually any one or more amounts when due under the Note (principal, interest and/or other charges) at the time and in the manner provided therein; (ii) all other obligations of Debtor to Lender arising under or in connection with the Note, including the deed of trust securing the Note, any agreement between Debtor and Lender executed and delivered in connection with the property described in the deed of trust, and all other documents and instruments evidencing, securing, or executed or delivered in connection with the Note and all other agreements between Debtor and Lender; and (iii) all other obligations of Debtor to Lender, howsoever arising and of any nature whatsoever, and regardless of whether any such obligations indicate that they are intended to be guaranteed by this Guaranty.

The word "obligations" is used in its most comprehensive sense and includes any and all advances, debts, charges, obligations and liabilities of Debtor previously, now or hereafter made, incurred or created, with or without notice to Guarantor, whether voluntary or involuntary, and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether recovery upon such indebtedness may be or hereafter become barred by any statute of limitations, and whether such indebtedness may be or hereafter become otherwise unenforceable (collectively, the principal amount of the Note together with all other obligations specified above, the "Obligations").

Continuing Guaranty. The liability and obligation of Guarantor hereunder shall survive and absolutely, unconditionally and completely continue in full force and effect until indefeasible payment and performance in full of the Obligations, notwithstanding any termination of Debtor's liability by operation of law or bankruptcy, and notwithstanding that the Obligations or any part thereof is deemed to have been paid or discharged by operation of law or by some act or agreement of Lender. For purposes of this Guaranty, the Obligations shall be deemed to be paid only to the extent that Lender actually receives immediately available funds. Guarantor shall remain liable for any deficiency remaining if Lender elects to enforce the Note or foreclose any security interest or agreement securing all or any part of the Obligations, including without limitation the exercise of the private power of sale under the deed of trust, whether or not the liability of Debtor for such deficiency is discharged pursuant to statute, judicial decision or otherwise; and Guarantor agrees not to assert the benefits of any statutory provision limiting the right of Lender to recover a deficiency judgment, or to proceed otherwise against any person or entity obligated for payment of the Obligations, after any foreclosure or sale of any security for the Obligations.

Actions Not Required. Guarantor waives any and all right to cause a marshalling of the assets of Debtor or any other action by any court or other government body with respect thereto or to cause Lender to proceed against any other person liable in respect of the Obligations or against any security for the Obligations, or to pursue any other recourse which Lender may have with respect thereto, and Guarantor further waives and agrees not to assert: (i)

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any right to require Lender to pursue any other remedy available to Lender, or to pursue any remedy in any particular order or manner; (ii) the benefit of any statute of limitations affecting Guarantor's liability hereunder or the enforcement hereof; (iii) demand, diligence, presentment for payment, protest and demand, and notice of extension, dishonor, protest, demand, nonpayment and acceptance of this Guaranty; (iv) notice of the existence, creation or incurring of new or additional indebtedness of Debtor to Lender; (v) the benefits of any statutory provision limiting the liability of a surety, including without limitation the provisions of A.R.S. §§ 12-1641 et seq. and of Rule 17(f) of the Arizona Rules of Civil Procedure; and (vi) any defense arising by reason of any disability or other defense of Debtor or by reason of the cessation from any cause whatsoever (other than payment in full) of the liability of Debtor for the Obligations. Guarantor further acknowledges that time is of the essence with respect to its obligations under this Guaranty.

No Subrogation. Notwithstanding any payment or payments made by Guarantor hereunder or any setoff or application of funds of Guarantor by Lender, Guarantor shall not be entitled to be subrogated to any of the rights of Lender against Debtor for the payment of the Obligations, and hereby waives any right to enforce any remedy that Lender now has, or may hereafter have, against Debtor, and any benefit of, and any right to participate in, any security now or hereafter held by Lender. Guarantor agrees not to seek, and agrees it will not be entitled to seek, any contribution or reimbursement from Debtor until all amounts owing to Lender by Debtor on account of the Obligations are irrevocably paid in full. Notwithstanding any of the foregoing, to the extent (i) any right of subrogation which Guarantor may have pursuant to this Guaranty or otherwise, or (ii) any right of reimbursement or contribution or similar right against Debtor, would result in Guarantor being a "creditor" of Debtor within the meaning of Section 547 of Title II of the United States Bankruptcy Code as now in effect or hereafter amended, or any comparable provision of any successor statute, Guarantor irrevocably waives such right of subrogation, reimbursement or contribution.

Bankruptcy of Debtor. Guarantor expressly agrees that it shall remain liable under this Guaranty for all Obligations arising after the filing of a petition or the commencement of any proceeding by or against Debtor under any bankruptcy or insolvency laws, and that any discharge of any of the Obligations pursuant to any such bankruptcy or similar law or any other law shall not diminish, discharge or otherwise affect in any way its obligations under this Guaranty, and that upon the institution of any of the above actions, such Obligations shall be enforceable against it. If, as a result of any bankruptcy or insolvency of Debtor, or for any other reason, Lender is required to return or restore any payment previously made to Lender of all or any part of the Obligations, the liability of Guarantor hereunder shall be reinstated and revived with respect to that amount as though such amount had never been received by Lender.

Remedies. All remedies afforded to Lender by this Guaranty are separate and cumulative remedies and Guarantor agrees that no one of such remedies, whether or not exercised by Lender, shall be deemed to be in exclusion of any of the other remedies available to Lender and shall in no way limit or prejudice any other legal or equitable remedy which Lender may have hereunder, at law or in equity with respect to the Obligations. Mere delay or failure to act shall not preclude the exercise or enforcement of any rights and remedies available to Lender. The obligations of Guarantor hereunder are separate and independent of the Obligations of Debtor and of any other guarantor, and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought against Debtor or any other guarantor, or whether any other guarantor is joined in any action or actions.

Authorizations. Guarantor authorizes Lender, without notice or demand and without affecting Guarantor's liability hereunder, from time to time, to: (i) renew, modify, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Obligations or any part thereof; (ii) take and hold security for the payment of the Obligations, and enforce, exchange, substitute, subordinate, waive or release any such security; (iii) proceed against such security and direct the order or manner of sale of such security as Lender in its discretion may determine; and (iv) apply any and all payments from Debtor, Guarantor or any other guarantor, or recoveries from such security, in such order or manner as Lender in its discretion may determine.

Costs and Expenses. Guarantor agrees to pay or reimburse Lender on demand for all expenses (including reasonable attorneys' fees) incurred by Lender in enforcing this Guaranty against Guarantor, or arising out of or in connection with any failure of Guarantor to fully and timely perform the obligations of Guarantor hereunder, whether or not a suit is filed.

this Guaranty in any court of competent jurisdiction, and Guarantor expressly consents to the jurisdiction of Maricopa County Superior Courts in the State of Arizona. Any action or proceeding brought by Guarantor arising out of this Guaranty shall be brought solely in a court of competent jurisdiction located in the County of Maricopa, State of Arizona, or in the United States District Court for the District of Arizona.

Representations. Guarantor represents and warrants to Lender as follows: (i) Guarantor is and will continue to be fully informed about all aspects of the financial condition and business affairs of Debtor that Guarantor deems relevant to the obligations of Guarantor hereunder, and waives and fully discharges Lender from any and all obligations (should any such obligation exist) to communicate to Guarantor any information whatsoever regarding Debtor or Debtor's financial condition or business affairs, including without limitation any notice of any default by Debtor; (ii) Guarantor has all requisite power and authority to enter into this Guaranty, to execute, and to carry out and perform its obligations under the terms of this Guaranty; (iii) this Guaranty is a valid and binding legal obligation of Guarantor, and is enforceable in accordance with its terms; and (iv) all action on the part of Guarantor necessary for or appropriate to or in connection with the execution, delivery and performance by Guarantor of this Guaranty has been taken.

Miscellaneous. This Guaranty sets forth the entire agreement of Guarantor and Lender with respect to the subject matter hereof and supersedes all prior oral and written agreements and representations between Lender to Guarantor. No modification or waiver of any provision of this Guaranty or any right of Lender hereunder, and no release of Guarantor from any obligation hereunder, shall be effective unless in a writing executed by an authorized officer of Lender. A waiver so signed shall be effective only in the specific instance and for the specific purpose given. All existing and future indebtedness of Debtor to Guarantor is hereby subordinated to the Obligations. This Guaranty shall inure to the benefit of Lender and its successors and assigns and shall be binding upon Guarantor and its successors and assigns, heirs, executors and personal representatives. Lender may assign this Guaranty in whole or in part without notice,

IN WITNESS WHEREOF, Guarantor has executed this date: September 4, 2014.

Name: Victor Goigai SSN:	• •
Signature of Spouse:	
Name:	
SSN:	
STATE OF ARIZONA ) ) ss. , COUNTY OF MARICOPA )  455.	RANASHA CHITTICK Notway Public - State of Arleona MANICOPA COUNTY My Controllation Explina May 24, 2015
This Instrument was acknowledged before me this day  By: Victor Gojcaj  Rotary	asha Chiotted
Commission Expires: 5.24.15	

3

356657v2

5/22/2007

When recorded, mail to: Victor Gojcaj 10055 E Mountain View Lake Dr., #205 Scottsdale, AZ 85258

### Gpjraj EXH. NO. 669 12-17-18 Kelly S. Oglesby CR 50178

## DEED OF RELEASE AND RECONVEYANCE (Beneficiary)

WHEREAS, the indebtedness secured by the Deed of Trust executed

By: Victor Gojcaj, an unmarried man (Trustor)

To Les Zieve (Trustee)

For the benefit of \_\_DenSco Investment Corporation\_\_\_\_\_\_ (Beneficiary)

Dated September 4, 2014 Recorded September 4, 2014

In Document No. 20140586477, of Official Records in the office of the County

Recorder of Maricopa County, State of Arizona, has been fully paid:

Address: 8619 E Columbus Ave., Scottsdale, AZ 85251 Loan #5517

, 2014.

Dated

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

BY:		
STATE OFArizona) as.		
COUNTY OF _Maricopa_)		
This instrument was acknowledged before me this	day of	, 2014.
ByDenny J. Chittick_ who is known to me, or sar person signing for the above named Beneficiary.		

Message

From: Denny [dcmoney@yahoo.com]

Sent: 1/17/2015 12:30:41 PM

To: Victor Gojcaj [victorgojcaj@yahoo.com] Subject: Re: Mom's meeeting Friday 23rd 11:30

Kelly S. Oglesby CR 50178

Typically they just reply to me, u will like being part of this list. If u need a trade that u have never used, u can email and they will reply, they also offer houses for sale

Sent from my iPad

On Jan 17, 2015, at 11:21 AM, Victor Gojcaj < victorgojcaj@yahoo.com > wrote:

Am i going to be getting an email like this for every guest? And can you please keep my email private?

#### Begin forwarded message:

From: Miller Blackford <mblackford | @cox.net>

Date: January 17, 2015 at 10:53:56 AM MST To: Denny Chittick <dcmoney@yahoo.com>

Cc: "princevillegroup@yahoo.com" <pri>princevillegroup@yahoo.com>.

"Dave@atllasinvestments.com" < Dave@atllasinvestments.com >.

"azkimble@gmail.com" <azkimble@gmail.com>, "kirkjfischer@yahoo.com"

< kirkifischer@yahoo.com>, "mikemoore524@yahoo.com"

<mikemoore524@yahoo.com>, "rustania@gmail.com" <rustania@gmail.com>,

"rexall4u@hotmail.com" <rexall4u@hotmail.com>, "kyle@brownequity.com"

< kyle@brownequity.com >, "bennettcaudle@gmail.com"

<bennettcaudle@gmail.com>, "adam@investorarizona.com"

<adam@investorarizona.com>, "Roger Billeci@PropertyQwest.com"

< Roger Billeci@PropertyOwest.com>, "nishelbadiani@yahoo.com"

<mishelbadiani@yahoo.com>, "JJMILLER@COX.NET"

<<u>JJMILLER@COX.NET</u>>, "jacesanders@gmail.com"

<jacesanders@gmail.com>, "jakegarcia505@yahoo.com"

<jakegarcia505@yahoo.com>, "chad@aldoraconstruction net"

<chad@aldoraconstruction.net>, "appraisalasap@gmail.com"

<appraisalasap@gmail.com>, "barryluchtel@gmail.com"

<barryluchtel@gmail.com>, "landonluchtel@gmail.com"

<landonluchtel@gmail.com>, "yworry1979@hotmail.com"

<yworry1979@hotmail.com>, "bhoward14@cox.net" <bhoward14@cox.net>,

"pzweig@cox.net" <pzweig@cox.net>, "chuck@sellingarizona.com"

<chuck@sellingarizona.com>, "victorgojcaj@yahoo.com"

<<u>victorgojcaj@yahoo.com</u>>, "smschloz@msn.com" <smschloz@msn.com>,

"wbush1120@comcast.net" <wbush1120@comcast.net>, "butlerv@yahoo.com"

<butlerv@yahoo.com>, "wiswirtz@me.com" <wjswirtz@me.com>,

"steve@bunger.me" <steve@bunger.me>, "tpsmith99@me.com"

<msmith99@me.com>, "jamccoy32@gmail.com" <jamccoy32@gmail.com>,

"burdett.anthony@gmail.com" <burdett.anthony@gmail.com>,

"mscroggin@me.com" <mscroggin@me.com>, "hey.ralph01@gmail.com"

<hey.ralph01@gmail.com>, "Jphalen00@aol.com" < Jphalen00@aol.com>,

"Aztonysmith@aol.com" < Aztonysmith@aol.com >, "jimpatmc44@gmail.com" < jimpatmc44@gmail.com >

Subject: Re: Mom's meeeting Friday 23rd 11:30

I will be there.

On Jan 16, 2015, at 4:17 PM, Denny Chittick wrote:

it's at Z'Tejas 1525 E Bethany home Rd., Phx,

Shawn's buying, please bring extended relatives!

let me know head count. thx dc

DenSco Investment Corp <u>www.denscoinvestment.com</u> 602-469-3001 C 602-532-7737 f

#### Message

From:

¥

Denny [dcmoney@yahoo.com]

Sent:

1/17/2015 1:22:56 PM

To:

Victor Gojcaj [victorgojcaj@yahoo.com]

Subject:

Re: Mom's meeeting Friday 23rd 11:30

We r not finicky when it is free

Sent from my iPad

On Jan 17, 2015, at 2:11 PM, Victor Gojcaj < victorgojcaj@yahoo.com> wrote:

I'm just a lonely girl in a lonely world Denny.

Looking forward to when I have to buy lunch.

But Chik fila.

Ha ha

On Jan 17, 2015, at 1:30 PM, Denny < dcmoney@yahoo.com > wrote:

Typically they just reply to me, u will like being part of this list. If u need a trade that u have never used, u can email and they will reply, they also offer houses for sale

Sent from my iPad

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To: Denny Chittick < dcmoney@yahoo.com>

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cprincevillegroup@yahoo.com>,

"Dave@atllasinvestments.com"

<<u>Dave@atllasinvestments.com</u>>,

"azkimble@gmail.com" <azkimble@gmail.com>,

"kirkifischer@yahoo.com"

<kirkifischer@yahoo.com>,

"mikemoore524@yahoo.com"

<mikemoore524@yahoo.com>,

"rustania@gmail.com" <rustania@gmail.com>,

EXH. NO. 671 | 2-17-18 | Keily S. Oglesby CR 50178 "rexall4u@hotmail.com" <rexall4u@hotmail.com>, "kyle@brownequity.com" <kyle@brownequity.com>. "bennettcaudle@gmail.com" <bennettcaudle@gmail.com>. "adam@investorarizona.com" <adam@investorarizona.com>, "Roger.Billeci@PropertyOwest.com" <Roger.Billeci@PropertyOwest.com>. "nishelbadiani@yahoo.com" <nishelbadiani@vahoo.com>. "JJMILLER@COX.NET" </ "jacesanders@gmail.com" <iacesanders@gmail.com>, "jakegarcia505@yahoo.com" <iakegarcia505@yahoo.com>, "chad@aldoraconstruction.net" <chad@aldoraconstruction.net>. "appraisalasap@gmail.com" <appraisalasap@gmail.com>, "barryluchtel@gmail.com" <barryluchtel@gmail.com>, "landonluchtel@gmail.com" <a href="mailto:</a>| <a href="mailto:landonluchtel@gmail.com"><a href="mailto:landonluchtel@gmail "yworry1979@hotmail.com" <www.ny1979@hotmail.com>, "bhoward14@cox.net" <bhoward14@cox.net>, "pzweig@cox.net" <pzweig@cox.net>, "chuck@sellingarizona.com" <chuck@sellingarizona.com>, "victorgojcaj@yahoo.com" <victorgojcaj@yahoo.com>, "smschloz@msn.com" <smschloz@msn.com>. "wbush1120@comcast.net" <wbush1120@comcast.net>, "butlerv@yahoo.com" <butlerv@yahoo.com>, "wjswirtz@me.com" <wi>swirtz@me.com>, "steve@bunger.me" <steve@bunger.me>, "tpsmith99@me.com" <tpsmith99@me.com>, "jamccoy32@gmail.com" <iamccoy32@gmail.com>, "burdett.anthony@gmail.com" <burdett.anthony@gmail.com>, "mscroggin@me.com" <mscroggin@me.com>, "hev.ralph01@gmail.com" <hey\_ralph01@gmail.com>, "Jphalen00@aol.com" <Jphalen00@aol.com>, "Aztonysmith@aol.com" <Aztonysmith@aol.com>, "jimpatmc44@gmail.com" <iimpatmc44@gmail.com> Subject: Re: Mom's meeeting Friday 23rd 11:30

ţ

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Shawn's buying, please bring extended relatives!

let me know head count. thx

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

1

Message

From: Denny [dcmoney@yahoo.com]

Sent:

\$

5/19/2015 8:42:13 PM

To:

Victor Gojcaj [victorgojcaj@yahoo.com]

Subject:

Re: FHA under 90 days

Truth somewhere in the middle

Sent from my iPad

On May 19, 2015, at 5:36 PM, Victor Gojcaj <victorgojcaj@yahoo.com> wrote:

If rich lied he's fired.

If josh lied. My actions will speak louder.

On May 19, 2015, at 5:13 PM, Domoney < dcmoney@yahoo.com> wrote:

I talked to josh by the way. He never spoke to Richie, so what u told me About him unwilling to give him the info Unless Richie paid him was a conversation That never happened

I hope this lender can help u on some deals

On May 19, 2015, at 4:17 PM, Victor Gojcaj < victorgojcaj@yahoo.com > wrote:

Begin forwarded message:

From: Team Rachel Lang

<<u>LangTeam@caliberhomeloans.com</u>> Date: May 19, 2015 at 4:02:07 PM MST To: 'Victor Gojcaj' <victorgojcaj@yahoo.com>

Subject: RE: FHA under 90 days

HI Victor! We are able to close on FHA loans where the seller has owned the property for less than 90 days. We have a variance to do so, and have closed several this year, after the flip waiver expired. It will still require a home inspection, and if the seller is selling a property for more than 20% of the price they bought it for, a 2<sup>nd</sup> appraisal would be required (to be paid by the seller or lender). Please let us know if you have any other questions. Have a great day!

DOCID 00067525

Kelly S. Oglesby CR 50178

Warm Regards,

Brandi

₹

THE LANG TEAM

BRANDI N PAUCEK NMLS#1146983 AZ BK#0119780

TRANSACTION COORDINATOR
15169 N. SCOTTSDALE RD. #2008 |
SCOTTSDALE, AZ 85254

Office:602.715.2875 |
DIRECT:480.658.1357 | FAX:602.792.0400
BRANDI.PAUCEK@CALIBERHOMELOANS.CO
M

RACHELLANGTEAM@CALIBERHOMELOANS.

WWW.LANGLENDING.COM

From: Victor Gojcaj [mailto:victorgojcaj@yahoo.com]

Sent: Friday, May 15, 2015 3:45 PM

To: Team Rachel Lang

Subject: Fwd: FHA under 90 days

Hi Rachel,

Can you fill me in exactly on the 90 day fha situation.
Would help me lots

Begin forwarded message:

From: Denny Chittick <dcmoney@yahoo.com>

Date: May 15, 2015 at 3:40:02 PM

MST

To: "princevillegroup@yahoo.com" <princevillegroup@yahoo.com>, "D ave@atllasinvestments.com" 
<Dave@atllasinvestments.com>, "a zkimble@gmail.com" <a href="mailto:azkimble@gmail.com"> "mikemoo re524@yahoo.com"</a>

DOCID\_00067525

<mikemoore524@yahoo.com>, "mb lackford1@cox.net" <mblackford1@cox.net>, "rustania @gmail.com" <<u>rustania@gmail.com</u>>, "rexall4u@ hotmail.com" <rexall4u@hotmail.com>, "kyle@br ownequity.com" < kyle@brownequity.com>, "bennett caudle@gmail.com" <<u>bennettcaudle@gmail.com</u>>, "ada m@investorarizona.com" <adam@investorarizona.com>, "Ro ger.Billeci@PropertyQwest.com" < Roger Billeci@PropertyQwest.com >, "nishelbadiani@yahoo.com" <nishelbadiani@yahoo.com>, "JJMI LLER@COX.NET" <JJMILLER@COX.NET>, "jacesan ders@gmail.com" <jacesanders@gmail.com>, "jakega rcia505@yahoo.com" <a href="mailto:siakegarcia505@yahoo.com">, "cha d@aldoraconstruction.net" <chad@aldoraconstruction.net>, "ap praisalasap@gmail.com" <appraisalasap@gmail.com>, "barry luchtel@gmail.com" <barryluchtel@gmail.com>, "lande nluchtel@gmail.com" <a href="mailto:</a>, "ywor ry1979@hotmail.com" <wworry1979@hotmail.com>, "bho ward14@cox.net" showard14@cox.net>, "pzweig@c ox.net<sup>n</sup> <pzweig@cox.net>, "victorgojcaj@ vahoo.com" <victorgoicaj@yahoo.com>, "joann a@rsiazhomes.com" <ioanna@rsiazhomes.com>, "marib elhoward@cox.net" <maribelhoward@cox.net>, "rodstr obel@cox.net" <rodstrobel@cox.net> Subject: FHA under 90 days Reply-To: Denny Chittick <dcmoney@yahoo.com>

below is the contact info for hte lender that says they can close an FHA in under 90 days. let me know....

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

----- Forwarded Message -

From: Josh Randall

<josh@randallrealtyexperts.co

m>

To: Denny Chittick

<dcmoney@yahoo.com>;

Miller Blackford

<mblackford1@cox.net>

Sent: Friday, May 15, 2015

2:51 PM

Subject: Fwd: May 15th Newsletter: 20% Down on INVESTMENT Properties is NO LONGER NEEDED!

Hey Denny and Miller,

Here's the lender I found that I gave you the info of. Here's her full report of stuff they can do. Took me about 30 lenders to find this one. She added me to her newsletter so I'll keep you informed if something changes, but for now, if we need FHA, this is the only lender I've found that can do a flip still prior to 90 days.

Anyway, here's to putting a face to the name and contact info I gave you, and you can scroll through her newsletter of info now that she added me to her email list...

She can also do 15% down on investment properties, which is a great resource for buyer's looking to buy rentals. Another niche market to add value to investors. If you know of anyone looking to buy a rental, please pass my info along to them and I'll help them find a good one and take advantage of a better loan program for down payment, than most others offer.

Thanks again for the opportunity!

Josh Randall
Randall Realty Experts
Branch Manager / Team
Owner
Keller Williams Realty
East Valley
Real Estate Professional
Direct AZ: 480-635-2148
E-Fax 1-866-569-0927

------Forwarded
message -----From: Rachel Lang
<a href="mailto:right-name">right-name</a>
<a href="mailto:rig

Date: Fri, May 15, 2015 at

12:36 PM

Subject: May 15th

Newsletter: 20% Down on INVESTMENT Properties

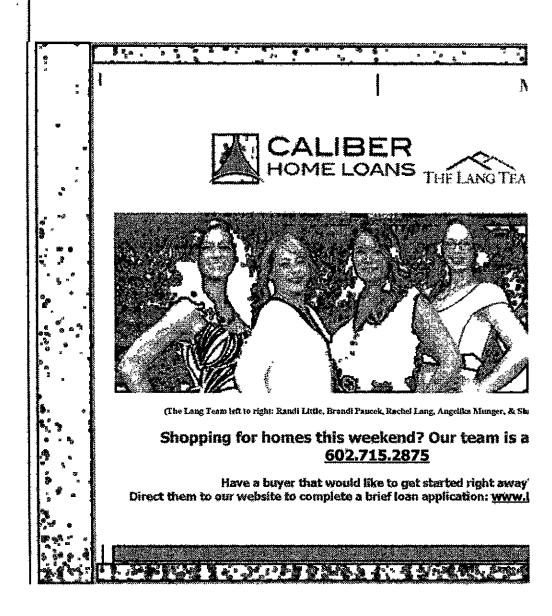
is NO LONGER

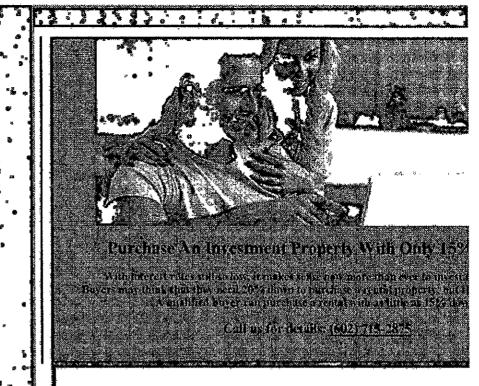
**NEEDED!** 

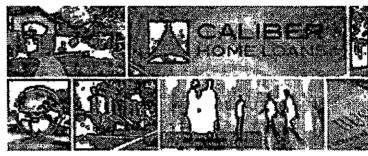
To:

josh@randallrealtyexperts

.com







New 2015 Changes to Closing Class (3 Hours Contract)
RESPA/TILA Integrated Disclosures

#### PLEASE JOIN US!

New 2015 Changes to Closing Class (3 Hours Contract). This course is design estate agents about navigating and understanding the new real estate settlemen RESPA integration) for financed transactions effective for applications on 8/1/focus on contract obligations of the finance section of the Arizona contract, an the new three day want period from the final settlement being delivered to the colosing/note date.

The course aims to keep buyers compliant with the contract under the new TIL integration

What:New 2015 Changes to Closing (3 Hours Contract)

When: May 27th, 2015

9:00 AM - 12:00 Noon (registration starts at 8:30 AM)

Where: Caliber Home Loans, Inc.

2121 W. Chandler Blvd, Ste. 215, Chandler, AZ 85224

Cost: \$10 to receive the CE (to be 100% RESPA compliant); FREE if you just want to the information. Cash, check or credit card accepted at the di

# SPACE IS LIMITED! <u>Click here to RSVP</u>

Instructor: Patrick Ritchie

Alumnus of ASU Sandra Day O'Connor College of Law and Senior GRI 1 Ritchie School of Real Estate Finance (S05-0008)



RITCHIE SCHOOL OF REAL ESTATE FINANCE



IMPORTANT UPDATES To Our Fresh Start Prog Rates are now <u>LOWER</u>, and more than one credit event for a is now <u>acceptable!</u>

Caliber has developed a loan program specifically for buyers that have had foreclosure, or bankruptcy and want to buy again right av

Help us get the word out to your buyers: Have you had a foreclosure, short sale, or bankruptcy recently and ne

Our Fresh Start Program offers:

\* NO WAITING PERIOD for qualified home buyers to purchase a prima \*Investors also have options with the Fresh Start Progra

<u>602.715.2875</u>

<!--[if !vml]--><!--[endif]



# FHA FLIPS .. We CAN Close Th

What is an FHA flip?

A property owned by an individual or entity (LL within 90 days of the acquisition

- Seller must be the owner of record on title.
- FHA defines the seller's date of acquisition as the date of the settle seller's purchase of that property.
- Transactions with sales price greater than or equal to a 20% increase seller's acquisition cost require:
- A Property Inspection completed in the name of Caliber Home L for the inspection.
- Realtor can place inspection order with Kathy Seaton: SEATON & A 602-841-3166 E-MAIL; fhaorder@inspectoraz.com Web: http://inspe
  - Two Appraisals. Buyer cannot pay for the 2nd appraisal, it is per or lender to pay for the 2nd appraisal. Caliber orders both appraisals t lower of the two appraised values must be used to qualify.

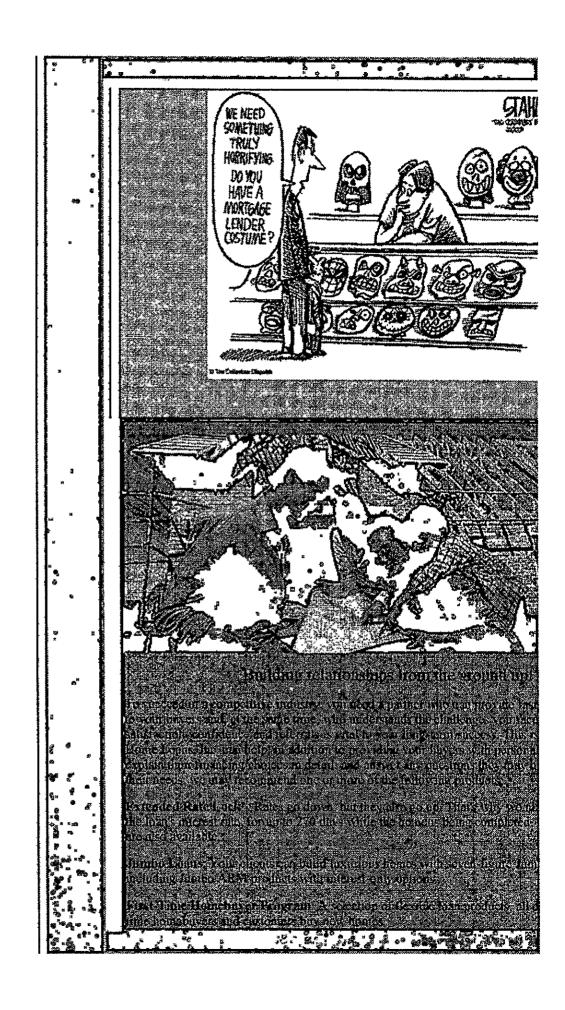
Contact our team for more details: 602.715.2875

#### Did you know that a fivensed Ligan Officer's job institus is availa

Fig. NMLS Consumer Are as high is a great tool for payers that are anterested in reviewing a story. All individual figures 12 has a river a reported to bissory is available offline to great outlidence as externally important, so guide your buyers (especially those they are showning they have been up individually in the area to the fine liver. They may be notified to be until the liver by the proclass has him only one week of leading

Go ahead and take a neek arout history, we have nothing to

http://endurersineractes.org/# #



#### Contact of coles to learn more about Meserching separation



<!--[if !vml]--><!--[endif]-->

How would you like to instantly Gen PQFs & LSUs ANYTIME?

Now you can...with Nestablish & The Lang T We strive to provide you with cutting edge technolousiness. We offer Nestablish to our realtor partners will access to our Loan Officer signed Prequalification Letter day 7 days a week. An

#### How It Works

Once we have imported the buyer's loan data into the will receive an email invitation to access their loan. Log in, and you can quickly and formatted pre-qualification letter for any value the buyer wants, up to a maximum amouteam.

#### **Increase Sales**

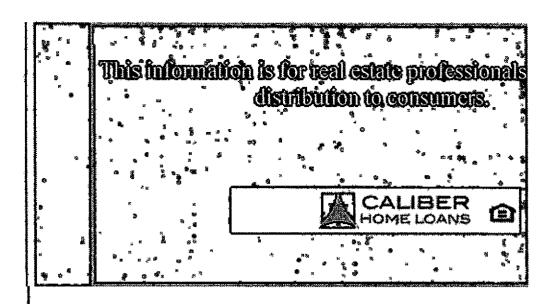
Instant letter generation helps put YOU first in line and increases the likelihood your Reducing the lag normally associated with waiting on your buyer's prequalification let means you're in control of the process and timeline!

Call our team for more information on how we can help streamline: 602.715.2875

# What's Happenir

Like The Lang Team of Caliber Home I page on Facebook for news, events, & updates the week!





This message was sent to josh@randallrealtyexperts.com from

Rachel Lang | langteam@caliberhomeloans.com | Cobalt Mortgage | 15169 N Scottsdale Road Suite 200 | Scottsdale, AZ 85254

Email Me

toda della ede p destidadio, i

Unsubscribe

This electronic transmission and any documents or other writings sent with it constitute confidential information, which is intended only for the named recipiers. If you are not the intended recipiers, please reply to the sender that you have received the message in error and delete it. Any disclosure, copying, distribution or the taking of any action concerning the contents of this communication or any attachment(s) by anyone other than the intended recipiers is strictly prohibited. Caliber Home Loans, Inc. 3701 Regent Bivd., Suite 200, Irving, TX 75063. Equal Housing Lender. NMLS # 15822.

Message

From:

Denny Chittick [dcmoney@yahoo.com]

Sent:

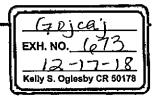
7/22/2015 12:47:26 PM

To:

Veronica Gutierrez [veronicacastro@live.com]

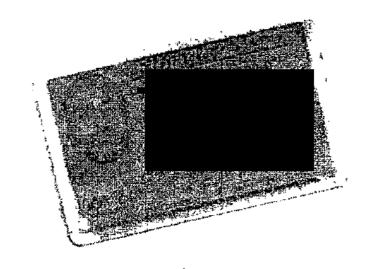
Subject:

Attachments: victors license.jpg; Victor Docs.pdf



# can you notarize these docs for me? thx dc

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



When recorded, mail to:	
DenSco Investment 6132 W. Victoria Place Chandler, AZ 85226	
MORT	GAGE
July 22, 2015 The undersigned borrower ("Borrower") acknow DenSco Investment Corporation ("Lender") in the payable to: Trustee Corps ("Trustee"). The loan Property legally described as: Lot 76, Subdivisit of Maps, Page 13, in the plat record in the Arizona. Address: 8106 E Cypress St., Scottsdal-Trustee, which took place on July 21, 2015, Born highest bid, and the loan is intended to fund all of such trustee's sale.	e sum of \$208,510.00, as evidenced by check was made to Borrower to purchase the Real on Cox Heights Unit One, recorded in Book 83, Recorder's Office of Maricopa County, e., AZ 85257 At a trustee's sale conducted by ower became the successful purchaser with the
	the full amount of the loan, with interest at the rate t until paid in full, such amounts to be due and note.
against the Real Property to secure payment of the who shall derive benefits from the loan, in order hereby irrevocably and unconditionally guarantee full loan amount and all other sums payable or to any such amounts when due. Borrower further against further documents as may be necessary to efficient delivered to Lender a promissory note and deed a shall be recorded against the Real Property as simultaneously with the recording of the Truste undersigned principal of Borrower to execute, as lent by Lender under said promissory note.  Borrower: MWM-AZ, PLLC	rst, prior and superior equitable lien and mortgage the loan. The undersigned principal of Borrower to induce Lender to extend the loan to Borrower) is and promises to pay to Lender upon demand the become payable hereunder if Borrower fails to pay tees to execute, acknowledge and deliver to Lender ectuate the intent of this transaction. Borrower has of trust, and Borrower agrees that the deed of trust a first, prior and superior lien and encumbrance e's Deed. Borrower further agrees to cause the knowledge and deliver a guaranty of the amounts
Name & Title of Principal Borrower: Victor Goi Signature:	caj, Managing Member of LLC
State of Arizona )	
) ss.  County of Maricopa )  Subscribed, sworn to and acknowledged before me	e this day of, 2015.
By:Victor Gojcaj Commission Expirés:	
	Notary

5/22/2007

356655v2

- 20. The Note or a partial interest in the Note (together with this Deed of Trust) may be sold one or more times without notice to Borrower. A sale may result in the change of the person who collects monthly payments due under the Note and this Deed of Trust.
- 21. Borrower/mortgagor hereby waives, releases and discharges any homestead exemption claimed or declared against Property.
- 22. If any term or provision of this Deed of Trust is held invalid or unenforceable by a court or arbitrator of competent jurisdiction, such terms shall be reduced or otherwise medified by such court or arbitrator to the minimum extent necessary to make it valid and enforceable. If such term or provision cannot be so modified, it shall be severed and the remaining terms and provisions of this Deed of Trust shall be interpreted in such a way as to give maximum validity and enforceability to this Deed of Trust. The remaining terms and provisions hereof shall continue in full force and effect.
- 23. Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust without charge to Borrower, except that Borrower shall pay any recordation costs.

Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held thereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. Borrower in such reconveyance may be described as "the person or persons legally entitled thereto."

Request is hereby made that a copy of any notice of default and a copy of any notice of sale hereunder be mailed to Borrower at its/his/her address hereinbefore set forth.

NAME and Title of Principal Borrower: Victor Goicaj, Managing Member of LLC

BORROWER; MWM-AZ, PLLC

Signature By:

STATE OF ARIZONA )		
1	SS.	
By: Victor Gojcaj		
Commission Expires:	Notary	

5/22/2007

When recorded, mail to:		
DenSco Investment 6132 W. Victoria Place Chandler, AZ 85226		
MORTGAGE July 22, 2015 The undersigned borrower ("Borrower") acknowledges receipt of the proceeds of a loan from DenSco Investment Corporation ("Lender") in the sum of \$217,015.00, as evidenced by check payable to: Quality Loan Service Corporation ("Trustee"). The loan was made to Borrower to purchase the Real Property legally described as: Lot 74, Subdivision Phoenix Homesteads Tract, recorded in Book 29, of Maps, Page 7, in the plat record in the Recorder's Office of Maricopa County, Arizona. Address: 2734 E Flower St., Phoenix, AZ 85016 At a trustee's sale conducted by Trustee, which took place on July 21, 2015, 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 lient 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: MWM-AZ, PLLC		
Name & Title of Principal Borrower: Victor Goj. Signature:	caj, Managing Member of LLC	
State of Arizona ) ) \$8. County of Maricopa )		
Subscribed, sworn to and acknowledged before me By: Victor Gojcaj	e this, 2015.	
Commission Expires:		

356655v2 5/22/2007

Notary

- 20. The Note or a partial interest in the Note (together with this Deed of Trust) may be sold one or more times without notice to Borrower. A sale may result in the change of the person who collects monthly payments due under the Note and this Deed of Trust.
- 21. Borrower/mortgagor hereby waives, releases and discharges any homestead exemption claimed or declared against Property.
- 22. If any term or provision of this Deed of Trust is held invalid or unenforceable by a court or arbitrator of competent jurisdiction, such terms shall be reduced or otherwise modified by such court or arbitrator to the minimum extent necessary to make it valid and enforceable. If such term or provision cannot be so modified, it shall be severed and the remaining terms and provisions of this Deed of Trust shall be interpreted in such a way as to give maximum validity and enforceability to this Deed of Trust. The remaining terms and provisions hereof shall continue in full force and effect.
- 23. Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust without charge to Borrower, except that Borrower shall pay any recordation costs.

Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held thereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. Borrower in such reconveyance may be described as "the person or persons legally entitled thereto."

Request is hereby made that a copy of any notice of default and a copy of any notice of sale hereunder be mailed to Borrower at its/his/her address hereinbefore set forth.

NAME and Title of Principal Borrower: Victor Goicai, Managing Member of LLC

BORROWER: MWM-AZ, PLLC

STATE OF ARIZONA	) } da	
COUNTY OF MARICOPA	) §s. )	
	s acknowledged before me this day of, 2015.	i
By: Victor Gojcaj		
Commission Expires:	No.	ļ
	Notary	

From:

Denny Chittick [dcmoney@yahoo.com]

Sent:

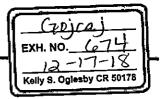
9/25/2015 12:48:28 PM

To:

Yomtov Scott Menaged [smena98754@aol.com]

Subject:

Fw: 1125 E marigold



# when it comes to breaks, i couldn't catch one with a mit the size of grand canyon

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

— Forwarded Message ——

From: Victor Gojcaj <victorgojcaj@yahoo.com>
To: Denny Chittick LENDER <dcmoney@yahoo.com>

Sent: Friday, September 25, 2015 12:33 PM

Subject: 1125 E marigold

A 3rd buyer was added to marigold And they over nightin loan docs today So Monday late or Tuesday its cashed out

From:

Domoney [domoney@yahoo.com]

Sent:

9/29/2015 2:35:14 PM

To:

Yomtov Scott Menaged [smena98754@aoi.com]

Subject:

Fwd: 1125 E. Marigold Closing Attachments: Untitled attachment 243345.htm

Can u believe this

# Begin forwarded message:

From: Victor Gojcaj < victorgojcaj @yahoo.com> Date: September 29, 2015 at 2:33:17 PM MST

To: Denny Chittick LENDER < dcmoney@yahoo.com>

Subject: Fwd: 1125 E. Marigold Closing

# Begin forwarded message.

From: "Albo, Catherine" <ccalbo@ltic.com> Date: September 29, 2015 at 2:32:14 PM MST

To: "Victor Gojcaj (VictorGojcaj@yahoo.com)" < VictorGojcaj@yahoo.com>.

"rich vairo" <rvairo@aol.com> Subject: 1125 E. Marigold Closing

Hi Victor,

I just tried calling you but reached your voicemail.

Please note the lender just called to inform us that they just discovered that the loan documents that were signed by the Buyers were incorrect and will need to be re-signed since the son is a non-borrowing Buyer but was included in the loan documents as a borrower.

The revised set of loan documents just arrived and I'm scrambling to get the Buyers' signatures. Since the parents are out of state, we're looking at potentially a 2 day delay.

# [CCAlbo]

\*\*Be aware! Online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer immediately to verify the information prior to sending funds.\*\*

NOTICE: The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.

From:

Denny Chittick [dcmohey@yahoo.com]

Sent:

10/30/2015 2:09:30 PM

To:

Veronica Gutierrez [veronicacastro@live.com]

Subject:

Attachments: Vics docs.pdf; victors license.jpg



# can you notarize these docs plz? scan them back to me plz

did Erik show up? thx dc

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

- 20. The Note or a partial interest in the Note (together with this Deed of Trust) may be sold one or more times without notice to Borrower. A sale may result in the change of the person who collects monthly payments due under the Note and this Deed of Trust.
- Borrower/mortgagor hereby waives, releases and discharges any homestead exemption claimed or declared against Property.
- 22. If any term or provision of this Deed of Trust is held invalid or unenforceable by a court or arbitrator of competent jurisdiction, such terms shall be reduced or otherwise modified by such court or arbitrator to the minimum extent necessary to make it valid and enforceable. If such term or provision cannot be so modified, it shall be severed and the remaining terms and provisions of this Deed of Trust shall be interpreted in such a way as to give maximum validity and enforceability to this Deed of Trust. The remaining terms and provisions hereof shall continue in full force and effect.
- 23. Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust without charge to Borrower, except that Borrower shall pay any recordation costs.

Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held thereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. Borrower in such reconveyance may be described as "the person or persons legally entitled thereto."

Request is hereby made that a copy of any notice of default and a copy of any notice of sale hereunder be mailed to Borrower at its/his/her address hereinbefore set forth.

NAME and Title of Principal Rorrower Victor Coicai Managing Member of LLC

BORROWER: MWM-AZ, PLLC

Signature By:	
STATE OF ARIZONA ) ) ss. COUNTY OF MARICOPA)	
This Instrument was acknowledged before me this day of, 2015.  By: Victor Gojcaj  Commission Expires:	
Notary	

When recorded, mail to:	
DenSco Investment	
6132 W. Victoria Place	
Chandler, AZ 85226	

MORTGAGE

October 30, 2015

The undersigned borrower ("Borrower") acknowledges receipt of the proceeds of a loan from DenSco Investment Corporation ("Lender") in the sum of \$191,500.00, as evidenced by check payable to: Barrett Daffin Frappier Treder and Weiss, LLP ("Trustee"). The loan was made to Borrower to purchase the Real Property legally described as: Lot 21, Subdivision Merriewood, recorded in Book 39, of Maps, Page 8, in the plat record in the Recorder's Office of Maricopa County, Arizona. Address: 7024 N 14th Avenue, Phoenix, AZ 85021 At a trustee's sale conducted by Trustee, which took place on October 29, 2015, 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.

Name & Title of Principal Borrower: Victor Gojcaj, Managing Member of LLC

Borrower: MWM-AZ, PLLC

Signature:		
State of Arizona )		
) ss.		
County of Maricopa )		
Subscribed, sworn to and acknowled	ged before me this day of	, 2015
By:Victor Gojcaj		
Commission Expires:		
	Notary	

356655v2



From: Denny Chittick [dcmoney@yahoo.com]

Sent: 11/19/2015 7:50:24 PM

To: Saundra Smith Tony [aztonysmith@aol.com]; Jeff Phalen [jphalen00@aol.com]; Warren Fay Bush

[wbush1120@comcast.net]; Van Butler [butlerv@yahoo.com]; Ralph Hey [hey.ralph01@gmail.com]; Anthony

Burdett [burdett.anthony@gmail.com]

Subject: Fw: Magic.

Attachments: IMG\_2944.PNG; IMG\_2945.PNG

i thought you would like to see a before and after.

dc

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

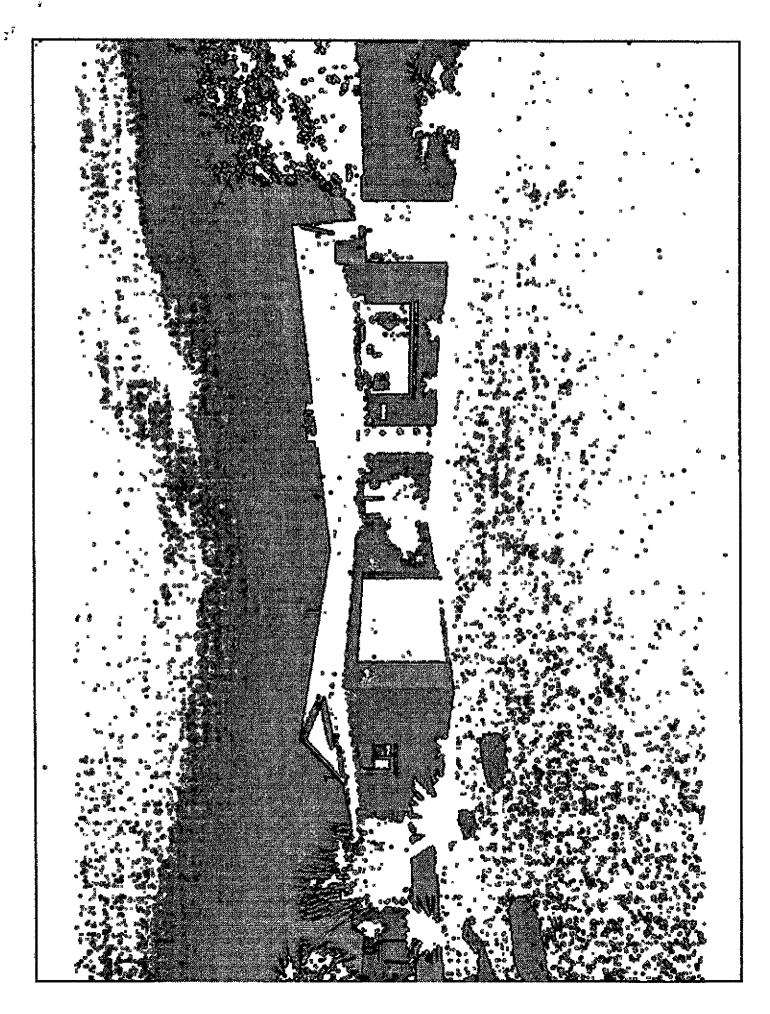
---- Forwarded Message ----

From: Victor Gojcaj <victorgojcaj@yahoo.com>
To: Denny Chittick LENDER <dcmoney@yahoo.com>

Sent: Thursday, November 19, 2015 7:48 PM

Subject: Magic.

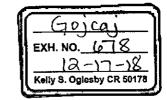
¥.;



# DenSco Investment Corporation

June 8, 2016

The Garzella Group Kevin Conway 8147 E Evans Rd., Ste#B-09 Scottsdale, AZ 85260



Kevin:

I would like to have an email or faxed copy of the properties insurance for the following address:

2128 W Madison St., Phoenix, AZ 85009

For the following Borrower/Insured:

MWM-AZ, PLLC

Victor Gojcaj

# BORROWER/INSURED NAMED ABOVE, WILL BE PAYING THE PREMIUM.

Effective: June 8, 2016

Loan #: 7932 Loan Amount: \$99,000.00

I am the lender for this property and would like to be listed as a Mortgagee and Co-Beneficiary on the insurance policy.

DenSco Investment Corporation 6132 W. Victoria Place Chandler, AZ 85226

You may EMAIL (dcmoney@yahoo.com) or fax it to me at 602-532-7737 (no cover sheet necessary) thank you for your help.

Sincerely,

Denny J. Chittick

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

A.

Message

From: Adam Ugur Tunc [adam@investorarizona.com]

Sent:

8/3/2016 11:42:47 PM

CC:

Nishel Badiani [nishelbadiani@yahoo.com]; Denny Chittick [dcmoney@yahoo.com]; princevillegroup@yahoo.com;

azkimble@gmail.com; mikemoore524@yahoo.com; mblackford1@cox.net; rustania@gmail.com;

rexall4u@hotmail.com; bennettcaudle@gmail.com; Roger.Billeci@PropertyQwest.com [Roger.Billeci@propertyqwest.com]; jacesanders@gmail.com; jakegarcia505@yahoo.com;

chad@aldoraconstruction.net; appraisalasap@gmail.com; barryluchtel@gmail.com; landonluchtel@gmail.com;

yworry1979@hotmail.com; pzweig@cox.net; joanna@rsiazhomes.com; maribelhoward@cox.net; rodstrobel@cox.net; pearces@mailhaven.com; jc13777@yahoo.com; jmay@win-wintransactions.com;

robbrant76@yahoo.com

Subject:

Re: RIP Denny !

Ok, Victor's email is removed from the list per his request,

I Just heard from Denny's sister Shawna; She says there will be a service most likely in about a month. As all of you can imagine the entire family is deeply saddened with this unexpected departure.

One thing Victor sad was true though I always saw Denny struggled to make people pay for the lunches
:))) That is ok I guess we can all pay for our own lunch when we meet right? So that would not be a big deal
. We don't even need to meet every month, when ever we feel that there is an interest then we meet. Shawna also said that Denny loved and cared about our group and we should keep it open in his memory if possible.

If everyone says YES or NO by REPLY ALL we can decide guys,

Thank you:)

Sincerely,

Adam Ugur TUNC

President

# Metropolitan Real Estate PLC Twin Brothers' Properties, LLC

www.Metropolitanaddis.com www.Investorarizona.com

Ethiopia Cell : +251 - 929 346170

Turkey Cell : +90 - <u>507 3694566</u> (also WHATS APP) US Cell : +1 - <u>480 2339558</u> (also VIBER)

Ethiopia Office: -Across from Friendship Hotel next to Ukraine Embassy, Addis Ababa, Ethiopia, +251 011667 3193

US Office: 2875 W Ray Rd #6-444 Chandler, AZ 85224- USA, (480) 275-5651

On Thu, Aug 4, 2016 at 12:21 AM, Victor Gojcaj < victorgojcaj@yahoo.com > wrote: Where was everybody when DENNY would ask for volunteers on moms meeting lol and no one volunteered Get real folks

Take me off this list

4

On Aug 3, 2016, at 1:55 PM, Nishel Badiani < nishelbadiani@yahoo.com > wrote:

Agree with Adam! We should keep group together in honor of Denny

Sent from my iPhone Nishel Badiani 602-920-0150 Direct 480-302-7991 Fax

On Aug 3, 2016, at 3:28 AM, Adam Ugur Tunc <adam@investorarizona.com> wrote:

Dear Mom's Group,

I can not believe this email wont be read by Denny, I just Learned that he passed away. I am deeply sad, he was a dear friend and an awesome guy to do business with. We will miss him dearly:((

I hope we can keep this group in his memory as he put a lot of time in to this and made a great group of friends for many of us. We all know each other mostly just because of him.

Rest In Peace DENNY!!!

Sincerely,

Adam Ugur TUNC

President

Metropolitan Real Estate PLC Twin Brothers' Properties, LLC

www.Metropolitanaddis.com www.investoranzona.com

Ethiopia Cell: +251 - 929 346170

Turkey Cell . +90 - 507 3694566 (also WHATS APP)
US Cell : +1 - 480 2339358 (also VIBER)

US Office: 2875 W Ray Rd #6-444 Chandler, AZ 85224- USA, (480) 275-5651

On Wed, Oct 28, 2015 at 6:44 PM, Denny Chittick < dcmoney@yahoo.com > wrote:

last reminder...
let me know if you are coming thx
dc

DenSco Investment Corp <u>www.denscoinvestment.com</u> 602-469-3001 C 602-532-7737 f

From:

Brett Anderson [BAnderson@ATSAAZ.com]

Sent:

8/22/2016 9:00:18 AM

To:

Beauchamp, David G. [dbeauchamp@clarkhill.com]

Subject:

Densco Payoff

Attachments: DOC082116-08212016085834.pdf; DOC082116-08212016085206.pdf

Good Morning David,

Attached is a payoff request on one of the Densco loans...

This one is for Victor Gojcaj — MWM-AZ, PLLC...

Can you provide good through 8-26 and also include a per diem in case we go past Friday?

Attached also is a copy of the recorded D.T.

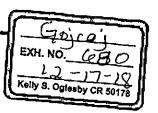
Please let me know if you need anything else from me on this...

Thank-you!

**Brett Anderson Branch Manager** American Title Service Agency 2929 E. Camelback Rd., #204 Phoenix, AZ 85016 602-424-7298 - Office 602-762-1918 - Cell 602-424-7299 - Efax banderson@atsaaz.com

This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake, delete this e-mail from your system, including any backups in your email system. E-mail transmission cannot be guaranteed to be secure as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. If verification is required please request a hard-copy version.

American Title Service Agency of Arizona





2929 E. Camelback Road Suite 204
Phoenix, AZ 85016
Phone: (602) 777-6800

Fax: (602) 424-7391

August 22, 2016

**DENSCO** 

Atm: David Beauchamp

Escrow No: 00081550-048-BA

Loan No.:

Existing Payor: MWM-AZ, PLLC -- Victor Gojcaj Property Address: 8106 E. Cypress St, Scottsdale,

AZ 85257

Anticipated Close of Escrow: 08-26-2016

We are processing an escrow for the borrower shown above and require a payoff statement from you. Please provide the following information, sign where indicated and return it to us so that we may proceed with this transaction.

Your Daytime Phone:			
Next Payment Due Date:	·- <del></del>		
Interest Rate:	%		
Per Diem Rate: \$			
Unpaid Principal Balance:	\$	<del></del>	
Interest Due:	\$	Due From	То
Additional Fee(s)	\$		
Total Payoff Amount		Degari	be Add'l Fee(s) Above
Wire Transfer to:		Overnight to:	
Name on Account: ABA/Routing No:			
Name on Account: ABA/Routing No: Account Number:		Mus	t be a Physical Address)
Name on Account: ABA/Routing No: Account Number:		Mus	

Escrow No: 00081550-048-BA

POREOFRIVNS (01/2015)

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20150552451 07/30/2015 02:10
ELECTRONIC RECORDING

WHEN RECORDED MAIL TO:

DenSce Investment \$132 W. Victoria Place Chandler, AZ 85226 6808DOT-5-1-1--Yorkm

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## DEED OF TRUST AND ASSIGNMENT OF RENTS

Date; July 22, 2015

TRUSTOR: MWM-AZ, PLLC, an Arizona Limited Liability Company

BENEFICIARY:

10055 E Mountain View Lake Dr., #205, Scottsdale, AZ 85258

Direction 10

DenSco Investment Corporation, an Arizona corporation ("Lender")

Address:

6132 W. Victoria Place, Chandler, AZ 85226

TRUSTEE: Trustee Corps

Address:

17100 Gillette Ave., Irvine, CA 92614

PROPERTY in the County of Maricopa, State of Arizona, described as: Lot 76, Subdivision Cox Heights Unit One, in the Book 83, of Maps, Page 13, in the plat record in the Recorder's Office of Maricopa County, Arizona.

Street address: 8106 E Cypress St., Scottsdale, AZ 85257

WITNESSETH THAT Borrower does hereby irrevocably grant, bargain, sell and convey to Trustee, in trust, with power of sale, the above-described real property;

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances and fixtures now or hereafter a part of the Property, and all rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Lender to collect and apply such rents, issues and profits. All replacements and additions also shall be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property."

# FOR THE PURPOSE OF SECURING:

A. Performance of each and every agreement of Borrower herein contained. B. Payment of the principal sum of \$208,510.00 (U.S. \$Two Hundred Eight Thousand Five Hundred Ten Dollars and No Cents). This debt is evidenced by Borrower's NOTE or NOTES dated the same date as this DEED OF TRUST, and any extension or renewal thereof (collectively, if applicable, the "Note"). C. Payment of all additional sums and interest thereon which at any time now or hereafter are owed by Borrower to Lender, or its successors or assigns. D. Payment of any amounts hereafter advanced by Lender or paid on behalf of Borrower to perform any duties or obligations of Borrower hereunder, or otherwise to protect the Property or the lien of this Deed of Trust.

# TO PROTECT THE SECURITY OF THIS DEED OF TRUST, BORROWER AGREES:

1. Borrower has the right to grant and convey the Property and that Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

356274v3

5/22/2007

MARICOPA, AZ

Document: DOT 2015.552451

Page 1 of 5

Printed on 8/12/2016 4:02:09 PM

- 2. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- Unless applicable law provides otherwise, all payments received by Lender under Paragraph 2 shall be applied first in payment of any costs or charges, then to Default Interest (as defined in the Note) accused, then to interest accrued, and then to reduce principal.
- 4. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Paragraph 4. Borrower shall promptly furnish to Lender receipts evidencing the payments.
- 5. Borrower shall promptly discharge any lien in which has priority over this Deed of Trust unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Deed of Trust. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Deed of Trust, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more actions set forth within 10 days of the beginning of notice.
- 6. Borrower shall keep said Property in good condition and repair, not to remove or demolish any building thereon unless part of the construction plan approved in writing by Lender; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said Property in violation of law; to cultivate, irrigate, fertilize, furnigate, prune and do all other acts which from the character or use of said Property may be reasonably necessary, the specific enumerations herein not excluding the general.
- 7. Borrower shall provide, maintain and deliver to Lender fire insurance and general liability insurance on the Property satisfactory to and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Borrower upon any indebtedness secured hereby and in such order as Borrower may determine, or at option of Borrower the entire amount so collected or any part thereof may be released to Lender. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 8. Borrower shall appear in and defend any action or proceeding purporting to affect the security bereof or the rights or powers of Lender or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Lender or Trustee may appear.
- Borrower shall pay immediately and without demand all sums expended by Lender or Trustee pursuant to the provisions hereof, with interest from date of expenditure, at the rate of interest found on the Note.
- 10. Borrower shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property. Borrower shall not do or allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small immaterial quantities of Hazardous Substances that are generally recognized to be appropriate to normal cleaning and maintenance purposes of a commercial or residential property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or any Hazardous Substance or Environmental Law of which Borrower has actual or constructive knowledge. If

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Borrower learns, or is notified by any governmental or regulatory authority, that any removable or other remediation of any Hazardom Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Laws. As used in this Paragraph 10, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides or herbicides, volatile solvents, materials containing asbestos, formaldehyde or dioxins, and radioactive materials. As used in this Paragraph 10, "Environmental Law" means all federal laws and laws of the state, county and city of the jurisdiction where the Property is located that relates to health, safety or environmental protection.

# IT IS MUTUALLY AGREED:

- 11. Should Borrower fail to make any payment or to do any act as herein provided, then Lendez or Trustee, but without obligation so to do and without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Lender or Trustee being authorized to enter upon said Property for such purposes; (b) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender or Trustee; (c) pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgement of either appears to be prior or superior hereto; and (d) in exercising any such powers, or in enforcing this Deed of Trust by foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees. Any amounts dispersed by Lender under this Paragraph 11 shall become additional debt of Borrower's, secured by this Deed of Trust unless Borrower and Lender agree to other terms of payment, these amounts shall be payable, with interest, upon demand from Lender to Borrower.
- 12. Any award of damages in connection with any condemnation for public use of or injury to said Property or any part thereof is hereby assigned and shall be paid to Lender who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- 13. TIME IS OF THE ESSENCE IN EACH COVENANT OF THIS DEED OF TRUST; and that by accepting payment of any sums secured hereby after its due date, Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.
- 14. At any time or from time to time, without liability therefor and without notice, upon written request of Lender and presentation of this Deed of Trust and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may; (a) reconvey all or any part of said Property; consent to the making of any may or plat thereof; (b) join in granting any easement thereon; or (c) join in any extension agreement or any agreement subordinating the lien or change hereof.
- 15. As additional security, Borrower hereby gives to, confers upon and assigns to Lender the right, power and authority during the continence of these Trusts, to collect the rents, issues and profits of said Property, reserving unto Borrower the right, prior to any default by Lender payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Lender may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said Property or any part hereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys fees, upon any indebtedness secured hereby, and in such order as Lender may determine. The entering upon and taking possession of said Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 16. The failure of Borrower to comply fully with the terms of the Note or this Deed of Trust shall constitute an immediate default hereunder, and the occurrence of any default under any other notes or deeds of trust

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between the parties securing any other indebtedness owed by Borrower to Lender shall also constitute a default under this Deed of Trust. Upon any such default, Lender shall have the right, at its election, to accelerate immediately any or all of the loans, and proceed to enforce all of Lender's rights, in accordance with Arizona law, including without limitation, the right to foreclose any or all of the deeds of trust and pursue a deficiency judgment(s).

If the Property is sold, assigned or transferred, whether voluntarily, involuntarily, or by operation of law, the entire principal balance together with accused interest and all other charges shall become immediately due and payable.

17. Notice of sale having been given as then required by law, and not less than the time required by law having elapsed. Trustee, without demand on Borrower, shall sell said Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for eash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the Property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Borrower, Trustee or Lender, may purchase at such sale.

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

If Property under this Deed of Trust is located in more than one county, regardless of whether Property is contiguous or not, Trustee may sell all Property in any one of the counties in which part of Property is located; and unless Trustee receives contrary written instructions from Lender or Borrower, Trustee may sell all Property either in parcels or in whole.

If indebtedness secured hereby is secured by one or more other deeds of trust, the upon default of Borrower in payment of indebtedness or performance of any other agreement with Lender, Trustee may sell Property subject to this Deed of Trust and to any other deeds of trust securing said indebtedness at Trustee's sale conducted serially.

Trustee is not obligated to notify any party hereto of pending sale under any other deeds of trust, or of any action or proceeding in which Borrower, Lender or Trustee shall be a party, unless brought by Trustee.

- 18. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Lender shall mean the holder and owner of the Note secured hereby; or, if the Note has been pledged, the pledgee thereof. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- 19. Lender may, for any reason or cause, from time to time remove Trustee and appoint a substitute/ successor trustee to any Trustee appointed hereunder, and when any such substitution has been filed for record in the Office of the Recorder of the County in which the Property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees. Without conveyance to the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

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- 20. The Note or a partial imprest in the Note (adjuster with this Deed of Trust) may be said one or more times without notice to Borrower. A sale may result in the change of the person who collects monthly payments due under the Note and this Deed of Trust.
- Bötrower/mortgagor hereby waives, releases and discharges any homestead exemption claimed or declared against Property.
- 22. If any term or provision of this Deed of Trust is held invalid or unumbroceable by a court or arbitrator of competent jurisdiction, such terms shall be reduced or otherwise modified by such done or arbitrator to the minimum extent necessary to such it would and enforceable. If such term or provisions contained as a modified, it shall be arrend and the remaining terms and provisions of this Deed of Trust shall be interpreted in such a way as to give maximum validity and enforceability to this Deed of Trust. The remaining terms and provisions hereof shall continue in full force and effect.
- 23. Upon payment of all sums accured by this Deed of Trust, Lender shell release this Deed of Trust without charge to Bonower, except that Bonower shall pay any recordifion costs.

Upon written request of Londer straing that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for emcellation and retention and upon payment of its fires, Trustee shall reconvey, without warranty, the Property than held theremaker. The recitals in any reconveyance described under this Deed of Trust of any matters or facts shall be conclusive proof of the tradificious thereof. Borrower in such reconveyance may be described as "the person or persons legally entitled thereto."

Request is hereby made that a copy of any notice of default and a copy of any notice of sale hereunder be mailed to Boupwer at its/his/her address hereinbethre set forth.

BOSKOWER: MINM-AZ PILC

NAME and Title of Principal Berrywer: Victor Golesi, Managher Member of LLC

Signature By:

STATE OF ARIZONA )

(COUNTY OF MARKCOPA)

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By: Victor Gojogi Commission Expires

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