GUTTILLA MURPHY ANDERSON, P.C. 1 Ryan W. Anderson (Ariz. No. 020974) Alisan M. B. Patten (Ariz. No. 009795) 2 5415 E. High St., Suite 200 Phoenix, Arizona 85054 3 Email: randerson@gamlaw.com Email: apatten@gamlaw.com 4 Phone: (480) 304-8300 Fax: (480) 304-8301 5 Attorneys for Receiver 6 7 IN THE UNITED STATES BANKRUPTCY COURT 8 FOR THE DISTRICT OF ARIZONA 9 Case No. 2:16-bk-04268-PS In Re: 10 YOMTOV SCOTT MENAGED, 11 Chapter 7 Debtor. 12 PETER S. DAVIS, AS RECEIVER OF DENSCO MOVANT'S MOTION TO LIFT THE 13 INVESTMENT CORPORATION, AUTOMATIC BANKRUPTCY STAY 14 Movant, 15 RE: Real Property Located at VS. 9555 E. Raintree Dr. #1004 16 YOMTOV SCOTT MENAGED, Debtor; and Scottsdale, AZ 85260 JILL FORD, Chapter 7 Trustee, 17 18 Respondents. Movant hereby requests an order granting relief from the automatic stay of 11 U.S.C. § 362(a), to 19 permit Movant to foreclose the lien of its Deeds of Trust on real property owned by Debtor through his 20 status as the sole Member and owner of Easy Investment, LLC (See Arizona Corporation Commission 21 printout attached hereto as Exhibit "A"), by trustee's sale, judicial foreclosure proceedings or the exercise 22 of the power of sale, and to obtain possession and control of the real property. 23 24 25 26 <sup>1</sup> The Debtor disclosed his 100% member interest in Easy Investments, LLC in his First Amended Schedule A/B on August 25, 2016 at Docket No. 89.

Filed 09/15/16 Entered 09/15/16 09:22:12

Page 1 of 4

Case 2:16-bk-04268-PS

Doc 126

Main Document

This motion is supported by the attached Memorandum of Points and Authorities, which is incorporated herein by this reference.

DATED this 15<sup>th</sup> day of September, 2016.

### **GUTTILLA MURPHY ANDERSON, P.C.**

/s/ Ryan W. Anderson Ryan W. Anderson Attorney for Receiver

### **MEMORANDUM OF POINTS AND AUTHORITIES**

Yomtov Scott Menaged ("Debtor") filed a voluntary petition for protection under Chapter 7 of the Bankruptcy Code. Jill Ford was appointed Chapter 7 Trustee of the bankruptcy estate.

Debtor, as the sole member of Easy Investments, LLC, has an interest in that certain real property located at 9555 E. Raintree Dr. #1004, Scottsdale, Arizona 85260 ("Property"), more particularly described as:

Unit 1004, Subdivision Ladera Vista Condominiums Phase II, according to the Declaration of Condominium in Doc No. 98-109558 & Amended in Doc No. 99-559526, according to Book 501, of Maps, Page 4, & Book 559, of Maps, Page 7, in the plat of record in the Recorders office of Maricopa County, Arizona

The Debtor, as Managing Member of Easy Investments, LLC, executed a Note secured by a Deed of Trust, dated December 13, 2012, recorded in the office of the Maricopa County Recorder's Office ("First Deed of Trust"), and subsequently executed a Note secured by a Deed of Trust, dated February 5, 2014 ("Second Deed of Trust"). True copies of the Notes, First Deed of Trust and Second Deed of Trust are annexed as Exhibits "B", "C", "D" and "E", respectively, and made a part hereof by this reference.

Easy Investments, LLC is indebted to Movant on the First Deed of Trust and underlying Note in the amount of \$251,796, as of September 6, 2016. (See letter to Debtor dated September 2, 2016, attached hereto as Exhibit "F").

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Easy Investments, LLC is in default on the obligations to Movant for which the Property is security and payments are due under the Promissory Note for the First Deed of Trust which matured and became due and payable on June 13, 2013.

Easy Investments, LLC is indebted to Movant on the Second Deed of Trust and underlying Note in the amount of \$54,871.36, as of September 6, 2016. (*See* letter to Debtor dated September 2, 2016, attached hereto as Exhibit "E").

Easy Investments, LLC is in default on the obligations to Movant for which the Property is security and payments are due under the Promissory Note for the Second Deed of Trust which matured and became due and payable on December 13, 2014.

Movant is informed and believes and therefore alleges that the Movant and the bankruptcy estate are not adequately protected based upon Easy Investments, LLC's failure to make payments on a timely basis.

Movant is informed and believes and therefore alleges that Easy Investments, LLC, the Debtor, and bankruptcy estate have no equity in the Property. The fair market value of the Property, pursuant to a broker's opinion of value provided to Movant, is \$200,000, less ten percent (10%) cost of marketing, less the first and second secured liens resulting in no equity. Per www.zillow.com the value of the Property is \$180,599. The Debtor has not listed the Property in his Schedule A<sup>2</sup>, although he does disclose in Schedule F, Part 2, that he is personally liable to Movant under a personal guarantee of these notes in the amount of \$225,644. Amendment Schedule F, §4.26 (Doc. 94, pg. 26).

Furthermore, Movant seeks relief for the purpose of foreclosing its First Deed of Trust and Second Deed of Trust against the Debtor's interest in the Property.

### **CONCLUSION**

Movant requests that the court enter an order vacating the automatic stay of 11 U.S.C. § 362(a) as to the Debtor, Easy Investments, LLC, the bankruptcy estate, the Property, and Movant; to allow Movant

<sup>&</sup>lt;sup>2</sup> This Property was listed on the Debtor's Petition Page and Schedule A as the Debtor's property in his 2007 chapter 7 bankruptcy case, 2:07-bk-01605-GBN, filed under Scott Menaged, not Yomtov Scott Menaged.

to foreclose the lien of its Deeds of Trust; to evict Debtor and/or successors of Debtor; and to obtain ownership, possession and control of the Property. Movant further requests that any order for relief granted in this case remain in effect in any bankruptcy chapter to which the Debtor may convert. DATED this 15th day of September, 2016. **GUTTILLA MURPHY ANDERSON, P.C.** /s/ Ryan W. Anderson Ryan W. Anderson Attorneys for Receiver 2359-004.01 (258762) 

## **EXHIBIT A**

Search Date and Time: 9/14/2016 2:02:42 PM

File Number: L13962668

Corporation Name: EASY INVESTMENTS, LLC

Corporate Inquiry		Δ
File Number	L13962668	
Corporation Name	EASY INVESTMENTS, LLC	harring and an analysis of the same of the
Standing	Check Corporate Status	
Domestic Address		<u> </u>
14700 N FLW BLVD #157 SCOTTSDALE, AZ 85260		· · · · · · · · ·
tatutory Agent Information		<u> </u>
Agent Name: SCOTT MENAGED		
Agent Mailing/Physical Address:	e de la companya del companya de la companya del companya de la co	
10510 E SUNNYSIDE DR SCOTTSDALE, AZ 85259		
Agent Status: APPOINTED 06/13/2014	en e	

dditional Entity Information	
Entity Type: DOMESTIC L.L.C.	Business Type:
Incorporation Date: 9/24/2007	Corporation Life Period: PERPETUAL
Domicile: ARIZONA	County: MARICOPA
Approval Date: 9/26/2007	Original Publish Date: 10/9/2007
Manager/Member Information	
Name	YOMTOV S MENAGED
Title	MEMBER
Address	14700 N FLW BLVD #157 SCOTTSDALE, AZ 85260
Date of Taking Office	09/24/2007
Last Updated	03/04/2008
canned Documents	
Click on a gold button below to view not yet available. Please check back	v a document. If the button is gray, the document is again later.
Document Number	04694245
Description	AGENT APPOINTMENT
Date Received	6/13/2014

Document Num	ber	04761799	
Description		MAIL RETURNED/NOTIFICATION LETTER	
Date Received	reference et a viver or a conservation of the	5/12/2014	
Document Num	ber	04547036	
Description	<del>and a second of the second of</del>	AGENT RESIGNATION	
Date Received  Document Number  Description		1/27/2014	
		02278270	
		AMENDMENT	
Date Received		2/29/2008	
Document Num	ber	02184847	
Description		PUB OF ARTICLES OF ORGANIZATION	
Date Received	ATTENNAMENT OF THE PROPERTY OF	10/9/2007	
Document Number		02155850	
Description		ARTICLES OF ORGANIZATION	
Date Received		9/24/2007	
otices of Pending /	Administrative Diss	colution	
Date		5/2/2014	
Reason		DELINQUENT STATUTORY AGENT	
licrofilm			
Location	Entered	Description	
32080002837	9/24/2007	ARTICLES OF ORGANIZATION	
32082000011	10/9/2007	PUB OF ARTICLES OF ORGANIZATION	

Location	Entered	Description	
32114002237	2/29/2008	AMENDMENT	•
32377035008	5/12/2014	MAIL RETURNED/NOTIFICATION LETTER	
Amendments			
Amendment Date	<u> </u>	2/29/2008	
Amendment Date			
Amendment Type	<b>)</b>	AMENDMENT	· <u>-</u>
	<b>2</b>	AMENDMENT	<u>-</u>

**Print Details** 

Privacy Policy (http://www.azcc.gov/Divisions/Administration/Privacy.asp) I Contact Us (http://www.azcc.gov/divisions/corporations/contact-us.asp)

# **EXHIBIT B**

\$120,000.00

Phoenix, AZ (Date): December 13, 2012

Property Address: 9555 E Raintree Dr., #1004, Scottsdale, AZ 85260

For value received, Easy Investments, LLC("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 \$120,000.00(\$One Hundred Twenty 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 June 13, 2013, 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: 12-13-12\_

Borrower: Easy Investments, LLC

Name & Title: Yomtov S Menaged, managing member of LLC

Personally Guaranteed by: X

Monthly Installments

**Printed Name:** 

6/3/2007

Desc

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## **EXHIBIT C**

### NOTE SECURED BY DEED OF TRUST

\$32,000.00

Phoenix, AZ (Date): February 5, 2014

Property Address: 9555 E Raintree Dr., #1004, Sconsdale, AZ 85260

For value received, Easy Investments, LLC("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 \$32,000.00(\$Thirty-Tow 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 December 13, 2014, 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 (1) if any installment of accrued interest is not paid within 5 days of the cate 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 lim t 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: 2/5/14	b/
Borrower: Easy Investments, LLC	Ву: Х
Name & Title: Yomtov S Menaged, managing	member of LLC
Personally Guaranteed by: X	Printed Name: X Mindel
	0-

357665v1 Monthly Installments 6/5/2007

## **EXHIBIT D**

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20121137660 12/13/2012 02:24
ELECTRONIC RECORDING

3883DOT-5-1-1-- chagollaj

#### WHEN RECORDED MAIL TO:

DenSco Investment 6132 W. Victoria Place Chandler, AZ 85226

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

### **DEED OF TRUST AND ASSIGNMENT OF RENTS**

Date: December 13, 2012

TRUSTOR: Easy Investments, LLC

Address:

3030 N Central Ave Ste # 603, Phoenix, AZ 85012

BENEFICIARY:

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

Address:

6132 W. Victoria Place, Chandler, AZ 85226

TRUSTEE: Magnus Title Agency, Inc

Address:

6991 E Camelback Rd., Ste#C-100, Scottsdale, AZ 85251

PROPERTY in the County of Maricopa, State of Arizona, described as: Unit 1004, Subdivision Ladera Vista Condominiums Phase II, according to the Declaration of Condominium in Doc No. 98-109558 & Amended in Doc No. 99-559526, according to the Book 501, of Maps, Page 4, & Book 559, of Maps, Page 7 in the Recorder's office of Maricopa County.

Street address: 9555 E Raintree Dr., #1004, Scottsdale, AZ 85260

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 \$120,000.00 (U.S. \$One Hundred Twenty 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:

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- 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.
- 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, fumigate, prune and do all other acts which from the character or use of said Property may be reasonably necessary, the specific enumerations herein not excluding the general.
- 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

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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

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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 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

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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.

- 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: Yomtov Scott Menaged, Managing Member of LLC SIGNATURE:

BORROWER: Easy Investments, LLC

SIGNATURE:	_
STATE OF ARIZONA )	
) ss. COUNTY OF MARICOPA )	_
This Instrument was acknowledged before me	113. DOD 1
By: Yomtov Scott Menaged	this day of 2012
Commission Expires: 8-17-15	THORKE (SUC)
	Notary
	VERONCA O CASTRO

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## **EXHIBIT E**

# OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL 20140078275 02/05/2014 02:18 ELECTRONIC RECORDING

WHEN RECORDED MAIL TO:

DenSco Investment 6132 W. Victoria Place Chandler, AZ 85226 3883DOTB-5-1-1-sarabiam

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

### DEED OF TRUST AND ASSIGNMENT OF RENTS

Date: February 5, 2014

TRUSTOR: Easy Investments, LLC

Address:

7320 W Bell Rd., Glendale, AZ 85308

BENEFICIARY:

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

Address:

6132 W. Victoria Place, Chandler, AZ 85226

TRUSTEE: Magnus Title Agency, Inc

Address:

6991 E Camelback Rd., Ste#158, Scottsdale, AZ 85251

PROPERTY in the County of Maricopa, State of Arizona, described as: Unit 1004, Subdivision Ladera Vista Condominiums Phase II, according to the Declaration of Condominium in Doc No. 98-109558 & Amended in Doc no. 99-559526, according to Book 501, of Maps, Page 4, & Book 559, of Maps, Page 7, in the plat record in the Recorder's Office of Maricopa County, Arizona.

Street address: 9555 E Raintree Dr., #1004, Scottsdale, AZ 85260

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. Paymen: of the principal sum of \$32,000.00 (U.S. \$Thirty-two 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, fumigate, prune and do all other acts which from the character or use of said Property may be reasonably necessary, the specific enumerations herein not excluding the general.
- 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

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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: Easy Investments, LLC

NAME and Title of Principal Borrower: Yomtov Scott Menaged, Managing Member of LLC

SIGNATURE:

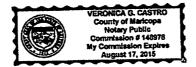
STATE OF ARIZONA
) ss.

COUNTY OF MARICOPA)

This Instrument was acknowledged before me this By: YomTov Menaged

Commission Expires: 8 17 11

Notary



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## **EXHIBIT F**

### GUTTILLA MURPHY ANDERSON

5415 E. High Street, Suite 200 Phoenix, Arizona 85054 (480) 304-8300 Fax (480) 304-8301

Our No. 2359-005

September 2, 2016

Easy Investments, LLC c/o Yomtov Scott Menaged 10510 E. Sunnyside Dr. Scottsdale, AZ 85259

Re: DenSco Investment Corporation Receivership

Menaged Ch. 7 Bankruptcy Case No. 2:16-bk-04268-PS

Dear Mr. Menaged:

The purpose of this letter is to provide you with written notice, pursuant to Arizona Bankruptcy LR 4001-1(b) that there is a default. This communication is required pursuant to the above-mentioned local rule by the U.S. Bankruptcy Court of Arizona and therefore, is in no way a violation of the automatic stay.

This letter is to advise you that our office has been retained by Peter S. Davis, as Receiver of DenSco Investment Corporation in Maricopa County Superior Court matter CV2016-014142, beneficiary of two Deeds of Trust, which are liens on the subject property.

The breakdown of the amounts due to DenSco Investment Corporation are attached.

Please contact our office within seven (7) days from the date of this notice, should your client wish to immediately cure the default. Should our office not receive a response from you by September 9, 2016, our office will immediately proceed with a Motion to Lift the Automatic Bankruptcy State on September 12, 2016.

Please contact our office if you have any questions.

cc:

Cody J. Jess Peter S. Davis Chris Schmidt Anderson

## DenSco Investment Corporation, in receivership Notice of Default

Loan No. 3883 (1st)

Borrower Easy Investments, LLC.

Property 9555 E. Raintree Dr., #1004, Scottsdale 85260

Deed of Trust Recorded in Maricopa County
DOT Recording Date Dec 13, 2012
DOT Recording No. 12-1137660

**Original Loan Amount** \$120,000.00 Loan Date Dec 13, 2012 **Maturity Date** Jun 13, 2013 **Monthly Payment Amount** \$1,800.00 **Last Payment Date** Nov 16, 2013 **Last Payment Amount** \$1,800.00 **Interest Rate** 18.0% **Default Interest Rate** 29.0%

 Principal Balance
 \$120,000.00

 Unpaid Late Charges
 \$6,120.00

 Unpaid Interest
 \$81,780.00

 Unpaid Default Interest
 \$43,896.00

 Other Charges
 \$0.00

 Total Amount Owed as of Sep 6, 2016
 \$251,796.00

## DenSco Investment Corporation, in receivership Notice of Default

Loan No. 3883 (2nd)

Borrower Easy Investments, LLC

Property 9555 E. Raintree Dr., #1004, Scottsdale 85260

Deed of Trust Recorded in Maricopa County
DOT Recording Date Feb 05, 2014
DOT Recording No. 14-0078275

**Original Loan Amount** \$32,000.00 **Loan Date** Feb 05, 2014 **Maturity Date** Dec 13, 2014 **Monthly Payment Amount** \$32,000.00 **Last Payment Date** None **Last Payment Amount** None **Interest Rate** 18.0% **Default Interest Rate** 29.0%

Principal Balance \$32,000.00
Unpaid Late Charges \$1,488.00
Unpaid Interest \$15,104.00
Unpaid Default Interest \$6,279.36
Other Charges \$0.00
Total Amount Owed as of Sep 6, 2016 \$54,871.36