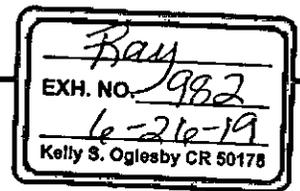


Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 4/6/2016 2:33:38 PM
To: John Ray [johnraypc@gmail.com]
Subject: Re: 2505 E Lehi Rd #19 Mesa



yes
20140166268

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

From: John Ray <johnraypc@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Wednesday, April 6, 2016 2:27 PM
Subject: 2505 E Lehi Rd #19 Mesa

Hey DC,

I came across another one of those deals with your mortgage with Scott as the buyer. This is released correct?? Dale knows the owners and we are trying to buy it pre foreclosure and he wanted me to ask you, I told him I already talked to you about these but can you verify this one??

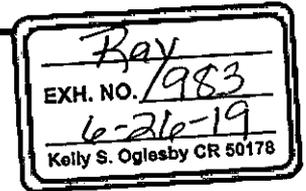
Thank you Sir!!

John Ray

602-229-1200 Office
602-989-1234 Cell

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 3/25/2014 1:32:42 AM
To: John Ray [johnraypc@gmail.com]
Subject: Re: 4602 E Mulberry Dr



i don't have funds on friday, Lili is pinning be down for 2.5 million on 3/31, so i'm saving money for that.

i sure hope the family moves her! or we'll be invited to her 100th bday at the house!

john ladner wants you to call him.

thx

dc

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

From: John Ray <johnraypc@gmail.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Tuesday, March 25, 2014 1:28 AM
Subject: 4602 E Mulberry Dr

Hey Denny,

Will you consider funding this property for me??

4602 E Mulberry Dr
Phoenix, AZ 85018
Purchase Price: \$385K
COE: 03/28/2014

In light of the recent problems I've caused you with McKinley & the Thompson's, I don't blame you if you don't want to fund this for me much less anything else but this is a solid deal & I can't just stop doing what I do. I need to make money in order to get square & start getting my life back in order.

3 exit strategies, first of course to wholesale at approximately \$399K, that would be my ideal situation but I also have rehab strategies if necessary. With approximately \$40K in rehab, we can get this property to \$475K sales price or with \$100K in Rehab & adding square footage it will be between \$575K & \$600K. I currently have investors that a will put up the rehab money

& just split profits 60%-40%. I also have a licensed contractor ready to go for each scenario & have estimates (no Carlos).

A little 80 year old woman lives there but the family is moving her to assisted care so it will be vacant, It's also in great shape with good bones & it's not a short sales or REO so I'll get in in good condition.

Your continued support is greatly appreciated but if you can't do it I totally understand.

I've attached 2 net scenarios & photos for your review. I'm also emailing you MLS CMA) I hope you can see that. I've done my due diligences.

Thanks Denny!

John Ray

Senior Managing Partner

FLIP-PHX, LLC

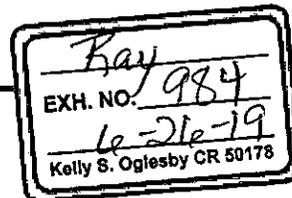
www.flip-phx.com

602-229-1200 Office

602-989-1234 Cell

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 8/1/2009 1:34:52 PM
To: Thompson [thompsc2@cox.net]
Subject: Re: Money transfer on Monday



I'm surprised to hear about this. i have loaned John money before several times and they've all been paid off or the ones he has now he makes payments on. I would press him to make current payments, his business is doing really well and he's making damn good money. He's buying as many as 100 properties a month, so he's generating substantial money every month. even with his added overhead and personal.

by the way, John is not one of those borrowers on the list. the only time i've lent money is when we truly do a short term loan and it's stayed that way.

thx
dc

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

— On Sat, 8/1/09, Thompson <thompsc2@cox.net> wrote:

From: Thompson <thompsc2@cox.net>
Subject: Money transfer on Monday
To: "Denny Chittick" <dcmoney@yahoo.com>
Date: Saturday, August 1, 2009, 2:20 PM

Denny -

We are getting ready to do a money transfer on Monday.

Thank you for the explanation of your new procedures on Hard Money loans.

In view of what you stated in your e-mail about how you were qualifying your borrowers, we want to share with you an on-going situation we are involved in. Please do not discuss this with anyone, including the party involved in the loan. We feel you should have this information to better evaluate your clients. We know from experience that sometimes friendships cloud your judgment.

October 16, 2006, we loaned \$600,000 to John Ray at 18% interest for what was suppose to be 2 weeks. It was for the purchase of 512 & 518 W Brown in Tempe. It was explained to us that it was a bridge loan with John and his partner until his partner's brother, a dentist, was able to give them the loan. Only John Ray signed the Note. We don't know exactly what happened but the dentist did not come up with the money and John was trying to get financing through Charlie, his loan officer. That never happened! He did not make any payments in 2006, in 2007 he made two \$30,000 payents, in 2008 he made 3 payments totaling \$22,200. In August 2008, we lowered the interest rate to 12% hoping this would

encourage him to pay more. 2009 he has made 4 payments of \$5,000 each totaling \$20,000.

Since we are involved in Densco, we want you to be aware of this debt so you can make a more educated decision if he wants to borrow hard money.

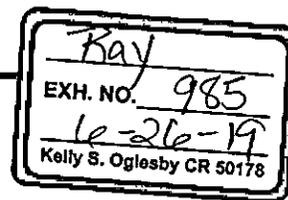
We are disappointed we got into this loan and probably let our friendship with John carry more weight than our sound financial judgment. We just hope we get out of it unscathed.

Please don't share this with anyone.

Gary & Coralee Thompson

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 8/11/2010 9:05:55 AM
To: Thompson [thompsc2@cox.net]
Subject: Re: John Ray



I understand your frustration, he's created a lot of distractions in his life, but i do know the business is going well. which means there is money being made, how to get it out of him is another matter! press hard would be my advice.
dc

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

From: Thompson <thompsc2@cox.net>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Wed, August 11, 2010 8:48:36 AM
Subject: Re: John Ray

We are having difficulty getting paid and we are tired of it.
I suspect we are low priority. Coralee

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

From: Denny Chittick
To: Thompson
Sent: Wednesday, August 11, 2010 8:31 AM
Subject: Re: John Ray

They were pretty slow in May, picked up in June and has been strong since july. i don't know specifically how many properties he's bought each month, i could ask my wife, but i know the business is doing well.
dc

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

From: Thompson <thompsc2@cox.net>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Wed, August 11, 2010 8:26:54 AM
Subject: John Ray

Good morning -

Have you heard anything about John Ray and how his business is doing?

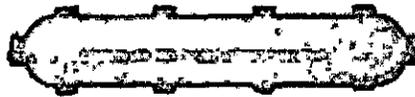
Coralee

Ray
EXH. NO. 986
6-26-19
Kelly S. Oglesby CR 50178

15456 S. 47th

8/2/13 Event

Ray





Trustee Sale Receipt

DATE	8/2/13	TIME	10am	REFERENCE #	Az18-000717-1
ESR	A208000482-12-1	TRUSTEE	Trustee Corps		
TRUSTEE'S ADDRESS	17100 Gillette Ave Irvine Ca.				
PROPERTY ADDRESS	15456 S. 47th Pl Phoenix AZ				
This acknowledges receipt of the initial deposit of \$ 10,000.00 from John Ray, the successful bidder at the foreclosure sale of the property encumbered by the above referenced loan ("PURCHASER"), in the form of cash, cashier's or certified check(s):					
CHECK(S)	DRAWN AT (BANK)	AMOUNT			
2/2 603580	First Fidelity Bank	\$10,000.00			

The following instrument(s) tendered on 8/2/13 at 10:40 a.m., represents the balance required to satisfy the successful bid.

CHECK(S)	DRAWN AT (BANK)	AMOUNT

*** USE ADDITIONAL PAGE IF MORE THAN SEVEN CHECKS RECEIVED *** The above listed checks are properly endorsed

SOLD AMOUNT: \$	\$238,600.00	TOTAL RECEIVED: \$	\$10,000.00 8/2	REFUND AMOUNT: \$	
REPRESENTATIVE INFORMATION		NAME			
John Ray		REPRESENTATIVE'S PHONE # (602) 501-0926			
BUYER'S INFORMATION		BUYER'S NAME			
John Ray		BUYER'S PHONE # (602) 501-0926			
ADDRESS		CITY			
STATE		ZIP			

Name (s) of Grantor (s) on Trustee's Deed (specify husband and wife, a cooperation, a single person, etc.)

VESTING (Print Legibly)

Arizona Home Foreclosures, LLC

MAIL UNRECORDED IN BUYER'S FOLD TO:

ADDRESS 7320 W Bell Rd

CITY Glendale STATE AZ ZIP 85038

BUYER INFORMATION

MARK CHECK PAYABLE TO

ATTENTION Same

ADDRESS

CITY STATE ZIP

CHECK LIST

1. Are all checks endorsed? Y N

2. Do you have all required signatures? Y N

3. Do you have Buyer's Name, Address, & Phone Number? Y N

4. Authorization letter given? (if checks are payable to an entity) Y N

Buyer's signature below indicates that the above information is true and correct IMPORTANT NOTE: Buyer or Buyer's Agent understands and agrees that the sale of this property is on an "AS IS" basis, with no warranties express or implied.

[Signature] SIGNATURE OF BUYER OR BUYER'S AGENT

[Signature] SIGNATURE OF AGENT

2100 GILLETTE AVE SUITE 305 ANAHEIM CA 92805
562 888 6630

WHITE-TRUSTEE COPY

YELLOW-BUYER COPY

PINK-FILE COPY

GREEN-PURCHASER'S INITIAL DEPOSIT COPY

BUYAZAUCTIONHOMES.COM

Property Report

Purchase Date - 8/2/13

Property Address: 15456 S. 47th Place
Phx AZ 85044

Tax Parcel: 307-05-367

Trustee Name: MTC Financial

Trustee # AZ-08000482-12-2

Price Paid \$: \$ 238,600.00

Bidder: Luisi Amoroso

Retail Value: \$ 285,000.00

retail
inv.
enrich
vlu
2013-07-21
8/1/13
2013-0739
nhob. 251

215
using
pri

AFG
162
Denny
1905

South Street
220

APN: 30705367
 RISTICK DAVID
 15458 S 47TH PL
 PHOENIX, AZ 85044-4968

Mailng Address
 15458 S 47TH ST
 PHOENIX, AZ 85044

Map
 Google
 GIS
 Plat



Trac: Rpt Sec: 15 / 4E / 33 Lot Sz: 8,200
 MCRN/Lot/Bd: 042222 / 2 / 1 Comm/Fract: 116718
 Flood Map: 04019C2840G Flood Zone: K1
 Subdiv: FORTY EIGHT EAST
 L.M./Long: S1.30676702 / -111.832778
 Legal Desc: FORTY EIGHT EAST MCR 422-22

Recording #: 130398112 Status: PD
 Trustor: RISTICK DAVID
 Current: RISTICK DAVID
 Beneficiary: WELLS FARGO BANK NA
 Trustee: MTC FINANCIAL INC

Filed Date: 4/30/2013
 Original Rec Date: 3/28/2008
 Original Amt: \$272,000
 Original #: 2008042086D
 Trustee Phone: (049)262-8300

Sale Date: 5/20/2013
 Sale Time: 10:00
 Sale Loc: CH
 Trustee #: AZ08000482-12-2
 Opening Bid: \$0

\$217800	\$182100	\$187800	\$169800	\$177800	Corner Lot	Cell Course	Phase	Major Road	Adj Comm
	-12%	-13%	-7%	16%	Cell De Sec	Min View		Pay Assoc	Waterway
\$1950	\$1652	\$1720	\$0	\$0	Greenbelt	Prim View		Pay Center	Flight Pat
					Colo Center	Lite View		Adj Apts	Flood Zone

Capit Type: frame wood
 Porches: 1 covered patio or porch
 Roof: a concrete tile
 Parking: 5 car garage
 Est Amt: \$1,541

Coating: refrigeration
 Heating: Yes
 School Dist: KYRENE ELEMENTARY DISTRICT
 H School Dist: TEMPE UNION 8213
 Builder: CENTEX

Sq Ft: 1,890
 Year Bld: 1987
 Started: 1
 Bed-Rm: 3 - 2.0
 Bath: 1
 Rooms-Bath/Count: 7 - 8

The subdivision this property is located in has a total of 74 improved lots. The homes were constructed between 1986 and 1988. There are 45 residences with pools. This subdivision has 54 single story homes and 20 multi story homes.

RISTICK DAVID	06/15/01	WD	\$171,500	\$1,000	\$170,500	FM	2001-052300
SEAN ROBERT B	08/30/06	WD	\$188,217	\$31,817	\$124,900	FM	1998-058445

0	30705367	15458 S 47TH PL	06/15/01	WD	1,890	8,200	N	1	3	2.00	1987	FW	CT	83	FM	\$171,500		
Comp Type: Similar Sub Sales Since: 6/1/2012 Search: Similar Sub Sq Ft: 20 Year Bld: 44: 0 Pct: A9 Distance: 0 mi																		
1	30705422	4710 E VERBENA DR	07/28/12	WD	1,690	8,850	N	1	3	2.00	1987	FW	CT	83	CN	\$294,000	\$157.67	0.0
2	30705422	4710 E VERBENA DR	08/13/13	WD	1,880	8,450	N	1	3	2.00	1987	FW	CT	83	CN	\$348,000	\$129.83	0.0
3	30705431	4703 S SOUTH PORK DR	11/27/12	WD	1,820	8,284	Y	1	3	2.00	1987	FW	CT	83	CN	\$361,800	\$198.57	0.0

133

275

2338051	Residential	Single Family - Detached	Expired
Beds/Baths: 4 / 2 Bedrooms Plus: 4 Approx SqFt: 1,890 / County Assessor Price/SqFt: \$194.71 Year Built: 1998 Pool: None Encoded Features: 42RDGG Exterior Stories: 1 # of Interior Levels: 1 Dwelling Type: Single Family - Detached		Approx Lot SqFt: / Aprx Lot Size Range: 1 - 7,500 Subdivision: Forty Eight East Tax Municipality: Marketing Name: Planned Cmty Name: Model: Builder Name: CENTEX Hun Block: 4700 E Map Code/Grid: T35 Bldg Number:	
Ele Sch Dist: 028 - Kyrene Elementary District Elementary School: Kyrene del Milenio Jr. High School: AKQWEL-A-A1		High School Dist #: 213 - Tempe Union District High School: Mountain Points	

Cross Streets: Chandler Blvd. & 48th St. Directions: At Chandler Blvd & 48th St. go West on Chandler to 47th Place turn North.

Public Remarks: 4Bd, 2Ba, 1,890 Sqft in Silverado at Crimson Ridge in Ahwatukee. Single story, large lot, 3 car garage and very clean. This one has a Haze Design Group Kitchen that is to die for, with UltraCraft cabinets, Granite Countertops, Trash Compactor, Custom Lighting, Tile Flooring and very clean.

Features	Room Details	Construction & Utilities	County, Tax and Financing
Approx SqFt Range: 1,801 - 2,000 Garage Spaces: 3 Carport Spaces: 0 Total Covered Spaces: 3 Stab Parking Spaces: 0 Pool - Private: No Pool Spa: None Horses: N Fireplace: No Fireplace Landscaping: Yrd Wiring Sys Front; Yrd Wiring Sys Back Exterior Features: Covered Patio(s)	Kitchen Features: Diagonal; Dishwasher; Refrigerator; Pantry; Kitchen Island Master Bathroom: Full Bth Master Bdrm Additional Bedroom: Mstr Bdr Walkin Cld Laundry: Wash/Dry Hookup Only Dining Area: Formal Basement Description: Needs Updated: Floor Yr Updated: 2004; Kitchen Yr Updated: 2005	Architecture: Ranch Const - Finish: Stucco Construction: Frame - Wood Roofing: As Tile Flooring: Brick Cooling: Refrigeration Heating: Gas Heat Utilities: SRP Water: City Water Sewer: Sewer/PUBLIC Technology: Cable TV Avail; HighSpd Intnet Avail	County Code: Maricopa Legal Subdivision: AN: 307-05-367 Lot Number: 1 Town-Range-Section: -- City Bk&Pg: Plat: Taxes/Yr: \$1,685/2004 Ownership: Fee Simple New Financing: Cash/Conventional Total Assn Mnth Pmts: \$ Down Payment: \$0 Existing 1st Loan: Conventional Exist 1st Loan Terms: Disclosures: Seller Disc Avail Possession: Close of Escrow

Fees & Homeowner Association Information	
HOA Y/N: Y / \$372 /	
HOA \$ Y/N: //	

Association Fee Incl: Common Area Maint Assoc Rules/Info: Pets OK (See Rmks)	Rec Center Fee Y/N: // Rec Center Fee 2 Y/N: // Land Lease Fee Y/N: // PAD Fee Y/N: / \$0 /	Title Mntly Fee Equiv: Cap Impr/Impact Fee: Cap Impr/Impact Fee 2:
---	--	--

Listing Dates	Pricing and Sale Info	Listing Contract Info
CDOM/ADOM: 93 / 93 List Date: 06/20/2005 Expire Date: 09/30/2005 Status Change Date: 09/30/2005 Off Market Date: 09/30/2005	Original List Price: \$379,000 List Price: \$368,000	SA: N / O BB: Y / % 2.5 % Var: N Type: CR Other Compensation:

Private Remarks - DND2: Not on lockbox - Call Agent for Key Vinp 480-467-7300.
 Semi-Private Remarks:
 Show Instruct - DND2: Call Occup (OOC)
 Occupant - DND2: Owner
 Owner/Occ Name - DND2: David - 480/600-4138
 Alarm Code - DND2:
 Gate Code - DND2:
 Mech-Box Code - DND2:

Name	Office	Primary Phone	Office Phone	E-mail	Mobile and Home	Fax
LA Vincent Nicolsa (vn020)	South Mountain Homes (hsa01)	480-467-7300	480-708-6900	sun@cox.net	480-467-7300 480-769-2225	480-769-5901

Prepared by: Hope Kopp
 All information should be verified by the recipient and none is guaranteed or warranted by ARMLS.
 DND2 (D or N or D in Play or D in Action) - the data in fields marked with DND2 is confidential, for agent use only, and may not be shared with customers of clients in any manner whatsoever.
 Thursday, August 01, 2013 2:35 PM © 2013 ARMLS and FBS.

CMA

18 Properties

MLS #	Status	Address	Price	Built	Encoded Features	Approx SQFT	List Price	DOM	Sold Price	Close of Escrow Date
1 4969406	Active Price Reduced	14407 S 47TH PL	\$219,900	1995	32FR02G2S	1,377	219,900	15		
2 4956558	Active	4616 E GOLD POPPY WAY	\$325,000	1994	42FRDXP3G	1,890	325,000	41		
3 4850558	UCB (Under Contract-Backups)	4748 E SOUTH FORK DR	\$276,000	1997	42FRDX2G2S	2,029	275,000	51		
4 4972676	Pending	15406 S 42ND ST	\$212,000	1999	32RX02G	1,474	212,000	2		
5 4952094	Pending	4415 E MOUNTAIN SAGE DR	\$316,000	1994	42FRDX3G2S	1,908	315,000	16		
6 4901599	Pending	4622 E ROCKY SLOPE DR	\$355,000	1994	43FRP03G	2,387	355,000	15		
7 4820209	Closed	4730 E VERBENA DR	\$163,000	1997	32FRP02G	1,450	165,000	82	163,000	05/11/2013
8 4952025	Closed	4706 E MOUNTAIN SAGE DR	\$212,000	1994	32FRP2G	1,377	204,900	4	212,000	07/30/2013
9 4881502	Closed	4303 E SOUTH FORK DR	\$225,500	1997	32FRD2G	1,701	225,000	61	225,500	06/14/2013
10 4927694	Closed	4710 E VERBENA DR	\$245,000	1997	22RDC2G	2,090	250,000	7	245,000	05/31/2013
11 4897906	Closed	4517 E MOUNTAIN SAGE DR	\$274,000	1994	42R3G	1,890	264,900	5	274,000	04/14/2013
12 4855030	Closed	14029 S 46th ST	\$280,000	1994	43RDX3G	2,387	289,000	121	280,000	03/22/2013
13 4941508	Closed	4710 E Verbena DR	\$298,000	1997	42RDC2G	2,090	299,900	38	298,000	07/23/2013
14 4916282	Closed	4690 E Desert Willow RD	\$340,000	1994	42.75FRDPS03G3S	2,387	330,000	2	340,000	05/01/2013
15 4911731	Closed	14029 S 46th ST	\$338,000	1994	43FRDX3G	2,387	339,000	30	338,000	04/26/2013
16 4893521	Closed	4744 E South Fork DR	\$334,500	1997	43FRXPO3G3S	2,477	344,000	7	334,500	04/23/2013
17 4919403	Closed	4514 E MOUNTAIN SAGE DR	\$349,900	1994	43FRDP3G	2,432	349,900	9	349,900	05/16/2013
18 4868685	Closed	4521 E GOLD POPPY WAY	\$369,000	1994	43FRDP3G3C4S	2,545	379,000	59	360,000	03/20/2013

Prepared by Hope
Nap

All information should be verified by the recipient and none is guaranteed as accurate by ARMLS.
 CMA2 (O, H, D, Apply, or D, Update) - The data in fields marked with CMA2 is considered, for agent use only, and may not be shared with
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Thursday, August 01, 2013
2:47 PM2013 ARMLS is
FR



Maricopa County Treasurer's Office
Charles "Hoe" Hoskins, Treasurer

When are taxes due?

- First half taxes are due Monday, October 01, 2012, delinquent after Thursday, November 01, 2012.
- Second half taxes are due Friday, March 01, 2013, delinquent after Wednesday, May 01, 2013.
- You may pay both halves together until December 31. If you miss a deadline you may owe fees plus interest charges of 16% per year prorated monthly.

Total Due is an estimate. Amount may change based on activity to this parcel.

- Please call (602) 506-8511 for any questions concerning the Amount Due.

Tax Summary

<http://treasurer.maricopa.gov/parcel/Summary.aspx>

Tax Summary - Parcel 307-05-347

Total Tax Due: \$0.00

Tax Year	Status	Assessed Tax	Tax Paid	Amount Due
2012	Paid	\$1,728.78	\$1,728.78	\$0.00
2011	Paid	\$1,951.58	\$1,951.58	\$0.00
2010	Paid	\$1,949.78	\$1,949.78	\$0.00
2009	Paid	\$2,069.72	\$2,069.72	\$0.00
2008	Paid	\$2,008.34	\$2,008.34	\$0.00
2007	Paid	\$2,046.70	\$2,046.70	\$0.00
2006	Paid	\$1,615.18	\$1,615.18	\$0.00
2005	Paid	\$1,653.78	\$1,653.78	\$0.00
2004	Paid	\$1,684.50	\$1,684.50	\$0.00
2003	Paid	\$1,713.78	\$1,713.78	\$0.00
2002	Paid	\$1,551.76	\$1,551.76	\$0.00
2001	Paid	\$1,569.32	\$1,569.32	\$0.00
2000	Paid	\$1,587.44	\$1,587.44	\$0.00
1999	Paid	\$1,521.78	\$1,521.78	\$0.00
1998	Paid	\$281.50	\$281.50	\$0.00
1997	Paid	\$269.16	\$269.16	\$0.00
Total Due				\$0.00



INSURANCE BINDER

DATE (MM/DD/YYYY)
01/1/2013

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Schubert Insurance & Financial SVCS 20731 N Scottsdale Rd Ste 103 Scottsdale, AZ 85268		COMPANY 085-American Modern Select Insurance ORDER # 085-0047622891	
PHONE (AZ No. Ex): 480-615-6269 FAX (AZ No.): 480-615-1482		DATE EFFECTIVE: 08/02/2013 TIME: 12:01 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
CODE: POLICY CUSTOMER ID:		EXPIRATION DATE: 08/02/2014 TIME: 12:01 AM <input checked="" type="checkbox"/> NOON	
INSURED Arizona Home Foreclosures 3030 N Central Ave #613 Phoenix, AZ 85012		<input type="checkbox"/> THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY <input type="checkbox"/> FOR EXISTING POLICY #: DESCRIPTION OF OPEN CONVEYANCES/PROPERTY (including Leasing): Vacant Property 18455 S 47th Place Phoenix, AZ 85044	

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY <input checked="" type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC	12-month Dwelling DP-1 Vacant Fire & Extended Coverage Deductible	\$5,000		238,600.00
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE	\$	
		DAMAGE TO RENTED PREMISES	\$	
		MED EXP (per one party)	\$	
		PERSONAL & ADV INJURY	\$	
		GENERAL AGGREGATE	\$	
		PRODUCTS - COMPOR AGG	\$	
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	RETRO DATE FOR CLAIMS MADE:	COMBINED SINGLE LIMIT	\$	
		BODILY INJURY (BI PART)	\$	
		BODILY INJURY (BI ACCIDENT)	\$	
		PROPERTY DAMAGE	\$	
		MEDICAL PAYMENTS	\$	
		PERSONAL INJURY PROT	\$	
		UNINSURED MOTORIST	\$	
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COL	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE	\$	
		STATED AMOUNT	\$	
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT	\$	
		OTHER THAN AUTO ONLY	\$	
		EACH ACCIDENT	\$	
		AGGREGATE	\$	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE	\$	
		AGGREGATE	\$	
		SELF-INSURED RETENTION	\$	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		NO STATUTORY LIMITS	\$	
		E.I. EACH ACCIDENT	\$	
		E.I. DISEASE - EA EMPLOYEE	\$	
		E.I. DISEASE - POLICY LIMIT	\$	
SPECIAL CONDITIONS/ OTHER COVERAGES		FEES	\$	
		TAXES	\$	
		ESTIMATED TOTAL PREMIUM	\$	1012.00

NAME & ADDRESS Activa Funding Group LLC, ISADA 8923 E Pima Center Pkwy Ste. 136 Scottsdale, AZ 85258	<input checked="" type="checkbox"/> MORTGAGE <input type="checkbox"/> LOSS PAYEE LOAN #	<input checked="" type="checkbox"/> ADDITIONAL INSURED
AUTHORIZED REPRESENTATIVE <i>Patricia Edwards</i>		

R2833-2

D140130
#8604



Allstate.
You're in good hands.

AGENCY CUSTOMER ID: _____

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the insurance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligor of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as less payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

HARD MONEY LOAN APPROVAL- 15456 S. 47th PI

From: **Melissa Shields** (mshields@activefundinggroup.com) This sender is in your contact list.
Sent: Mon 8/05/13 10:09 AM
To: **Veronica Gutierrez** (veronicagutierrez@live.com)
Cc: **Ashton DuBois** (adubois@activefundinggroup.com)

AFG will lend up to \$162K for this cash out. At this time, AFG does not wrap any closing costs into our loans. We must approve 2nd lien holders if you are planning on obtaining that type of financing. This loan approval will expire on 8/5/2013. *This loan approval and funding offer is specifically contingent upon a complete property evaluation by one of AFG's infield representatives, AFG'S lien being first/senior position on title and the total loan amount being personally guaranteed by the Borrower. If you are taking this loan in an entity/company name, all members must sign loan docs on behalf of the entity and each individual must sign a personal guarantee for 100% of the total loan amount in your personal name. (If the signor(s) are married we do require the signor's spouse to, either sign the guarantee and loan docs or sign spouse's disclaimer of interest). The Personal Guarantee required on this loan, if taken in an entity/company name, is \$162K.*

Interest Payments:

Interest payments are due monthly, in advance. Interest for the first thirty (30) day period is paid at loan closing in the amount of \$3,172.50 Each interest payment thereafter is at 17.5%. 9 Month 10 days loan maturity.

First Months Interest due to Active Funding Group, LLC: \$3,172.50

AFG to send to trustee: \$228,600

Down Payment: \$76,600 (LESS \$10K ALREADY PAID TO TRUSTEE)

First Month's Interest Payment: \$3,172.50

Interest payments thereafter at 17.5%: \$2,362.50

I will also need proof of insurance with the following requirements:

***EVIDENCE OF INSURANCE FOR SUBJECT PROPERTY WRITTEN AS A NON-OWNER OCCUPIED POLICY, WITH VACANCY CLAUSE IF REHABBING PROPERTY AND REFLECTING 100% FULL REPLACEMENT COST INCLUDING AT LEAST \$300K LIABILITY WITH THE MORTGAGEE CLAUSE OF:**

**ACTIVE FUNDING GROUP, LLC ISAOA
8925 E Pima Center Pkwy Ste 135
Scottsdale, AZ 85258.**

AFG makes every effort to fund loans as quickly as possible. At times, loan funding may be delayed due to excessive deal flow. AFG does not guarantee a specific funding date or timeframe. Thank you for your loan application!

The opinion of value listed in this e-mail represents AFG's in-house conclusion based upon many proprietary factors. The value listed is not provided for, or intended to be used by our prospective Borrower as a significant factor in their independent due-diligence process for valuing the asset. AFG is a private money Lender, we are not consultants and we do not sell information or opinions. Each Borrower has a duty to conduct its own due diligence in order to determine its own, independent value for the asset being pledged as collateral and to determine that the property is suitable for Borrower's intended use. Real Estate valuation is a complex process and opinions vary widely, if you do not feel you are qualified to determine the value of the asset you are proposing to pledge as collateral for the AFG loan, AFG suggests you contact a specialist in the Real Estate investment field.

Thank you,

Melissa Shields



8925 E Pima Center Pkwy
Ste 135
Scottsdale, AZ 85258
Office: 602-252-1155 X 102
Fax: 602-252-1177
mshields@activefundinggroup.com

NOTE SECURED BY DEED OF TRUST

\$190,000.00

Phoenix, AZ (Date): August 5, 2013

Property Address: 15456 S 47th Place, Phoenix, AZ 85044

For value received, Arizona Home Foreclosures, LLC ("Maker") promises to pay to the order of DenSeco 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 \$190,000.00 (One Hundred Ninety 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 February 5, 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.

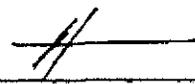
In addition to any late charge on past due payments, interest will accrue at the rate of twenty-nine percent (29%) per annum ("Default Interest") on the unpaid principal balance upon the occurrence of a "Default" (hereafter defined). A "Default" shall occur (i) if any installment of accrued interest 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: 8/6/13

Borrower: Arizona Home Foreclosures, LLC By: X 

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

Personally Guaranteed by: X  Printed Name: X Yomtov S Menaged

When recorded, mail to:

DenSco Investment
6132 W. Victoria Place
Chandler, AZ 85226

MORTGAGE

August 5, 2013

The undersigned borrower ("Borrower") acknowledges receipt of the proceeds of a loan from DenSco Investment Corporation ("Lender") in the sum of \$190,000.00, as evidenced by check payable to: Trustee Corps ("Trustee"). The loan was made to Borrower to purchase the Real Property legally described as: Lot 2, Subdivision Forty Eight East, according to the plat Book 422, of Maps, Page 22, in the plat record in the Recorder's Office of Maricopa County, Arizona. Address: 15456 S 47th Place, Phoenix, AZ 85044 At a trustee's sale conducted by Trustee, which took place on August 2, 2013, Borrower became the successful purchaser with the highest bid, and the loan is intended to fund all or part of the purchase price bid by Borrower at such trustee's sale.

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

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

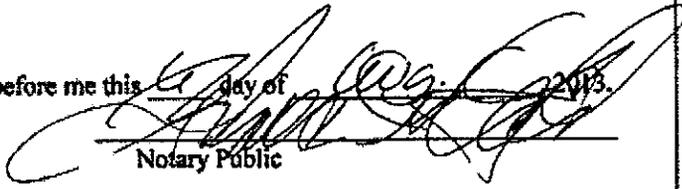
Borrower: Arizona Home Foreclosures, LLC

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

Signature: _____

State of Arizona)
) ss.
County of Maricopa)
Subscribed, sworn to and acknowledged before me this 5 day of August, 2013.

By: Yomtov Scott Menaged
Commission Expires: 5/22/15


Notary Public



356655v2

5/22/2007

D140136
#8604

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: August 5, 2013

TRUSTOR: Arizona Home Foreclosures, 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: Trustee Corps

Address: 17100 Gillette Ave., Irvine, CA 92614

PROPERTY in the County of Maricopa, State of Arizona, described as: Lot 2, Subdivision Forty Eight East, according to the Book 422, of Maps, Page 22, in the Recorder's office of Maricopa County.

Street address: 15456 S 47th Place, Phoenix, AZ 85044

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 \$190,000.00 (U.S. \$One Hundred Ninety 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.

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

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 map 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 continuance 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

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.

RECORDING REQUESTED BY:

WHEN RECORDED MAIL
DEED AND TAX STATEMENT TO:

Arizona Home Foreclosures, LLC
7320 N. Bell Rd
Glendale, AZ 85038

TS No: AZ08000482-12-2

APN 307-05-367 1

TO No.: 130077833-AZ-MAI

TRUSTEE'S DEED UPON SALE

The undersigned Grantor declares:

- 1) The Grantee herein was not the foreclosing beneficiary.
 - 2) The amount of the unpaid debt together with costs was: **\$291,316.63**
 - 3) The amount paid by the Grantee at the trustee sale was: **\$235,600.00**
 - 4) The documentary transfer tax is: **\$0.00**
 - 5) Said property is in the city of: PHOENIX
 - 6) A.P.N. 307-05-367 1
- EXEMPT UNDER A.R.S. 11-1134 B1**

and MTC FINANCIAL INC. dba TRUSTEE CORPS, herein called "Trustee", as Trustee (or as Successor Trustee) of the Deed of Trust hereinafter described, hereby grants and conveys, but without covenant or warranty, express or implied, to Arizona Home Foreclosures, LLC, herein called "Grantee", the real property in the County of Maricopa, State of Arizona, described as follows:

LOT 2, FORTY EIGHT EAST, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA, ARIZONA, IN BOOK 422 OF MAPS, PAGE 22

This deed is made pursuant to the authority and powers given to Trustee (or to Successor Trustee) by law and by that certain Deed of Trust dated March 21, 2006, made to DAVID RISTICK, AN UNMARRIED MAN and recorded on March 29, 2006 as Instrument No. 20060420660 of official records in the office of the Recorder of Maricopa County, Arizona, Trustee (or Successor Trustee) having complied with all applicable statutory provisions and having performed all of his duties under the said Deed of Trust.

D140142
#8604

All requirements of law and of said Deed of Trust relating to this sale and to notice thereof having been complied with. Pursuant to the Notice of Trustee's Sale, the above described property was sold by Trustee (or Successor Trustee) at public auction on August 2, 2013 at the place specified in said Notice, to Grantee who was the highest bidder therefore, for \$238,600.00 cash, in lawful money of the United States, which has been paid.

Dated: August 6, 2013

TRUSTEE CORPS



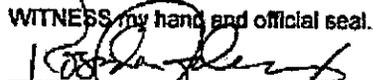
By: Susan Johnson, Authorized Signatory

State of ARIZONA
County of MARICOPA

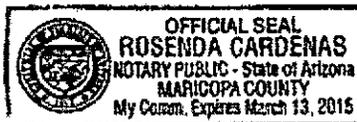
On 8/6/13 before me, Rosenda Cardenas, a Notary Public, personally appeared SUSAN JOHNSON who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ARIZONA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public in and for said County and State

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.



D140143
#8604



TRUSTEE CORPS

Experience. Trust. Integrity.

17100 Gillette Ave. Irvine, CA 92614
Office: 949.252.8300 Fax: 949.252.8330

August 6, 2013

John Ray
7320 N. Bell Rd
Glendale, AZ 85038

Trustee Sale No: **AZ08000482-12-2**
Title Order No: **130077633-AZ-MAJ**
Trutor(s): **DAVID RISTICK, AN UNMARRIED MAN**
Property: **15456 S 47TH PL, PHOENIX, AZ 85044-4985**
County: **Maricopa**

To whom it may concern:

The above referenced property was sold to Arizona Home Foreclosures, LLC
for the amount of \$238,600.00.

Enclosed is the Trustee's Deed Upon Sale which is being forward to you as of this date, August 6, 2013
for recording.

Also included is your refund Check No. _____ in the amount of \$ _____, for the excess
funds paid at the sale.

Sincerely,

Ron Ahn
949-252-8300, x127

D140144
#8604



Trustee Sale Receipt

DATE	8/2/13	TIME	10am	REFERENCE #	AZ18-000717-1
TS#	A208000482-12-1	TRUSTEE	Trustee Corps		
TRUSTEE'S ADDRESS	17100 Gillette Ave Irvine Ca.				
PROPERTY ADDRESS	15456 S. 47th Pl Phoenix AZ				
This acknowledges receipt of the initial deposit of \$ 20,000.00 from John Ray the successful bidder at the foreclosure sale of the property encumbered by the above referenced loan ("PURCHASER"), in the form of cash, cashier's or certified check(s):					

CHECK(S)	DRAWN AT (BANK)	AMOUNT
2x 603588	First Fidelity Bank	\$10,000.00
2x 487304	First National of Omaha Bank	\$228,600.00

The following instrument(s) tendered on 8/2/13 at 10:46 a.m., represents the balance required to satisfy the successful bid.

CHECK(S)	DRAWN AT (BANK)	AMOUNT

*** USE ADDITIONAL PAGE IF MORE THAN SEVEN CHECKS RECEIVED *** The above listed checks are properly endorsed

SOLD AMOUNT: \$ 228,600.00 TOTAL RECEIVED: \$ 10,000.00 & 8/2 REFUND AMOUNT: \$ 228,600.00 & 8/2

BUYER REPRESENTATIVE'S INFORMATION	
NAME	John Ray
REPRESENTATIVE'S PHONE #	(602) 501-0926
COMPANY NAME	

BUYER'S INFORMATION		
BUYER'S NAME	John Ray	
BUYER'S PHONE #	(602) 501-0926	
ADDRESS		
CITY	STATE	ZIP

Name (s) of Grantee (s) on Trustee's Deed (specify husband and wife, a cooperation, a single person, etc.)

VESTING (Prior Legally)
Arizona Home Foreclosures, LLC

MAIL UNRECORDED TRUSTEE'S DEED TO		
ADDRESS	7320 W. Bell Rd	
CITY	STATE	ZIP
Glendale	AZ	85038

REFUND INFORMATION		
MAKE CHECK PAYABLE TO		
ATTENTION	Same	
ADDRESS		
CITY	STATE	ZIP

CHECK LIST		
1. Are all checks endorsed?	<input checked="" type="radio"/>	N
2. Do you have all required signatures?	<input checked="" type="radio"/>	N
3. Do you have Buyer's Name, Address, & Phone Number?	<input checked="" type="radio"/>	N

RECORDING REQUESTED BY:

TDar15456-2-1-1--
Palumboa

WHEN RECORDED MAIL
DEED AND TAX STATEMENT TO:

Arizona Home Foreclosures, LLC
7320 N. Bell Rd
Glendale, AZ 85038

TS No: AZ08000482-12-2

APN 307-05-387 1

TO No: 190077633-AZ-MAI

TRUSTEE'S DEED UPON SALE

The undersigned Grantor declares:

- 1) The Grantee herein was not the foreclosing beneficiary.
 - 2) The amount of the unpaid debt together with costs was: \$281,316.63
 - 3) The amount paid by the Grantee at the trustee sale was: \$238,600.00
 - 4) The documentary transfer tax is: \$0.00
 - 5) Said property is in the city of: PHOENIX
 - 6) A.P.N. 307-05-387 1
- EXEMPT UNDER A.R.S. 11-1134 B1

and MTC FINANCIAL INC. dba TRUSTEE CORPS, herein called "Trustee", as Trustee (or as Successor Trustee) of the Deed of Trust hereinafter described, hereby grants and conveys, but without covenant or warranty, express or implied, to Arizona Home Foreclosures, LLC, herein called "Grantee", the real property in the County of Maricopa, State of Arizona, described as follows:

LOT 2, FORTY EIGHT EAST, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA, ARIZONA, IN BOOK 422 OF MAPS, PAGE 22

This deed is made pursuant to the authority and powers given to Trustee (or to Successor Trustee) by law and by that certain Deed of Trust dated March 21, 2006, made to DAVID RISTICK, AN UNMARRIED MAN and recorded on March 29, 2006 as Instrument No. 20060420660 of official records in the office of the Recorder of Maricopa County, Arizona, Trustee (or Successor Trustee) having complied with all applicable statutory provisions and having performed all of his duties under the said Deed of Trust.

All requirements of law and of said Deed of Trust relating to this sale and to notice thereof having been complied with. Pursuant to the Notice of Trustee's Sale, the above described property was sold by Trustee (or Successor Trustee) at public auction on August 2, 2013 at the place specified in said Notice, to Grantee who was the highest bidder therefore, for \$235,600.00 cash, in lawful money of the United States, which has been paid.

Dated: August 5, 2013

TRUSTEE COOPS

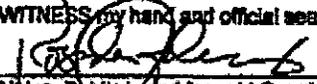

By: Susan Johnson, Authorized Signatory

State of ARIZONA
County of MARICOPA

On 8/6/13 before me, Rosenda Cardenas, a Notary Public, personally appeared SUSAN JOHNSON who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

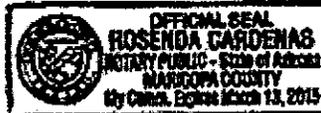
I certify under PENALTY OF PERJURY under the laws of the State of ARIZONA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public in and for said County and State

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.



CMA

6 Properties

MLS #	Status	Address	LP FE	Bed	Bth	SqFt	YR	SP	COE	ADOM	CDOM
1 4781575	Closed	15441 S 47th WAY	\$1,695 42FRD3G3S	4	2	1,890	1997	1,695	08/12/2012	39	39
2 4876032	Closed	15456 S 47TH PL	\$1,450 42RO3G	4	2	1,890	1998	1,450	05/17/2013	96	96
3 4782934	Closed	4611 E SOUTH FORK DR	\$1,795 42FRDO3G	4	2	1,890	1997	1,795	07/27/2012	22	22
4 4899476	Closed	4715 E SOUTH FORK DR	\$1,795 43FRDP3G2S	4	3	2,432	1997	1,795	04/01/2013	4	4
5 4872485	Closed	4763 E SOUTH FORK DR	\$1,900 32RDPS3G2S	3	2	1,890	1997	1,900	02/01/2013	13	13

All information should be verified by the recipient and none is guaranteed as accurate by ARMLS.

Prepared by
Veronica
Castro

DND2 (D o N of D isplay or D isclose) - the data in fields marked with DND2 is confidential, for agent use only, and may not be shared with customers or clients in any manner whatsoever.

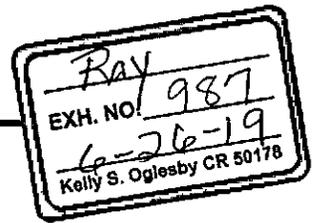
Tuesday, August 20, 2013
3:18 PM Tuesday, August
20, 2013 3:15 PM

© 2013
ARMLS and
FBS.

Comp
 COMPAS
 on 4/1/13
 making active
 average
 \$1795.00
 Veronica

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 4/15/2012 11:43:34 PM
To: Scott Smith [ultimatellc@cox.net]
Subject: Fw: Fwd: Info Re: Property Purchase on Arrowhead Trail
Attachments: 19418 E. Arrowhead Trail - TRUSTEES SALE RECEIPT.PDF



Make the check out to DenSco Investment Corp for 23,300, i'll wire the 163,300 to AIA
thx
dc

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

---- Forwarded Message ----

From: Ranasha Chittick <rchittick@bidazforeclosures.com>
To: Denny Chittick <dcmoney@yahoo.com>
Sent: Sunday, April 15, 2012 6:42 PM
Subject: Fwd: Info Re: Property Purchase on Arrowhead Trail

Sent from my iPad

Begin forwarded message:

From: "Ranasha @ BidAZ" <rchittick@bidazforeclosures.com>
Date: April 13, 2012 2:21:32 PM PDT
To: chuck@sellingarizona.com
Cc: office@bidazforeclosures.com
Subject: Info Re: Property Purchase on Arrowhead Trail

Hi Chuck Redding,

Congratulations on your purchase! Please plan on delivering **Cashier's Checks** to our office **no later than 12pm tomorrow**. Our address is 7720 N. 16th St Ste 370 Phoenix, AZ 85020. If **sending a wire**, please plan on having the wire in our account no later than **10am tomorrow**. Wiring instructions and payment details are below. Please double check all numbers.

Important Note

Please do not deposit or transfer funds. Deposits and transfers are not immediately available. Acceptable forms of payment are Wires sent directly to the Wells Fargo Account or Cashier's Checks made out to the trustee and delivered to our office.

Purchase Details

Property address: 19418 E. Arrowhead Trail Queen Creek, AZ 85142
Purchase price: \$162,300
View Taxes

\$152,300 to Michael A Bosco Jr., Trustee
\$10,000.00 to Luigi Amoroso OR Jace Johnson OR Monica Collins OR John Ray (Please make check out as typed with all names)

\$1,000 to Arizona Investors Alliance

*****Receipt is attached*****

TOTAL WIRE: \$163,300.00

Title Insurance Information (optional)

Great American Title

Hold Open Policy (Flip): \$790

Standard Owner Policy (Buy Hold/Rental): \$659

Please bring separate payment for title insurance made out to Great American Title

Wiring Instructions

Company Name: AIA Holdings LLC

Name of Bank: Wells Fargo Bank of AZ

Bank Address: 100 W. Washington St. 1st Floor Phoenix, AZ 85003

Account Number: 296-1262348

ABA Routing Number: 121000248

AIA Address: 7720 N. 16th St. Suite 370 Phoenix, AZ 85020

Please, let us know if there is anything we can help you with. Thank you!

Lauren Evans

Jon Ray

Ranasha Chittick

BidAZForeclosures

Arizona Investors Alliance, LLC

7720 N. 16th St. Suite 370

Phoenix, AZ 85020

602-229-1200 Office

office@bidazforeclosures.com



**TIFFANY
& BOSCO**
P.A.

2525 EAST CAMELBACK ROAD
SUITE 300
PHOENIX, ARIZONA 85016
TELEPHONE: (602) 255-6000
FACSIMILE: (602) 255-0192

Financial Services Department
(602) 255-6035

Bid Deposit Receipt

Date: 4-13

File Number: 11-23171

Amount of Successful Bid: \$ 162,300

Our office acknowledges the receipt of the \$10,000.00 bid deposit on the above referenced file number.

Remaining bid funds, in the form of a Cashier's Check, must be made payable to *Michael A. Bosco Jr., Trustee.*

The remaining bid funds are due in our office located at 7720 N. 16th St. #300 Phoenix, Arizona 85020, by 5:00 pm the following business day. Failure to provide these funds by this timeframe could result in forfeiture of the \$10,000.00 bid deposit and bid.

If a replacement or corrective Trustee's Deed needs to be completed for any reason, a fee of \$100.00 will be incurred. This fee will need to be paid prior to the issuance of the replacement or corrective Trustee's Deed.

Thank you,
Tiffany & Bosco, P.A..

Ray
EXH. NO. 988
6-26-19
Kelly S. Oglesby CR 50178

Message

From: Denny Chittick [dcmoney@yahoo.com]
Sent: 8/11/2008 7:37:46 PM
To: Scott Menaged [smena98754@aol.com]; john ray [johnraypc@cox.net]
Subject: form for deals
Attachments: DenSco Lender Form.xls

Here is the new and improved lender form!

fill it all in and it will be easy!
thx
dc

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

PROPERTY INFORMATION SHEET

Today's Date July 18, 2008

PROPERTY INFO

Address	
City	
Zip	
TSN	
Trustee	
Funding/Purchase Date	

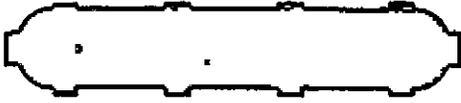
FINANCING INFO

Purchase Price	
Market Value	
Hard Money Funding	
Client Down Payment	
AIA Fee Amount	
Amount to be Transferred	

BUYER INFO

Vesting Name	
Client Name	
Physical Address	
Phone	
Mobile	
Fax	
Email	
Insurance Company	
Insurance Contact	
Insurance Phone	

Bay
EXH. NO. 1989
6-26-19
Kelly S. Oglesby CR 50178



2282 41448 N Clerk ^{ASH} Company

DenSco Investment Corporation

RS
2-25-11

PAID
2-25-11
133,614.70
2/14/11

February 24, 2011

Arizona Investors Alliance, LLC
John Ray
7720 N 16th Street, Ste#375
Phoenix, AZ 85022

John:

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

Borrower: Arizona Investors Alliance, LLC

Property Address: 41448 N Clear Crossing Rd., Anthem, AZ 85086

Legal Description: Lot 106, Subdivision Anthem Country Club Unit 6. According to Book 502, of Maps, Page 50, In the plat record in the recorder's office of Maricopa County Arizona

Escrow Number: N/A

Loan Number: 2282

Payoff Due February 25, 2011: **\$133,614.70**

Interest Perdiem of \$65.95 starting and including February 26, 2011, through date of funds wired.

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

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

Please call or email me the day of the wire.

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

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

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

Thank you,

Denny J. Chittick

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

D086582
#8604



Foreclosure Properties for Maricopa County, Arizona (filtered by sale date)

<u>Trustee Number</u>	<u>Property Address</u>	<u>City</u>	<u>State</u>	<u>Zipcode</u>	<u>Status</u>	<u>Previous Postponed Date</u>	<u>Current Sale Date</u>
20069019204807	3024 S 161ST DR	Goodyear	AZ	85338	Active	07/02/2010	08/06/2010
20069134005254	4448 WEST MORTEN AVENUE	Glendale	AZ	85301	Active	07/20/2010	08/06/2010
7104.10951	14638 N 58TH DR	Glendale	AZ	85306	Cancelled	07/06/2010	08/06/2010
20069134001770	8803 W JOHN CABOT RD had	Peoria	AZ	85382	Active	08/09/2010	08/06/2010
							\$
09-0121202	2531 WEST FLOWER STREET	Phoenix	AZ	85017	Cancelled	07/06/2010	08/06/2010
09-0157709	28068 NORTH 165TH DRIVE	Surprise	AZ	85387	Active		08/06/2010
09-0158169	2240 S CATARINA AVE	Mesa	AZ	85202	Active	07/06/2010	08/06/2010
09-0164213	17157 W. STATLER STREET	Surprise	AZ	85388	Active	07/07/2010	08/06/2010
09-0168826	7733 WEST CROCUS DRIVE	Peoria	AZ	85381	Active	07/30/2010	08/06/2010
							\$
09-0174755	2830 WEST WEBSTER COURT	Anthem	AZ	85086	Active	07/06/2010	08/06/2010
09-0180958	7871 SOUTH GRANDVIEW AVENUE	Tempe	AZ	85284	Cancelled	07/30/2010	08/06/2010
7037.04029	9515 WEST BADEN STREET	Tolleson	AZ	85353	Active	07/30/2010	08/06/2010
							\$
10-0005732	11627 E 6TH AVE	Apache Junction	AZ	85220	Cancelled	07/06/2010	08/06/2010
10-0008224	7620 SOUTH 64TH LANE	Laveen	AZ	85339	Active	07/07/2010	08/06/2010
							\$
10-0024186	8138 WEST PALMAIRE AVENUE	Glendale	AZ	85303	Cancelled	07/06/2010	08/06/2010
10-0023585	6522 N. 60TH AVE	Glendale	AZ	85301	Cancelled	07/06/2010	08/06/2010
10-0021299	11171 W MCKINLEY ST	Avondale	AZ	85323	Active	07/06/2010	08/06/2010
20109070800412	1303 DARROW DRIVE S	Tempe	AZ	85281	Cancelled	07/07/2010	08/06/2010
20109070800315	37204 NORTH 20TH STREET	Phoenix	AZ	85066	Active	07/07/2010	08/06/2010
							\$
AZ1000181430	29411 NORTH 69TH AVENUE	Peoria	AZ	85383	Active	07/07/2010	08/06/2010
AZ1000192222	4368 EAST ROSEMONTE DRIVE	Phoenix	AZ	85050	Cancelled	07/07/2010	08/06/2010

DenSco Investment Corporation

Borrower: AIA

Property Address:
41448 N Clear Crossing Rd., Anthem, 85086

Date Funded
January 31, 2011

Interest Payments:

Date:

Interest Paid:

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

D086584
#8604

Address	City	Zip	Company	Phone	Start Date	End Date	Rate	Balance	Days	Status	Amount		
1624 N 11TH AVE	PHOENIX	85008	RECONTRUST COMPANY	08-108742	08-05-2010	02-00PM	114,900	1653	0	1951	0%	ACTIVE	\$31,843
1624 N 11TH AVE	PHOENIX	85008	RECONTRUST COMPANY	08-119628	08-05-2010	02-00PM	114,900	1653	0	1973	0%	TBA	\$53,709
4617 S WATSON PL	CHANDLER	85249	RECONTRUST COMPANY	08-121219	08-05-2010	02-00PM	378,281	3924	350	2003	0%	TBA	\$387,508
1744 E ONYX CT	SCOTTSDALE	85248	RECONTRUST COMPANY	08-121219	08-05-2010	02-00PM	686,000	2669	260	1979	0%	TBA	\$539,700
3243 S WASHINGTON RD W104	PHOENIX	85008	RECONTRUST COMPANY	08-122843	08-05-2010	02-00PM	322,000	3705	350	1980	0%	TBA	\$200,000
3844 E DECATUR ST	MESA	85205	RECONTRUST COMPANY	08-122817	08-05-2010	02-00PM	233,000	2035	0	1962	0%	TBA	\$165,843
945 W AMOROSO DR	GILBERT	85233	RECONTRUST COMPANY	08-126559	08-05-2010	02-00PM	397,057	3116	0	2004	0%	TBA	\$270,336
6123 E HANCOCK DR	PHOENIX	85028	RECONTRUST COMPANY	08-130079	08-05-2010	02-00PM	171,000	2209	0	1995	0%	TBA	\$372,081
318 E MAIN ST	PHOENIX	85004	RECONTRUST COMPANY	08-130111	08-05-2010	02-00PM	1,163,000	11,163	2003	0%	ACTIVE	\$1,077,896	
2785 N 11TH WAY	SCOTTSDALE	85262	RECONTRUST COMPANY	08-139823	08-05-2010	02-00PM	610,000	3243	375	1986	0%	TBA	\$304,879
2902 S 38TH LN	PHOENIX	85041	RECONTRUST COMPANY	08-146827	08-05-2010	02-00PM	178,170	1831	0	2002	0%	TBA	\$91,221
921 W POMO ST	PHOENIX	85043	RECONTRUST COMPANY	08-154183	08-05-2010	02-00PM	140,000	1858	0	2002	0%	TBA	\$63,037
21831 N 65TH DR	GLENDALE	85308	RECONTRUST COMPANY	08-158125	08-05-2010	02-00PM	333,000	3122	400	1992	0%	TBA	\$387,883
2106 S 19TH ST	QUEEN CREEK	85249	RECONTRUST COMPANY	08-158133	08-05-2010	02-00PM	158,000	1901	0	1997	0%	TBA	\$206,472
1602 W WASHINGTON	PHOENIX	85007	RECONTRUST COMPANY	08-160571	08-05-2010	02-00PM	240,000	2570	0	1989	61%	ACTIVE	\$53,970
2000 W WASHINGTON	PHOENIX	85007	RECONTRUST COMPANY	08-160571	08-05-2010	02-00PM	240,000	2570	0	1989	61%	ACTIVE	\$53,970
3003 E WHITE ASTER ST	PHOENIX	85044	RECONTRUST COMPANY	08-177055	08-05-2010	02-00PM	274,000	1817	0	2005	0%	ACTIVE	\$188,700
906 N ALDER ST	GILBERT	85233	RECONTRUST COMPANY	08-178983	08-05-2010	02-00PM	183,000	1198	0	2005	0%	TBA	\$109,981
1300 S MARION AVE	MESA	85204	RECONTRUST COMPANY	08-179286	08-05-2010	02-00PM	63,000	1540	0	1977	25%	ACTIVE	\$53,766
1300 S MARION AVE	MESA	85204	RECONTRUST COMPANY	08-179286	08-05-2010	02-00PM	63,000	1540	0	1977	25%	ACTIVE	\$53,766
7600 E HARBELL ST	SCOTTSDALE	85267	RECONTRUST COMPANY	08-180332	08-05-2010	02-00PM	217,500	1341	0	1992	0%	TBA	\$145,784
2413 W FLORENCE AVE	PHOENIX	85043	RECONTRUST COMPANY	08-180418	08-05-2010	02-00PM	277,527	1925	0	2008	0%	TBA	\$91,683
2700 W WASHINGTON	MESA	85204	RECONTRUST COMPANY	08-180418	08-05-2010	02-00PM	277,527	1925	0	2008	0%	TBA	\$91,683
1807 N PALMCREST WAY	PHOENIX	85007	RECONTRUST COMPANY	08-182134	08-05-2010	02-00PM	285,000	1859	0	1939	0%	TBA	\$321,507
2224 N CENTRAL DR	CHANDLER	85224	RECONTRUST COMPANY	08-17263	08-05-2010	02-00PM	153,600	2078	0	1983	0%	TBA	\$189,284
18026 N 46TH ST S 127	PHOENIX	85022	RECONTRUST COMPANY	08-17443	08-05-2010	02-00PM	213,739	1889	0	2007	0%	TBA	\$117,179
18026 N 46TH ST S 127	PHOENIX	85022	RECONTRUST COMPANY	08-17443	08-05-2010	02-00PM	213,739	1889	0	2007	0%	TBA	\$117,179
1453 W WASHINGTON	PHOENIX	85007	RECONTRUST COMPANY	08-17443	08-05-2010	02-00PM	213,739	1889	0	2007	0%	TBA	\$117,179
1453 W WASHINGTON	PHOENIX	85007	RECONTRUST COMPANY	08-17443	08-05-2010	02-00PM	213,739	1889	0	2007	0%	TBA	\$117,179
1946 N BOND ST	SCOTTSDALE	85251	RECONTRUST COMPANY	08-17553	08-05-2010	02-00PM	181,000	2000	0	1992	0%	TBA	\$130,000
222 W BROWARD DR	MESA	85201	RECONTRUST COMPANY	08-01781	08-05-2010	02-00PM	83,500	1343	0	1981	0%	TBA	\$53,638
13022 W ESTERO LN	ATOCFIELD, PA	85249	RECONTRUST COMPANY	08-04828	08-05-2010	02-00PM	319,000	3976	0	2003	0%	TBA	\$200,883
13022 W ESTERO LN	ATOCFIELD, PA	85249	RECONTRUST COMPANY	08-04828	08-05-2010	02-00PM	319,000	3976	0	2003	0%	TBA	\$200,883
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800 W WASHINGTON	PHOENIX	85007	RECONTRUST COMPANY	08-04828	08-05-2010	02-00PM	319,000	3976	0	2003	0%	TBA	\$200,883
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1724 N WASHINGTON	GLENDALE	85301	RECONTRUST COMPANY	08-04828	08-05-2010	02-00PM	319,000	3976	0	2003	0%	TBA	\$200,883
1724 N WASHINGTON	GLENDALE	85301	RECONTRUST COMPANY	08-04828	08-05-2010	02-00PM	319,000	3976	0	2003	0%	TBA	\$200,883
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NOTE SECURED BY DEED OF TRUST

\$131,900.00

Phoenix, AZ (Date): January 31, 2011

Property Address: 41448 N Clear Crossing Rd., Anthem, AZ 85086

For value received, Arizona Investors Alliance, 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 \$131,900.00 (One Hundred Thirty-one Thousand Nine Hundred 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 July 31, 2011, 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: 1-31-11

Borrower: Arizona Investors Alliance, LLC
Name & Title: John Ray, Managing Member of LLC

By: 

Personally Guaranteed by: 

Printed Name: X JOHN RAY

357665v1

Monthly Installments 6/5/2007

D086586
#8604

WHEN RECORDED MAIL TO:

DenSco Investment
6132 W. Victoria Place
Chandler, AZ 85226

2-14-11
2010-0132048

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST AND ASSIGNMENT OF RENTS

Date: January 31, 2011

TRUSTOR: Arizona Investors Alliance, LLC

Address: 7720 N 16th Street, Ste#370, Phoenix, AZ 85020

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

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

TRUSTEE: Recontrust Company

Address: 2380 Performance Dr., Richardson, TX 75082

PROPERTY in the County of Maricopa, State of Arizona, described as: Lot 106, Subdivision Anthem Country Club Unit 6, Amended, according to the Book 502, of Maps, Page 50, and Certificate of Correction Recorded in Doc No. 2000-0807382G, in the plat record in the Recorder's Office of Maricopa County, Arizona.

Street address: 41448 N Clear Crossing Rd., Anthem, [street, city] Arizona, 85086[zip code]]

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 \$131,900.00 (U.S. \$One Hundred Thirty-one Thousand Nine Hundred 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.

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 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 map 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 continuance 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 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

AMERICAN STRATEGIC INSURANCE CORP
P.O. Box 33018
Saint Petersburg, FL 33733-8018



Premium Notice

ARIZONA INVESTORS ALLIANCE LLC
7720 N 16TH ST
STE 370
PHOENIX, AZ 85020

AgentID: 420302
US Private Insurance Group
20909 N 90th Place, Suite 105
Scottsdale, AZ 85255
(480) 922-5759

POLICY NUMBER: AZA18038 **POLICY TYPE:** Dwelling
NOTICE DATE: 1/31/2011
POLICY HOLDER: ARIZONA INVESTORS ALLIANCE LLC
PROPERTY LOCATION: 41448 N CLEAR CROSSING RD ANTHEM, AZ 85086
POLICY INCEPTION DATE: 01/31/2011

Dear PolicyHolder:

According to our records, a premium is due on your policy. You must pay the minimum amount due to maintain your insurance coverage. You may save payment fees by paying the total amount due.

If you believe that you have previously remitted this payment, please contact your agent at (480) 922-5759 to verify that your payment has been posted to your account.

If the amount due is \$0.00 or if you have given your first payment to your agent you may disregard this notice.

Thank you for allowing ASI to service your insurance needs. We appreciate your business.

Make Checks Payable and Mail To:

ASI
P.O. Box 33018
St. Petersburg, FL 33733-8018

Payor: ARIZONA INVESTORS ALLIANCE LLC
7720 N 16TH ST
STE 370
PHOENIX, AZ 85020 Loan #: 2282

DETACH HERE AND RETURN BOTTOM PORTION WITH YOUR PAYMENT TO ASI

1 Pay Amount: \$667.00
2 Pay, Down Payment: \$333.50
Pay Plan Fee of \$6.00 is added to each addtl payment
4 Pay, Down Payment: \$166.75
Pay Plan Fee of \$6.00 is added to each addtl payment

1/31/2011 7:05:58PM

Policy Number	
AZA18038	
Insured	
ARIZONA INVESTORS ALLIANCE LLC	
Agent	
US Private Insurance Group	
Minimum Amount Due:	\$166.75
Total Amount Due:	\$667.00
Due Upon Receipt	

D086593
#8604



American Strategic Insurance Corp
 805 Executive Center Dr W Suite 300
 St. Petersburg, FL 33702
 Phone: (727) 374-2502



Dwelling Declarations Page

Named Insured:
 ARIZONA INVESTORS ALLIANCE LLC
 7720 N 16TH ST
 STE 370
 PHOENIX, AZ 85020

Effective Date of This Transaction: 1/31/2011

Activity of This Transaction: New Business

Residence Premises:
 41448 N CLEAR CROSSING RD
 ANTHEM, AZ 85086

Total Policy Premium: \$667
Policy Number: ~~XXXXXXXXXXXX~~

Agent:
 US Private Insurance Group
 20909 N 90th Place, Suite 105
 Scottsdale, AZ 85255

Agent Code: 420302
For Policy Service, Call: (480) 922-5759
E-Mail Address: mark@uspig.net

Policy Period: From: 01/31/2011 To: 01/31/2012
 (At 12:01 AM Standard Time at the residence premises)

Plan Type: DP3

Coverage at the residence premises is provided only where a limit of liability is shown or a premium is stated.

Coverages and Limits of Liability		Limit	Premium
SECTION I:	A. Dwelling Coverage	\$246,000	359.10
	B. Other Structures Limit	\$24,600	Included
	C. Contents Coverage	\$10,000	20.24
	D. Loss of Rents/Addtl Living Expense	\$49,200	Included
	L. Liability Limit	\$500,000	80.00
	M. Medical Payments Limit	\$5,000	10.00
OTHER COVERAGES AND ENDORSEMENTS: (Printed on the following page)			
DEDUCTIBLES:	All Other Perils:	\$1000	
	Wind / Hall:	\$1000	

Special Messages: OTHER COVERAGES, LIMITS AND EXCLUSIONS APPLY -REFER TO YOUR POLICY FOR DETAILS

Mortgagee:

1st Mortgagee:
 DenSco Investment Corporation
 6132 W Victoria Place
 Chandler, AZ 85226

2nd Mortgagee:

Loan #2282 Escrow: No

Name Insured(s): ARIZONA INVEST ALLIANCE LLC

Policy Number: AZA18038

Other Coverages And Endorsements:	Form Number	Limit	Premium
Special Provisions - ARIZONA	ASI DP AZ SP 09 08		
Special Provisions - ARIZONA	ASI DP AZ SPL 09 08		
Cover Dwelling Property 3 - Special Form	ASI DP Cover 11 07		
Personal Liability	DL 24 01 12 02		
Personal Liability Additional Policy Conditions	DL 24 02 12 02		
Premises Liability	DL 24 11 12 02		
No Coverage For Home Day Care Business	DL 24 16 12 02		
Dwelling Property 3 - Special Form	DP 00 03 12 02		
Limited Fungi/Mold	DP 04 22 12 02		
PC / Construction Factor			33.97
Theft Coverage (Contents)	DP 04 73 12 02		9.56
Financial Responsibility			-86.48
Financial Responsibility (Contents)			-8.30
Water Backup/Sump Overflow	ASI DP WBU 11 07		25.00
Contents Discount			-17.30
Age of Dwelling			32.86
PC / Construction Factor (Contents)			1.25
Age of Dwelling (Contents)			3.32
Other Perils Deductible		1000	34.14
Wind/Hail Deductible		1000	11.41
Other Perils Deductible (Contents)			3.99
Wind/Hail Deductible (Contents)			0.61
Vacancy Endorsement	ASI DP AZ VAC 11 07		33.29
Vacancy Endorsement (Contents)			5.69
Replacement Cost Contents	HO 04 90 10 00		7.52
Fixed Base Premium			65.00
Months Renter Occupied			39.31
Months Renter Occupied (Contents)			2.90

Additional Insured:

Additional Interest:

Interest:

Rating Information:

Construction Type: Frame
Type of Residence: Single Family
Year Built: 1999
Total Square Feet: 1,741
ASI Territory: 243

Notes:

Special Conditions:

PLEASE READ YOUR POLICY DOCUMENTS CAREFULLY AS SPECIAL CONDITIONS AND EXCLUSIONS APPLY. THESE INCLUDE, AMONG OTHERS:

1. NO COVERAGE FOR FLOOD
2. LIMITED LIABILITY FOR WATERCRAFT
3. NO LIABILITY FOR TRAMPOLINES
4. NO LIABILITY FOR RECREATIONAL VEHICLES



American Strategic Insurance Corp
 805 Executive Center Dr W Suite 300
 St. Petersburg, FL 33702
 Phone: (727) 374-2502



Dwelling Declarations Page

Named Insured:
 ARIZONA INVESTORS ALLIANCE, LLC
 7720 N 16TH ST
 STE 370
 PHOENIX, AZ 85020

Effective Date of This Transaction: 1/31/2011

Activity of This Transaction: New Business

Residence Premises:
 41448 N CLEAR CROSSING RD
 ANTHEM, AZ 85086

Total Policy Premium: \$667
Policy Number: AZA18038

Agent:
 US Private Insurance Group
 20909 N 90th Place, Suite 105
 Scottsdale, AZ 85255

Agent Code: 420302
For Policy Service, Call: (480) 922-5759
E-Mail Address: mark@uspig.net

Policy Period: From: 01/31/2011 To: 01/31/2012
 (At 12:01 AM Standard Time at the residence premises)

Plan Type: DP3

Coverage at the residence premises is provided only where a limit of liability is shown or a premium is stated			
Coverages and Limits of Liability			
		<u>Limit</u>	<u>Premium</u>
SECTION 1:	A. Dwelling Coverage	\$246,000	359.10
	B. Other Structures Limit	\$24,600	Included
	C. Contents Coverage	\$10,000	20.24
	D. Loss of Rents/Added Living Expense	\$49,200	Included
	L. Liability Limit	\$500,000	80.00
	M. Medical Payments Limit	\$5,000	10.00
OTHER COVERAGES AND EXCLUSIONS			
(Printed on the following page)			
DEDUCTIBLES:			
	All Other Perils:	\$1000	
	Wind / Hail:	\$1000	

Special Messages: OTHER COVERAGES, LIMITS AND EXCLUSIONS APPLY - REFER TO YOUR POLICY FOR DETAILS

Mortgage:

1st Mortgage:
 DenSec Investment Corporation
 6132 W Victoria Place
 Chandler, AZ 85226

2nd Mortgage:

Loan #2282 Escrow No

Page 1 of 2 Countersigned by Authorized Representative St. Petersburg, Florida Date: 01/31/2011 ASI DP AZ DEC 09 08

D086596
 #8604



Lawyers Title of Arizona
510 S. Greenfield Road, Suite 1
Mesa, AZ 85206
Phone: (480) 830-4995
Fax: (480) 924-2025

January 20, 2011

DenSco Investment
6132 W. Victoria Place
Chandler, AZ 85226

YOUR REF: **None Shown**
OUR NO.: **01714985**
Property: **5050 E. Duane Lane, Phoenix, AZ 85331**

Dear Customer:

On behalf of **Lawyers Title of Arizona, Inc**, please find your ALTA Loan 2006 Policy of Title Insurance.

NOTE: Your policy is a computer generated product. Although lacking color and "live" signatures, it is the original of your policy.

Thank you for selecting **Lawyers Title of Arizona, Inc** for your transactional management needs.

Enclosure

D086597
#8604

Sales back 1 Year Search Same Sub SqFt/H 10% Built All Pool All Premium All Max Comp 8 Distance Any

Map Print Rebuild Email Print Close



ATAA
B141,900
L131,900
V240K

Property
M AND P INVEST CLEAR CROSSING LLC
41448 N CLEAR CROSSING RD
ANTHEM, AZ 85086-1076 - Map - Google
Mailing Address
12938 E WETHERSFIELD RD
SCOTTSDALE, AZ 85259
Legal Description: ANTHEM COUNTRY CLUB UNIT 6 PLEASANT VALLEY 2ND AMD MCR 502-50

MCRN: 050250
Lot#: 108
Block#: 1
Latitude: 33.87490465
Twn/Rng/Sec: 6N / 2E / 14
Lot Sz: 6.500

APN: 20307284
Taxes: \$1,652.96
Map: GIS, Plat
Longitude: -112.14541263

Census: 030378

Construction: frame wood
Patios: 1 covered patio or porch
RoofType: a concrete tile
Quality: good
Parking: 2 car garage
Builder: Del Webb

Physicals (Land Characteristics)

Stories: 1
Rooms: 6
Bath Fixtures: 8
A/C: refrigeration
Heating: Yes

SqFt: 1,741
YearBuilt: 1999
Pool: No
Prestum: None/\$0
Improve: 0%
Added Value: /\$0qft

Elem Schl Dist: DEER VALLEY UNIFIED DISTRICT

High Schl Dist: DEER VALLEY USD #97

Year	2009	2010	2011
Land Res FCV	\$224,100	\$158,000	\$139,500
Total FCV	\$224,100	\$158,000	\$139,500
% Change	-20%	-30%	-11%
Taxes	\$2,022.86	\$1,652.96	\$0.00
Use	0181 - R8-SINGLE FAMILY RES-URBAN SUB		
Class	Rental		

Property Characteristics City Cds = MC

Year	2009	2010	2011
Land Res FCV	\$224,100	\$158,000	\$139,500
Total FCV	\$224,100	\$158,000	\$139,500
% Change	-20%	-30%	-11%
Taxes	\$2,022.86	\$1,652.96	\$0.00
Use	0181 - R8-SINGLE FAMILY RES-URBAN SUB		
Class	Rental		

Subdivision = ANTHEM COUNTRY CLUB UNIT 6 PLEASANT VALLEY 2ND AMD
The subdivision this property is located in has a total of 113 improved lots. The homes were constructed in 1999 and 2000. An average property in this subdivision has 1715.00 square feet with 5.00 rooms and 8.00 bath fixtures. There are 5 residences with pools which is 4% of the total. There are 113 single story homes in this subdivision.

To	Used	RecDte	PrCde	Down	LoanAmt	Financing	Fee#
M & P INVESTMENTS CLEAR CROSSING LLC	WD	1/22/2007	\$0	\$0	\$0	XT	2007-0082536
MACCHIAROLI MICHAEL	WD	1/22/2007	\$0	\$0	\$0	FM	2007-0082537
MACCHIAROLI MICHAEL M	WD	1/22/2007	\$0	\$0	\$0	XT	2007-0082536
M & P INVESTMENTS CLEAR CROSSING LLC	WD	6/7/2006	\$0	\$0	\$0	XT	2006-0765943
MACCHIAROLI PEGGY H	SD	3/8/2006	\$0	\$0	\$0	XT	2006-0313099
MACCHIAROLI MICHAEL H & PEGGY H	OD	3/28/2004	\$0	\$0	\$0	FM	2004-0313414

APN	Address	Status	Date	SqFt	Lot	Pl	St	Rm	Bt	Yr	Ac	Pk	Rt	Cn	Pr	EV
20307260	41412 N PROSPERITY WAY	Pending	01/27/11	1741	5500	No	1	6	8	00	RF	2G	CT	FW	NO	\$168,556
20307284	41448 N CLEAR CROSSING RD	Unknown	05/03/10	1741	5500	No	1	6	8	99	RF	2G	CT	FW	NO	\$168,556

APN	Address	Leasor	SqFt	Lot	Pl	St	Rm	Bt	Yr	Ac	Pk	Rt	Cn	Pr	EV
20307237	3013 W PLUM HOLLOW DR	WELLS FARGO BANK NA	2039	5500	200	1	7	8	99	RF	2G	CT	FW	NO	\$224,483

APN	Address	Status	Price	SqFt	Lot	Pl	St	Rm	Bt	Yr	Ac	Pk	Rt	Cn	Pr	EV
20307200	41615 N CEDAR CHASE RD	ACTIVE	\$223,500	2039	5500	No	1	7	8	99	RF	2G	CT	FW	NO	\$224,483
20307203	41543 N CEDAR CHASE RD	ACTIVE	\$215,000	1741	5500	No	1	6	8	99	RF	2G	CT	FW	NO	\$168,556
20307205	41346 N CLEAR CROSSING CT	ACTIVE	\$269,000	1741	5500	No	1	6	8	99	RF	2G	CT	FW	NO	\$168,556
20307218	41411 N CLEAR CROSSING RD	ACTIVE	\$230,000	2039	5500	No	1	7	8	99	RF	2G	CT	FW	NO	\$224,483
20307237	3013 W PLUM HOLLOW DR	ACTIVE	\$184,900	2039	5500	200	1	7	8	99	RF	2G	CT	FW	NO	\$224,483
20307259	41418 N PROSPERITY WAY	ACTIVE	\$152,000	1741	5551	No	1	6	8	00	RF	2G	CT	FW	NO	\$168,556
20307260	41412 N PROSPERITY WAY	ACTIVE	\$184,000	1741	5500	No	1	6	8	00	RF	2G	CT	FW	NO	\$168,556
20307271	41543 N CLEAR CROSSING RD	ACTIVE	\$165,000	2039	6627	No	1	7	8	99	RF	2G	CT	FW	NO	\$224,483
20307277	41538 N CLEAR CROSSING RD	ACTIVE	\$199,000	2039	5500	No	1	7	8	99	RF	2G	CT	FW	NO	\$224,483

Def	APN	Site Address	Price	RODTE	DecR	SqFt	Lot	Pl	St	Rm	Bt	Yr	Ac	Pk	Rt	Cn	Pr	Fr	Dist	\$/SqFt
D	20307284	41448 N CLEAR CROSSING RD	\$0	N/A	WD	1741	5,500	No	1	6	8	99	RF	2G	CT	FW	NO	N/A	N/A	
D	20307204	41537 N CEDAR CHASE RD	\$242,000	11/17/10	WD	1741	5500	No	1	6	8	99	RF	2G	CT	FW	NO	CS	0.06	\$139.00
D	20307255	41507 N PROSPERITY WAY	\$163,000	10/07/10	WD	1741	5500	No	1	6	8	99	RF	2G	CT	FW	NO	CS	0.11	\$93.62
D	20307223	41428 N FAIRGREEN WAY	\$180,000	05/28/10	WD	1741	5500	No	1	6	8	99	RF	2G	CT	FW	NO	CS	0.04	\$103.39

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29-Sep-10

Bid Checks:		Bid Check	Payable To	Notes	Date	Signature
15180 W. Ventura St.	\$10,000.00	Mike Angelo or Sean Waak or Jonathan Ray			1/30	<i>Alfred Pella</i>
6519 N. 86th St.	\$10,000.00	Sean Waak or Mike Angelo or Jonathan Ray			10/20	<i>[Signature]</i>

AIA fee:		Other Credits	AIA Fee	Notes	Date	Signature
15180 W. Ventura St.	\$0.00		\$3,000.00	10/16	10/1	<i>[Signature]</i>
6519 N. 86th St.	\$0.00		\$3,000.00			

New Bidders:		Check Amount	Date	Signature
Esther Gomez	1000	(1248 Riverside Rent)	9/29	<i>[Signature]</i>

Ray
EXH. NO. 990
6-26-19
Kelly S. Oglesby CR 50178



4030 5510 E Woodbridge Dr #154

DenSco Investment Corporation

October 10, 2013

Clear Title Agency
Denise Schnaible
4864 E. Baseline Rd Ste 106
Mesa, AZ 85206

Denise:

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

Borrower: ReCreate Wealth, LLC

Property Address: 5510 E Woodridge Dr., Scottsdale, AZ 85254

Legal Description: Lot 311, Subdivision Arabian Views Unit 3, According to Book 359, of Maps, Page 40, In the plat record in the recorder's office of Maricopa County Arizona

Escrow Number: 30-510339

Loan Number: 4030

Payoff Due October 11, 2013: \$390,000.00

Interest Perdiem of \$195.00 starting and including October 12, 2013, through date of funds wired.

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

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

Please call or email me the day of the wire.

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

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

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

Thank you,

Denny J. Chittick

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

D029025
#8604

*RS
10-12-13
Paid
10-11-13
387,000
LO
Owe me
1,100 principal
Credited for
4K paid
10-04-13*

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: January 14, 2013

TRUSTOR: Sammy D. Gullate, an unmarried man

Address: 17365 N Cave Creek, Unit 119 Phoenix AZ 85032

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

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

TRUSTEE: Fidelity National Title

Address: 7025 N. Scottsdale Rd #102., Scottsdale, AZ 85253

PROPERTY in the County of Maricopa, State of Arizona, described as: Lot 377, Subdivision Parque Vista Estates unit 5, according to Book 206, of Maps, Page 32, in the plat record, in the Recorder's Office of Maricopa County, Arizona.

Street address: 3321 E Anderson Dr., Phoenix, AZ 85032

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 \$150,000.00 (U.S. \$One Hundred Fifty 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.

356274v3

5/22/2007

D029027
#8604

NOTE SECURED BY DEED OF TRUST

\$388,100.00

Phoenix, AZ (Date): February 11, 2013

Property Address: 5510 E Woodridge Dr., Scottsdale, AZ 85254

For value received, RECreate Wealth, LLC ("Maker") promises to pay to the order of DenSoo Investment Corporation or assigns (the "Holder"), at 6132 W. Victoria Place, Chandler, AZ 85226 (or at such office place as the Holder may designate in writing), in lawful U.S. money the principal sum of \$388,100.00 (Three Hundred Eighty-eight Thousand One Hundred 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 August 11, 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 scheduled 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. THIS IS OF THE ESSENCE.

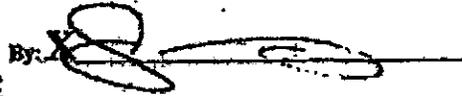
Maker agrees to an effective rate of interest that is the above rate, plus any additional rate of interest resulting from charges or benefits received by Holder which a court or governing agency deems to be in the nature of interest paid. All payments on this Note shall be applied first in payment of 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 foreclosures, 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: 2-11-13

Borrower: **RECreate Wealth, LLC**
Name & Title: **John Ray, Managing Member of LLC**

By: 

Personally Guaranteed by: 

Printed Name: X. John Ray

257663v1

Monthly Installments 657207

D Q

2-27-13
13-0183217

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: February 11, 2013

TRUSTOR: RECreate Wealth, LLC, a Delaware Corporation

Address: 7720 N 16th Street, Ste#370, Phoenix, AZ 85020

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

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

TRUSTEE: First American Title

Address: 6 Campus Circle, 2nd Floor, Westlake, TX 76262

PROPERTY in the County of Maricopa, State of Arizona, described as: Lot 311, Subdivision Arabian Views Unit 3, according to the Book 359, of Maps, Page 40, in the plat record in the Recorder's Office of Maricopa County, Arizona.

Street address: 5510 E Woodridge Dr., Scottsdale, AZ 85254

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 \$388,100.00 (U.S. \$Three Hundred Eighty-eight Thousand One Hundred 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.

356274-3

32272007

D029029
#8604

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.

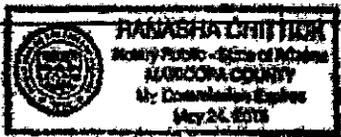
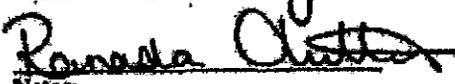
Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held thereunder. The recitals 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: RECreate Wealth, LLC

NAME and Title of Principal Borrower: John Ray, Managing Member of LLC

SIGNATURE: 

STATE OF ARIZONA) COUNTY OF MARICOPA) ss.	
This instrument was acknowledged before me this <u>11th</u> day of <u>February</u> , 2013.	
By: John Ray	
Commission Expires: <u>5-24-15</u>	Notary

2-12-13
13-0137936

When recorded, mail to:

DenSeco Investment
6132 W. Victoria Place
Chandler, AZ 85226

MORTGAGE

February 11, 2013

The undersigned borrower ("Borrower") acknowledges receipt of the proceeds of a loan from DenSeco Investment Corporation ("Lender") in the sum of \$388,100.00, as evidenced by check payable to: First American Title Ins Co ("Trustee"). The loan was made to Borrower to purchase the Real Property legally described as: Lot 311, Subdivision Arabian Views Unit 3, according to Book 359 of Maps, Page 40, in the plat record in the Recorder's Office of Maricopa County, Arizona. Address: 5510 E Woodridge Dr., Scottsdale, AZ 85254. At a trustee's sale conducted by Trustee, which took place on February 8, 2013, Borrower became the successful purchaser with the highest bid, and the loan is intended to fund all or part of the purchase price bid by Borrower at such trustee's sale.

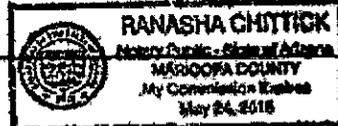
Borrower has promised to pay Lender or assignee the full amount of the loan, with interest at the rate of 18% per annum from the date of this Receipt until paid in full, such amounts to be due and payable in full based on due date from promissory note.

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

Borrower: RECreat Wealth, LLC

Name & Title of Principal Borrower: John Ray, Managing Member of LLC

Signature: _____



State of Arizona)

) ss.

County of Maricopa)

Subscribed, sworn to and acknowledged before me this 11th day of February, 2013.

By: John Ray

Commission Expires: 5.24.15

Ranasha Chittick
Notary Public



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/05/2013

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Win Group 4203 E. INDIAN SCHOOL RD Ste. 301 Phoenix, AZ 85018	PHONE (AG. No. Ext.) 480-299-1469	COMPANY STATEWIDE-INSURANCE
FAX (AG. No.) 602-926-0208	E-MAIL ADDRESS: tommy@wingroupins.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID: INSURED RECreate Wealth, LLC 7720 N 18TH ST #370 PHOENIX, AZ 85020	LOAN NUMBER 4030	POLICY NUMBER DS00002904
	EFFECTIVE DATE 09/05/2013	EXPIRATION DATE 08/16/2014
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION
5510 E WOODRIDGE DR
SCOTTSDALE, AZ 85254

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
DWELLING	200,000	
OTHER STRUCTURES	20,000	
PERSONAL PROPERTY	2,500	
LOSS OF USE	20,000	
PERSONAL LIABILITY	300,000	
MEDICAL PAYMENTS	1,000	
		2,000

REMARKS (Including Special Conditions)

TOTAL BILLED PREMIUM: \$739.94

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS DENSCO INVESTMENT CORPORATION 6132 W VICTORIA PL CHANDLER, AZ 85226	<input checked="" type="checkbox"/> MORTGAGE	<input type="checkbox"/> ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
	LOAN # 4030	
	AUTHORIZED REPRESENTATIVE TOMMY PIDDUCK	

ACORD 27 (2009/12)

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
2/11/2013

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Win Group 4203 E. INDIAN SCHOOL RD Ste. 301 Phoenix, AZ 85018	PHONE (AG, Ho, Fax) 480-239-1469	COMPANY STATEWIDE-INSURANCE
FAX (AG, Ho) 602-926-0208	E-MAIL ADDRESS tommy@wingroupins.com	
CODE:	SUB CODE:	
AGENCY CONTROLLER ID #:		
INSURED RECreates Wealth, LLC 7720 N 16TH ST #370 PHOENIX, AZ 85020	LOAN NUMBER 4030	POLICY NUMBER DS00022419
	EFFECTIVE DATE 02/11/2013	EXPIRATION DATE 09/05/2013
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION 6510 E WOODRIDGE DR SCOTTSDALE, AZ 85254

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
DWELLING	200,000	
OTHER STRUCTURES	20,000	
PERSONAL PROPERTY	2,500	
LOSS OF USE	20,000	
PERSONAL LIABILITY	300,000	
MEDICAL PAYMENTS	1,000	
		2,000

REMARKS (Including Special Conditions)

TOTAL BILLED PREMIUM: \$422.09

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS DENSCO INVESTMENT CORPORATION 6132 W VICTORIA PL CHANDLER, AZ 85226	<input checked="" type="checkbox"/> MORTGAGEE <input checked="" type="checkbox"/> LOSS PAYEE	<input type="checkbox"/> ADDITIONAL INSURED
	LOAN # 4030	
	AUTHORIZED REPRESENTATIVE TOMMY PIDDUCK	

ACORD 27 (2009/12)

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Front Ar

AVR

Sales back: 1 Year
 Include: TDs
 Search: Same Sub
 SqFt+/-: All
 Built: 5 Years
 Pool: All
 Max Comps: 8
 Distance: Any
 Map It
 Rebuild
 Find It
 Print It



B 388100

MARCHIS GABRIELA
 5510 E WOODRIDGE DR
 SCOTTSDALE, AZ 85254-5068 - Map - Google
 Mailing Address
 5501 W WOODBRIDGE DR
 PHOENIX, AZ 85254

MCRN: 035940
 Lot#: 311
 Block#: 4
 Latitude: 33.64132911
 Twn/Rng/Sec: 4N / 4E / 32
 Lot Sz: 9,129

APN: 21511364
 Taxes: \$2,746.36
 Maps: GIS, Plat
 Longitude: -
 111.96171801

Legal Description: ARABIAN VIEWS UNIT 3 MCR 359-40

Census: 619900

Physicals

Construction: frame wood Stories: 1 SqFt: 2289 YearBuilt: 1993
 Patios: 1 covered patio or porch Rooms: 8 Bedrooms: 2 Pool: 400 sqft
 Roof: a concrete tile Bath Fixtures: 9 Bathrooms: 2.00 A/C: refrigeration
 Improve: physical condition 0% Heating: Yes

Parking: 3 car garage Builder: UDC
 Elem Sch: PARADISE VALLEY High Sch: DIST: PARADISE VALLEY USD
 Dist: UNIFIED DISTRIC

Tax Valuation Trending: TaxAreaCode = 691300

Year	2011	2012	2013
Limited FCV	\$275,800	\$281,600	\$253,700
Total FCV	\$275,800	\$281,600	\$253,700
% Change	-11%	-6%	-3%
Taxes	\$2,648.90	\$2,746.36	\$0.00
Use	0141 - R4-SINGLE FAMILY RES-URBAN SUB		
Class	Owner Occupied		

Property Characteristics, CityCode = PH

Zoning	City	Ovr	Std
Zone1	R1-10/100%	10%	R-10/100%
Zone2	10%	10%	10%
Zone3	10%	10%	10%
Zone4	10%	10%	10%
Location	N/A		
Flight Pattern	None 0%, Moderate 0%, Substantial 0%		

Subdivision = ARABIAN VIEWS UNIT 3

The subdivision this property is located in has a total of 52 improved lots. The homes were constructed between 1993 and 1995. There are 44 residences with pools. This subdivision has 34 single story homes and 18 multi story homes.

Transaction History							
To	Deed	RecDts	Price	Down	LoanAmt	Financing	Fee#
MICHAEL A BOSCO SUCCESSOR TRUSTEE	D	2/3/2009	\$0	\$0	\$0	XT	2009-0069269
HSBC BANK USA NA	TD	8/8/2008	\$543,379	\$0	\$0	XT	2008-0893058
MARCHIS GABRIELA	WD	4/28/2008	\$550,000	\$5,000	\$545,000	FM	2008-0571288
MELILLO ROBERT	WD	12/30/1997	\$203,000	\$40,600	\$162,400	CN	1997-0911845
BELTZ BEVERLY J	QD	6/21/1996	\$0	\$0	\$0	XT	1996-0354465

For Sale in ARABIAN VIEWS UNIT 3															
APN	Address	Status	Price	SqFt	Lot	Pl	St	Rm	Bt	Yr	Ac	Pk	Rf	Cn	EV
21511372	5541 E WOODRIDGE DR	PENDING	\$425,000	2495	11548	435	1	8	9	93	RF	3G	CT	FW	\$358,538
			Average Price = \$425,000.00 Average SqFt = 2,495.00 Price/SqFt = \$170.34												
			2,289 SqFt x \$170.34 = \$389,610												

Comparables																			
Del	APN	Site Address	Price	RCDDTE	Deed	SqFt	Lot	Pl	St	Rm	Bt	Yr	Ac	Pk	Rf	Cn	Fr	Dist	\$/SqFt
0:	21511364	5510 E WOODRIDGE DR	\$543,379	08/08/08	D	2,289	6,129	400	1	8	9	93	RF	3G	CT	FW	XT	N/A	\$237.39
Sales Since: 2/11/2012 Search: SAME SUB SqFt+/-: 100 % Year Built+/-: 5 Pool: ALL Distance: Any																			
<input checked="" type="checkbox"/>	21511346	5503 E DANBURY RD	\$462,000	02/07/13	WD	3302	9240	325	2	9	12	93	RF	3G	CT	FW	CN	0.02	\$189.92
<input checked="" type="checkbox"/>	21511368	17033 N 65TH PL	\$455,000	12/14/12	WD	3302	9908	400	2	9	12	93	RF	3G	CT	FW	CN	0.08	\$137.80
<input checked="" type="checkbox"/>	21511378	5463 E WOODRIDGE DR	\$331,000	10/26/12	WD	2941	9138	422	2	8	12	93	RF	3G	CT	FW	CN	0.05	\$112.55

DenSco Investment Corporation

January 30, 2013

Great American Title Agency, Inc.
Carrie Porter
1630 S. Stapley Dr. Ste 131
Mesa, AZ 85204

Carrie:

This letter is to provide conditional lending based on the below conditions:

Borrower: J and J Marketing, LLC
Property Address: 5738 W Virginia Ave., Phoenix, AZ 85035
Escrow Number: 00492444

Lending Instructions are as follows:

Name of Lender: DenSco Investment Corporation
Term of Loan: As defined by the Promissory Note
Interest Rate: 18% per annum
Payments: See Promissory Note
Amount: \$55,000.00
Property Insurance: DenSco will contract outside of escrow
Promissory Note: Will be provided
Deed of Trust: Will be provided, recorded as **FIRST POSITION ONLY!**
Title Insurance: ALTA Not Required
Appraisal: Not Required

Documents to return: (1) Copy of Hud-1
(1) Copy of signed & notarized Deed of Trust
Original Note
Original Personal Guarantee (if provided)

Please record Deed of Trust in first position and then send me all originals. You may return the documents via postal service. If you have questions please call me, thank you.

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 dcmoney@yahoo.com

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#8604

21511357	5424 E WOODRIDGE DR	\$352,000	04/11/12	WD	2176	9105	422	1	5	8	95	RF	3G	CT	FW	CN	0.11	\$184.88
21511373	5533 E WOODRIDGE DR	\$274,500	02/28/12	WD	2289	9137	No	1	8	0	94	RF	3G	CT	FW	CN	0.05	\$119.92
Average Price = \$376,300.00 Average SqFt = 2802.00 Price/SqFt = \$134.30 2289 SqFt x \$134.30 Per SqFt = \$307,405.67																		

Map

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Information deemed reliable, but not guaranteed.

DenSco Investment Corporation

January 14, 2013

Fidelity National Title Agency
Teresa S. Floyd
7025 N. Scottsdale Rd #102
Scottsdale, AZ 85253

Teresa:

This letter is to provide conditional lending based on the below conditions:

Borrower: Sammy D Gullate, an unmarried man

Property Address: 3321 E Anderson Dr., Phoenix, AZ 85032
Escrow Number: 72001476-072-TF

Lending Instructions are as follows:

Name of Lender: DenSco Investment Corporation
Term of Loan: As defined by the Promissory Note
Interest Rate: 18% per annum
Payments: See Promissory Note
Amount: \$120,000.00
Property Insurance: DenSco will acquire outside of escrow
Promissory Note: Will be provided
Deed of Trust: Will be provided, recorded as **FIRST POSITION ONLY!**
Title Insurance: ALTA - Not Required
Appraisal: Not Required

Documents to return: (1) Copy of Hud-1
(1) Copy of signed & notarized Deed of Trust
Original Note
Original Personal Guarantee (if provided)

Please record Deed of Trust in first position and then send me all originals. You may return the documents via postal service. If you have questions please call me, thank you.

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 dcmoney@yahoo.com

D029037
#8604

Ray
 EXH. NO. 991
 ce-26-19
 Kelly S. Oglesby CR 50178

DenSco Investment Corporation

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

CURRENT INVESTMENT BALANCE
\$55,283.09

STATEMENT
October 2005

INVESTOR

Name John Ray
 Address 1143 E Jasper Dr. Gilbert, AZ 85296
 Phone 602-989-1234

INVESTMENT ACCOUNTS

Accrual Account		\$54,735.72
	Interest	\$547.36
Sub Total		\$55,283.08
Quarterly Account		
	Interest	
	Interest Paid	
Sub Total		
Monthly Account		
	Interest	
	Interest Paid	
Sub Total		
Total Balance		\$55,283.08

INVESTMENT HISTORY

Investment	Date	Maturity
\$75,000.00	4/29/05	4/29/07
\$25,000.00	6/4/05	6/4/07
\$50,000.00	9/23/05	
\$50,000.00		Total Investment

INTEREST PAID

Year	Earnings
2005	\$5,283.08
Total Earnings	\$5,283.08

Thank you for investing with DenSco!

\$77,324.10	0.01	\$773.24	\$78,097.34	As of Aug 30
\$25,731.93	0.01	\$257.32	\$25,989.25	As of Sept 30

\$104,086.59

\$78,097.34	\$50,000.00	\$28,097.34	
\$28,097.34	\$572.66	\$28,670.00	First 22 days
\$28,670.00	\$76.48	\$28,746.48	Last 8 days
	\$649.14		
\$28,746.48			
\$25,989.25	\$649.14	\$257.32	
\$54,735.73			
\$28,746.48	0.01	\$287.48	\$29,033.94
\$25,989.25	0.01	\$259.89	\$26,249.14
\$54,735.73			\$55,283.09

Thank you for investing with DenScol

30 John Ray

Ray
EXH. NO. 992
6-26-19
Kelly S. Oglesby CR 50178

D150586
#8604

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen:

Date: June 4, 2005

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2005. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSCO Investment Corporation (the "Company"):

- Accrual Note in the amount of \$ 25,000.00 for 24 months that will bear interest at the rate of 12% per year (1% monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is \$50,000 with \$10,000 increments above the minimum amount).
- Quarterly Note in the amount of \$ _____ for _____ months that will bear interest at the rate of _____% per year (____% monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is \$50,000 with \$10,000 increments above the minimum amount).
- Monthly payment Note in the amount of \$ _____ for _____ months that will bear interest at the rate of _____% per year (____% monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is \$50,000 with \$10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

a. Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment;

b. The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

c. The undersigned, in determining to purchase a Note, has relied solely upon (i) the advice of its legal counsel and accountants or other financial advisers with respect to the tax, economic and other consequences involved in purchasing a Note and (ii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of a Note;

d. The undersigned has been advised and understands that this investment is, by its nature, very speculative;

e. The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in a Note to satisfy any existing or expected undertaking or indebtedness. The undersigned is able to bear the economic risks of an investment in a Note from the Company, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the investment for an indefinite period of time;

f. The Note when purchased will be acquired for the account of the undersigned;

g. The undersigned acknowledges that the offering and sale of securities are being made by the Company in reliance upon an exemption from registration under the Securities Act of 1933, as amended (the "1933 Act"). The undersigned understands that the Notes have not been registered under the 1933 Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the 1933 Act and any future sale or transfer of a Note is prohibited without the prior written consent of the Company;

h. The undersigned understands that the Company is not presently subject to the provisions of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, and that the undersigned may not be permitted to rely on the provisions of Rule 144, promulgated by the Securities and Exchange Commission, for authority to sell or otherwise dispose of a Note after a fixed period of time;

i. The undersigned will not sell or otherwise transfer or dispose of a Note (i) except in strict compliance with (A) the provisions of this Subscription Agreement and (B) the restrictions on transfer described herein and (ii) unless such securities are (X) registered under the 1933 Act, and any applicable state securities laws or (Y) the undersigned represents that such securities may be sold in reliance on an exemption from such registration requirements;

j. The undersigned is an accredited investor, as defined in Rule 501(a) of Regulation D promulgated pursuant to the Securities Act, by virtue of the facts set forth in the attached Purchaser Questionnaire;

k. The investment in the Company has been privately proposed to the undersigned without the use of general solicitation or advertising;

l. No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Notes, passed upon or endorsed the merits of such investment, or made any finding or determination as to the fairness of a Note for private investment; and

m. The investment is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to establish such exemptions.

3. **Non-Transferability of Note.** The undersigned agrees to the non-transferability of the Note, except with the prior written consent of the Company, which may be withheld in its sole discretion for several reasons, including compliance with the exemptions under the Investment Company Act of 1940.

4. **Indemnification.** The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, officers, agents, employees and attorneys from and against any and all claims, loss, damage liability, cost or expense including attorneys' fees and courts costs due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned.

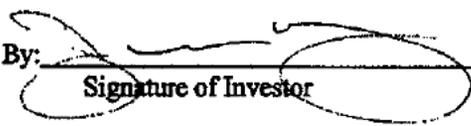
5. **Successors and Assigns.** This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assignees of the undersigned.

6. **Governing Law.** This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to principles of conflicts of law.

7. **Counterparts.** This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: June 4, 2005

By: 
Signature of Investor

Print Name of Investor

Address: _____

SSN (or EIN): _____

By: _____
Signature of Co-Investor (if any)

Print Name of Co-Investor (if any)

Address: _____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the June 4, 2004.

By: 

Name: Denny J. Chittick

Title: President

SUBSCRIPTION AGREEMENT

Ladies and Gentlemen:

Date: April 29, 2005 _____

1. **Subscription.** The undersigned investor has received and reviewed the Confidential Private Offering Memorandum dated June 1, 2003. The undersigned certifies that the undersigned meets the applicable suitability standards as evidenced on the attached Prospective Purchaser Questionnaire and the undersigned hereby subscribes for and agrees to purchase the following Note from DenSco Investment Corporation (the "Company"):

- Accrual Note in the amount of \$ 75,000.00 for 24 months that will bear interest at the rate of 12 % per year (1 % monthly). The interest will be compounded monthly. The principal and accrued interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is \$50,000 with \$10,000 increments above the minimum amount).
- Quarterly Note in the amount of \$ _____ for _____ months that will bear interest at the rate of _____ % per year (____ % monthly). The interest will be compounded monthly. The principal and any accrued and unpaid interest will be paid back to the undersigned investor at the end of the term of the Note. (The minimum amount of a Note is \$50,000 with \$10,000 increments above the minimum amount).
- Monthly payment Note in the amount of \$ _____ for _____ months that will bear interest at the rate of _____ % per year (____ % monthly). The interest will be paid to the undersigned investor on a monthly basis, and the principal will be paid to the undersigned at the end of the term of the Note. (The minimum amount of a Note is \$50,000 with \$10,000 increments above the minimum amount).

As a condition of the offer, the undersigned agrees to deliver this executed Subscription Agreement to the Company. Such Note will be issuable only upon acceptance of this Subscription Agreement by the Company and receipt of the consideration set forth in this Subscription Agreement.

2. **Representations and Warranties.** By executing this Subscription Agreement, the undersigned represents, warrants and acknowledges to the Company that:

a. Based on personal knowledge and experience in financial and business matters in general, the undersigned understands the nature of this investment, is fully aware of and familiar with the proposed business operations of the Company, is able to evaluate the merits and risks of an investment in a Note and is capable of protecting the undersigned's interests in investing in the investment;

b. The undersigned has been given the opportunity to ask questions about the Company and has been granted access to all information, financial and otherwise, with respect to the Company which has been requested, has examined such information, and is satisfied with respect to the same;

c. The undersigned, in determining to purchase a Note, has relied solely upon (i) the advice of its legal counsel and accountants or other financial advisers with respect to the tax, economic and other consequences involved in purchasing a Note and (ii) the undersigned's own, independent evaluation of the business, operations and prospects of the Company and the merits and risks of the purchase of a Note;

d. The undersigned has been advised and understands that this investment is, by its nature, very speculative;

e. The undersigned has sufficient income and net worth such that the undersigned does not contemplate being required to dispose of any portion of the investment in a Note to satisfy any existing or expected undertaking or indebtedness. The undersigned is able to bear the economic risks of an investment in a Note from the Company, including, without limiting the generality of the foregoing, the risk of losing all or any part of the investment and probable inability to sell or transfer the investment for an indefinite period of time;

f. The Note when purchased will be acquired for the account of the undersigned;

g. The undersigned acknowledges that the offering and sale of securities are being made by the Company in reliance upon an exemption from registration under the Securities Act of 1933, as amended (the "1933 Act"). The undersigned understands that the Notes have not been registered under the 1933 Act or any state securities laws, are "restricted securities" in the hands of the undersigned within the meaning of the 1933 Act and any future sale or transfer of a Note is prohibited without the prior written consent of the Company;

h. The undersigned understands that the Company is not presently subject to the provisions of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, and that the undersigned may not be permitted to rely on the provisions of Rule 144, promulgated by the Securities and Exchange Commission, for authority to sell or otherwise dispose of a Note after a fixed period of time;

i. The undersigned will not sell or otherwise transfer or dispose of a Note (i) except in strict compliance with (A) the provisions of this Subscription Agreement and (B) the restrictions on transfer described herein and (ii) unless such securities are (X) registered under the 1933 Act, and any applicable state securities laws or (Y) the undersigned represents that such securities may be sold in reliance on an exemption from such registration requirements;

j. The undersigned is an accredited investor, as defined in Rule 501(a) of Regulation D promulgated pursuant to the Securities Act, by virtue of the facts set forth in the attached Purchaser Questionnaire;

k. The investment in the Company has been privately proposed to the undersigned without the use of general solicitation or advertising;

l. No federal or state agency, including the Securities and Exchange Commission or the securities regulatory agency of any state, has approved or disapproved the Notes, passed upon or endorsed the merits of such investment, or made any finding or determination as to the fairness of a Note for private investment; and

m. The investment is being made in reliance on specific exemptions from the registration requirements of federal and state securities laws, and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to establish such exemptions.

3. **Non-Transferability of Note.** The undersigned agrees to the non-transferability of the Note, except with the prior written consent of the Company, which may be withheld in its sole discretion for several reasons, including compliance with the exemptions under the Investment Company Act of 1940.

4. **Indemnification.** The undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained herein and agrees to indemnify and hold harmless the Company, its directors, officers, agents, employees and attorneys from and against any and all claims, loss, damage liability, cost or expense including attorneys' fees and courts costs due to or arising out of or connected directly or indirectly to any breach of any such representation or warranty made by the undersigned.

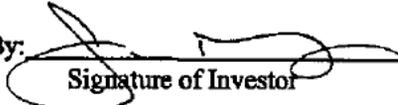
5. **Successors and Assigns.** This Subscription Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the successors and assigns of the Company and to the legal representatives, successors and permitted assignees of the undersigned.

6. **Governing Law.** This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to principles of conflicts of law.

7. **Counterparts.** This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement.

DATED: April 29, 2005

By: 
Signature of Investor

John Ray

Print Name of Investor

Address: _____

SSN (or EIN): _____

By: _____
Signature of Co-Investor (if any)

Print Name of Co-Investor (if any)

Address: _____

SSN (or EIN): _____

Agreed to and accepted by DenSco Investment Corporation as of the April 29, 2005.

By: 

Name: Denny J. Chittick

Title: President

Date: April 29, 2005

INDIVIDUAL INVESTOR NO. 30

**DENSCO INVESTMENT CORPORATION
PROSPECTIVE PURCHASER QUESTIONNAIRE
INDIVIDUAL INVESTOR**

This Prospective Purchaser Questionnaire must be completed by each potential Individual Investor who has indicated an interest in purchasing a promissory note (the "Note") from the Company. Each Co-Investor (other than a spouse) must complete and sign a separate Prospective Purchaser Questionnaire for Individual Investors and adult custodians must complete this Prospective Purchaser Questionnaire for individual minor Investors. The purpose of this Prospective Purchaser Questionnaire is to assure the Company that it may rely on the exemptions from the registration requirements of the Securities Act of 1933, as amended (the "Act") and of any applicable state statutes or regulations.

Please answer every question. If the answer to any question is "None" or "Not Applicable" please so state.

The Prospective Purchaser Questionnaire does not constitute an offer by the Company or any agent to sell any securities, but is merely a request for information.

Please complete, sign, date and return the Prospective Purchaser Questionnaire to the Company. Your investment in a Note from the Company will not be accepted until the Company determines that you satisfy all of the requisite suitability standards.

PLEASE PRINT

I. GENERAL INFORMATION

Name of Investor* John Ray
Residence Address _____

City _____ State _____ Zip Code _____

Home Telephone Number (_____ Email Address: johnravnc@cox.net

Work Number (_____ Cellular Number (_____

U.S. Citizen Yes No

Social Security Number (Investor) _____

(Co-Investor, if any)** _____

* ALL INFORMATION REQUESTED IN CONNECTION WITH INVESTMENTS UNDER THE UNIFORM GIFT TO MINORS ACT SHOULD BE GIVEN ON BEHALF OF THE ADULT CUSTODIAN, NOT THE MINOR BENEFICIARY, UNLESS OTHERWISE INDICATED.

**** EACH CO-INVESTOR (OTHER THAN SPOUSE) MUST COMPLETE AND SIGN A SEPARATE QUESTIONNAIRE.**

Name of Custodian (if investment is pursuant to Uniform Gift To Minors Act)

Name of Beneficiary

1. Set forth in the space provided below the state(s) in which you maintain your principal residence.

ARIZONA

2. Do you maintain residence in any other states? If yes, in which state(s)?

NO

3. In which state, if any, are you registered to vote?

ARIZONA

4. In which state, if any, do you presently hold a valid driver's license?

ARIZONA

5. Are you age 21 or older? Yes No

II. INVESTOR ACCREDITATION, SOPHISTICATION, AND SUITABILITY

1. **Accredited Investor Status.** Please complete each of the following certifications:

- 1.1 I certify that I have an individual net worth (or a joint net worth with my spouse) in excess of \$1,000,000 (including homes, home furnishings and automobiles).

Yes No

OR

1.2 I certify that I had individual income (excluding any income of my spouse) of more than \$200,000 in each of the previous two calendar years, or joint income with my spouse of more than \$300,000 in each of those years, and I reasonably expect to have an individual income in excess of \$200,000, or joint income with my spouse in excess of \$300,000, in the current year.

Yes No

OR

2. **Suitability.** I certify that I (i) I have a net worth (exclusive of home, home furnishings and automobiles) of at least five times the amount of the note I am providing to the Company, (ii) can bear the economic risk of the of note including the total loss of my security, and (iii) have such knowledge and experience in business and financial matters, including the analysis of or participation in offerings of privately issued securities, as to be capable of evaluating the merits and risks of an investment in the Company.

Yes No

The above information supplied by me is true and correct in all respects and I recognize that the Company is materially relying on the truth and accuracy of such information.

Dated this 29 day of April, 2005.

John Ray
PRINT Name of Investor

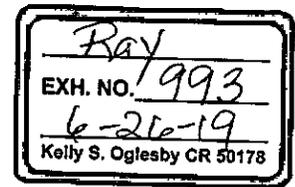
PRINT Name of Co-Investor, if any

[Signature]
Signature of Investor

Signature of Co-Investor, if any

DenSco Investment Corporation

April 7, 2005



James Meng
21058 N. 75th St.
Scottsdale, AZ 85255

James:

Here is the information that we talked about. The memorandum is nearly two years old, I am presently working with my attorney on updating it now. I update it every two years. The only material change is the number of transactions and dollar volume that I have completed. Your lawyer will enjoy reading it, I'm not sure you will, it's full of lawyer speak.

I believe you understand what I do, the industry term, "Hard Money Lender". I have been doing this now for 4 years. I was an investor for several years with a guy that did lending, until I became more interested and started my own company.

Investing in DenSco is an easy way to have a real estate investment, with out the trouble of doing all the work of buying, fixing and selling or refinancing the property. I lend money to the people that are doing this as a business. I charge 18% per annum, and pay my investors up to 12% a year. You can receive your interest monthly, quarterly or it can compound until maturity.

The portfolio of properties that lend on is very dynamic. As of today, I only have one loan older than 150 days. I have many borrowers that I work with over and over with, much like John Ray. I have as many as 15 borrowers that have borrowed over a million dollars from me at 100k a house.

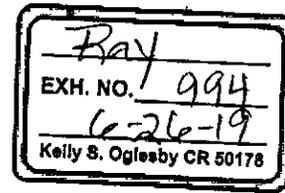
Please read through it and give me a call, I'd like to meet with you and answer any of your questions.

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 dcmoney@yahoo.com

CH_EstateSDT_000012



**United States Bankruptcy Court
District of Arizona**

In re John Francis Ray
Debtor

Case No. 2:12-bk-21657

Chapter 13

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	347,000.00		
B - Personal Property	Yes	4	255,003.38		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	2		1,474,380.95	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		172,518.43	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	5		3,169,584.63	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	2			
I - Current Income of Individual Debtor(s)	Yes	1			89,952.37
J - Current Expenditures of Individual Debtor(s)	Yes	2			73,358.91
Total Number of Sheets of ALL Schedules		21			
			Total Assets	602,003.38	
			Total Liabilities	4,816,484.01	

**United States Bankruptcy Court
District of Arizona**

In re John Francis Ray
Debtor

Case No. 2:12-bk-21657

Chapter 13

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	172,518.43
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	10,037.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	182,555.43

State the following:

Average Income (from Schedule I, Line 16)	89,952.37
Average Expenses (from Schedule J, Line 18)	73,358.91
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11, OR, Form 22C Line 20)	27,126.71

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		615,371.95
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	172,518.43	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		0.00
4. Total from Schedule F		3,169,584.63
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		3,784,956.58

In re John Francis Ray

Case No. 2:12-bk-21657

Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
9202 E. Via De Vaquero Drive, Scottsdale, AZ 85255 (surrendering)	Fee simple	-	272,000.00	1,013,500.00
Property: Las Palomas, Cabrillo Bldg 7 #1203, Rocky Point, Mexico (surrendering)	Fee simple	-	75,000.00	215,480.51

Sub-Total > **347,000.00** (Total of this page)

Total > **347,000.00**

0 continuation sheets attached to the Schedule of Real Property

(Report also on Summary of Schedules)

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In re John Francis Ray

Case No 2:12-bk-21657

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petitioner is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Bank of America Checking Account # 9148	-	59.07
		Wells Fargo Checking Account #6344	-	0.13
		Wells Fargo Savings Account #1165	-	68.18
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		TV, stove, refrigerator, dresser, beds	-	2,500.00
		Non-exempt: TVs, stereo receivers, speakers, DVD players, acoustic guitar, laptops, dishwasher, microwave, lamps, freezer, armoire, nightstand, mirror	-	2,000.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		Wearing Apparel	-	2,000.00
7. Furs and jewelry.		Watches, bracelets, necklace	-	1,500.00
8. Firearms and sports, photographic, and other hobby equipment.		Golf Clubs	-	700.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities Itemize and name each issuer.	X			
Sub-Total >				8,827.38
(Total of this page)				

3 continuation sheets attached to the Schedule of Personal Property

In re **John Francis Ray**

Case No. **2:12-bk-21657**

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		AIA Holdings, LLC (-\$4,519,599.51) liabilities exceed assets	-	0.00
		Zaxon Properties, LLC (-\$51,786.11) liabilities exceed assets	-	0.00
		Arizona Investors Alliance, LLC (-\$1,035,563.10) liabilities exceed assets	-	0.00
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.		Discovery Talent Services, LLC	-	72,000.00
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			

Sub-Total > **72,000.00**
(Total of this page)

Sheet 1 of 3 continuation sheets attached to the Schedule of Personal Property

In re John Francis RayCase No. 2:12-bk-21657Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2011 BMW 750Li; Mileage 28,568	-	56,107.00
		2010 BMW 650i; Mileage 35,747	-	43,433.00
		2008 Land Rover; Mileage 56,892	-	32,285.00
		2010 Cadillac Escalade; Mileage 36,811 Vehicle used by third party Jace Johnson	-	42,351.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			

Sub-Total > **174,176.00**
(Total of this page)

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

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Best Case Bankruptcy

In re John Francis Ray
Debtor

Case No. 2:12-bk-21657

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > **0.00**
(Total of this page)
Total > **255,003.38**

Sheet 3 of 3 continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

Case 2:12-bk-21657-BKM Doc 20 Filed 10/26/12 Entered 10/26/12 16:19:28 Desc

In re John Francis Ray
Debtor

Case No. 2:12-bk-21657

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:

- (Check one box)
 11 U.S.C. §522(b)(2)
 11 U.S.C. §522(b)(3)

Check if debtor claims a homestead exemption that exceeds \$146,450. (Amount subject to adjustment on 4/1/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Checking, Savings, or Other Financial Accounts, Certificates of Deposit			
Wells Fargo Savings Account #1165	Ariz. Rev. Stat. § 33-1126A9	68.18	68.18
Household Goods and Furnishings			
TV, stove, refrigerator, dresser, beds	Ariz. Rev. Stat. § 33-1123	2,500.00	2,500.00
Wearing Apparel			
Wearing Apparel	Ariz. Rev. Stat. § 33-1125(1)	500.00	2,000.00
Accounts Receivable			
Discovery Talent Services, LLC	Ariz. Rev. Stat. § 33-1131(B)	75%	72,000.00

Total **57,068.18** **76,568.18**

In re John Francis Ray

Case No. 2:12-bk-21657

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R H W J C	Husband, Wife, Joint, or Community			C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN							
Account No. Bank of America Mortgage 475 Crosspoint Parkway NY2-001-02-14 Getzville, NY 14068	X								
		Opened 2/01/07 Last Active 10/26/11							
		HELOC							
		9202 E. Via De Vaquero Drive, Scottsdale, AZ 85255 (surrendering)							
		Value \$ 544,000.00					129,500.00	129,500.00	
Account No. Bmw Financial Services Attn: Bankruptcy Department 5550 Britton Pkwy Hilliard, OH 43026	-								
		Opened 9/26/10 Last Active 7/16/12							
		Automobile							
		2011 BMW 750Li; Mileage 28,568							
		Value \$ 56,107.00					90,554.00	34,447.00	
Account No. Bmw Financial Services Attn: Bankruptcy Department 5550 Britton Pkwy Hilliard, OH 43026	-								
		Opened 3/03/11 Last Active 7/16/12							
		Automobile							
		2010 BMW 650i; Mileage 35,747							
		Value \$ 43,433.00					82,594.00	39,161.00	
Account No. Chase Manhattan Attn: Bankruptcy Research Dept 3415 Vision Dr., Mail Code Oh4-7302 Columbus, OH 43219	-								
		Opened 7/01/10 Last Active 7/09/12							
		Automobile							
		2008 Land Rover; Mileage 56,892							
		Value \$ 32,285.00					39,068.44	6,783.44	
Subtotal (Total of this page)							341,716.44	209,891.44	

1 continuation sheets attached

In re John Francis Ray

Case No. 2:12-bk-21657

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R R H W J C	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY	
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN							
Account No.	X	10/2011							
International Bank 1801 S. 2nd Street PO Box 1700 McAllen, TX 78505-1700		Loan Property: Las Palomas, Cabrillo Bldg 7 #1203, Rocky Point, Mexico (surrendering)							
		Value \$	150,000.00						215,480.51
Account No.	X	Mortgage							
Nationstar Mortgage P.O. Box 650783 Dallas, TX 75265		9202 E. Via De Vaquero Drive, Scottsdale, AZ 85255 (surrendering)							
		Value \$	544,000.00	884,000.00	340,000.00				
Account No.		Opened 11/01/10 Last Active 8/13/12							
Pentagon Federal Cr Un Po Box 1400 Alexandria, VA 22313		Automobile 2010 Cadillac Escalade; Mileage 36,811 Vehicle used by third party Jace Johnson							
		Value \$	42,351.00	33,184.00	0.00				
Account No.									
		Value \$							
Account No.									
		Value \$							
Sheet <u>1</u> of <u>1</u> continuation sheets attached to Schedule of Creditors Holding Secured Claims							Subtotal (Total of this page)	1,132,684.51	405,480.51
							Total (Report on Summary of Schedules)	1,474,380.95	615,371.95

In re John Francis RayCase No. 2:12-bk-21657Debtor**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

Domestic support obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

Deposits by individuals

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

In re John Francis Ray
Debtor

Case No. 2:12-bk-21657

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)

Taxes and Certain Other Debts Owed to Governmental Units

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B O R	H W J C Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D A N D C O N S I D E R A T I O N F O R C L A I M	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
								AMOUNT ENTITLED TO PRIORITY
Account No.			2009					
IRS P.O. Box 7346 Philadelphia, PA 19101-7346			Individual Income Tax					0.00
							172,518.43	172,518.43
Account No.								
Account No.								
Account No.								
Account No.								

Sheet 1 of 1 continuation sheets attached to
Schedule of Creditors Holding Unsecured Priority Claims

Subtotal
(Total of this page) **172,518.43** **172,518.43**

Total
(Report on Summary of Schedules) **172,518.43** **172,518.43**

In re John Francis Ray

Case No. 2:12-bk-21657

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H	W				
Account No. Art Koschubs 1640 S. Stapley Drive, Suite 130 Mesa, AZ 85204	X	-			X	X	68,000.00
Account No. Art Koschubs 1640 S. Stapley Drive, Suite 130 Mesa, AZ 85204	X	-			X	X	81,000.00
Account No. Arthur Koschubs 2266 S. Dobson Road Mesa, AZ 85202	X	-			X	X	98,000.00
Account No. 4313071621575435 Bank Of America Po Box 982235 El Paso, TX 79998		-					8,568.52
Subtotal (Total of this page)							255,568.52

4 continuation sheets attached

In re **John Francis Ray**

Case No. **2:12-bk-21657**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H U S B A N D, W I F E, J O I N T, O R C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	
Account No. Bank Of America Attention: Recovery Department 4161 Piedmont Pkwy. Greensboro, NC 27410	-	-	Opened 8/01/99 Last Active 8/20/12 Credit Card				4,668.27	
Account No. Capital One, N.a. Capital One Bank (USA) N.A. Po Box 30285 Salt Lake City, UT 84130	-	-	Opened 11/01/02 Last Active 8/22/12 Credit Card				1,601.00	
Account No. Christopher K. Harury 4505 E. Chandler Blvd. Suite 200 Phoenix, AZ 85048	-	-	Personal Loan				80,000.00	
Account No. Citibank Attn: Centralized Bankruptcy Po Box 20363 Kansas City, MO 64195	-	-	Opened 8/01/07 Last Active 8/31/12 Educational				10,037.00	
Account No. Citibank Usa Citicorp Credit Services/Attn: Centraliz Po Box 20363 Kansas City, MO 64195	-	-	Opened 8/01/11 Last Active 8/22/12 Home Depot Credit Card				7,723.00	
Sheet no. <u>1</u> of <u>4</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	104,029.27

In re John Francis Ray

Case No. 2:12-bk-21657

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	H U S B A N D, W I F E, J O I N T, O R C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. Citibank Usa Citicorp Credit Services/Attn: Centraliz Po Box 20363 Kansas City, MO 64195			Opened 8/01/11 Last Active 8/22/12 Home Depot Credit Card				5,215.00
Account No. Dale Douglas 6791 W. Megan Street Chandler, AZ 85226			Personal Loan				20,000.00
Account No. DC Ranch Home Owners Association 20555 N. Pima Rd Suite 140 Scottsdale, AZ 85255	X		2012 HOA dues for Surrendered Property: 9202 E. Via De Vaquero Drive, Scottsdale, AZ 85255				929.50
Account No. DenSCO Investment Corporation 6132 W. Victoria Place Chandler, AZ 85226	X		9/2007 Potential liability as guarantor for Arizona Investors Alliance, LLC property 220 E. McKinley Street, Tempe, AZ 85281	X	X		225,000.00
Account No. Gary L. Thompson et al. c/o Mitchell & Associates 1850 N Central Ave, Viad Co Center #2030 Phoenix, AZ 85004			10/2006 Promissory Note; CV2011-010634				1,127,659.14
Subtotal (Total of this page)							1,378,803.64

Sheet no. 2 of 4 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re **John Francis Ray**

Case No. **2:12-bk-21657**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above)	C O D E B O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W	J C				
Account No. Indian Flats Investments, LLC PO Box 97235 Phoenix, AZ 85060	X	-					290,000.00
Account No. Las Palomas HOA	X	-					Unknown
Account No. Lindsay Ranch HOA Lepin & Renehan Management PO Box 11330 Tempe, AZ 85284	X	-					Unknown
Account No. Lowe's / MBGA / GEMB Attention: Bankruptcy Department Po Box 103104 Roswell, GA 30076	-						909.00
Account No. Nationstar Mortgage P.O. Box 650783 Dallas, TX 75265	X	-					271,000.00
Subtotal (Total of this page)							561,909.00

Sheet no. **3** of **4** sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

In re John Francis Ray

Case No. 2:12-bk-21657

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					
Account No. Parkway Properties LP Squaw Peak Corp Center - II PO Box 676453 Dallas, TX 75267-6453							
			2012 Potential liability for taxes for Arizona Investors Alliance, LLC	X	X		15,024.20
Account No. Quality Loan Service Corp. 2141 5th Avenue San Diego, CA 92101		X	9/2012 Foreclosed Rental Property: 1143 E. Jasper Drive, Gilbert, AZ 85296 (foreclosed 9/24/2012)				236,250.00
Account No. The Sharman Company, LLC 2403 W. Lone Cactus Drive #147 Phoenix, AZ 85027		X	6/2012 Potential liability as guarantor for Arizona Investors Alliance, LLC property 145 E. Lamar Road, Phoenix, AZ 85012	X	X		475,000.00
Account No. The Sharman Company, LLC 2403 W. Lone Cactus Drive #147 Phoenix, AZ 85027		X	8/2012 Potential liability as guarantor for Arizona Investors Alliance, LLC property 4151 E. Gail Drive, Chandler, AZ 85226	X	X		143,000.00
Account No. Theodore L. Freeman 22611 N. Church Road Scottsdale, AZ 85255		X	8/2012 Potential liability as guarantor for AIA Holdings, LLC property 3234 N. 77th Dr., Phoenix, AZ 85033	X	X		Unknown

Sheet no. 4 of 4 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

Subtotal
(Total of this page)

869,274.20

Total
(Report on Summary of Schedules)

3,169,584.63

In re John Francis Ray

Case No. 2:12-bk-21657

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property State contract number of any government contract.
Discovery Talent Services, LLC Attn: Carl Nicolaou, Vice President 10100 Santa Monica Blvd, Suite 2550 Los Angeles, CA 90067	Participant Agreement & Appearance Release
Parkway Properties, LP Attn: Yesenia Felix PO Box 676453 Dallas, TX 75267-6453	Business Office Lease Agreement (assume)

In re **John Francis Ray**Case No. **2:12-bk-21657**

Debtor

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
AIA Holdings, LLC 7720 N. 16th Street, Suite 370 Phoenix, AZ 85020	Indian Flats Investments, LLC PO Box 97235 Phoenix, AZ 85060
AIA Holdings, LLC 7720 N. 16th Street, Suite 370 Phoenix, AZ 85020	Theodore L. Freeman 22611 N. Church Road Scottsdale, AZ 85255
AIA Holdings, LLC 7720 N. 16th Street, Suite 370 Phoenix, AZ 85020	The Sharman Company, LLC 2403 W. Lone Cactus Drive #147 Phoenix, AZ 85027
AIA Holdings, LLC 7720 N. 16th Street, Suite 370 Phoenix, AZ 85020	The Sharman Company, LLC 2403 W. Lone Cactus Drive #147 Phoenix, AZ 85027
Arizona Investors Alliance, LLC 1006 W. Adams Street Phoenix, AZ 85007	DenSco Investment Corporation 6132 W. Victoria Place Chandler, AZ 85226
Arizona Investors Alliance, LLC 7720 N. 16th Street, Suite 370 Phoenix, AZ 85007	Art Koschubs 1640 S. Stapley Drive, Suite 130 Mesa, AZ 85204
Arizona Investors Alliance, LLC 7720 N. 16th Street, Suite 370 Phoenix, AZ 85007	Art Koschubs 1640 S. Stapley Drive, Suite 130 Mesa, AZ 85204
Arizona Investors Alliance, LLC 7720 N. 16th Street, Suite 370 Phoenix, AZ 85007	Arthur Koschubs 2266 S. Dobson Road Mesa, AZ 85202
Gloria Sanchez Does not have her address/480-241-1268	Bank of America Mortgage 475 Crosspoint Parkway NY2-001-02-14 Getzville, NY 14068
Gloria Sanchez	Nationstar Mortgage P.O. Box 650783 Dallas, TX 75265
Gloria Sanchez	DC Ranch Home Owners Association 20555 N. Pima Rd Suite 140 Scottsdale, AZ 85255

In re John Francis RayCase No. 2:12-bk-21657Debtor

SCHEDULE H - CODEBTORS
(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Gloria Sanchez	International Bank 1801 S. 2nd Street PO Box 1700 McAllen, TX 78505-1700
Gloria Sanchez	Las Palomas HOA
Gloria Sanchez	Nationstar Mortgage P.O. Box 650783 Dallas, TX 75265
Gloria Sanchez	Quality Loan Service Corp. 2141 5th Avenue San Diego, CA 92101
Gloria Sanchez	Lindsay Ranch HOA Lepin & Renehan Management PO Box 11330 Tempe, AZ 85284

Sheet 1 of 1 continuation sheets attached to the Schedule of Codebtors

Case 2:12-bk-21657-BKM Doc 20 Filed 10/26/12 Entered 10/26/12 16:19:28

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Desc
Best Case Bankruptcy

B6I (Official Form 6I) (12/07)
 In re **John Francis Ray**

Case No. **2:12-bk-21657**

Debtor(s)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status: Single	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S) unemployed partner Son	AGE(S) - 3
Employment:	DEBTOR	SPOUSE
Occupation		
Name of Employer	Self Employed	
How long employed		
Address of Employer		

INCOME: (Estimate of average or projected monthly income at time case filed)

	DEBTOR	SPOUSE
1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)	\$ <u>0.00</u>	\$ <u>N/A</u>
2. Estimate monthly overtime	\$ <u>0.00</u>	\$ <u>N/A</u>
3. SUBTOTAL	\$ <u>0.00</u>	\$ <u>N/A</u>
4. LESS PAYROLL DEDUCTIONS		
a. Payroll taxes and social security	\$ <u>0.00</u>	\$ <u>N/A</u>
b. Insurance	\$ <u>0.00</u>	\$ <u>N/A</u>
c. Union dues	\$ <u>0.00</u>	\$ <u>N/A</u>
d. Other (Specify): _____	\$ <u>0.00</u>	\$ <u>N/A</u>
5. SUBTOTAL OF PAYROLL DEDUCTIONS	\$ <u>0.00</u>	\$ <u>N/A</u>
6. TOTAL NET MONTHLY TAKE HOME PAY	\$ <u>0.00</u>	\$ <u>N/A</u>
7. Regular income from operation of business or profession or farm (Attach detailed statement)	\$ <u>89,952.37</u>	\$ <u>N/A</u>
8. Income from real property	\$ <u>0.00</u>	\$ <u>N/A</u>
9. Interest and dividends	\$ <u>0.00</u>	\$ <u>N/A</u>
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above	\$ <u>0.00</u>	\$ <u>N/A</u>
11. Social security or government assistance (Specify): _____	\$ <u>0.00</u>	\$ <u>N/A</u>
12. Pension or retirement income	\$ <u>0.00</u>	\$ <u>N/A</u>
13. Other monthly income (Specify): _____	\$ <u>0.00</u>	\$ <u>N/A</u>
14. SUBTOTAL OF LINES 7 THROUGH 13	\$ <u>89,952.37</u>	\$ <u>N/A</u>
15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)	\$ <u>89,952.37</u>	\$ <u>N/A</u>
16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)	\$ <u>89,952.37</u>	

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

B6J (Official Form 6J) (12/07)

In re John Francis RayCase No. 2:12-bk-21657

Debtor(s)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)
Detailed Expense Attachment

Other Utility Expenditures:

<u>Gas</u>	\$	<u>75.00</u>
<u>Phone & Internet</u>	\$	<u>250.00</u>
<u>Total Other Utility Expenditures</u>	\$	<u>325.00</u>

Other Expenditures:

<u>Educational Expenses for Dependent</u>	\$	<u>1,100.00</u>
<u>IRS installment agreement 2009</u>	\$	<u>2,650.00</u>
<u>Miscellaneous</u>	\$	<u>120.00</u>
<u>Total Other Expenditures</u>	\$	<u>3,870.00</u>

United States Bankruptcy Court
District of Arizona

In re John Francis Ray
 Debtor(s)

Case No. 2:12-bk-21657
 Chapter 13

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 23 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

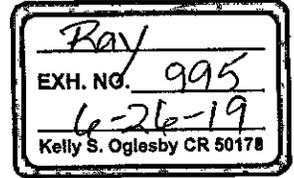
Date October 26, 2012

Signature /s/ John Francis Ray
John Francis Ray
 Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
 18 U.S.C. §§ 152 and 3571.

Message

From: Dcmoney [dcmoney@yahoo.com]
Sent: 4/23/2015 1:51:34 PM
To: SMena98754@aol.com
Subject: Re: this afternoon



It will be no prob!

I will not co sign!

On Apr 23, 2015, at 12:59 PM, SMena98754@aol.com wrote:

Ok that's fine. I have a 5 PM Appointment so as long as It is before that.

I am trying to get John Ray Approved for a Car! HA HA

In a message dated 4/23/2015 12:57:44 P.M. US Mountain Standard Time, dcmoney@yahoo.com writes:

i am leaving for a
dermatology appointment, i'll let you
kno wwhen i'm back.

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