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When recorded send to:

Pinal County Housing and Community Development
970 N. Eleven Mile Corner Road
Casa Grande, AZ 85194

DEED OF TRUST

Effective Date June 12, 2013	County and State Where Real Property is located: Pinal County, Arizona
Trustor: Traci R. Weahkee, A Married Woman as Sole and Separate Property 383 E. Settlers Trail Casa Grande, AZ 85122	Beneficiary: Pinal County Housing & Community Development 970 N. Eleven Mile Corner Road Casa Grande, AZ 85194
Trustee: Pinal County Housing & Community Development 970 N. Eleven Mile Corner Road Casa Grande, Az 85194	Obligation Secured: Amount: \$29,700.00 Promissory Note: June 12, 2013 Traci R. Weahkee
Subject Real Property: 1741 N. Agave Street Casa Grande, AZ 85122	Subject Real Property: LOT 20 OF HIGHLAND MANOR UNIT 1 AMENDED, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN CABINET D, SLIDE 99, AND AMENDED BY PLAT RECORDED IN CABINET D.

- 1. Conveyance.** Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, the Subject Real Property, subject to covenants, conditions, restrictions, rights of way and easements of record, to be held as security for the payment by Trustor as set forth in this Deed of Trust.
- 2. Appurtenances.** Trustor grants, together with the Subject Real Property, all buildings and improvements now or hereafter erected thereon, and all fixtures attached to or used in connection with the Subject Real Property (including, without limiting the generality of the foregoing, all ventilating, heating, air conditioning, refrigeration, plumbing and lighting fixtures), together with all leases, rents, issues, profits or income therefrom (hereinafter "Property Income"), subject, however, to the right, power and authority hereinafter given to Beneficiary to collect and apply such property income.
- 3. Taxes and Assessments and Trust Expenses.** Trustor shall pay before delinquent all taxes and assessments affecting the Subject Real Property or any part thereof, which appear to be prior or superior hereto all cost, fees and expenses of this trust and all lawful charges, costs and expenses of any reinstatement of this Deed of Trust following default.
- 4. Fire Insurance.** Trustor shall, at Trustor's expense, maintain in force fire and extended coverage insurance in any amount of not less than the full replacement value of any buildings which may exist on the Subject Real Property with loss payable to Beneficiary. Trustor shall provide fire insurance protection on his furniture, fixtures and other personal property on the Subject Real Property in an amount equal to the full insurable value thereof, and promises that any insurance coverage in this regard will contain a waiver of the insurer's right of the subrogation against Beneficiary.
- 5. Liability Insurance.** In addition to the casualty insurance required under the Loan Agreement during the course of construction, Borrower shall keep comprehensive general liability for the Property in a form and coverage consistent with the provisions of the Loan Agreement and reasonably approved by Lender.

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6. Processing of Insurance Policies. Trustor shall promptly deliver to Beneficiary the originals or true and exact copies of all insurance policies required by this Deed of Trust. Trustor shall not do or omit to do any act which will in any way impair or invalidate any insurance policy required by this Deed of Trust. All insurance policies shall contain a written obligation of the insurer to notify Beneficiary in writing at least 10 days prior to any cancellation thereof.

7. Indemnification of Trustee and Beneficiary. Trustor shall hold Trustee and Beneficiary harmless from and indemnify them for any and all claims raised by any third party against Trustee or Beneficiary resulting from their interests hereunder or the acts of Trustor. Such indemnification shall include reasonable attorney's fees and costs, including cost of evidence of title.

8. Right Beneficiary or Trustee to Pay Obligations of Trustor. If Trustor fails or refuses to pay any sums due to be paid by it under the provisions of this Deed of Trust, or fails or refuses to take any action as herein provided, then Beneficiary or Trustee shall have the right to pay any such sum due to be paid by Trustor and to perform any act necessary. The amount of such sums paid by Beneficiary or Trustee for the account of Trustor and the cost of any such action, together with interest thereon at the maximum legal contractual rate per annum, from the date of payment until the satisfaction, shall be added to the Obligation Secured. The payment of Beneficiary or Trustee of any such sums or the performance of any such action shall be prima facie evidence of the necessity therefore.

9. Condemnation. Any award of damages in connection with any condemnation or injury to any of the Subject Real Property by reason of public use or for damages for private trespass or injury thereto, are assigned in full and shall be paid to Beneficiary, who shall apply them to payment of the principal of the Obligation Secured, the interest thereon, and any other charges or amounts secured hereby in such manner as Beneficiary may elect. Any remaining balance shall be paid to Trustor. Beneficiary may, at Beneficiary's option, appeal from any such award in the name of Trustor. Unless Trustor and Beneficiary otherwise agree in writing, any application of such proceeds to principal shall not extend or postpone the due dates of any installment payments of the Obligation Secured or change the amount of such payments.

10. Care of Property. Trustor shall take reasonable care of the Subject Real Property and the buildings thereon and shall maintain them in good repair and condition as at the original date of this Deed of Trust, ordinary depreciation excepted. Trustor shall commit or permit no waste and do no act which will unduly impair or depreciate the value of the Subject Real Property as required, the Beneficiary or Trustee, at their option, may make necessary repairs and add the cost thereof to the Obligation Secured. Trustor shall purchase and use on the Subject Real Property the amount of water to which it is or shall be entitled and shall not abandon any water rights, power rights or any rights of whatever nature which are appurtenant to the Subject Real Property. The undersigned also promises to maintain the property in good condition and free of any environmental hazards (e.g. trash, junk cars, etc.) for each year of owner occupancy until such time as the full amount of principal has been credited.

11. Right to Inspect Subject Real Property. At all convenient and reasonable times, upon prior notice to Trustor, Beneficiary or Trustee shall have the rights and license to go on and into the Subject Real Property to inspect it in order to determine whether the provisions of the Deed of Trust are being kept and performed.

12. Acceleration. In the event of default by Trustor, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to trustee of written notice setting forth the nature thereof and of election to cause the Subject Real Property to be sold under this Deed of Trust. Amount due Beneficiary will not exceed current market value less closing costs upon resale or noncompliance with any terms of the deed of trust during the affordability period (ten year). Beneficiary shall also deposit with Trustee all documents evidencing the Obligation Secured and any expenditure secured hereby.

13. Event of Default/Noncompliance. Each of the following shall be considered an event of default of the Deed of Trust:

- a. The failure of Trustor to perform any duty required by this Deed of Trust or maintain as primary residence.
- c. The sale or attempted sale of Subject Real Property by Trustor without consent of Beneficiary;
- d. The removal or attempted removal by Trustor of any property included in the Subject Real Property without consent of Beneficiary;
- e. Abandonment of the Subject Real Property by Trustor;
- f. The filing, execution or occurrence of:
 - (1) A petition in bankruptcy by or against Trustor;

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- (2) A petition or answer seeking a reorganization, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.
- (3) Adjunction of Trustor as a bankrupt or insolvent or insolvency in the bankruptcy equity sense.
- (4) An assignment by Trustor for the benefit of creditors, whether by trust, mortgage or otherwise,
- (5) A petition or other proceedings by or against Trustor for the appointment of a trustee, receiver, guardian, conservator or liquidator of Trustor with respect to all or substantially all of its property;
- (6) Trustor's dissolution or liquidation, or the taking of possession of Trustor's property by any governmental authority in connection with dissolution or liquidation.

g. A determination by Beneficiary that the security of the Deed of Trust is inadequate or in danger of being impaired or threatened from any cause whatsoever.

14. Trustee's Sale. Upon receipt of Beneficiary's notice of election to cause the Subject of Real Property to be sold. Trustee shall, in accordance with all provisions of law, give notice of Trustee's sale and, after the lapse of the required amount of time, sell the Subject Real Property at public auction, at the time and place specified in the Notice of Trustee's Sale, to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Any persons, including Trustor, Trustee or Beneficiary may purchase at the Trustee's Sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for sale. Upon sale, Trustee shall deliver to the purchaser a Trustee's Deed conveying the Subject Real Property, but without any covenant or warranty, expressed or implied.

15. Proceeds of Trustee's Sale. After deducting all costs, fees and expenses of Trustee and of this trust, including the cost of evidence of title in connection with the sale and reasonable attorney' fees, 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 the remainder, if any, to the persons legally entitled thereto or as provided by **ARS §33-812**.

16. Defaults on Prior Encumbrances. If there are mortgages upon the Subject Real Property or other encumbrances which are prior in time or prior in right, then Trustor promises to comply with the terms of these prior mortgages or encumbrances. If Trustor fails to comply with such terms and defaults on these mortgages or obligations, such default shall also be considered a default of this Deed of Trust, and Trustee or Beneficiary herein may advance the monies necessary to remedy such defaults, and, if it does, such monies shall be added to the Obligation Secured and shall bear the maximum contractual legal rate of interest from the date monies are tendered. Beneficiary may also proceed on this default by exercising the same remedies it has on this Deed of Trust.

17. Deficiency Judgment. Beneficiary shall not be entitled to a deficiency judgment against Trustor if the Trustee's sale yields an amount insufficient to fully satisfy Trustor's obligation hereunder. **ARS §33-814**.

18. Foreclosure and Other Remedies. In lieu of sale pursuant to the power of sale conferred hereby, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Beneficiary shall also have all other rights and remedies available hereunder and at law or in equity. All rights and remedies shall be cumulative.

19. Subsequent Effects. In the event of foreclosure, or a deed in lieu of foreclosure of the First Mortgage, any provision herein or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property, shall automatically have no further force or effect on subsequent owners or purchasers of the Property. Any Person, including his successors and assigns, (other than the Borrower or related entity or person to the Borrower) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions.

20. Acts of Trustee Affecting Subject Real Property. At any time, without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Obligation Secured for endorsement, Trustee may, without liability, release and re-convey all or any part of the Subject of Real Property; consent to the making and recording, or either; of any map or plat of all or any part of the Subject Real Property; join in granting any easement thereon; join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance or charge hereof. Any such action by Trustee may be taken without affecting the personal liability of any person for payment of the indebtedness secured hereby, without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof the property affected by Trustee's action be credited on the indebtedness.

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21. Satisfaction of the Obligation. If Trustee receives full payment of the Obligation Secured in the amount secured, at the request of Trustor, Trustee shall acknowledge satisfaction of the Deed of Trust by recording and delivering to Trustor a Satisfaction or Release of Realty Deed of Trust, **ARS §33-712**.

22. Notices. Copies of all notices and communication concerning this Deed of Trust shall be mailed to the parties at the addresses specified in this Deed of Trust, and any change of address shall be communicated to the other party in writing. Any documents which may adversely affect the rights of any party to this Deed of Trust shall be dispatched by Certified Mail, Return Receipt Requested.

23. Heading. The marginal or topical headings of the provisions herein are for convenience only and do not define, limit or construe the contents of these provisions.

24. Interpretation. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural and vice versa.

25. Applicable Law. This Deed of Trust shall be subject to and governed by the laws of the State of Arizona, in particular the provisions of **ARS Title 33, chapter 6.1**, regardless of the fact that one or more parties is now or may become a resident of a different state.

26. Waiver. Any waiver by either party or a breach of any provision of this Deed of Trust shall not operate or be construed as a waiver of any subsequent breach hereof.

27. Succession of Benefits. The provisions of this Deed of Trust shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, conservators and permitted assigns.

28. Successor Trustee. Beneficiary may appoint a Successor Trustee in the manner prescribed by law. A Successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all predecessors' title, estate, rights, powers and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

29. Entire Agreement. The terms of this Deed of Trust and this attached Addendum executed this date constitutes the entire agreement among the parties, and the parties represent that there are no collateral or side agreements no otherwise provided for within the terms of this Deed of Trust.

30. Time of Essence. Time is of the essence in this Deed of Trust and every term, condition, covenant and provision hereof.

31. Modification. No other modification of this deed of Trust shall be binding unless evidenced by an agreement in writing and signed by all parties.

32. Partial Invalidity. If any provision of this Deed of Trust is held to be invalid or unenforceable, all the remaining provisions shall nevertheless continue in full force and effect.

33. In the event all or any part of the property or any interest in it is sold, conveyed, or encumbered, all obligations secured by the Deed shall become due and payable immediately upon notice to the Trustee by the Beneficiary.

34. The Trustor, indemnifies the Beneficiary and Trustee against any liability for the violation by the Trustor or its affiliates of any Federal or State Statute, law or regulation dealing with environment. The Trustor warrants that he will comply with those laws or regulations. The Trustor warrants the mortgaged property does not contain any hazardous substance and indemnifies the Beneficiary and the Trustee as to any liability for hazardous waste disposal or cleanup. The warrant and indemnification shall survive any foreclosure of the Deed of Trust or the acceptance of a Deed in Lieu of Foreclosure. Trustor shall promptly notify the Beneficiary and the Trustee of any suspected or alleged environmental violations during the term of this loan.

35. Affordability Period. The Note secured by this Deed of Trust has a ten year affordability period with a maturity date of June 12, 2023. When all conditions of note and deed are met, the note will be forgiven on the maturity date.

