

Office of the Attorney General  
400 West Congress, Suite S-315  
Tucson, Arizona 85701-1340  
(520) 628-6504  
(520) 628-6532 - Fax  
Barbara Marvel - Legal Assistant

05/01/07

Dear Ms. Marvel,

Attached are documents concerning Real-Estate Lending Practices in the State of Arizona. The documents concern the practices of the Tucson Mortgage Company, The TICOR Title Agency and Fidelity National Title.

The president of the Tucson Mortgage Company is Bill Anastopoulos. This 'loan' was arranged by Magdi Nafeh of Tucson, Mortgage (520) 722-2500 ext 239; Cindy Rivera of TICOR Title Agency of Arizona - 6245 East Broadway, Suite 200, Tucson, Arizona 85711-4091; (520) 747-7373; (520) 790-9629 Fax - created all of the documentation. Fidelity National Title (520) 751-2971; (520) 290-3886 Fax, is located at 7750 E. Broadway, #200, 85710.

Currently, the Attorney General Terry Goddard has great focus on the Real-Estate situation in Arizona which includes innumerable cases of foreclosure. Therefore it is **critical** that these documents get directly to Mr. Goddard as quickly as possible.

I might suggest the Attorney General's Office investigate the business practices of these organizations.

Sincerely,

B.Noel Myrick  
8487 E. Agape Dr.  
Tucson, Arizona 85715-5440  
nmyrick@mindspring.com

note: These same documents - or similar ones - might very well be used nation-wide.

cc: Janet Napolitano - Governor of Arizona  
Paula Aboud - District 28 Senator  
David Bradley - District 28 Representative  
Steve Farley - District 28 Representative

## Noel Myrick

**From:** "Magdi Nafeh" <mnafeh@tucsonmortgage.com>  
**To:** <nmyrick@mindspring.com>  
**Cc:** "Bill Anastopoulos" <bill@anastopoulos.com>; "Magdi Nafeh" <mnafeh@tucsonmortgage.com>  
**Sent:** Thursday, March 16, 2006 9:37 AM  
**Subject:** 04 - Myrick Development Loan (2).doc

### Lender's Instructions to Escrow

**To:** Fidelity National Title  
Barbi Stewart  
7750 E Broadway # 200  
Tucson, AZ 85710  
(520) 751-2971 Fax: (520) 290-3886  
Email: sbustamante@fnf.com & BASTewart@fnf.com

**From:** Magdi Nafeh  
Tucson Mortgage Company  
1660 E. River Road  
Tucson, AZ 85718  
(520) 722-2500 ext 239; (520) 722-5657  
(520) 918-8411  
Email: mnafeh@tucsonmortgage.com

### Funding Instructions

**Escrow # 500 ?????? BAS** This said loan is a Private Placement of Tucson Mortgage Company LLC.  
Once loan Documents are signed funding and Recordation will occur when funds are received and cleared by Fidelity National Title.

**Date:** March 16 2006

**Estimated Date  
Of Closing:** March 25 2006

**Borrower:** BURDELL NOEL MYRICK  
8487 E. AGAPE DRIVE  
TUCSON ARIZONA 85715-5440

**Property:** 8487 E. AGAPE DRIVE

**Loan Amount:** \$14,000

**Interest Rate:** 18.00 Percent Per Annum placed in Escrow

**Terms** 1 Year Interest Only with a "Due on Sale Clause" TERM

**Payments:** Interest Only Payments of \$ 95  
**Late Fee:** Ten days After the Monthly Due Date There will be a 55.00 per day late fee.

**Default:** Escrow/Account Servicing is not instructed to accept any payment that does not fully pay all  
accrued interest and late fees that are due.

**Prepay Penalty:** After 365 days of Interest, There is no  
Penalty

**Fees:** Title is to charge \$ 800 for origination to Tucson Mortgage co. \$1000

**Collection** Processing to Tucson Mortgage Company \$500  
Collection agent will be Fidelity Title. All fees associated with said loan will be paid by Borrower

**Title Requirements:** Fidelity National Title is to cause and furnish a ALTA Lender's Title Policy in 2<sup>st</sup> position on the subject property to be paid at Borrower's expense. Borrower is also to pay all escrow fees, account setup fees, monthly servicing fees, recording including reassignment ESCROW, bring down endorsement, and other.

Fidelity National Title will cause to be furnished to Lender:

4/17/2006

**FIDELITY NATIONAL TITLE AGENCY, INC.**  
**7764 E. Broadway #222**  
**Tucson AZ 85732-2848**  
**(520) 290-3860**

**ACCOUNT SERVICING AGREEMENT**

DATE: 20th day of April, 2006

ACCOUNT NO.:

Escrow # 70102665CR

**PAYORS:**

**Burdell N. Myrick**  
**8487 E Agape Drive**  
**Tucson, AZ 85715**  
SSN: \_\_\_\_\_

**PAYEES:**

**Tucson Mortgage Company L.L.C.**  
**1660 E. River Rd. #150**  
**Tucson, Arizona 85718**

**Will Assign out**

SSN:

The parties hereto, both Payee and Payor, hereby employ and appoint **FIDELITY NATIONAL TITLE AGENCY, INC.**, hereinafter called "Account Servicing Agent", to act as servicing agent for the purpose of holding documents for future delivery; to receive, process and remit payments; and to otherwise perform as subsequently directed, in writing, by Payee and Payor, within the provisions of the documents deposited with Account Servicing Agent.

The parties hereby agree to deposit with Account Servicing Agent, all documents necessary to enable Account Servicing Agent to establish and service the account.

**FIDELITY NATIONAL TITLE AGENCY, INC.**, is not responsible for documents deposited unless loss is caused by gross negligence.

Account Servicing fees shall be payable on a prorata basis in addition to regularly scheduled payments. The standard Account Servicing fees shall be payable in amounts as determined by Account Servicing Agent's schedule of fees in effect at the time of payment, and payable as follows:

☒ **ALL BY PAYEE**

**HALF BY PAYEE & HALF BY PAYOR**

**ALL BY PAYOR**

**( ) OTHER, EXPLAIN:**

Any changes in manner of payment or disbursements will be subject to customary additional fees. **Close out/Termination fees will be charged.**

**ALL FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE IN  
ACCORDANCE WITH COSTS OF OPERATION FOR SERVICES RENDERED  
AND PUBLISHED SCHEDULES.**

**FOR IMPOUND ACCOUNTS ONLY**

**TAX INFORMATION**

Tax Code:

Taxes paid to:

Next due:

Amount of last available tax bill \$ \_\_\_\_\_ for the year \_\_\_\_\_

**INSURANCE INFORMATION**

Company:

**FOR ACCOUNTS THAT INVOLVE PASS THRU ACCOUNT AND/OR WRAPS**

The parties are aware that the total monthly payment is subject to change due to impounds for taxes and/or insurance. It shall be the responsibility of the ☒ Payor ☐ Payee to notify the **FIDELITY NATIONAL TITLE AGENCY, INC.** Account Servicing Department of any change in the monthly payment due \_\_\_\_\_ so that the **FIDELITY NATIONAL TITLE AGENCY, INC.** Account Servicing Department can adjust the total monthly payment accordingly.

**BEGINNING PRINCIPAL BALANCE: \$ 124,092.87**

**Beneficial P.O. Box 4153-K Carol Stream, IL 60197-4153**  
**loan # 021707-00-636401-7**

**INTEREST PAID TO: 9th day of April, 2006**

**FIRST PAYMENT DUE DATE: May 9<sup>th</sup> paid in Escrow, first payment under note due 1st day of June, 2006**

**CONCURRENT PAYMENTS REQUIRED ☒ YES ☐ NO STOP DATE:**

**TOTAL PAYMENT DUE FROM PAYOR:**

\$ 210.00

\$

\$ 712.00

\$ 20.00

Principal & interest

Taxes and Insurance

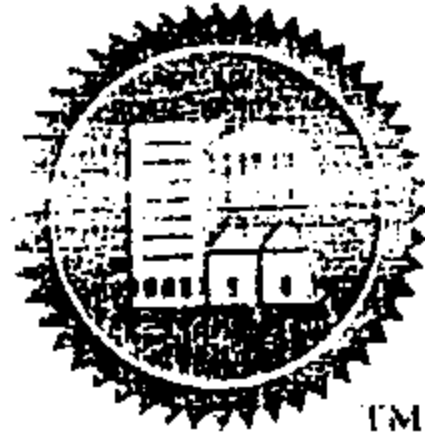
Pass thru to: Beneficial

Service fee

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\$ 942.00

**TOTAL PAYMENT**



Fidelity National Title  
Agency, Inc.

7756 E. Broadway Blvd., Suite 200  
Tucson, Arizona 85710-3903  
(520) 290-3860 • (800) 259-3698 • FAX (520) 290-2392

June 15, 2006

BURDELL N. MYRICK  
8487 E. AGAPE DRIVE  
TUCSON, AZ 85715

RE: Account #000-27669-0 MYRICK/TUCSON MORTGAGE

Dear Client:

Welcome to Fidelity National Title Agency, Inc. A new account has been established on your behalf under the above referenced number.

A set of coupons is being forwarded under separate cover and should reach you shortly. In the event you do not receive your coupons in time to make your first payment, please give us a call.

Unfortunately, we can only accept cash up to \$100.00 and only at the main office. However, for your convenience, you can make your payments in the form of a check, money order, cashier's check at any of our branch locations. Please bear in mind that payments are credited and disbursed more quickly when received through the mail.

Fidelity Title is required to include the purchaser's Tax Identification Number on annual reports to the Internal Revenue Service. If you have not already done so, please supply Fidelity Title with this information. For your convenience, a form will be included with your set of coupons for this purpose.

If there is a prior mortgage(s) involved in this account, please be advised that the mortgage company will continue to send correspondence to the person shown as mortgagor on their records. Should you receive correspondence directly from the mortgage company, please forward this information to Fidelity.

We look forward to the opportunity of serving you. Should you have any questions, at any time, please don't hesitate to let us know.

Yours very truly,

FIDELITY NATIONAL TITLE AGENCY, INC.

Account Servicing Dept.

Our Mission Statement:

"Dedicated to serving customers' needs; Committed to industry leadership."

**DOCUMENTS ATTACHED:**

- ☒ Note
- ☒ Deed of Trust  
Release

**Timely payments are not predicated on receipt of coupons by the Payor.** Coupons are merely a courtesy. Payments processed by Account Servicing Agent is excess of the payments then due will be applied first to the payments due and the balance as additional principal, unless otherwise instructed. Account Servicing Agent will accept all prepayments unless the account documents specifically prohibit such prepayments.

**ACCOUNT SERVICING AGENT, AT ITS SOLE OPTION, MAY REQUIRE CASH, CASHIER'S CHECK OR CERTIFIED CHECK FROM PAYOR, OR PRESENT PAYOR'S CHECK FOR PROPER BANK CLEARANCE PRIOR TO ANY REMITTANCE.** Failure of Account Servicing Agent to present any check for bank clearance is not a waiver of Payee's or Payor's obligation to reimburse Account Servicing Agent. Payee agrees to refund any remittance made to Payee or for the benefit of Payor's and Payee's obligations in the event any check is subsequently dishonored. A fee will be assessed for any check returned for non-payment. FIDELITY NATIONAL TITLE AGENCY, INC. shall have a lien on funds and/or real property and authority to reimburse itself for any damages or expenses incurred in accordance with this Agreement.

**ALL PARTIES UNDERSTAND AND AGREE THAT ANY DISBURSEMENT MADE BY THE ACCOUNT SERVICING AGENT OR SUBJECT TO CLEARING OR PAYOR'S CHECK. IN THE EVENT OF A DISHONORED CHECK, ALL PARTIES RELIEVE FIDELITY NATIONAL TITLE AGENCY, INC. OF ALL RESPONSIBILITY AND/OR LIABILITY REGARDING ANY MATTER ARISING FROM DISHONORED CHECKS.**

This company assumes no responsibility or liability by accepting any payments after due date, nor from default of the payments of taxes, insurance renewals, or assessments of any kind against the property involved, nor does this Company assume any responsibility for the enforcement of the terms of payment or other covenants of the obligation or for the procurement or execution of any documents of any kind to which Payor may be

entitled upon completion of payments. Any payments of amount other than those provided for in the note or security instrument are accepted subject to Payee's approval.

Payments to Account Servicing Agent will include Payor's share of standard account service fees and any additional fees or amounts due. Account Servicing Agent may deduct from any installments due Payee, all charges, service fees, advances made and obligations incurred by Account Servicing Agent. Payee and Payor further agree that any service fees not paid by Payor may be deducted from any remittance due Payee and added to the principal balance due and owing by Payor. In the event Payee will not be receiving a remittance, or the remittance is insufficient to cover the account service fee, Payee fee will be payable annually in advance.

This company assumes no responsibility or liability by accepting any payments after due date, nor from default of the payments of taxes, insurance renewals, or assessments of any kind against the property involved, nor does this Company assume any responsibility for the enforcement of the terms of payment or other covenants of the obligation or for the procurement or execution of any documents of any kind to which Payor may be

entitled upon completion of payments. Any payments of amount other than those provided for in the note or security instrument are accepted subject to Payee's approval.

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*Payments reminders shall be sent only upon Payee's request when a specific payment is ten (10) days or more late, and is limited to one (1) payment reminder per month. Any additional service fees, including payment reminder fees, chargeable because of failure of Payor to perform according to the document terms or these Stand Account Servicing Instructions, will be paid or reimbursed to payee by Payor upon demand. Account Servicing Agent shall forward said demand to Payor and request the amount demanded by Payee, together with any service fee to be paid with Payor's next scheduled payment.*

**MODIFICATIONS, AMENDMENTS AND/OR INSTRUCTIONS MUST BE IN WRITING, IN A FORM ACCEPTABLE TO ACCOUNT SERVICING AGENT.**



Change of Payee or Payor on an account will be noted on Account Servicing Agent's records, provided Account Servicing Agent has received adequate instructions regarding the change, and any replacement documents needed by Account Servicing Agent to service the account, together with Account Servicing Agent's fees. Account Servicing Agent's acceptance of an instruction to change account shall not be construed as assurance by Account Servicing Agent as to the effect or validity of any transfer or assignment of Payee's or Payor's interest in any property and/or security instrument.

Account Servicing Agent will provide annually to Payor and Payee a statement reflecting the total interest applied. All remittances shall be in the form of Account Servicing Agent's check and mailed by regular mail, postage paid, to Payee.

The addresses of the parties, as set forth in these Standard Account Servicing Instructions or the last notice of change thereof delivered in writing to Account Servicing Agent by the respective parties, will be used by Account Servicing Agent in mailing any Notice Demand, or Declaration.

**FIDELITY NATIONAL TITLE AGENCY, INC.** is not responsible for procurement, execution or delivery of any documents not specified herein.

**FIDELITY NATIONAL TITLE AGENCY, INC.** is not responsible for any representations made in the negotiations between the parties involved in this transaction.

**FIDELITY NATIONAL TITLE AGENCY, INC.** acts only in the capacity of Account Servicing Agent and shall be liable only for monies actually received for applications to this agreement.

Account Servicing Agent is authorized to deliver the account documents to Payor and/or record the documents to finalize the transaction upon payment in full of the account obligation.

Documents may be withdrawn and account terminated with payment of fees and mutual instructions from Payee and Payor; termination fee will be charged.

Account Servicing Agent at its sole election may resign upon 30 days written notice through regular mail to Payee, Payor and any other party shown by notices deposited in Account Servicing Agent's file, sent to the last address for each party on Account Servicing Agent's records.

Payor and Payee, and each of them, promise to pay promptly, and to indemnify and hold harmless Account Servicing Agent against all costs, damages, attorney fees, expenses and liabilities which, in good faith and without fault on its part, it may incur or sustain in connection with servicing the account and in connection with any court action arising there from, including any interplead action brought by Account Servicing Agent, except as caused by the gross negligence of Account Servicing Agent.

Purchaser and Seller hereby acknowledge that escrow agent deposits all funds into a non-interest bearing account and receives certain credits including but not limited to checks, deposit slips, data processing and account services from various banks as a result of banking relationships



Account Servicing Agent is authorized to deliver the account documents to Payor and/or record the documents to finalize the transaction upon payment in full of the account obligation.

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Payor and Payee, and each of them, promise to pay promptly, and to indemnify and hold harmless Account Servicing Agent against all costs, damages, attorney fees, expenses and liabilities which, in good faith and without fault on its part, it may incur or sustain in connection with servicing the account and in connection with any court action arising there from, including any interplead action brought by Account Servicing Agent, except as caused by the gross negligence of Account Servicing Agent.

Purchaser and Seller hereby acknowledge that escrow agent deposits all funds into a non-interest bearing account and receives certain credits including but not limited to checks, deposit slips, data processing and account services from various banks as a result of banking relationships maintained during the normal course of its escrow and title business. Purchase and Seller waive the right, if any, to such credits, pursuant to Arizona Revised Statutes Section 6-834D. These credits results in lower escrow costs to Purchase and Seller (Payor/Payee).

An impound account may be established with Account Servicing Agent under special Impoundment Account Instructions; otherwise, all tax and/or insurance obligations will be the sole responsibility of the account Payee or Payor.

**DISPOSITIONS OF PROCEEDS:**

\_\_\_\_\_ DEPOSIT PAYEES FUNDS TO:

\_\_\_\_\_ MAIL PAYEES FUNDS TO ADDRESS SHOWN ON FIRST PAGE

Payor and Payee, by signing below, acknowledge and approve the above disbursement instructions.

The title to all future payments and/or proceeds to be paid to Account Servicing Agent shall be held by the Payees indicated herein as follows:

☐ Joint tenants w/right of survivorship    ☐ As Community Property

The title to all future payments and/or proceeds to be paid to Account Servicing shall be biding upon all Payees, Payors, their heirs, executors, administrators, assigns and successors.

\_\_\_\_\_  
Payor **Burdell N. Myrick**

\_\_\_\_\_  
Payor

**Tucson Mortgage Company L.L.C., an Arizona Limited Liability Company**

\_\_\_\_\_  
Payee **William G. Anastopoulos, managing member on behalf of Tucson Mortgage Company L.L.C.**

\_\_\_\_\_  
Payee

## PERSONAL GUARENTEE

Each of the undersigned (individually called a "Guarantor") is executing this Guaranty to induce Tucson Mortgage (LENDER) to make a loan in the amount of \$ 14,000.- (the "Loan") to Burdell Myrick (The "Borrower"). The Loan will be evidenced by a promissory note of the BORROWER (the "Note") and will be secured by a Deed of Trust, Assignment of Rents and Security Agreement (the "Deed of Trust"), dated April 20, 2006 ~~2002~~

(1) Guaranty: Each Guarantor unconditionally guarantees to Lender the full payment and performance of all of the Borrower's present and future indebtedness and obligations under the Note and the Deed of Trust and under all modifications, renewals and extensions of those instruments. All such indebtedness and obligations are referred to in this Guaranty as the "Indebtedness", and will be payable by each Guarantor to LENDER immediately on demand in the event of any default of the BORROWER with respect to the Indebtedness or any part thereof.

(2) Rights of Lender: Each Guarantor authorizes Lender to take and hold any security for the Indebtedness and to accept additional or substituted security, to subordinate, compromise or release any security, to release the BORROWER of its liability for all or any part of the Indebtedness, to release, substitute or add any one or more guarantors or endorsers, and to assign this Guaranty in whole or in part. Lender may take any of the foregoing actions upon any terms and conditions as LENDER may elect, without giving notice to any Guarantor or

*(Signature)*

obtaining the consent of any Guarantor and without affecting the liability of any Guarantor to LENDER.

(3) Independent Obligations: Each Guarantor's obligations under this Guaranty are independent of those of the BORROWER. LENDER may bring a separate action against any one or more Guarantors without first proceeding against the BORROWER or any other person or any security held by Lender and without pursuing any other remedy. LENDER'S rights under this Guaranty will not be exhausted by any action by Lender until all of the indebtedness has been fully paid and performed.

(4) Waivers of Defenses: Each Guarantor waives: (a) all statutes of limitations as a defense to any action brought against any Guarantor by Lender, to the fullest extent permitted by law; (b) any defense based upon any legal disability of the BORROWER or any discharge or limitation of the liability of the BORROWER to LENDER, whether consensual or arising by operation of law or any bankruptcy, insolvency, or debtor-relief proceeding or from any other cause; (c) presentment, demand, protest and notice of any kind; (d) any defense based upon or arising out of any defense which the BORROWER may have to the payment or performance of any part of the Indebtedness; and (e) all rights or subrogation, all rights to enforce any remedy that LENDER may have against the BORROWER, and all rights to participate in any security held by LENDER for the Indebtedness, until the Indebtedness has been paid and performed in full.

(5) Borrower's Financial Condition: Each Guarantor assumes full responsibility for keeping fully informed of the financial condition of the BORROWER and all other circumstances affecting the Borrower's ability to perform its obligations to LENDER, and agrees that LENDER will have no duty

*N. W.*

to report to any Guarantor any information which LENDER receives about the BORROWER'S financial condition or any circumstances bearing on its ability to perform.

(6) Impairment of subrogation Rights: Upon a default of the BORROWER, LENDER may elect to nonjudicially or judicially foreclose against any real or personal property security it holds for the Indebtedness or any part thereof or exercise any other remedy against the BORROWER or any security. No such action by LENDER will release or limit the liability of any Guarantor of the right to collect reimbursement from the BORROWER for any sums paid to LENDER.

(7) Right of Setoff: In addition to all rights of setoff or lien against any moneys, securities or other property of any Guarantor given to LENDER by law, LENDER shall have a right to setoff against all moneys, securities and other property of each Guarantor now or hereafter in the possession of or On deposit with LENDER, whether held in a general or special account or deposit, or for safekeeping or otherwise; and every such right of setoff may be exercised without demand upon or notice to any Guarantor. No right of setoff shall be deemed to have been waived by any act or conduct on the part of LENDER, or by any Neglect to exercise such right of setoff, or by any delay in doing so; and every right of setoff shall continue in full force and effect until specifically waived or released by an instrument in writing executed by LENDER.

(8) Default: LENDER may declare all of the Guarantors in default under this Guaranty if any one or more Guarantors fails to perform any of its obligations under this Guaranty or becomes the subject of any bankruptcy,

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insolvency, arrangement, reorganization, or other debtor-relief proceeding under any federal or state law, whether now existing or hereafter enacted.

(9) Costs and Expenses: Each Guarantor agrees to pay Lender's reasonable out-of-pocket cost and expenses, including but not limited to legal fees and disbursements, incurred in any effort to collect or enforce any of the Indebtedness or this Guaranty, whether or not any lawsuit is filed. Until paid to LENDER, such sums will bear interest at the highest of ten percent (10%) per annum or the interest rate set forth in the Note.

(10) Delay; Cumulative Remedies: No delay or failure by LENDER to exercise any right or remedy against the BORROWER or any Guarantor will be construed as a waiver of that right or remedy. All remedies of LENDER against the BORROWER and each Guarantor are Cumulative.

(11) Miscellaneous: This invalidity or unenforceability of any one or more provisions of this Guaranty will not affect any other provision. This Guaranty will be governed by Arizona law, and may be amended only by a written instrument executed by the Guarantors and LENDER. The obligations of each Guarantor under this Guaranty will be joint and several, The provisions of this Guaranty will bind and benefit the heirs, executors, administrators, legal representatives successors and assigns of each Guarantor and LENDER, Whenever the context requires all Terms used in the singular will be construed in the plural and vice versa, and each gender will include each other gender. The Term "BORROWER" will mean both the named BORROWER and any other person or entity at any time assuming or otherwise becoming Primarily liable on all or any part of the Indebtedness.

*N.W.*

Signature page to personal guarantee

Burdell Noel Myrick

State of Arizona

County of Pima

This instrument was acknowledged before me this 20 day of April ~~2003~~ <sup>2006</sup>

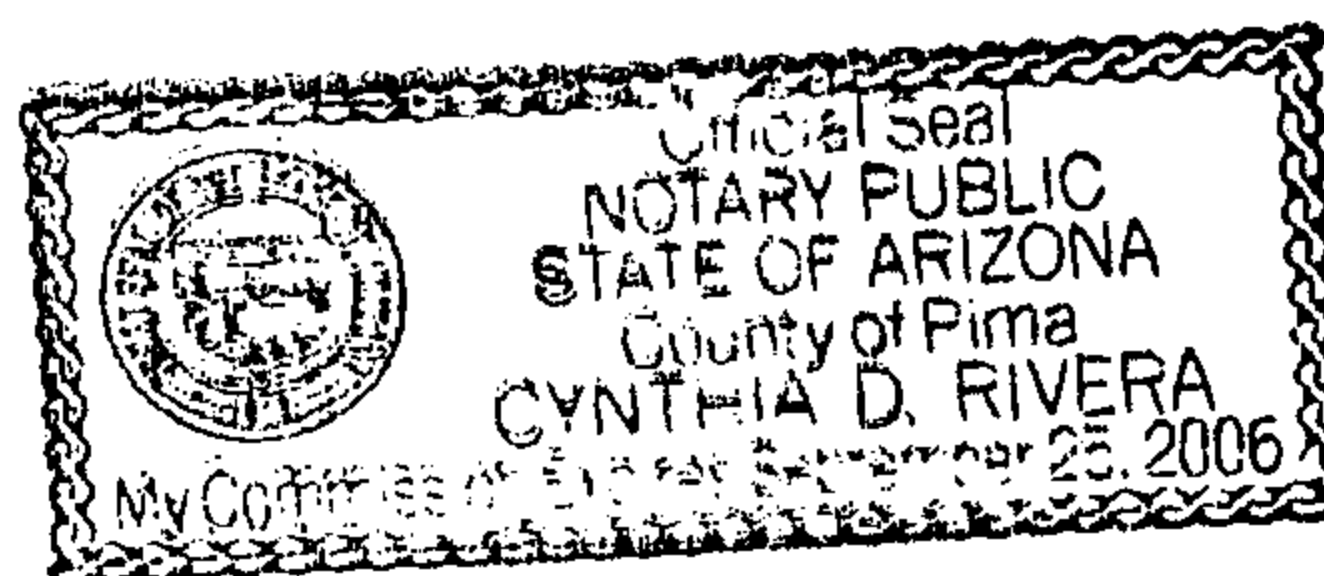
By: Burdell N. Myrick

My Commission expires:

9.25.2006

[Signature]

Notary Public





## 2<sup>nd</sup> PROMISSORY NOTE SECURED BY DEED OF TRUST

\$14,000.00

Tucson, Arizona

Date: April 20, 2006

For value received, Burdell N. Myrick the undersigned, jointly and severally, promise to pay to Tucson Mortgage Company L.L.C., an Arizona Limited Liability Company,

or order, at the address of the payee or the agreed agent, the sum of 14,000.00 DOLLARS payable as follows:

### **Payments:**

With Interest from 1st day of May, 2006 on the unpaid principal at the rate of EIGHTEEN (18.0%) PERCENT PER ANNUM: INTEREST ONLY in monthly installments on the 1st day of each calendar month, beginning on 1st day of June, 2006 and continuing until 1st day of May, 2011 on which day the unpaid balance of said principal sum, together with interest due thereon, shall become due and payable in full. Each payment shall be credited first on the interest then due and the remainder thereof on the principal sum, and interest shall there upon cease on the amount of principal paid.

### **Late Charge:**

Any above noted payment which is at least TEN (10) days past due, shall be subject to a late charge of \$5.00 PER DAY. Account Servicing Agent is instructed **NOT** to accept any payment that does not fully pay all accrued interest and late fees that are due.

### **Concurrent Payments:**

Payments on this loan and all prior encumbrances shall be made concurrently through a single servicing account to be maintained by a duly licensed account servicing agent. The parties hereby instruct Servicing Agent not to accept any payment due hereunder without all other concurrent payments.

### **Final Payment:**

PROVIDED HOWEVER, if not sooner paid the entire unpaid principal, accrued late penalties and all accrued interest shall be due and payable on 1st day of May, 2011.

If the final payment is late, then the late fee per day will be \$5.00.

### **Prepayment Penalty:**

The Holders of this Note are guaranteed voluntary or involuntary, a minimum of twelve (12) months of interest payments on the Original Principal Balance.

### **Due on Sale:**

The Promissory Note and Deed of Trust are immediately due and payable in the event that the Premises are sold, transferred, or conveyed in any manner.

**Title Requirements:** Ticor Title is to cause and furnish a ALTA Lender's Title Policy in 2<sup>st</sup> position on the subject property to be paid at Borrower's expense. Borrower is also to pay all escrow fees, account setup fees, monthly servicing fees, recording including reassignment ESCROW, bring down endorsement, and other.

Ticor Title will cause to be furnished to Lender:

- Copy of the original Note.
- Copy of the Recorded Deed of Trust
- ALTA loan policy issued to the lender in the amount of the Note in the <sup>2nd</sup> position on subject property parcel.
- Copy of the closing statement and all other documents that might be in any way connected to this escrow.

Once the borrower has signed the documents and until recording no modifications are allowed unless all parties provide so in writing.

Fidelity Title is to record immediately after funds are received.

**Adjusted Interest:** Payment due May 1ST 2006.

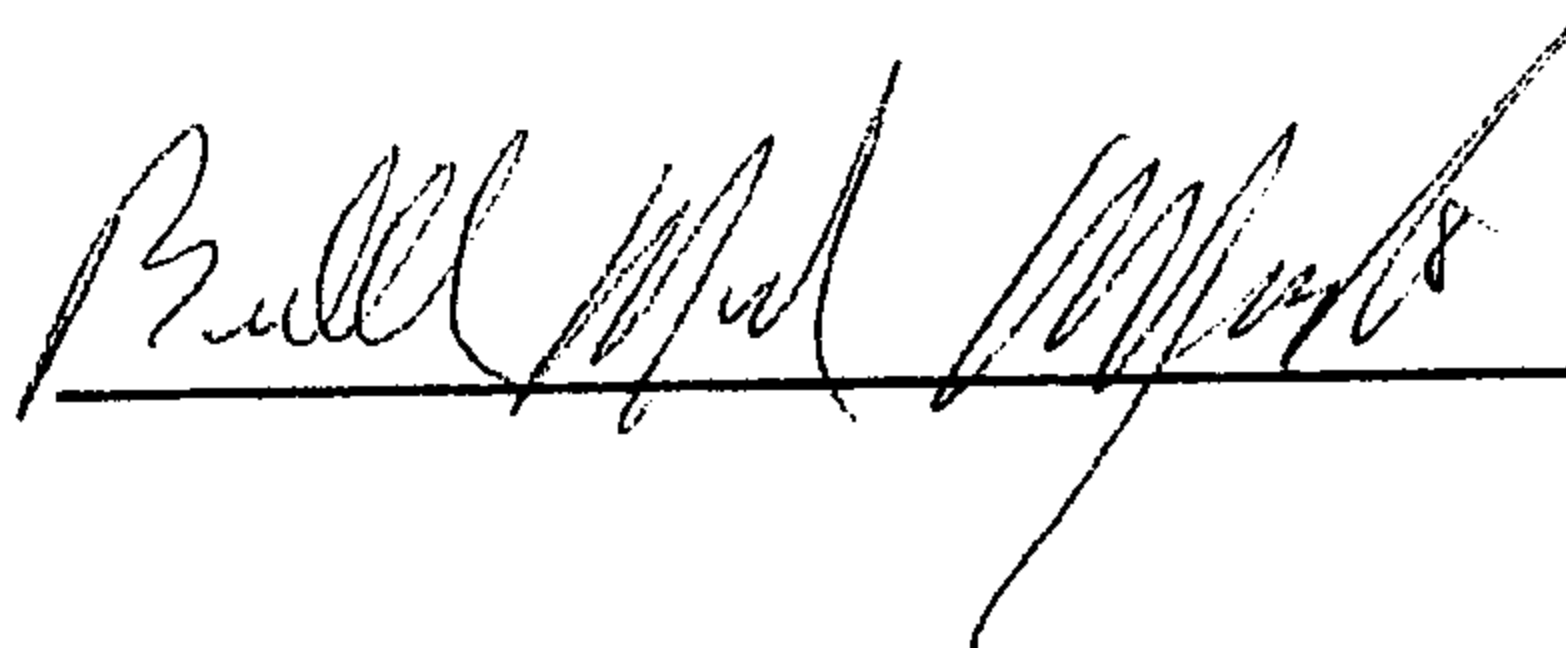
**Purpose of Loan:** Refinance

**Insurance:** Do not record this transaction until insurance binder is received by escrow Payee prior to funding the loan. Insurance binder will come from...

**Simultaneous Collection:** NA

**Personal Guarantees** Executed by Burdell Noel Myrick

**Other:** Ticor to verify Balance on 1<sup>st</sup> lien



A handwritten signature in cursive script, appearing to read 'Burdell Noel Myrick', is written over a horizontal line. Below this line are two more empty horizontal lines.

- Copy of the original Note.
- Copy of the Recorded Deed of Trust
- ALTA loan policy issued to the lender in the amount of the Note in the 1st position on subject property parcel.
- Copy of the closing statement and all other documents that might be in any way connected to this escrow.

Once the borrower has signed the documents and until recording no modifications are allowed unless all parties provide so in writing.  
Fidelity Title is to record immediately after funds are received.

**Adjusted Interest:**

Payment due APRIL 1ST 2006.

**Purpose of Loan:**

Refinance

**Insurance:**

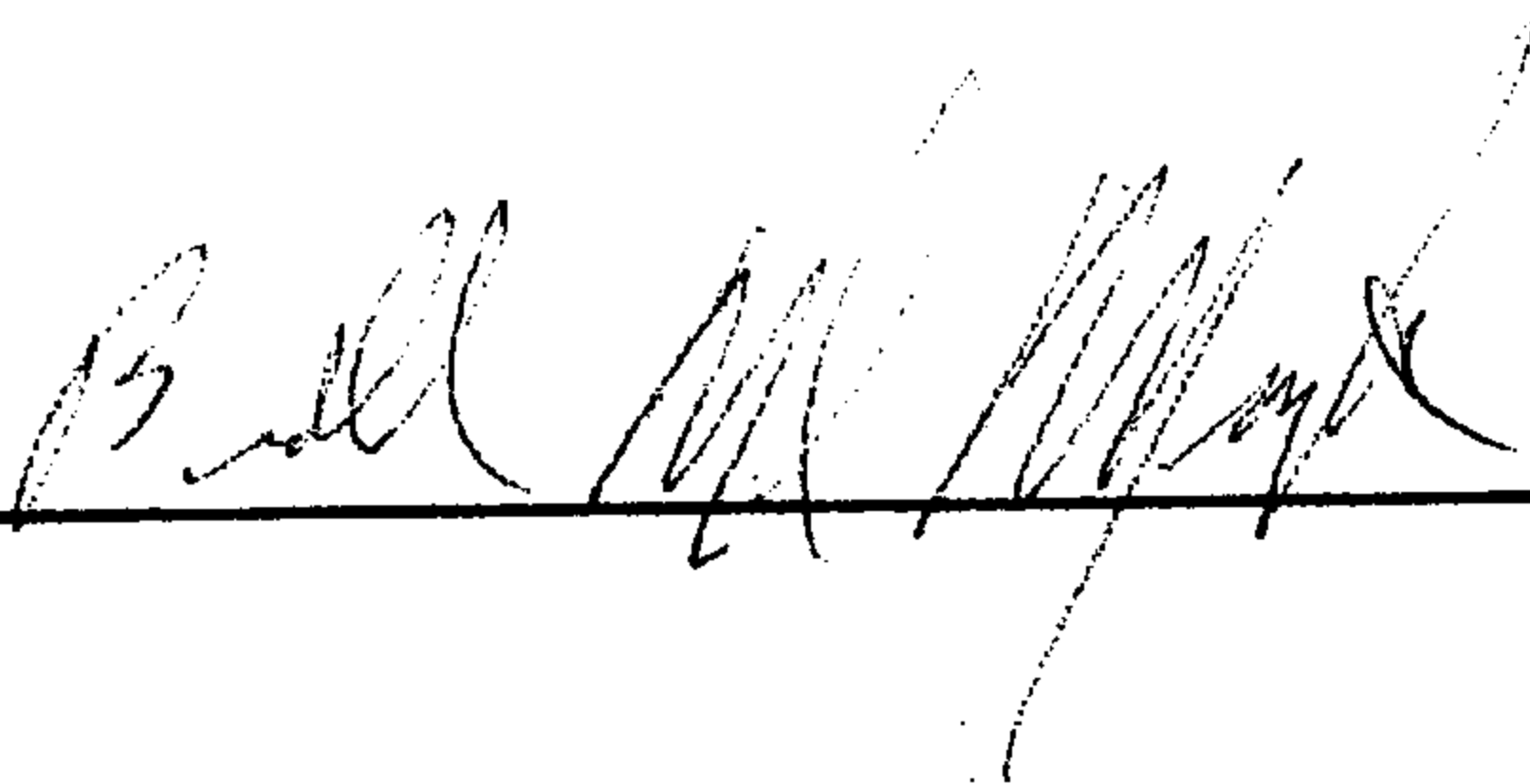
Do not record this transaction until insurance binder is received by escrow  
Payee prior to funding the loan. Insurance binder will come from...

**Impounds:**

NA

**Personal Guarantees**

Executed by Burdell Noel Myrick

 04/17/06

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RECORDING REQUESTED BY:  
TICOR TITLE AGENCY OF ARIZONA, INC.  
AND WHEN RECORDED MAIL TO:  
FIDELITY NATIONAL TITLE  
7764 E. BROADWAY #200  
TUCSON, ARIZONA 85710  
ATTN; LOAN SERVICING DEPT.

ORDER NO.: 70102665-CR

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## 2<sup>nd</sup> DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made 20th day of April, 2006, between

**Burdell N. Myrick a single man**

herein called TRUSTOR, whose address is 8487 E Agape Drive, Tucson, AZ 85715

and **Fidelity National Title Agency Inc., an Arizona Corporation address 7764 E. Broadway #222 Tucson,**

**Arizona 85710**, herein called TRUSTEE, and

**Tucson Mortgage Company L.L.C., an Arizona Limited Liability Company**

herein called BENEFICIARY, whose address is 1660 E. River Rd. #150, Tucson, Arizona 85718

That property located in **Pima** County, State of Arizona, described as follows:

Lot 28 of **Belle Vista Townhomes**, a subdivision of Pima County, Arizona, according to the plat of record in the office of the Pima County Recorder in Book 38 of Maps and Plats at page 14 thereof and thereafter corrected by Declaration of Scrivenor's Error recorded in Docket 7422 at page 46.

Together with all buildings, improvements, and fixtures thereon.

THIS DEED OF TRUST, made on the above date between the Trustor, Trustee and Beneficiary above named.

WITNESSETH: That Trustor irrevocably grants, conveys, transfers and assigns to Trustee in Trust, with Power of Sale, the above described real property, together with leases, rents, issues, profits, or income thereof, (all of which are hereinafter called "property income") SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income; AND SUBJECT TO existing taxes, assessments, liens encumbrances, covenants, conditions, restrictions, rights-of-way, and easements of record.

FOR THE PURPOSE OF SECURING:

- A. Performance of each agreement of Trustor herein contained.
- B. Payment of the indebtedness evidenced by promissory note or notes of even date herewith, and an extension or renewal thereof, in the principal sum of \$14,000.00 executed by Trustor in favor of Beneficiary or order.
- C. Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) Trustor shall keep said property in good condition and repair; shall not remove or demolish any building thereon, shall complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and shall pay when due all claims for labor performed and materials furnished therefore; shall comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; shall not commit or permit waste thereof; shall not commit, suffer or permit any act upon said property in violation of law; shall cultivate, irrigate, fertilize, fumigate, prune and use of said property may be reasonably necessary, the specific enumerations

That property located in **Pima** County, State of Arizona, described as follows:

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(2) Trustor shall keep all improvements now or hereafter erected on said property continuously insured against loss by fire or other hazards in an amount not less than the total obligation secured hereby. All policies shall be held by the Beneficiary and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as his interest may appear and then to the Trustor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured and in such order as the Beneficiary may determine or at option of the Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default hereunder nor cause discontinuance of any action that may have been or may thereafter be taken by Beneficiary or Trustee because of such default.

(3) Trustor shall appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee; and shall pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorney's fees in a reasonable sum in such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this DEED OF TRUST.

(4) Trustor shall pay: at least ten days before delinquency all taxes and assessments affecting said property; when due, all encumbrances, charges and liens, with interest, on property or any part thereof, which appear to be prior or superior hereto; when due, all costs, fees and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for

issuance of any DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE or DEED OF RELEASE and FULL RECONVEYANCE and all lawful charges, costs and expenses in the event of reinstatement of, following default in, this DEED OF TRUST or the obligations secured hereby.

(5) Should Trustor fail to make any payment or to do any act as provided in this DEED OF TRUST, then the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees. Trustor shall pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expending at the rates provided in the promissory note(s) secured by this DEED OF TRUST.

IT IS MUTUALLY AGREED:

(6) That any award of damages in connection with any condemnation or any such taking, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefore and the ownership thereof subject to this DEED OF TRUST) and upon receipt of such monies Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That time is of the essence of this DEED OF TRUST, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this DEED OF TRUST and said note(s) for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and upon payment of its fees, Trustee may (A) by DEED OF PARTIAL RELEASE AND PARTIAL RECONVEYANCE release and reconvey, without covenant or warranty, express or implied, any portion(s) of the property then held hereunder; the recitals in such DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE of any matters shall be conclusive proof of the truthfulness thereof; the grantee in such DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE may be described as "The Person or Persons Legally Entitled Thereto", (B) consent to the making of any map or plat thereof; (C) join in granting any easement thereon; or (D) join in any extension agreement or any agreement subordinating the lien or charge hereof. Beneficiary shall execute his release upon such DEED if so requested by Trustee.

(9) Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender of this DEED OF TRUST and said note(s) to Trustee for cancellation and retention and upon payment of its fees, Trustee shall by DEED OF RELEASE and FULL RECONVEYANCE release and reconvey, without covenants or warranty, express or implied, the property then held hereunder. The recitals in such DEED OF RELEASE and FULL RECONVEYANCE of any matters shall be conclusive proof of the truthfulness thereof. The grantee in such DEED OF RELEASE and FULL RECONVEYANCE may be described as "The Person or Persons Legally Entitled Thereto."

(10) As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of this Trust, to collect the Property income, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such Property Income as it becomes due and payable. Upon such default, Beneficiary 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, or the solvency of the Trustor, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such Property Income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorney's fees, upon taking possession of said property. The collection of such Property Income and the application thereof as foresaid shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in the payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold said property under this DEED OF TRUST. Beneficiary also shall deposit with Trustee this DEED OF TRUST, said note(s), and all documents evidencing expenditures secured hereby.

Trustee shall record and give notice of Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, Trustee shall sell, in the manner required by law, said property at public auction at the time and place fixed by it in said notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, payable at time of 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 the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorney's 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 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 Beneficiary to recover a



to the making of any map or plat thereof; (C) join in granting any easement thereon; or (D) join in any extension agreement or any agreement subordinating the lien or charge hereof. Beneficiary shall execute his release upon such DEED if so requested by Trustee.

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After deducting all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorney's 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 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 Beneficiary to recover a deficiency judgment for any balance due hereunder. The purchaser at the Trustee's sale shall be entitled to immediate possession of the property against the Trustor and shall have a right to the summary proceedings to obtain a possession provided in Title 12, Chapter 8, Article 4, Arizona Revised Statutes, together with costs and reasonable attorney's fees.

In the alternative to foreclosure by Trustee's Sale, the Beneficiary may foreclose by judicial proceedings, and in such event, the election to declare the unpaid balance immediately due and payable may be made in the complaint. In such judicial proceedings Beneficiary shall be entitled to reasonable attorney's fees, costs of foreclosure report and all sums advanced with interest, as provided under paragraphs four (4) and five (5) herein.

(12) That 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 the predecessor's title, estate, rights, powers and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

(13) That this DEED OF TRUST applies to, inures the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder of the note(s) secured hereby, whether or not named as Beneficiary herein. 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.

(14) Trustee accepts this trust when this DEED OF TRUST, duly executed and acknowledged, is made public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other DEED OF TRUST or of any



ORDER NO.: 70102665-CR

action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee. In the event Trustee is made a party in any legal or court proceeding as a result of litigation between the Trustor and Beneficiary or between a third party and either both of Trustor and/or Beneficiary, the attorney's fees and costs of Trustee shall be paid by either Trustor or Beneficiary, whichever being the non prevailing party.

(15) Time is of the essence of this DEED OF TRUST and each and every provision hereof.

(16) Trustor and Beneficiary agree that the trust relationship created by this instrument is strictly limited to the creation and enforcement of a security interest in real property. Thus, all Trustee's duties, fiduciary or otherwise, are strictly limited to those imposed by this document and A.R.S. 33-801 through 33-821, inclusive, and no additional duties, burdens or responsibilities shall be placed on the Trustee.

(17) The Trustor requests that a copy of any notice of Trustee's Sale hereunder be mailed to him at his address hereinbefore set forth. All notices required hereby shall be sent to the addresses indicated above unless such party shall have recorded a Request for Notice pursuant to A.R.S. 33-809A in the county recorder's office of the county where the property encumbered hereby is located, indicating a different address.

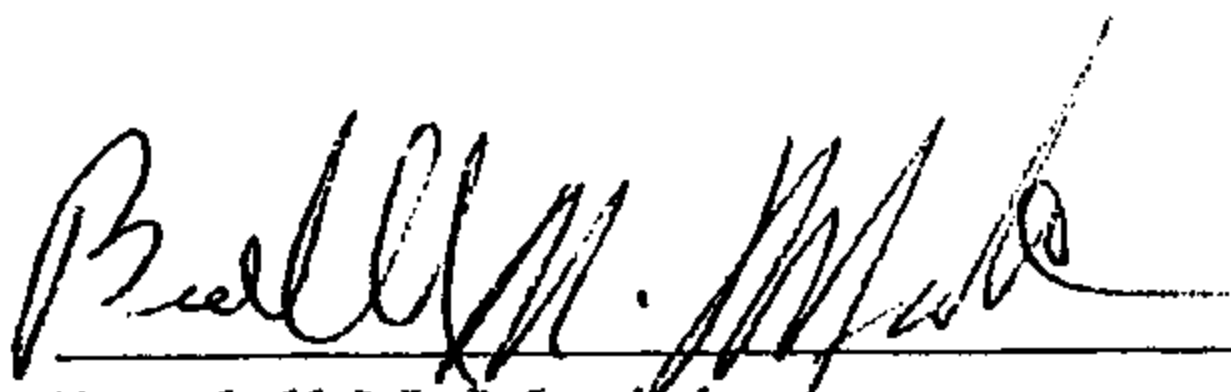
(18) This Deed of Trust, when recorded, shall operate as a Declaration of Abandonment of any homestead previously recorded concerning the property described herein.

(19) ADDITIONAL TERMS AND CONDITIONS:

(20) Should the Trustor herein sell, convey, transfer or assign all or any portion of their interest in subject property, the entire remaining principal balance of the note secured hereby, together with interest shall be immediately due and payable in full.

(21)

**BUYER:**



Burdell N. Myrick

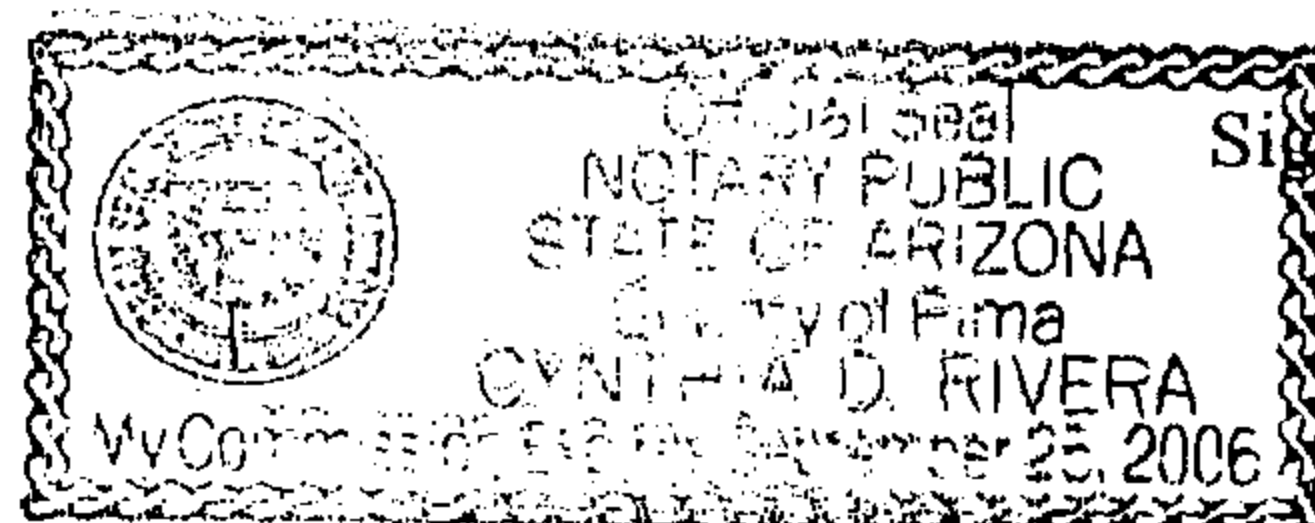
STATE OF ARIZONA  
COUNTY OF PIMA

} SS:

On 4-20-2006 before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Burdell N. Myrick, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(This area for official notarial seal)



STATE OF ARIZONA  
COUNTY OF PIMA

} SS:

On \_\_\_\_ before me, the undersigned, a Notary Public, in and for said County and State, personally appeared \_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(This area for official notarial seal)

**NOTE: The parties are cautioned that by completing and executing this document, legal rights, duties and obligations are created. By signing, the parties acknowledge that they have been advised to seek and obtain independent legal counsel as to all matters contained in the within document prior to signing same and that said parties have obtained advice or choose to proceed without same.**

## HOMEOWNER'S POLICY OF TITLE INSURANCE AFFIDAVIT

Before me, the undersigned authority, on this \_\_\_\_ day of April 2006, personally appeared **Burdell N. Myrick**, hereinafter referred to as "Seller", personally known by me to be the person(s) whose names are subscribed hereto, who being by me first duly sworn, on their oaths stated the following to be true and correct:

1. I/We are the owners of the land described as follows:
2. There are no liens against the land and no judgments or tax liens against us, EXCEPT those liens described in the title commitment issued by TICOR Title Agency of Arizona, Inc., under Commitment No. 70102665, describing the land. **(If there are additional items, must add them below or state "none"**
3. All taxes and assessments by a taxing authority are paid through \_\_\_\_\_ and there have been no special tax assessments granted on the land or tax exemptions that were not lawful.
4. All assessments by the Homeowners Association for the subdivision are paid current and outstanding assessments are not yet payable.
5. There have been no improvements added to the land or construction on the land within the last year, EXCEPT as follows:
6. There are no pending repairs or improvements to the street(s) adjacent to the land.
7. The land has a single family house known as **8487 E Agape Drive** and does not have a separate building, garage or apartment used as a second residence.
8. A building permit authorized any improvements that have been added to the land.
9. I/We are not aware, and have not been told, that the improvements to the land encroach over any building lines, easements or property lines.
10. I/We are not aware, and have not been told, that the improvements on the land violate any building permit, zoning, restrictions, or covenants.
11. I/We are not aware, and have not been told, that the improvements by our neighbors encroach over our property lines.
12. The land has actual pedestrian and vehicular access based on a legal right of access to the land.
13. There are no lease agreements that affect the property that have not been disclosed to Escrow Agent.

I/We indemnify and hold harmless TICOR Title Insurance Company and Chicago Title Insurance Company, as issuing agent, from any loss, liability, costs, expenses and attorney's fees, including attorney's fees to enforce this Agreement, because of any errors or incorrectness of this affidavit and because of any defects, liens, encumbrances or other matters affecting or that may affect the title to the land before the recordation of our conveyance or encumbrance.

**Borrower:**

  
\_\_\_\_\_

**Burdell N. Myrick**



# TICOR TITLE AGENCY

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## OF ARIZONA, INC.

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### DISBURSEMENT INSTRUCTIONS

Re: Escrow #: 70102665-CR

The undersigned hereby instructs TICOR Title Agency of Arizona, Inc. to disburse their proceeds as follows:

☐ Deposit check to: ☐ Savings ☐ Checking Account No. \_\_\_\_\_

The cost for this service is \$20.00. The undersigned instructs TICOR Title Agency of Arizona, Inc. to deduct this amount from the undersigned's proceeds.

Bank Name and Address: \_\_\_\_\_  
\_\_\_\_\_

☐ Deposit Slip Attached. (required)

☐ Wire Funds - In order to wire transfer funds, a Wire Transfer Authorization Form must be completed and signed by the undersigned. The cost for this service is \$20.00. The undersigned instructs TICOR Title Agency of Arizona, Inc. to deduct this amount from the undersigned's proceeds.

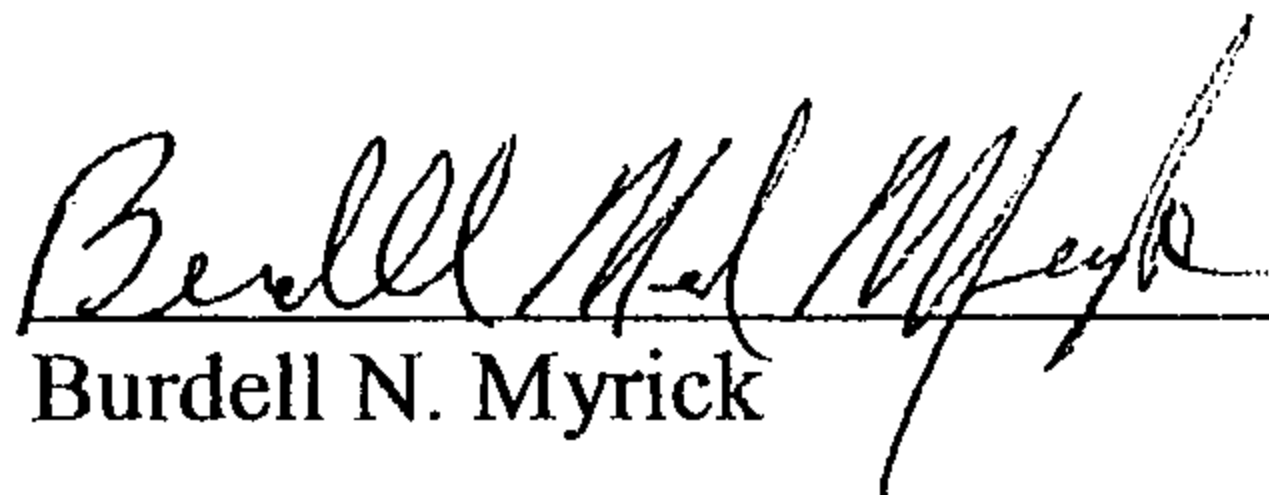
☒ Authorize check to be picked up by: \_\_\_\_\_

☐ Mail check to: \_\_\_\_\_

☐ Transfer funds in the amount of: \$\_\_\_\_\_ to \_\_\_\_\_

Dated: April 20, 2006

**BUYER:**

  
Burdell N. Myrick

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  SETTLEMENT STATEMENT  ICOR Title Agency of Arizona, Inc. 245 East Broadway Suite 200 Tucson, Az 85711-4091  <b>ESTIMATED - FIGURES SUBJECT TO CHANGE</b>	B. TYPE OF LOAN		OMB No. 2502-0265
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FMHA	3. <input type="checkbox"/> CONV. UNINS.
	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.	
	6. ESCROW FILE NUMBER: 70102665-701 CR		7. LOAN NUMBER:
8. MORTGAGE INSURANCE CASE NUMBER:			

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

NAME OF BORROWER: Burdell N. Myrick

ADDRESS OF BORROWER: 8487 E Agape Drive  
Tucson, AZ 85715

NAME OF SELLER: Tucson Mortgage Company L.L.C.

ADDRESS OF SELLER: 1660 E. River Rd. #150  
Tucson, Arizona 85718

NAME OF LENDER: Tucson Mortgage  
ADDRESS OF LENDER: 7752 E. Broadway #200,  
Tucson, Arizona 85710

PROPERTY LOCATION: 8487 E Agape Drive  
Tucson, AZ 85715  
Pima 133-10-3290  
Lot(s) 28, of Belle Vista Townhomes

SETTLEMENT AGENT: TICOR Title Agency of Arizona, Inc.  
PLACE OF SETTLEMENT: 6245 East Broadway, Suite 200, Tucson, Az 85711-4091

SETTLEMENT DATE: 04/25/2006 PRORATION DATE: 04/25/2006 FUNDING DATE: 04/25/2006

SUMMARY OF BORROWER'S TRANSACTION	K. SUMMARY OF SELLER'S TRANSACTION
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00. Gross Amount Due From Borrower:		400. Gross Amount Due To Seller:	
01. Contract Sales Price		401. Contract Sales Price	
02. Personal Property		402. Personal Property	
03. Settlement charges to Borrower (line 1400)	5,197.05	403.	
04.		404.	
05.		405.	
Adjustments For Items Paid By Seller In Advance:		Adjustments For Items Paid By Seller In Advance:	
06. City/Town Taxes		406. City/Town Taxes	
07. County Taxes		407. County Taxes	
08. Assessments		408. Assessments	
09.		409.	
10.		410.	
11.		411.	
12.		412.	
13.		413.	
14.		414.	
15.		415.	
20. Gross Amount Due from borrower:	5,197.05	420. Gross Amount Due to Seller	
10. Amounts Paid by or in behalf of Borrower:		500. Reductions In Amount Due To Seller:	
01. Deposit or earnest money		501. Excess deposit (see instructions)	
02. Principal amount of new loan(s)	14,000.00	502. Settlement charges to Seller (line 1400)	
03. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
04.		504. Payoff of first mortgage loan	
05.		505. Payoff of second mortgage loan	
06.		506.	
07.		507.	
08.		508.	
09.		509.	
Adjustments For Items Unpaid By Seller:		Adjustments For Items Unpaid By Seller:	
0. City/Town Taxes		510. City/Town Taxes	
1. County Taxes		511. County Taxes	
2. Assessments		512. Assessments	
3.		513.	
4.		514.	

Pima 133-10-3290  
Lot(s) 28, of Belle Vista Townhomes

H. SETTLEMENT AGENT:		TICOR Title Agency of Arizona, Inc.			
PLACE OF SETTLEMENT:		6245 East Broadway, Suite 200, Tucson, Az 85711-4091			
I. SETTLEMENT DATE:		04/25/2006	PRORATION DATE:	04/25/2006	FUNDING DATE: 04/25/2006
J. SUMMARY OF BORROWER'S TRANSACTION			K. SUMMARY OF SELLER'S TRANSACTION		
100. Gross Amount Due From Borrower:			400. Gross Amount Due To Seller:		
101. Contract Sales Price			401. Contract Sales Price		
102. Personal Property			402. Personal Property		
103. Settlement charges to Borrower (line 1400)	5,197.05		403.		
104.			404.		
105.			405.		
Adjustments For Items Paid By Seller In Advance:			Adjustments For Items Paid By Seller In Advance:		
106. City/Town Taxes			406. City/Town Taxes		
107. County Taxes			407. County Taxes		
108. Assessments			408. Assessments		
109.			409.		
110.			410.		
111.			411.		
112.			412.		
113.			413.		
114.			414.		
115.			415.		
120. Gross Amount Due from borrower:	5,197.05		420. Gross Amount Due to Seller		
200. Amounts Paid by or in behalf of Borrower:			500. Reductions In Amount Due To Seller:		
201. Deposit or earnest money			501. Excess deposit (see instructions)		
202. Principal amount of new loan(s)	14,000.00		502. Settlement charges to Seller (line 1400)		
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff of first mortgage loan		
205.			505. Payoff of second mortgage loan		
206.			506.		
207.			507.		
208.			508.		
209.			509.		
Adjustments For Items Unpaid By Seller:			Adjustments For Items Unpaid By Seller:		
210. City/Town Taxes			510. City/Town Taxes		
211. County Taxes			511. County Taxes		
212. Assessments			512. Assessments		
213.			513.		
214.			514.		
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. Total Paid By/For Borrower	14,000.00		520. Total Reductions In Amount Due Seller		
300. Cash at Settlement from/to Borrower:			600. Cash at Settlement to/from Seller:		
301. Gross amount due from Borrower (line 120)	5,197.05		601. Gross amount due to Seller (line 420)		
302. Less amount paid by/for Borrower (line 220)	14,000.00		602. Less reductions in amount due Seller (line 52)		
303. Cash TO Borrower:	8,802.95		603. Cash TO/FROM Seller:		0.00



## .. SETTLEMENT CHARGES:

ESCROW FILE NUMBER:

70102665-701 CR

**00. Total Sales/Broker's Commission:**

Based on Price \$ @ % =		Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
Division of Commission (line 700) follows:			
701. \$	to		
702. \$	to		
\$	to		
703. Commission paid at settlement			
704.			

**100. Items Payable In Connection With Loan:**

801. Loan Origination Fee % to Tucson Mortgage	800.00	
802. Loan Discount Fee % to Tucson Mortgage	1,000.00	
803. Appraisal Fee		
804. Credit Report		
805. Lenders inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
808. Processing to Tucson Mortgage	500.00	
809. May payment to Beneficial Finance	712.00	
810.		
811.		

**900. Items Required By Lender To Be Paid In Advance:**

901. Interest from 04/25/06 to 05/01/06 @\$7.00/day (6 days)	42.00	
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium		
904. Interest 5/1 to 8/1/2006 to Hold for Assignment	630.00	
905.		

**000. Reserves Deposited With Lender:**

1001. Hazard Insurance		
1002. Mortgage Insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1005. Annual Assessments		
1006.		
1007.		
1008. Aggregate Adjustment months @\$		

**1100. Title Charges:**

1101. Settlement or closing fee to TICOR Title Agency of Arizona, Inc.	360.00	
1102. Abstract or title search		
1103. Title examination		
1104. Title insurance binder		
1105. Document preparation to TICOR Title Agency of Arizona, Inc.	100.00	
1106. Notary Fees		
1107. Attorney's Fees		
(includes above item numbers: )		
1108. Title insurance to TICOR Title Agency of Arizona, Inc.	348.00	
(included above item numbers: )		
1109. Lender's coverage \$ 14,000.00		
1110. Owner's coverage \$		
Lender's coverage \$		
Lender's coverage \$		
1111. Courier to TICOR Title Agency of Arizona, Inc.	20.00	
1112.		
1113.		



1201. Recording Fees:		
1202. City/County tax/stamps		
1203. State tax/stamps		
1204. City Transfer Tax		
1205. County Transfer Tax		
1206. Recording Service Fee to TICOR Title Agency of Arizona, Inc.	35.00	
1207.		
<b>1300. Additional Settlement Charges:</b>		
1301. Survey to		
1302. Pest Inspection		
1303. 2nd half 2005 taxes to Pima County Treasurer	650.05	
1304.		
1305.		
1306.		
1307.		
1400. Total Settlement Charges (Enter on line 103, Section J -and- line 502, Section K)	5,197.05	0.00

Hudc.rpt (08/16/2004)

Printed by Cindy Rivera on 04/20/2006 at 09:48:22 AM

OMB No. 2502-0265

Attachments:

Escrow Number: 70102665-701 CR

<b>BREAKDOWN OF NEW LOANS</b>		
Description	Buyer Amount	Seller Amount
Tucson Mortgage, 7752 E. Broadway #200, Tucson, Arizona 85710, Loan#	14,000.00	
Total of New Loans.	14,000.00	

## NOTICE OF RIGHT TO CANCEL

Borrower: Burdell N. Myrick

Address:

8487 E Agape Drive  
Tucson, AZ 85715

You are entering into a transaction that will result in a mortgage/lien/security interest on your home. You have a legal right under federal law to cancel this transaction, without cost, within THREE BUSINESS DAYS from which ever of the following events occurs last:

- (1) The date of the transaction which is: 4-20-2006 (KRE)
- (2) The date you receive this notice of your right to cancel which is: \_\_\_\_\_.

If you cancel the transaction, the mortgage/lien/security interest is also canceled.

If you decide to cancel you may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below.

Keep one copy of this notice for your records.

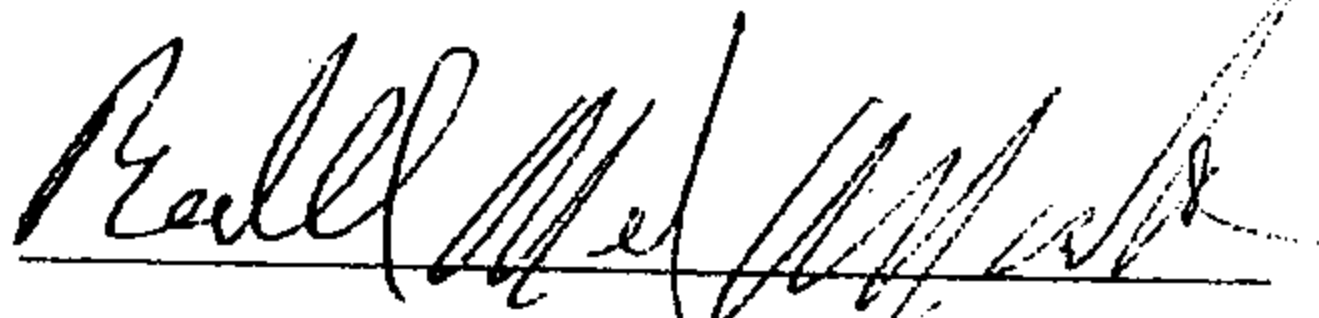
You may cancel by mail or telegram, you must send the notice not later than MIDNIGHT OF 4-24-2006 (KRE)

(or MIDNIGHT of the THIRD BUSINESS DAY following the latest of the two events listed above.) If you send or deliver your written notice to cancel it must be delivered to **Ticor Title Agency at 6245 E. Broadway Suite 200 Tucson, Arizona 85711 to the attention of Cindy Rivera, Escrow Officer no later than the time referenced above.**

I WISH TO CANCEL \_\_\_\_\_

Each of the borrowers in this transaction has the right to cancel. The exercise of this right by one borrower shall have the effect as to all borrowers.

I/We acknowledge receipt of two copies of this NOTICE OF RIGHT TO CANCEL.



Burdell N. Myrick

### BORROWER'S CONFIRMATION CERTIFICATE

Three business days have elapsed since the undersigned have received two copies of this document. Each of the undersigned hereby certify and warrant that they have not exercised any right which they may have to rescind the transaction, that they do not desire to do so, and that they ratify and confirm the transaction in all respects.

Date signed: 4-25-2006

BORROWER(S):

Each of the borrowers in this transaction has the right to cancel. The exercise of this right by one borrower shall have the effect as to all borrowers.

104 - 116 11/11

# BORROWER'S CONFIRMATION CERTIFICATE

Date signed: 4-25-2006

*\* Burdell N. Myrick*  
Burdell N. Myrick

Burdell N. Myrick

fax 747-9041