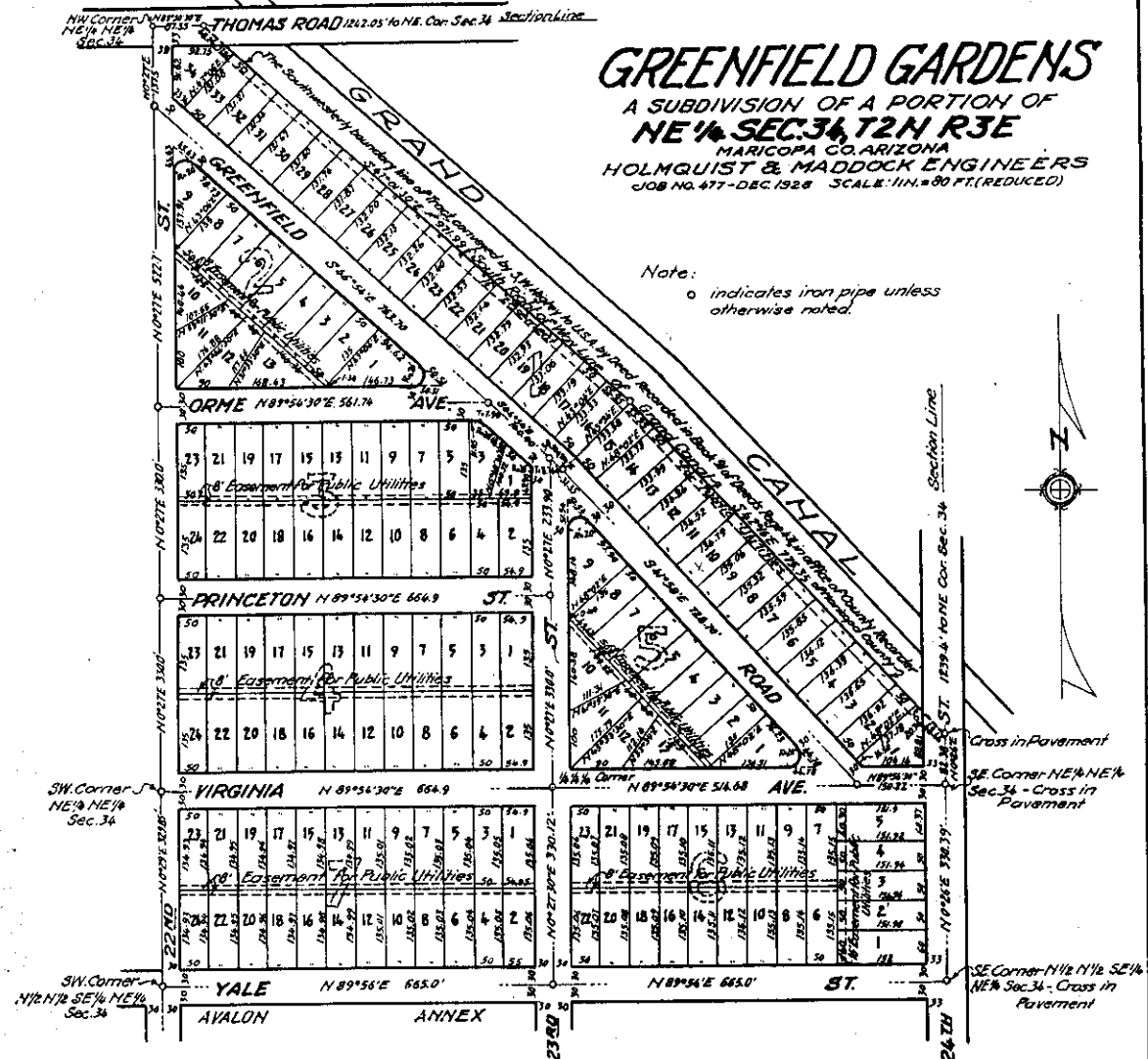


70/71

16-02

W.P.A. 9/24/1916, 7 p. 67

del 16-625 Patent. C/L/A



**GREENFIELD GARDENS**  
 A SUBDIVISION OF A PORTION OF  
**NE 1/4 SEC. 34, T2N R3E**  
 MARICOPA CO. ARIZONA  
 HOLMQUIST & MADDOCK ENGINEERS  
 JOB NO. 477-DEC. 1928 SCALE: 1/4" = 80 FT. (REDUCED)

Note:  
 o indicates iron pipe unless otherwise noted.

Know All Men By These Presents:  
 That T.H. Greenfield and Elsie Greenfield, his wife, have subdivided, under the name of GREENFIELD GARDENS the North 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 and that part of the Northeast 1/4 of the Northeast 1/4 of Section 34 T2N R3E, G. & S.R.B. & M., Maricopa County, Arizona, lying south of the south right of way line of the Grand Canal.

And hereby declare that the accompanying plat sets forth the location and gives the dimensions of all blocks, lots, streets, roads and avenues constituting said Greenfield Gardens and that each lot and block shall be known by the number and each street, road and avenue by the name thereon given to each respectively in said plat.

And all streets, roads and avenues in said GREENFIELD GARDENS are hereby dedicated to the public, for the use and benefit of the public, and all easements shown on the plat are dedicated to the use of public utilities.

In witness whereof the aforesaid parties have hereunto affixed their signatures this 28th day of December 1928.  
 T.H. Greenfield  
 Elsie Greenfield

State of Arizona } ss.  
 County of Maricopa }  
 Before me Ethel Banks a Notary Public in and for the County of Maricopa, Arizona on this day personally appeared T.H. Greenfield and Elsie Greenfield, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 28th day of December 1928  
 My commission expires April 1, 1929. (Seal) Ethel Banks  
 Notary Public

I hereby certify that this is a true and correct plat of GREENFIELD GARDENS as surveyed under my direction during December 1928  
 F.N. Holmquist  
 Registered Professional Engineer

APPROVED by the Board of Supervisors of Maricopa County, Arizona, this 21 day of January 1929.  
 C.L. Walmsley (Seal) Clerk  
 H.C. Gilbert Chairman

Filed and recorded in the office of the Co. Recorder, Maricopa Co., Ariz., at 3:46 PM, on Jan. 23, 1929, in Book 20 of Maps, Page 21.

STEWART TITLE & TRUST OF PHOENIX  
STEWART TITLE & TRUST OF PHOENIX INC.  
NON-INSURED

96430583

WHEN RECORDED, MAIL TO:

Human Action for Chandler, Inc.  
Office of Housing Services  
P.O. Box 1776  
Chandler, AZ 85244-1776

3/3



OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL

96-0859950 12/10/96 04:17

TOHV 12 OF 16

COORDINATED COMMUNITY SERVICES OF ARIZONA  
HOPE 3 DOWN PAYMENT/CLOSING COST ASSISTANCE PROGRAM

LAND USE RESTRICTION AGREEMENT  
PURCHASE OF SINGLE-FAMILY RESIDENCE OR CONDOMINIUM  
BY RESIDENT HOUSEHOLD

ATTENTION: THIS DOCUMENT MUST BE RECORDED IMMEDIATELY FOLLOWING THE RECORDATION OF THE DEED IN THE LAND RECORDS OF THE JURISDICTION IN WHICH THE PROPERTY IS LOCATED. SEE SUBORDINATION LANGUAGE ATTACHED - "EXHIBIT 1".

This LAND USE RESTRICTION AGREEMENT (the "Agreement") is entered into as of the 9th day of December, 1996, by and between Alfredo Alvarez and Maria L. Rios (the "Buyer") and HUMAN ACTION FOR CHANDLER, INC. a/k/a COORDINATED COMMUNITY SERVICES OF ARIZONA (the "Agency"), and their respective successors and assigns, with respect to certain real property and improvements thereon located at 2715 N. Greenfield Rd., Phoenix, AZ 85006 and having the legal description set forth on Exhibit A hereto (the "Property").

The parties, intending to be lawfully bound, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby agree as follows:

1. The buyer hereby acknowledges the receipt of 1,453.41 Dollars from the Agency for Down Payment/Closing Cost Assistance Program under the Agency's HOPE 3 Program, which is the subject of a Promissory Note executed contemporaneously with this Agreement.

2. Termination.

a) This Agreement shall terminate automatically upon repayment of the sums set forth in paragraph 1 above, without interest, plus any costs subject to repayment pursuant to the Promissory Note.

b) This Agreement shall terminate prior to the Termination Date, without further action by either the Buyer or the Seller, only on such date that (i) a termination statement or a release of this Agreement, executed by the Agency, is recorded by the Buyer in the land records of the jurisdiction in which the Property is located: (ii) the Property is transferred pursuant to a foreclosure proceeding

instituted by a Mortgagee (as defined below) that extinguishes the right title and interest of the Buyer in the Property; or (iii) a deed in lieu of foreclosure is executed by the Buyer to a Mortgagee and recorded in the land records of the jurisdiction in which the Property is located.

c) For purposes of this Agreement, "Mortgagee" shall mean (i) a federally insured financial institution; or (ii) an agency or corporation in the business of making home mortgage loans that has made a loan to the Buyer, secured by a first or second lien on the Property, for the purpose of financing the acquisition of, or the making of improvements to, the Property.

3. Buyer's Intention to Occupy the Property. The Buyer does hereby certify to the Seller that the Buyer intends to occupy the Property as his/her principal residence.

4. Recapture Requirement. If the Buyer, (i) enters into a contract with another party that results in the transfer or conveyance of his/her interest in the Property or (ii) transfers or conveys his/her interest in the Property, for payment of money, the Agency shall recapture the entire amount of assistance stipulated in Paragraph One (1) above.

5. Agency's Waiver of the Recapture Requirement. The Agency, in its sole discretion, may waive said recapture requirement only for good cause shown, which may include any necessary relocation of the Buyer. In the event the Buyer desires to obtain a waiver of said recapture requirement, the Buyer must notify the Agency, in writing, at the address set forth below, setting forth the reasons for such waiver request. The Buyer shall include a release of this Agreement, in recordable form, prepared at the Buyer's sole expense, with his/her waiver request. After receipt of the Buyer's waiver request, the Agency shall have sixty (60) days to either grant or deny the request; in the event that the waiver request is granted, the Agency shall execute the release of this Agreement, return said release to the Buyer and, upon the transfer of the Property the Buyer shall record the release, at his/her sole expense, in the land records of the jurisdiction in which the Property is located.

6. Sale or Transfer. In the event that the Buyer intends to convey or transfers his/her interest in the Property, without a waiver of said recapture requirements, the Buyer must notify the Agency, in writing and at least sixty (60) days prior to said transfer or conveyance, at the address set forth below, of his/her intention and include the name and address of the responsible closing agent, to be notified as described below. The Agency shall execute the release of this Agreement and send it to said closing agent with instructions as to the payment of the recapture amount set forth in Section 4 above. The closing agent shall record the release, at the Buyer's sole expense, in the land records of the jurisdiction in which the Property is located.

7. Notice. All correspondence to the Agency shall be sent to the Seller at the following address: HAC/CCSA, Office of Housing Services, P.O. Box 1776, Chandler, Arizona, 85244-1776.

IN WITNESS WHEREOF, the parties hereto have executed this Land Use Restriction Agreement as of the date first above written.

BUYER

*Alfredo Alvarez*  
Alfredo Alvarez  
*Maria L. Rios*  
Maria L. Rios

AGENCY

HUMAN ACTION FOR CHANDLER, INC. a/k/a COORDINATED COMMUNITY SERVICES OF ARIZONA

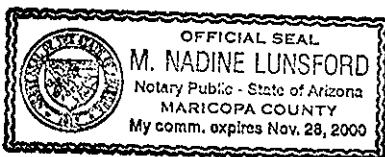
*Lisa M. Drayton*  
Lisa M. Drayton  
Deputy Director of Housing

NOTARY BLOCK: BUYER

STATE OF ARIZONA  
County of Maricopa

This instrument was acknowledged before me this 9<sup>th</sup> day of Dec., 1996  
by Alfredo Alvarez and Maria L. Rios.

*M. Nadine Lunsford*  
Notary Public



NOTARY BLOCK: AGENCY

STATE OF Arizona  
County of Maricopa

This instrument was acknowledged before me this 9th day of December, 1996, by Lisa M. Drayton, Deputy Director of Housing, Human Action for Chandler, Inc.

*Francie L. Spielberger*  
Notary Public

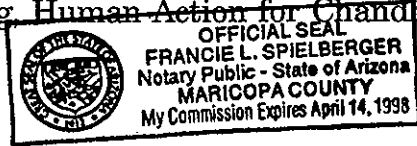


EXHIBIT A TO  
LAND USE RESTRICTION AGREEMENT:  
PURCHASE OF SINGLE-FAMILY RESIDENCE OR CONDOMINIUM  
BY RESIDENT HOUSEHOLD

LEGAL DESCRIPTION

Lot Five (5), Block One (1), GREENFIELD GARDENS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 20 of Maps, page 21.

**EXHIBIT 1 TO  
LAND USE RESTRICTION AGREEMENT  
PURCHASE OF SINGLE-FAMILY RESIDENCE OR CONDOMINIUM  
BY RESIDENT HOUSEHOLD**

**SUBORDINATION LANGUAGE**

Agency and Borrower acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Deed of Trust and to all advances heretofore made or which may hereafter be made pursuant to the First Deed of Trust including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Deed of Trust, curing defaults by the Borrower under the First Deed of Trust or for any other purpose expressly permitted by the First Deed of Trust or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property.

The terms and provisions of the First Deed of Trust are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Deed of Trust, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Deed of Trust shall receive title to the Property free and clear from such restrictions.

Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Agency has been given written notice of a default under the First Deed of Trust and (ii) the Agency shall not have cured the default under the First Deed of Trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 60-day period provided in such notice sent to the Agency.

RF5926Assign-8-1-1--  
morenoa

②

RF - 5926

WHEN RECORDED RETURN TO:

React Financial, LLC, an Arizona Limited Liability Company  
c/o Albert Schillinger  
10632 N. Scottsdale Road, B-466  
Scottsdale, AZ 85254

---

**ASSIGNMENT OF DEED OF TRUST**

United States Bankruptcy Court  
for the District of Arizona  
Chapter 7 case no. 2:15-bk-06199-GBN  
**In re Community Services of Arizona, Inc.**

[Please do not remove as part of Original Recorded Document]

## ASSIGNMENT OF LAND USE RESTRICTION AGREEMENT

Effective this 3<sup>rd</sup> day of November, 2015 (“**Effective Date**”),

WHEREAS, Lothar Goernitz is the duly appointed Trustee in the pending bankruptcy proceeding styled In re Community Services of Arizona, Inc., Chapter 7 case no. 2:15-bk-06199-GBN, United States Bankruptcy Court for the District of Arizona, having an address of P.O. Box 32961, Phoenix, Arizona 85064 (“**Assignor**”);

WHEREAS Assignor is the owner and holder of a Promissory Note in the original amount of \$1,453.41 (“**Note**”) secured by a Land Use Restriction Agreement Purchase of Single-Family Residence or Condominium By Resident Household (“**Restriction Agreement**”) dated December 9, 1996 executed by Community Services of Arizona, Inc., as Agency and Alfredo Alvarez and Maria L. Rios as Buyers, and recorded December 10, 1996 at document number 96-0859950, Official Records of Maricopa County, Arizona encumbering real property more particularly described on Exhibit “A” hereto; and

WHEREAS the bankruptcy Estate’s interest in the Note and Restriction Agreement, specifically payments coming due after the auction date, was sold at auction pursuant to a Notice of Auction filed with the Bankruptcy Court on October 1, 2015, and subsequent auction sale held on October 31, 2015; and,

WHEREAS the buyer at auction was React Financial, LLC, an Arizona Limited Liability Company, its successors and/or assigns having an address of 10632 N. Scottsdale Road, B-466, Scottsdale, AZ 85254 (“**Assignee**”);

THEREFORE, for valuable consideration paid by Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns and transfers to the Assignee, Assignee’s successors and assigns, all the bankruptcy Estate’s right, title and interest in the Note and Restriction Agreement “as/is” “where/is” without warranties or guarantees, express or implied, and WITHOUT RECOURSE.



IN WITNESS WHEREOF, the Assignor has executed this Assignment the day and year written set forth herein.

ASSIGNOR:

*Lothar Goernitz*  
Lothar Goernitz, Trustee  
In re Community Services of Arizona, Inc.  
Chapter 7 Case No. 2:15-bk-06199-GBN

STATE OF ARIZONA            )  
  ) ss.  
County of Maricopa            )

The foregoing Assignment of Beneficial Interest of Restriction Agreement was acknowledged before me this 3<sup>rd</sup> day of November, 2015, by Lothar Goernitz, Trustee, in his capacity as the Chapter 7 Trustee, In re Community Services of Arizona, Inc.

WITNESS my hand and official seal.

*Sheila M Rochin*  
Notary Public

My Commission Expires:

*11-19-16*

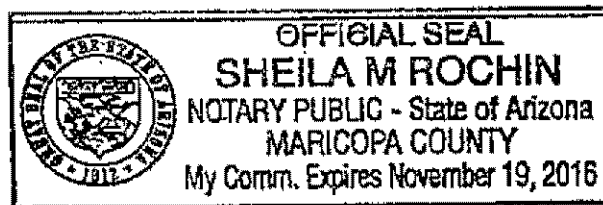


EXHIBIT "A"

LEGAL DESCRIPTION

Lot Five (5), Block One (1), GREENFIELD GARDENS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 20 of Maps, page 21.

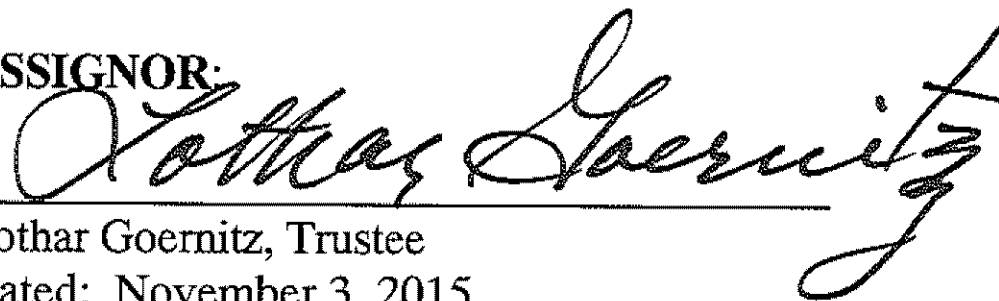
**ALLONGE TO PROMISSORY NOTE**

This Allonge to Promissory Note (“**Allonge**”) is made a part of that certain Promissory Note payable to Community Services of Arizona, Inc. in the original principal amount of \$1,543.41, made by Alfredo Alvarez and Maria L. Rios , and dated December 9, 1996 (“**Note**”) and is executed by Lothar Goernitz, Trustee (“**Assignor**”) and is made in accordance with the Notice of Auction filed with the Bankruptcy Court on October 1, 2015, and subsequent auction sale of the Estate’s interest in the Note, such auction held on October 30, 2015 in the matter of In re Community Services of Arizona, Inc., Bankruptcy Estate, pending in the United States Bankruptcy Court for the District of Arizona, Bankruptcy Case No. 2:15-bk-06199-GBN “as/is” “where/is” without warranties or guarantees, express or implied, and WITHOUT RECOURSE.

Pay to the Order of:

React Financial, LLC, an Arizona Limited Liability Company  
its successors and/or assigns  
c/o Albert Schillinger  
10632 N. Scottsdale Road, B-466  
Scottsdale, AZ 85254

ASSIGNOR:



Lothar Goernitz, Trustee

Dated: November 3, 2015

## PROMISSORY NOTE

Principal Amount:

Chandler, Arizona

\$1,453.41

December 9,  
1996

For value received, Alfredo Alvarez and Maria L. Rios whose address is 2715 N. Greenfield Rd., Phoenix, AZ 85006 hereinafter referred to as the "Maker", promises to pay to the order of Human Action for Chandler, also known as Coordinated Community Services of Arizona, an Arizona non-profit organization, Chandler, Arizona (hereinafter referred to as "Holders"), in lawful money of the United States the principal sum of One thousand four hundred fifty three & 41/100's Dollars (\$1,453.41), without interest.

The unpaid principal balance of the Note shall be repaid or reduced as is described below:

1) So long as Maker is not in default and shall occupy the real property (hereinafter "Home") which is the subject of the Land Use Restriction Agreement securing this Note as Maker's principal place of residence (as defined below), no payments of principal shall be made by Maker to Holders. If Maker is husband and wife, occupants shall be deemed to include the survivor should either spouse die, or the parties' marriage be dissolved.

2) The amount of the unpaid principal balance shall be due and payable upon the following terms and conditions:

a) In the event of default and Holder's election to declare the unpaid principal balance immediately due and payable, Maker shall immediately without demand pay to Holders the unpaid principal balance.

b) In the event of sale, conveyance, or alienation of the Home or any part thereof voluntarily or involuntarily which is of such a nature that, pursuant to the terms of the Land Use Restriction Agreement securing this Note, Holders are entitled to declare this Note immediately due and payable. In any such event, and upon Holder's election, the unpaid principal balance shall be immediately due and payable by Maker without any demand or other act of Holders.

c) Maker shall, for any reason, cease to occupy the Home as his/her principal place of residence. In the event that: 1) Maker(s) shall, during any calendar year, physically and personally not live and not sleep each night in the Home for at least 270 days and nights during any such year; or 2) Maker shall lease or rent the Home to any person or entity (other than to Maker's or Maker's spouses' natural or legally adopted parents or children); then Maker shall not be regarded as occupying the Home as his/her principal place of residence and shall be in default of this note. Should there be any disagreement between Maker and Holders regarding the occurrence of any of the events set forth in the paragraph, Holders shall decide, in its sole and exclusive judgment, if such an event of default has occurred, and its decision shall be binding so long as such decision is not arbitrary and capricious.

Each and every payment made hereunder shall be applied to costs, expenses, fees, and the principal amount hereof in such order and in such amounts as Holders shall determine in their sole and absolute discretion.

Upon the occurrence of any of the following or any other default by Maker and on the election of Holders, all obligations hereunder shall become immediately due and payable, and all unpaid principal shall be deemed accelerated, without presentment for payment, diligence, grace, exhibition of this Note, protest, further demand or notice of any kind, all of which are hereby expressly waived (and failure to exercise this option shall not constitute a waiver of the right to exercise the option with respect to any subsequent occurrence of the following): 1) Any sum owing hereunder or under a Deed of Trust or other Agreement is not paid as agreed; 2) Any petition or application for a custodian, as defined by Title 11, United States Code (the Bankruptcy Code) is filed, or any petition or form of relief under any provision of the Bankruptcy code or any other law pertaining to reorganization, insolvency or readjustment of debts is filed or requested by or against the Maker, their respective assets or affairs; 3) The Maker makes an assignment for the benefit of creditors, is not paying any debts (including any other debts payable to Holders or payable to any other party), taxes, and all obligations whatsoever of the Maker as they become due, or is granted an order for relief under any chapter of the Bankruptcy Code; 4) A custodian or trustee as defined by the Bankruptcy code, takes charge of any property of any of the Maker(s); 5) Garnishment, attachment, levy or execution is issued against any of the property or effects of any of the Maker(s); 6) There is any default or breach of any representation, warranty, term, provision or covenant by the Maker under this Note, any related agreement, any Deed of Trust, security agreement, or note whatsoever, whether related to this Note or not, creating obligations of the Maker in favor of the Holders; 7) Any event or occurrence in relation to the performance of any of the obligations in any agreements related to the transaction which shall in Holders judgment cause Holders to reasonably believe that the security, or value thereof, for the Loan represented by Note is, or shall be, jeopardized, or that the Maker shall not perform any material obligation under their Note or related agreements; 8) The Maker sells, assigns, conveys, or otherwise encumbers the Property or such Property is transferred by will, devise or other operation of law; 9) The Maker fails to maintain the property as Maker's Principal Place of Residence (as defined herein). The Maker represents and warrants to the Holders that none of the occurrences specified in the immediately preceding paragraph exists or is threatened as of the date of this Note.

Time is of the essence of each and every term of this Note. This Note can be prepaid in whole or in part at any time without prepayment penalty. This Note shall be governed and construed in accordance with the laws of the State of Arizona, except to the extent that such laws are preempted by Federal law or regulation, in which case such Federal law or regulation shall govern.

The Maker (and said surety or guarantor) hereby agrees: 1) to any and all extensions and renewals hereof, from time to time, without notice, and that no such extension or renewal shall constitute or be deemed a release of any obligation of any of the Maker(s) to Holders hereof; 2) That the acceptance by Holders hereof of any performance which does not comply strictly with the terms hereof shall not be deemed to be a waiver or bar of any right of said Holders, nor a release of any obligation of the Maker to Holders hereof; 3) To offsets of any sums or property owed to them or any of them by Holders hereof at any time; 4) To pay Holders without demand any and all costs, expenses and fees incurred before, after or irrespective of whether suit is commenced. For purposes of this Note, costs, expenses and fees shall also include, by way of illustration and not of limitation, all attorneys' fees, costs and expenses payable under the Land Use Restriction Agreement or incurred as a result of a filing by or against the Maker (or any said surety or guarantor) of any proceeding under any chapter of the Bankruptcy Code, or any similar state or Federal law relating to Bankruptcy, insolvency or receivership. In the event suit is brought to enforce payment hereof, such costs, expenses and fees and all other issues in such suit shall be determined by a court sitting without a jury.

THIS NOTE IS A NON RECOURSE NOTE, SO THAT IN THE EVENT OF ANY DEFAULT, THE HOLDERS' SOLE REMEDY SHALL BE TO ENFORCE THE LAND USE RESTRICTION AGREEMENT AND REALIZE ON THE SECURITY THROUGH JUDICIAL FORECLOSURE, POWER OF SALE OR OTHER LAWFUL MEANS OF ENFORCING AGAINST THE SECURITY. HOWEVER, NO DEFICIENCY JUDGMENT SHALL BE TAKEN AGAINST MAKER.

This Note is secured by a Land Use Restriction Agreement of even date herewith on certain real property located in Maricopa County, Arizona, and described as Lot Five (5), Block One (1), GREENFIELD GARDENS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 20 of Maps, page 21. The Maker acknowledges and warrants that the Loan is made for family or household purposes only and not for business or investment purposes.

December 9, 1996

*Alfredo Alvarez* 120996

*Maria L. Rios* 120969