# Yavapai Title Agency, Inc.

580 E Wilcox Dr., Sierra Vista, AZ 85635 (520) 459-4100 Fax: (520) 458-7248

Date: 04/28/17

TONY B. & ANGELA A. MCLEAN 8893 S. CALLE DEL MEDIA MOHAVE VALLEY, AZ 86440

RE:

Account 08017948

Payor: TONY B. & ANGELA A.

MCLEAN

Payee: JOHN & DIANN ERCEG

Dear TONY B. & ANGELA A. MCLEAN:

Enclosed please find the following documents pertaining to the above mentioned paid account:

- ☑ Note marked "paid in full".
- ☑ Recorded Deed of Trust marked "paid in full".
- ☑ Recorded Deed of Release and Full Reconveyance.

It has been a pleasure to service your account and we hope that in the future, should you have any account servicing, escrow, or title needs you will give us a call.

Thank you for the opportunity to service your account.

Sincerely,

April Garrison

Account Servicing Representative

and G

enclosure

at the request of Yavapai Title Agency, Inc.

When recorded mail to Yavapai Title Agency, Inc. Account Servicing Department P.O. Box 1900 Sierra Vista, AZ 85636-1900 08017948-KTM



SPACE ABOVE THIS LINE FOR RECORDER'S USE

Tax Code: 302-17-381A

DEED OF TRUST AND ASSIGNMENT OF RENTS

Date: May 7, 2014

TRUSTOR:

Tony B. McLean and Angela A. McLean, Husband and Wife, as Community Property with Right of Survivorship

whose mailing address is 8893 S. Calle Del Media , Mohave Valley, AZ 86440

TRUSTEE:

Yavapai Title Agency, Inc., an Arizona corporation

whose mailing address is P. O. Box 1900 Sierra Vista, Arizona  $\,$ 85636-1900  $^{\text{By}}$ :

**BENEFICIARY:** 

John Erceg and Diann Erceg, Husband and Wife, as Community Property with Right of Survivorship

whose mailing address is PO Box 2558, Chino Valley, AZ 86323

Property situated in the County of Yavapai, State of Arizona, as described as follows:

See Exhibit A attached hereto and made a part hereof.

Together with all buildings, improvements and fixtures thereon or hereinafter erected thereon.

Street address if any, or identifiable location of this property:

28 off of Prairie Dog, Ashfork, AZ 86320

THIS DEED OF TRUST, made on the above date by, between and among the TRUSTOR, TRUSTEE and BENEFICIARY above named.

WITNESSETH: That Trustor hereby irrevocably grants, conveys, transfers and assigns to the Trustee in Trust, with Power of Sale, the above described real property (the Trust Property), together with leases, rents, issues, profits, or income therefrom (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:

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

#### FOR THE PURPOSE OF SECURING:

- A. Payment of the indebtedness in the principal sum of \$12,000.00 evidenced by a Promissory Note or Notes of even date herewith, and any extension or renewal thereof, executed by Trustor in favor of Beneficiary or order.
- B. 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 a Deed of Trust.
- C. Performance of each agreement of Trustor herein contained.

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

- 1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violations of law; and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- 2. To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of 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 or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.
- 3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.
- 4. To pay, before delinquent, all taxes and assessments affecting said property; when due, all encumbrances, charges, and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; 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.

Should Trustor fail to make any payment or to do any act as herein provided, then 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; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; 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.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Deed of Trust or at the legal rate if it secures a contract or contracts other than a promissory note or notes. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on said premises or immediately due and payable at option of Beneficiary or Trustee.

#### 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 therefor and the ownership thereof subject to this Deed of Trust), and upon receipt of such moneys 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. That at any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note(s) for endorsement, and without liability therefor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and 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 of the property affected by the Trustee's action be credited on the indebtedness, the Trustee may: (a) release and reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance, or charge hereof.
- 9. That 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 upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
- 10. That 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 to 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 any 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, 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 any indebtedness secured hereby, and in such order as Beneficiary

may determine. The entering upon and taking possession of said property, the collection of such property income, and the application thereof as aforesaid, shall not cure or waive any default or notice of Trustee's sale 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, subject to the statutory rights of reinstatement, the 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 deficiency judgment for any balance due hereunder.

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 him hereunder and at law or in equity. All rights and remedies shall be cumulative.

- 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 to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assignees. 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. That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a 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 action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any notice of Trustee's sale hereunder be mailed to him at his address hereinbefore set forth.

15. In the event Trustor conveys title to the subject property, or conveys title to any portion thereof or interest therein, or in the event title to this property, or any portion thereof or interest therein, is vested in any person or entity other than the Trustor herein without the written consent of Beneficiary, all sums secured hereby shall become due and payable without regard to the adequacy or inadequacy of the security or solvency or insolvency of Trustor.

Trustor
Tony B. McLean  Molh Amgela A. McLean
State of Arizona } } ss. County of Yavapai }
The foregoing instrument was acknowledged before me this
THIS NOTARY CERTIFICATE IS TO BE ATTACHED TO: Deed of Trust and Assignment of Rents  Date of Document: May 7, 2014 / Consisting of 6 pages  Parties to Document:  Tony B. McLean and Angela A. McLean  John Erceg and Diann Erceg
ACCEPTED AND APPROVED  Beneficiary  Beneficiary  SIGNED IN  COUNTERPART  COUNTERPART
John Erreg

Trustor

Trustor

# SIGNED IN COUNTERPART

SIGNED IN COUNTERPART

Tony B. McLean An	Angela A. McLean	
State of Arizona } } ss. County of Yavapai }	SIGNED IN COUNTERPART	
he foregoing instrument was acknowledged before me thony B. McLean and Angela A. McLean.	this <u>day of</u> , 20, by	
	SIGNED IN COUNTERPART	
	NOTARY PUBLIC	
	My commission expires:	
THIS NOTARY CERTIFICATE IS TO BE ATTACHED TO: Date of Document: May 7, 2014 / Consisting of 6 page Parties to Document:  Tony B. McLean and Angela A. McLean  John Erceg and Diann Erceg		
ACCEPTED AND APPROVED		
Beneficiary	Beneficiary	
John Erceg Di	Kunn ann Erceg	

# ACCEPTANCE OF COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP

(Deed of Trust)

John Erceg and Diann Erceg, Husband and Wife, as Community Property with Right of Survivorship, each being first duly sworn upon oath each for himself or herself and jointly but not one for the other deposes and says:

THAT I am one of the Beneficiaries named in that certain Deed of Trust attached hereto and which is dated May 7, 2014, and executed by Tony B. McLean and Angela A. McLean, Husband and Wife, as Community Property with Right of Survivorship, as Trustors, to John Erceg and Diann Erceg, Husband and Wife, as Community Property with Right of Survivorship, as Beneficiaries, and which conveys certain premises described as:

See Exhibit A attached hereto and made a part hereof.

to the Beneficiaries named therein, not as Tenants in Common, nor as a Community Property Estate, nor as Joint Tenants with Right of Survivorship, but as Community Property with Right of Survivorship.

THAT each of us individually and jointly as Beneficiaries hereby assert and affirm that it is our intention to accept said conveyance as Community Property with Right of Survivorship and to acquire any interest we may have in said premises under the terms of said Deed of Trust as Community Property with Right of Survivorship.

DATED this May 7, 2014

John Erceg

State of Arizona
} ss.

County of Yavapai
}

The foregoing instrument was acknowledged before me this <u>7 day of</u> John Erceg and Diann Erceg.

OFFICIAL SEAL
KATHLEEN K. MOUNTAIN
MOTARY PUBLIC - STATE OF ARIZONA
YAVAPAI COUNTY
My Corra, Explass June 24, 2015

NOTARY PUBLIC

My commission expires: 6-24-15

Tax Code: 302-17-381A

#### Exhibit A

All That Portion of Parcel 28, ARIZONA'S JUNIPERWOOD RANCH, UNIT 12, according to the Result of Survey recorded in Book 5 of Land Surveys, page 28, Yavapai County, Arizona, lying within Section 30, Township 21 North, Range 3 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being more particularly described as follows:

BEGINNING at the Northeast corner of Parcel 28 of said Unit 12;

Thence along the East line of said Parcel 28, South 00°27′23" East, a distance of 653.32 feet;

Thence South 89°57'08" West, a distance of 664.45 feet;

Thence north 00°17′54" West, a distance of 659.19 feet to a point on the North line of said Parcel 28;

Thence along said North line, South 89°32′21″ East, a distance of 662.72 feet to the TRUE POINT OF BEGINNING.

EXCEPTING the water holes as conveyed by Deed recorded on February 8, 1977 in Book 1057 of Official Records, pages 404 to 410, Yavapai County, Arizona.

AND EXCEPTING a non-exclusive right of way and easement for ingress and egress, for roadway and public utility purposes on, over, along and across all easements shown on the recorded Result of Survey as set forth hereinabove, which non-exclusive right of way and easement for roadway and public utility purposes shall be appurtenant to all lands formerly, presently or hereafter owned by Grantor in Townships 19, 20, 21 and 22 North, Ranges 1, 2, 3 and 4 West of the Gila and Salt River Base and Meridian, Yavapai and Coconino Counties, State of Arizona, and shall run with the title to such land formerly, presently or hereafter owned by Grantor, or any part or portion thereof.

AND EXCEPTING an undivided fifty percent (50%) interest in and to all minerals of every kind and character, inclusive of, but not limited to gas, oil, and other hydrocarbon substances, uranium, and any and all other fissionable materials and rights.

AND EXCEPTING all range use and grazing rights, with the right to use and possession of said parcel for pasturage and grazing purposes, until the Grantee, his heirs or assigns shall enclose all of said Parcel by erecting a good and substantial fence along the inside lines of the roadway and public utility easement above described.

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### PROMISSORY NOTE SECURED BY DEED OF TRUST

\$12,000.00	Prescott, AZ 86301	Date: May 7, 2014	
FOR VALUE RECEIVED, Tony B. McLean and Angela A. M	Actean. Husband and Wife as C	ommunity Property with Right of	
Survivorship		PAID IN FULL	
PROMISE TO PAY TO John Erceg and Diann Erceg, Husba	nd and Wife, as Community Prope	Yavapai Title Agericy, Inc. tywith Right of Surridorship law	held
OR ORDER, AT Yavapai Title Agency	y Inc., PO Box 1900, Sierra Vista, A	zD85636=1900 2/2/17	
THE SUM OF TWELVE THOUSAND A	AND 00/100 D	OLLARS PAYABLE AS FOLLOWS:	
Payable in monthly installments of beginning 06/13/2014 unpaid principal at the rate of 59 escrow), payable monthly, the interbalance to be applied upon the principal and the	(30 days from close by per annum from 05/13/210 rest to be first deducted from the res	of escrow), with interest on all (close of	

IN ADDITION to the monthly installments required hereunder, Payor agrees to pay an amount equal to 1/12<sup>th</sup> of the annual taxes. Said taxes are to be paid to Yavapai Title Agency, Inc. as Account Servicing Agent, the Payor shall pay to Yavapai Title Agency, Inc., at the same time as the payment for principal and interest is paid, an additional sum equal to the sum required to be paid into the reserve account held by Yavapai Title Agency, Inc. for payment of taxes. The regular payment of principal and interest and the reserve account shall be paid simultaneously, and neither payment shall be accepted without all the payments being paid simultaneously.

The Payor/Trustor may prepay all amounts due hereunder in full or in part, at any time without prepayment penalty.

A late charge of \$35.00 shall be due if any payment is not received by Yavapai Title Agency, Inc. within 10 days after payment due date. It is understood and agreed that, in the event the required late fee does not accompany a late payment, said unpaid late fee shall accumulate as a separate balance that shall not accrue interest. Any unpaid accrued late charges, if not sooner paid, will have to be paid prior to the release of the lien against subject property.

In addition to the late charge provided for herein, if payments are at least 30 days past due then the principal balance shall bear interest at a default rate of 5% higher than the interest rate of the carryback as stated herein. Said default rate shall begin on the 31st day following the due date of the payments until payments are brought current. Payment(s) shall first be applied to accrued interest and late fees. It is further agreed that the default interest penalty is only applicable in the event of a declared default, i.e., foreclosure/forfeiture proceeding initiated by Beneficiary. Said default interest penalty to be paid at the time of reinstatement.

In the event the Payor convey(s) title to the property which is the security for this Note, or conveys title to any portion thereof or interest therein; or in the event title to the subject property, or any portion thereof or interest therein, is vested in any person or entity other than the undersigned without the

08017948 - Promissory Note - Page 1 of 2

#### DO NOT DESTROY THIS NOTE

Do Not Destroy this original Note: When paid, this original note, together with the Deed of Trust securing same must be surrendered to Trustee for Cancellation and retention before reconveyance will be made.

written consent of the Payee of this Note, the entire unpaid principal and accrued interest shall be immediately due and payable.

SHOULD DEFAULT BE MADE in the payment of any installment when due, the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this Note, with interest from date of such default on the entire unpaid principal and accrued interest.

Principal and interest payable in lawful money of the United States of America.

Should suit be brought to recover on this Note, the undersigned, jointly and severally, promise(s) to pay, in addition to the amount found due hereunder, all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

This note is secured by a Deed of Trust upon real property.

This note shall be binding upon and shall be the joint and several obligation of all makers, sureties, guarantors, endorsers and their successors and assigns, all of whom waive presentment, notice of dishonor and protest.

Tony B. McLean

ACCEPTED AND APPROVED:

John Erceg

**Diann Erceg** 

## PROMISSORY NOTE SECURED BY DEED OF TRUST

\$12,000.00	Prescott, AZ 86301	Date: May 7, 2014				
FOR VALUE RECEIVED, Tony B. McLean and Angela A. McLean, Survivorship	Husband and Wife, as	S Community Property with Right of PAID IN FULL				
PROMISE TO PAY TO  John Erceg and Diann Erceg, Husband and Wife, as Community Property with Right of Survivorship  OR ORDER, AT Yavapai Title Agency Inc., PO Box 1900, Sierra Vista, AZ 85636-1900						
OR ORDER, AT Yavapai Title Agency Inc., PO Box 1900, Sierra Vista, AZ 85636-1900						
THE SUM OF TWELVE THOUSAND AND 00/		DOLLARS PAYABLE AS FOLLOWS:				

IN ADDITION to the monthly installments required hereunder, Payor agrees to pay an amount equal to  $1/12^{\text{th}}$  of the annual taxes. Said taxes are to be paid to Yavapai Title Agency, Inc. as Account Servicing Agent, the Payor shall pay to Yavapai Title Agency, Inc., at the same time as the payment for principal and interest is paid, an additional sum equal to the sum required to be paid into the reserve account held by Yavapai Title Agency, Inc. for payment of taxes. The regular payment of principal and interest and

Payable in monthly installments of \$276.35 or more on or before the same day of every month,

escrow), payable monthly, the interest to be first deducted from the regular monthly installments and the

(30 days from close of escrow), with interest on all

the reserve account shall be paid simultaneously, and neither payment shall be accepted without all the payments being paid simultaneously.

beginning 06/13/2014

unpaid principal at the rate of 5% per annum from 05/13/2014

The Payor/Trustor may prepay all amounts due hereunder in full or in part, at any time without prepayment penalty.

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08017948 - Promissory Note - Page 1 of 2

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Principal and interest payable in lawful money of the United States of America.

Should suit be brought to recover on this Note, the undersigned, jointly and severally, promise(s) to pay, in addition to the amount found due hereunder, all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

This note is secured by a Deed of Trust upon real property.

This note shall be binding upon and shall be the joint and several obligation of all makers, sureties, guarantors, endorsers and their successors and assigns, all of whom waive presentment, notice of dishonor and protest.

Tony B. McLean	Angela A. McLean
ACCEPTED AND APPROVED:	
11.6	Kunn Tr
Jøhn Erceg	Diann Erceg

2017-0019715 DOR eRecorded in Yavapai County, AZ Page 1 of 1 Leslie M. Hoffman Recorder 04/21/2017 12:45:07 PM YAVAPAI TITLE Fees: \$10.00

When recorded Mail to:

Yavapai Title Agency Attention: Account Servicing P. O. Box 1900 Sierra Vista, AZ 85636

Acct # 08017948

#### DEED OF RELEASE AND FULL RECONVEYANCE

WHEREAS, the indebtedness secured by the Deed of Trust EXECUTED by TONY B. MCLEAN AND ANGELA A. MCLEAN, HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP as Trustor(S).

TO YAVAPAI TITLE AGENCY, INC. An Arizona Corporation, as Trustee

dated MAY 7, 2014 and recorded MAY 13, 2014 in Book/Docket 2014-0021492 page N/A of Official Records in the office of the County Recorder of YAVAPAI County, State of Arizona, has been fully paid.

NOW, THEREFORE, the present Trustee (s) under said Deed of Trust do(es) hereby release and reconvey, without covenant or warranty, express or implied, unto the parties legally entitled thereto all right, title and interest which was herefore acquired by said Trustee (s) under said Deed of Trust.

Dated this 7<sup>TH</sup> DAY OF FEBRUARY, 2017

YAVAPAI TITLE AGENCY INC.,

an Arizona Corporation

STATE OF ARIZONA

SS.

COUNTY OF COCHISE

This instrument was acknowledged before me this 13th day of Fe Miller as Vice President of YAVAPAI TITLE AGENCY INC., an Arizona Corporation, on behalf of the corporation, as Trustee.

My commission will expire:



When recorded Mail to:

Attention: Account Servicing Fold Co. P. O. Box 1900
Sierra Vista, AZ 85636

D 2017-005715-00R
County VAVAAR
Date/Time 4-21-17 12:45/Ah
UNINI PROPERTY P

Acct # 08017948

#### DEED OF RELEASE AND FULL RECONVEYANCE

WHEREAS, the indebtedness secured by the Deed of Trust EXECUTED by <u>TONY B. MCLEAN AND ANGELA A. MCLEAN, HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP</u> as Trustor(S).

TO YAVAPAI TITLE AGENCY, INC. An Arizona Corporation, as Trustee

dated MAY 7, 2014 and recorded MAY 13, 2014 in Book/Docket 2014-0021492 page N/A of Official Records in the office of the County Recorder of YAVAPAI County, State of Arizona, has been fully paid.

NOW, THEREFORE, the present Trustee (s) under said Deed of Trust do(es) hereby release and reconvey, without covenant or warranty, express or implied, unto the parties legally entitled thereto all right, title and interest which was herefore acquired by said Trustee (s) under said Deed of Trust.

Dated this 7<sup>TH</sup> DAY OF FEBRUARY, 2017

YAVAPAI TITLE AGENCY INC.,

an Arizona Corporation

By: Linda Miller, Vice President

STATE OF ARIZONA

SS.

COUNTY OF COCHISE

This instrument was acknowledged before me this day of February 2017 by Linda Miller as Vice President of YAVAPAI TITLE AGENCY INC., an Arizona Corporation, on behalf of the corporation, as Trustee.

Notary Public

My commission will expire:

