

Lawyers Title of Arizona, Inc.

4677 S Lakeshore Dr, Suite C9, Tempe, AZ 85282

Phone: (480)897-8488 | Fax: (480)897-8522

FINAL REFINANCE STATEMENT

Settlement Date: December 16, 2022

Disbursement Date: December 16, 2022

Escrow Number: LTLAK2200235

Escrow Officer: Laura Radmer

Email: LRadmer@ltic.com

Borrower: Nektarios Brokalakis

2748 E. Hale St.

Mesa, AZ 85213

Property: 536 N Hall

Mesa, AZ 85203-7490

Ko Ko Palms 2 Lot 66 Ex Sely 56' & Also Lot 67 Ex N 74'

Lender: AZDOT Income 18 LLC

2028 E. Gondola Ln.

Gilbert, AZ 85234

		\$	DEBITS	\$	CREDITS
FINANCIAL CONSIDERATION					
Loan Amount					150,000.00
NEW LOAN CHARGES - AZDOT Income 18 LLC					
Total Loan Charges: \$5,900.00					
Processing Fee	Mortgage Pros		700.00		
Underwriting Fee	AZDOT Income 18 LLC		3,000.00		
Originatoin fee	AZDOT Income 18 LLC		1,500.00		
Prepaid Interest			700.00		
\$43.75 per day from 12/16/22 to 01/01/23					
AZDOT Income 18 LLC					
TITLE & ESCROW CHARGES					
ALTA 9-06 - Restrictions, Encroachments, Minerals	Lawyers Title of Arizona, Inc.		0.00		
Title - Closing Protection Letter Fee	Lawyers Title of Arizona, Inc.		25.00		
Title - Recording Fees - Recording Service Fee	Lawyers Title of Arizona, Inc.		100.00		
Title - Escrow Fee	Lawyers Title of Arizona, Inc.		350.00		
Title - Lender's Title Insurance	Lawyers Title of Arizona, Inc.		360.00		
Policies to be issued:					
Loan Policy					
Coverage: \$150,000.00 Premium: \$360.00 Version: ALTA Loan Policy 2021					
MISCELLANEOUS CHARGES					
Acct Serv set up	Weststar Pacific Mortgage Corporation		125.00		
Subtotals			6,860.00		150,000.00
Balance Due TO Borrower			143,140.00		
TOTALS			150,000.00		150,000.00

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.



Lawyers Title of Arizona, Inc.
Settlement Agent

RECORDING REQUESTED BY:
Lawyers Title of Arizona, Inc.

WHEN RECORDED MAIL TO:
AZDOTINCOME 18 LLC
2028 E. Gondola Ln
Gilbert, AZ 85234

1tlak2200235-5-1-1--
Hoyp

Escrow No.: LTLAK2200235-LR

Space above this line for Recorder's Use

DEED OF TRUST

Date: December 6, 2022

Trustor: Nektarios Brokalakis, an unmarried man

Whose Address is: 536 N Hall, Mesa, AZ 85203-7490

Beneficiary: AZDOT INCOME 18, LLC

Whose Address is: 2028 E. Gondola Ln, Gilbert AZ 85234

Trustee: Lawyers Title of Arizona, Inc.

Whose Address is: 4677 S Lakeshore Dr, Suite C9, Tempe, AZ 85282

Property in Maricopa County, State of Arizona, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

together with all buildings, improvements and fixtures on the Property (collectively, the "Property").

Due on Sale: The unpaid balance, including accrued interest, fees and penalties, is immediately due and payable in the event that the Premises is sold, transferred, or conveyed in any manner, unless otherwise prohibited by law.

THIS DEED OF TRUST is entered into by the Trustor, Trustee and Beneficiary. Trustor irrevocably grants and conveys to Trustee in Trust, with Power of Sale, the Property, together with leases, rents, issues, profits, or income generated by the Property (collectively, the "Property Income"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary to collect and apply the Property Income; AND SUBJECT TO existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way, and easement of record.

This Deed of Trust has been granted to secure: 1) performance of each agreement of Trustor contained in this Deed of Trust; 2) payment of the indebtedness evidenced by the promissory note or notes of this date, and any extensions or renewals of the notes, in the principal sum of One Hundred Fifty Thousand And No/100 Dollars (\$150,000.00) executed by Trustor in favor of Beneficiary or order; and 3) payment of additional sums and interest on these additional sums which may be loaned to Trustor, or Trustor's successors or assigns, after the date of this Deed of Trust 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. To keep the Property in good condition and repair; not to remove or demolish any building on the Property; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed on the Property and to pay when due all claims for labor performed and materials furnished in connection with the Property; to comply with all laws affecting the Property or requiring any alterations or improvements to be made on the Property; not to commit or permit waste of the Property; not to commit, suffer or permit any act upon the Property in violation of law; any specific enumerations in this Deed of Trust not excluding the general.

RECORDING REQUESTED BY:
Lawyers Title of Arizona, Inc.

WHEN RECORDED MAIL TO:
AZDOTINCOME 18 LLC
2028 E. Gondola Ln
Gilbert, AZ 85234

Escrow No.: LTLAK2200235-LR

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DEED OF TRUST

(continued)

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 by this Deed of Trust in any order as Beneficiary may determine, or at the option of Beneficiary, the entire amount or any part of any insurance proceeds may be released to Trustor. Any application or release of insurance proceeds will not cure or waive any default or notice of trustee's sale under this Deed of Trust or invalidate any act done pursuant to the notice.
3. To appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; including the cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
4. To pay, before delinquent, all taxes, assessments, encumbrances and liens affecting the Property, with interest, that appear to be prior or superior to this Deed of Trust, and all costs, fees and expenses of this Trust, including without limitation 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 the obligations secured by this Deed of Trust.

If Trustor fails to make any payment or do any act required by this Deed of Trust, Beneficiary or Trustee may (but are not obligated to) make the payment or perform the act without further notice to or demand of Trustor and Beneficiary's or Trustee's payment or action does not release Trustor from Trustor's obligations under this Deed of Trust. Beneficiary and Trustee are authorized to enter upon the Property to take any action required of Trustor; to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; and to pay, purchase, contest or compromise any encumbrance, charge or lien which appears to be prior or superior to this Deed of Trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions of this Deed of Trust, including reasonable attorneys' fees, together with interest from the date of expenditure at the greater of the rate provided for in the note secured by this Deed of Trust or the highest legal rate. Any amounts paid by Beneficiary or Trustee will become part of the debt secured by this Deed of Trust and a lien on the Property 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 governmental taking, for injury to the Property by reason of public use, or for damages for private trespass or injury to the Property, is assigned and will be paid to Beneficiary as further security for all obligations secured by this Deed of Trust. Beneficiary may hold these damages as further security or apply or release them in the same manner and with the same effect as provided for disposition of proceeds of fire or other insurance in Section 2 of this Deed of Trust. Trustor retains the right to sue for the damages set forth in this Section.
7. That time is of the essence of this Deed of Trust, and that by accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive Beneficiary's right either to require prompt payment when due of all other sums secured by this Deed of Trust or to declare default for untimely payment.
8. That at any time, without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the secured note(s) for endorsement, Trustee may: (a) release and reconvey all or any part of the Property; (b) consent to the making and/or recording of any map or plat of the Property or any part of the Property; (c) join in granting any easement on the Property; or (d) join in or consent to any extension agreement or any agreement subordinating the lien or encumbrance of this Deed of Trust. Trustee's actions pursuant to this Section are taken without liability to Trustee and will not affect the personal liability of any person for payment of the indebtedness secured by this Deed of Trust or the encumbrance by this Deed of Trust on all Property remaining subject to this Deed of Trust. No sum representing the value of any portion of the Property that is affected by the Trustee's action must be credited on the indebtedness secured by the Deed of Trust unless the sum is received by Trustee.

DEED OF TRUST

(continued)

9. That upon written request of Beneficiary stating that all sums secured by this Deed of Trust have been paid, and upon surrender of this Deed of Trust and all note(s) to Trustee for cancellation and retention, and upon payment of its fees, Trustee will release and reconvey, without covenant or warranty, express or implied, the Property then encumbered by the Deed of Trust. The recitals in this reconveyance of any matters or facts shall be conclusive proof of their truthfulness. The Grantee in this reconveyance may be described as "the person or persons legally entitled thereto".
10. That as additional security for payment and performance of the obligations secured by this Deed of Trust, Trustor gives Beneficiary the right, power and authority to collect all income generated by the Property at any time that Trustor is in default in payment of any indebtedness secured by this Deed of Trust or in performance of any other provision of this Deed of Trust. When Trustor is in default, Beneficiary may enter upon and take possession of the Property or any part of the Property, without notice to Trustor, and may sue for or otherwise collect any income generated by the Property, including past due and unpaid rents. Beneficiary may apply the income actually collected, less costs and expenses of collection, including reasonable attorney's fees, upon any indebtedness secured by this Deed of Trust in any order Beneficiary may determine. None of the actions taken by Beneficiary pursuant to this Section 10 will cure or waive any default or notice of trustee's sale under this Deed of Trust or invalidate any act done pursuant to notice of trustee's sale.
11. That upon default by Trustor in payment of any indebtedness secured by this Deed of Trust or in performance of any provision of this Deed of Trust, Beneficiary may declare all sums secured by this Deed of Trust immediately due and payable by delivering to Trustee a written declaration setting forth the Trustor's default and may demand that the Property be sold pursuant to a trustee's sale. Beneficiary will also deposit with Trustee this Deed of Trust and all note(s) and other documents evidencing expenditures secured by this Deed of Trust.
12. Trustee will record and give notice of trustee's sale in the manner required by law. Trustee will sell, in the manner required by law, the Property at public auction at the time and place fixed in the notice of trustee's sale to the highest bidder for 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 will deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. Any person, including Trustor, Trustee, or Beneficiary may purchase at the trustee's sale.
13. After deducting all costs, fees and expenses of Trustee and of this Trust, including the cost of evidence of title in connection with sale and reasonable attorney's fees of Trustee, Trustee will apply the proceeds of sale to payment of all sums then secured by this Deed of Trust including all other sums due under the terms of this Deed of Trust. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance remaining unsatisfied after application of the proceeds of the trustee's sale.
14. In lieu of sale pursuant to the power of sale conferred by this Deed of Trust, this Deed of Trust may be foreclosed in the manner provided by law for the foreclosure of mortgages on real property. Beneficiary also retains all other rights and remedies available to it at law or in equity. All rights and remedies are cumulative.
15. The Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee will, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers and duties. Trustee may resign by making or delivering notice of resignation to Beneficiary and Trustee.
16. That this Deed applies to, inures to the benefit of, and binds all parties to this Deed of Trust and their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary means the owner and holder of the note(s) secured by this Deed of Trust, whether or not named as Beneficiary in this Deed of Trust. Whenever this context requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

DEED OF TRUST

(continued)

17. Trustee is not obligated to notify any party to this Deed of Trust of a pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee are a party. Trustor requests that a copy of any notice of trustee's sale under this Deed of Trust be mailed to Trustor at the address set forth in the introductory section of this Deed of Trust.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

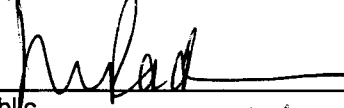

Nektarios Brokalakis

State of AZ

County of MARICOPA

On this 16 day of Dec, 2022 before me personally appeared Nektarios Brokalakis, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and whose name is subscribed to this document and who acknowledged that he/she signed the above/attached document in his or her authorized capacity(ies).

Witness my hand and seal


Notary Public

My Commission Expires: 6/24/24

(SEAL)



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 137-37-067B

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Lot 66, Except the Southerly 56 feet and Lot 67, Except the Northerly 74 feet of KOKO PALMS UNIT TWO, according to the Plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 103 of Maps, Page 10.

**DIRECT DEPOSIT REQUEST FORM**DATE: 12/6/2022CUSTOMER NAME: AZDOT Income 18, LLC

WESTSTAR ACCOUNT NUMBER: _____

DEPOSIT FUNDS TO:

BANK NAME: First Interstate BankABA ROUTING/TRANSIT NUMBER: 092901683BANK ACCOUNT NUMBER: 14598708CHECKING: ☒ SAVINGS: ☐

Please accept this letter as your authorization to electronically deposit proceeds from the above referenced collection account, I understand this service is provided as a convenience to me, and Weststar Pacific Mortgage (Weststar) shall have no responsibility for the bank's failure to make the deposit to my account, or for the bank's charges relating to the deposit. Weststar's liability is limited to the prompt deposit of funds. I understand it is my responsibility to inform Weststar of any monies deposited into my account by Weststar which are not due to me.

DocuSigned by:

A handwritten signature in cursive script that reads "James A. Rosebrough Jr." is written over a horizontal line. Below the signature, the text "Authorized Signature" is printed.
Authorized Signature

***Please include a voided check or printout from your bank showing the routing and account number. This will ensure accuracy when the prenote is sent to your bank.**

Lawyers Title of Arizona, Inc.

4677 S Lakeshore Dr, Suite C9, Tempe, AZ 85282
Phone: (480)897-8488 | Fax: (480)897-8522

ESTIMATED REFINANCE STATEMENT

Settlement Date: December 16, 2022

Disbursement Date: December 16, 2022

Escrow Number: LTLAK2200235

Escrow Officer: Laura Radmer

Email: LRadmer@ltic.com

Borrower: Nektarios Brokalakis
536 N Hall
Mesa, AZ 85203-7490

Property: 536 N Hall
Mesa, AZ 85203-7490
Ko Ko Palms 2 Lot 66 Ex Sely 56' & Also Lot 67 Ex N 74'

Lender: Loanatik LLC
4701 E Grandview Road
Phoenix, AZ 85032

		\$	DEBITS	\$	CREDITS
FINANCIAL CONSIDERATION					
Loan Amount					150,000.00
NEW LOAN CHARGES - Loanatik LLC					
Total Loan Charges: \$5,900.00					
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Underwriting Fee	Loanatik LLC		3,000.00		
Originatoin fee	Loanatik LLC		1,500.00		
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Subtotals			6,860.00		150,000.00
Balance Due TO Borrower			143,140.00		
TOTALS			150,000.00		150,000.00

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements to be made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BORROWER:

Nektarios Brokalakis

PROMISSORY NOTE

Nektarios Brokalakis 536 N Hall Mesa, AZ 85203 480-249-4622, nbrokalakis@azdot.com	Lender: AZDOT INCOME 18, LLC 2028 E Gondola Lane Gilbert, Arizona 85234 480-276-0805
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Principal Amount: \$[150,000]

Date of Note: [12-6-2022]

PROMISE TO PAY. **Nektarios Brokalakis**, (“Borrower”) promise(s) to pay to **AZDOT INCOME 18, LLC**, an Arizona limited liability company, (“Lender”), or order, in lawful money of the United States of America, the principal amount of [One Hundred Fifty Thousand Dollars] Dollars (\$[150,000]) or such much as may be outstanding together with interest on the unpaid outstanding principal balance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued and unpaid interest on [12-31-2025] (“Maturity Date”). In addition, Borrower will pay regular monthly payments of all accrued interest due as of each payment date, beginning [February 1st, 2023 @ \$1,312.50 Per Month+ any loan servicing fees or late fees], with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued interest; then to any late charges; then to any unpaid collection costs; and then to principal. Interest on this Note is computed on a 30/360 simple interest basis: that is, with the exception of odd days in the first payment period, monthly interest is calculated by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days is calculated on the basis of the actual days to the next full month and a 360-day year. Borrower will pay Lender at the address for Lender set forth above or at such other address as Lender may from time to time designate in writing.

INTEREST RATE. The interest rate on this Note shall be at a rate of [Ten & Half] percent ([10.50%]) per annum computed on a 360-day year. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to [25%] per annum. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

COLLATERAL. This Note is secured by that certain Deed of Trust and Assignment of Rents (“Deed of Trust”) of even date herewith, wherein Borrower is the Trustor, West Star Pacific Mortgage [2525 E Camelback Suite 1101 Phoenix AZ 85016] is the Trustee, and Lender is the Beneficiary.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Provided the lender has received a minimum of 3 months interest.

LATE CHARGE. Borrower shall pay Lender a late charge equal to \$[250] for any payment not received by [AZDOT INCOME 18, LLC] within [10] days of its due date. Borrower shall pay an additional \$[25] per day continuous for each day the borrow is not current or paid in full.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note, in any of the other Loan Documents, or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition in any other agreement between Lender and Borrower.

Default in favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, and the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceedings, in an

amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practicable.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. Borrower will also pay any court costs, in addition to all other sums provided by law.

LOAN DOCUMENTS. The Loan Documents are comprised of: this Note and the Deed of Trust.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by the laws of the State of Arizona without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Arizona.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Maricopa County, Arizona.

TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.

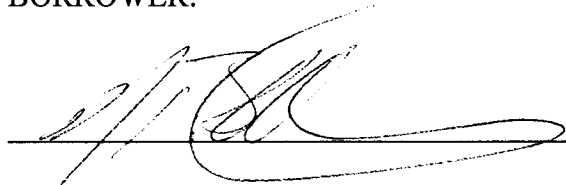
SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of the Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of the Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

A handwritten signature in black ink, appearing to be "J. J. [unclear]", written over a horizontal line.

CO-BORROWER:

A horizontal line for the CO-BORROWER to sign, with a small mark at the beginning.



AUTOMATIC WITHDRAWAL REQUEST FORM

DATE: 12/16/2022

CUSTOMER NAME: NICKTARIC BROKALAKIS

WESTSTAR ACCOUNT NUMBER: _____

BANK NAME: WELLS FARGO

ABA ROUTING: 121000248

BANK ACCOUNT NUMBER: 5050 510 774

CHECKING: ☒ SAVINGS: _____

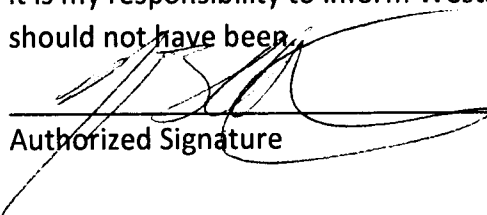
TRANSFER AMOUNT \$ 1325.60 DATE OF FIRST TRANSFER: MO 2/DAY 1/YR 2023

FREQUENCY OF TRANSFER: MONTHLY ☒ QUARTLY _____ ANNUALLY _____

BE AWARE, FUNDS WILL NEED TO BE IN THE BANK ACCOUNT THE BUSINESS DAY PRIOR TO THE DATE OF THE SCHEDULED POSTING AS THE DRAFTING PROCESS WILL BEGIN THE BUSINESS DAY BEFORE POSTING.

Please be advised if the date of transfer occurs on a weekend or holiday, the draft will take place on the business day prior to that date. Written requests to stop drafts must be received by Weststar at least three (3) business days prior to the scheduled draft.

Please accept this letter as your authorization to draft payments for the above referenced contract/collection account. A Voided check from bank account is attached. I understand this service is provided as a convenience to me. Weststar Pacific Mortgage (Weststar) shall have no responsibility for the bank's failure to make the draft from my account or for bank changes relating to the draft. Weststar's liability is limited to the prompt drafting of the amount of total payment due. I understand it is my responsibility to inform Weststar of any monies drafted from my account by Weststar which should not have been.


Authorized Signature

***Please include a voided check or printout from your bank showing the routing and account number. This will ensure accuracy when the prenote is sent to your bank.**



LOAN SERVICE INSTRUCTIONS
Weststar Pacific Mortgage

This is authorization to establish a Loan Service Account. We agree to the standard fees charged on this account. We herewith deposit with you the following and instruct you to disburse as herein directed.

ACCOUNT INFORMATION

Interest 10.50 %
P
Calculation Method required (P or D - refer to checklist for description)
1-1-2023 Interest Start date

Payment 2-1-2023 1st Due Date
12-31-2025 Balloon Date (Due in full)
137-37-067B APN or Parcel required if real property
B Who pays monthly service fees (B-Payor; S-Payee; SP-Split – refer to fee schedule)
\$ 1,312.50 Principal and Interest (or Lease) Amount (per pmnt)
\$ Impound Amount (per pmnt – if to be impounded by Weststar)
\$ 13.00 Monthly Payor Fee Estimate (subject to update by WPM)
\$ Wrap-around (Underlying) Lien Amount (if applicable)
\$ 1,325.50 TOTAL ESTIMATED PAYMENT AMOUNT

Impound Collection ☒ N/A ☐ Taxes ☐ Insurance ☐ HOA

Please note: Weststar collects and pays taxes and insurance in-house therefore we do not use a tax service.

Insurance Policy or Binder #
Address for Insurance Underwriter required (cannot be agent unless commercial property)
Home Owner’s Association Account #

Late Charge 250.00 \$ or % Late Fee
10 # of days allowed
Y-\$25-Daily Are there other late provisions such as \$ per day etc. (Y/N)
Yes Automatic Late Notice @ 15 days (Y/N) **additional Payor Fee of \$10

***Payor Initials: JB ***Beneficiary Initials: DS Jar
***Payor Initials: ***Beneficiary Initials:

CONTACT INFORMATION

Payor(s)

1st Payor Name: NIKTARIOS BROKALAKIS

Address : 2748 EAST HAWK ST.

City : MESA State : AZ Zip: 85213

SS# or TIN required : 600 - 89 - 5403

Birthdate required: 02/06/1971

Phone : (480) 228-6891

Primary email address : NBROKALAKIS@YAHOO.COM

2nd Payor Name if any :

Address :

City : State : Zip:

SS# or TIN required :

Birthdate required:

Phone :

Primary email address :

Lien Holder(s)

AZDOT Income 18, LLC

Beneficiary Name:

Address : 2028 E GONDOLA LANE

City : Gilbert State : AZ Zip: 85234

Phone : 480-276-0805

Primary SS# or TIN required : 83-1152291

Birthdate required:

Primary email address : JAMES.ROSEBROUGH@AZSFG.COM

Additional Beneficiary if any:

Address :

City : State : Zip:

Primary SS# or TIN required :

Birthdate required:

Phone :

Primary email address :

***Payor Initials [Signature] ***Payor Initials

***Beneficiary Initials [Signature] ***Beneficiary Initials

Underlying Lien Information (if applicable)

Lien Holder Name: _____

Address Required: _____

City : _____ State : _____ Zip: _____

Phone: _____ Acct/Loan # : _____

Next payment due: _____

Full Payment Amount: \$ _____ Are taxes and Insurance included in this loan? _____

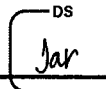
Property Type
Required

☒ Residential ☐ Commercial Property ☐ Vacant Land

SPECIAL INSTRUCTIONS

***Payor Initials:  _____

***Payor Initials: _____

***Beneficiary Initials:  _____

***Beneficiary Initials: _____

TERMS AND CONDITIONS GOVERNING LOAN SERVICING FOR ALL PARTIES

Weststar Pacific Mortgage agrees to act as a Loan Servicing Agent for the parties pursuant to this Loan Servicing Agreement. In accepting this Loan Service and designating Weststar as Loan Servicing Agent, the parties hereto mutually agree to this instruction sheet and the following terms and conditions.

1. The duties and responsibilities of Weststar are limited to those expressly set forth in this Agreement. Neither party shall have the right to change or modify the terms of this Agreement (except the Payee under the contract or note may change where their payment is disbursed by written notice to Weststar and the Payer under the contract or note may change where their payment is drafted from by written notice to Weststar) unless such change or modification is in writing and executed by all parties to the Loan Servicing Agreement.
2. Weststar shall not be responsible or liable: (i) for the sufficiency, accuracy, or correctness of the form, manner of execution, execution, or validity of any paper, instrument or document deposited hereunder, or any description of property or other thing therein, (ii) the identity, authority, or rights of the persons executing or delivering, or purporting to execute or deliver any paper instrument or document. Further, the parties hereto acknowledge and agree that Weststar shall not be called upon to construe any contract or instrument deposited herewith.
3. In accordance with Weststar’s published fee schedule and servicing instructions, the servicing fees due are to be paid by the parties designated. Weststar shall have the right to change its fees from time to time. Please note that monthly service fees shall accrue until the account is closed out and all fees then due have been paid.
4. If a payment is more than 15 days past due (or as may be otherwise directed), and the parties have instructed Weststar to send a past due reminder notice, Weststar shall send the reminder notice and the Purchaser/Payer shall pay the fee for the service, in accordance with the fee schedule then in effect.
5. Weststar shall be authorized to electronically deposit and/or draft proceeds from the collection account, if that service has been requested. This service shall be provided as a convenience and Weststar shall have no responsibility if the receiving party: (i) fails to make deposits; or, (ii) makes a credit to another account. Weststar shall not be responsible for the bank’s charges relating to the deposit/draft. Weststar’s obligation shall be expressly limited to the prompt deposit and/or drafting of funds, as available. If a party receives money or a deposit that is not due them, they shall immediately notify Weststar.
6. If Weststar remits a payment without waiting for checks or drafts to be honored by the institution upon which they are drawn, the Payee agrees to hold Weststar harmless from any loss sustained by reason of the dishonoring of said checks or drafts. In the event any check or draft is dishonored by the institution upon which it is drawn, and Weststar has remitted such payments, Payee shall return such payments to Weststar within five (5) business days from the date requested by Weststar.
7. If a release of any lien described in the Loan Documents is not provided to Weststar when the account is setup, the party who is obligated to provide the release shall provide the release upon request by Weststar. If the release is not provided when requested, Weststar may hold final funds until the release is provided.
8. Weststar shall have the right to resign as loan servicing agent by giving the parties thirty (30) days written notice. Weststar shall also have the right to assign its duties as loan servicing agent to other licensed individuals or entities upon thirty (30) days’ notice.
9. In the event fees that are due are not paid and the non-paying party voluntarily or involuntarily loses his rights to the property through a deed-in-lieu, non-judicial foreclosure, judicial foreclosure or otherwise, the other party or parties hereto agree to collect and forward all fees due Weststar prior to or immediately after the transfer of title.
10. As a material consideration for Weststar’s acceptance to act as the loan servicing agent, it is agreed that Weststar shall not be liable for any of its acts or omissions done in good faith, nor shall it be liable for any claims, demands, losses or damages made, claimed or suffered by any party to this Agreement, excepting such as may arise through or be caused by Weststar’s gross negligence. Each of the parties to this Agreement agree to indemnify Weststar and hold Weststar harmless from all costs, damages, judgments, attorney’s fees, expenses, obligations and liabilities of any kind which Weststar may incur or suffer in connection with or arising out of the services provided hereunder, except such as may be caused by Weststar’s gross negligence. Weststar is hereby given a lien and a contractual right to set off upon and against all rights and interest of each of the undersigned to all interests in any property, paper, instruments, documents and all monies arising there from to protect Weststar’s rights to indemnification and reimbursement under this Agreement. The right to set off may be exercised at Weststar’s sole discretion, without notice to the parties hereto or any party who may have an interest.
11. In the event any conflict or controversy arises concerning any act or failure to act by Weststar or Weststar receiving conflicting demands for any act or failure to act, the parties hereto expressly agree and consent that Weststar shall have the absolute right, in its sole discretion, to either (a) withhold all money, property, paper instruments or documents deposited herewith and stop all further proceedings in, and performance of this loan servicing until a mutual agreement has been reached between all parties hereto, or (b) file suit in interpleader to have the court decide the dispute. In the event Weststar files an interpleader suit, or in the event any party interested in the Loan Servicing Agreement files an action against Weststar, Weststar shall be fully released and discharged from all obligations imposed upon it in this Agreement, except for claims arising from Weststar’s gross negligence. In the event a suit is brought by or against Weststar, the parties to this loan servicing agreement jointly and severally agree to pay Weststar all costs, expenses and reasonable attorney’s fees which it may expend or incur in such action.

***Payor Initials: AB
***Payor Initials: _____

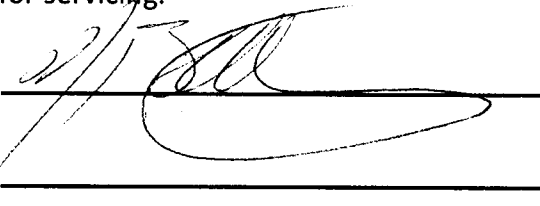
***Beneficiary Initials: DS Jar
***Beneficiary Initials: _____

12. Weststar shall be entitled to recover its reasonable attorney fees incurred in the enforcement of any provision of this Agreement, including but not limited to fees incurred in the collection of any money that may be due Weststar pursuant to the terms of this Agreement, whether or not a lawsuit is filed. Further, Weststar shall be entitled to recover its reasonable attorney’s fees incurred in responding to any writ or levy served upon it, which attorney’s fees may be satisfied out of the monies due to the party whose interest has been garnished, levied upon or otherwise attached.
13. Weststar shall have the absolute right, in its sole discretion, to update this Agreement with proper notice to all parties. This agreement shall be binding on all parties hereto, their heirs, legal representatives, successors and assigns.
14. Weststar Pacific Mortgage is complying with the “Know Your Customer” and Anti-Money Laundering requirements of the US Patriot Act. Weststar has implemented appropriate due diligence and risk management procedures and will service only those accounts which meet these requirements.

FEE SCHEDULE BELOW IS SUBJECT TO CHANGE

Setup Fee without Impounds (Per Balance Collected)	\$125.00
Setup Fee with Impounds (Per Balance Collected)	\$150.00
Transaction/Servicing Fee with one ACH direct deposit	
Monthly	\$13.00
Quarterly	\$39.00
Semi-Annual	\$78.00
Annual	\$156.00
Additional Disbursement by check	\$5.00 per month per add'l ck (payee fee)
Receipt by Paper	\$5.00 per month per receipt
Collection for Taxes and/or insurance	add'l \$6.00 per month
Disbursement from the impound account	\$8.00 per disbursement
Assignment or Assumption Fee	\$100.00
Bereavement Transfer	\$50.00
Partial Release	\$100.00
Verifications	\$25.00
Holding Documents/Dormant accounts	\$156.00 per year
Close Out (Withdrawal & Affidavits)	\$150.00
Close Out on Payoff	\$125.00
Bring-Current Statement	\$40.00
Payoff Statement	\$100.00
Payoff Statement Update	\$40.00 (if pmnt recd/new statement req.)
Recording Fee	Actual Charge
Modification and Addendums	\$100.00
Late Reminder/Delinquency Notice	\$20.00
Insufficient Funds/Returned Items	\$25.00
Void and Reissues/Stop pay	\$29.00
Reconveyance Fee	\$125.00
Demand Monitor Fee	\$145.00 (includes 1 dmd stmt, 1 fax, 1 update, foreclosure monitoring)
Fedex Fee	\$25.00
Bankruptcy Management/Adj Rate Payments	\$15.00 per month
Research/Special Handling/Manual Calculation	\$50.00 min. per hour
Document Signing Fee (For Trust Services)	\$125.00

By signature below I agree that I have read and understand the terms of the Servicing Instruction Terms and Conditions as stated in this seven (7) page agreement and agree to place the attached documents with Weststar Pacific Mortgage for servicing.

***Payor SIGNATURE: 

Date: _____

***Payor SIGNATURE: _____

Date: _____

***Beneficiary SIGNATURE:

DocuSigned by:

James A. Rosebrough Jr

43507F4F99254B8...

Date: 12/6/2022

***Beneficiary SIGNATURE: _____

Date: _____



**THIS SECTION APPLIES TO THE BENEFICIARY ONLY HOWEVER
SETUP WILL NOT BE ACCEPTED IF NOT COMPLETE**

In 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Dodd-Frank Act) amended the Real Estate Settlement and Procedures Act (RESPA) of 1974, which is implemented by Regulation X and the Truth in Lending Act (TILA), which is implemented by Regulation Z, with regard to the servicing of certain residential mortgage loans. The Consumer Financial Protection Bureau (CFPB) issued rules in January 2013 to implement these Dodd-Frank Act amendments to RESPA and TILA. These rules were finalized in October of 2013 with interim final rules for implementation.

Please be advised that in accordance with the final rules as implemented, any loan that is made by a "Creditor," which is defined differently under RESPA and TILA, is required to be compliant with the Act and related rules during the course of its servicing period. Under RESPA and its implementing regulations, "creditor" is defined as follows:

Defined in section 103(g) of the Consumer Credit Protection Act (15 U.S.C. 1602(g)), that makes or invests in residential real estate loans aggregating more than \$1,000,000 per year. For purposes of this definition, the term "creditor" does not include any agency or instrumentality of any State, and the term "residential real estate loan" means any loan secured by residential real property, including single-family and multifamily residential property.

Similarly, TILA and Regulation Z applies "to each individual or business that offers or extends credit ... when four conditions are met: (1) the credit is offered or extended to consumers, (2) the offering or extension of credit is done regularly, (3) the credit is subject to a finance charge or is payable by a written agreement in more than four installments, and (4) the credit is primarily for personal, family, or household purposes. See 12 CFR 1026.1(c)(1). In evaluating the applicability of requirements and liability under TILA/Regulation Z, it is necessary to determine whether a person or entity is acting as a "creditor" as defined by 12 CFR 1026.2(a)(17). In relevant part, TILA/Regulation Z defines the term "Creditor" as follows:

A person who regularly extends consumer credit that is subject to a finance charge or is payable by written agreement in more than four installments (not including a down payment), and to whom the obligation is initially payable, either on the face of the note or contract, or by agreement when there is no note or contract.

See 12 CFR 1026.2(a)(17). The phrase "regularly extends consumer credit" is explained as follows:

A person regularly extends consumer credit only if it extended credit (other than credit subject to the requirements of § 1026.32) more than 25 times (or more than 5 times for transactions secured by a dwelling) in the preceding calendar year. If a person did not meet these numerical standards in the preceding calendar year, the numerical standards shall be applied to the current calendar year. A person regularly extends consumer credit if, in any 12-month period, the person originates more than one credit extension that is subject to the requirements of

See 12 CFR 1026.2(a)(17). Significantly, although a person generally must extend more than five dwelling-secured transactions to be considered as regularly extending consumer credit, under Regulation Z, making even one HOEPA or Section 32 loan through a mortgage broker qualifies as regularly extending consumer credit.

See (<http://www.consumerfinance.gov>) for further clarification.

Weststar Mortgage Corporation suggests that you review this with your legal advisor to determine if you fall under the "creditor" rules.

((continued))

Please review these new rules and mark the appropriate box stating if you meet the criteria of as creditor as defined by the CFPB.

- ☒ I have read the new CFPB rules and understand the definition of a “creditor” and agree that I DO fall under the rule as a creditor.
- ☐ I have read the new CFPB rules and understand the definition of a “creditor” and have determined that I DO NOT fall under the rule as a creditor.

Under the final rule, the CFPB requires every servicer to contact each Lender/Creditor to determine what “Foreclosure Prevention Alternatives” the Lender/Creditor offers, if any, and to make that information available to the borrowers should they become delinquent in their mortgage loan payments. Weststar Mortgage Corporation must be able to prove that you provided us with your “Foreclosure Prevention Alternatives,” if any, that you are willing to offer to your borrower(s).

Please chose one of the below options. Please attach additional documents as necessary for Option 2.

Option 1:

- ☒ No “Foreclosure Prevention Alternatives” are offered.

Option 2:

- ☐ Please follow the below instructions on ALL my loans.

DocuSigned by:
James A Rosebrough Jr
43507F4F99254B8...

***Beneficiary SIGNATURE:

***Beneficiary SIGNATURE: