

# PIONEER TITLE AGENCY, INC.

1550 E. Missouri Ave., Phoenix, AZ 85014

Phone: (602) 943-0184

## Combined Settlement Statement Estimated

Escrow No: 72502590 - 025 JS1

Close Date: 07/10/2023

Proration Date: 07/10/2023

Date Prepared: 7/7/2023

**Buyer(s)/Borrower(s):** Mochi Properties, LLC, an Arizona limited liability company

**Seller(s):** Wilma Jean Hagood, as Trustee of the Wilma Jean Hagood Trust, dated October 27, 2000

**Lender:** AZDOT INCOME 17, LLC

**Loan #:**

**Property:** 2909 W. Glenrosa Ave.  
Phoenix, AZ 85017

Buyer Debit	Buyer Credit	Description	Seller Debit	Seller Credit
252,000.00		<b>TOTAL CONSIDERATION:</b> Total Consideration		252,000.00
	2,500.00	Deposit/Earnest Money		
	210,000.00	<b>NEW AND EXISTING ENCUMBRANCES:</b> New Loan from AZDOT INCOME 17, LLC		
		<b>NEW LOAN CHARGES:</b> Loan Origination Fee to Loanatik, LLC		
4,200.00		Endorsements Alta9, Alta8.1 to Pioneer Title Agency, Inc.		
200.00		WestLoan Account Setup Fee to Loanatik, LLC		
125.00		Endorsements LTAA3R, ALTA22 to Pioneer Title Agency, Inc.		
3,401.01		Prepaid Interest to AZDOT INCOME 17, LLC @ \$64.17 per day from 7/10/2023 to 9/1/2023		
1,111.00		Hazard Insurance Premium for 1 year(s) to ESTIMATE TBD		
		<b>ESCROW CHARGES</b> Escrow Fee to Pioneer Title Agency, Inc.		
1,256.00		<b>RECORDING FEES:</b> Recording Fees to Pioneer Title Agency, Inc.		
60.00		<b>ADDITIONAL CHARGES:</b> Taxes 2022 APN 154-25-048 to EXEMPT		
2,500.00		Refund of Earnest Money to Good Apple Investments LLC		
150.00		Notary Seller ESTIMATE to TBD		
200.00		Notary Buyer ESTIMATE to TBD		
13,000.00		Assignment Fee to Good Apple Investments LLC		
	5,000.00	<b>PRORATIONS AND ADJUSTMENTS:</b> Assignment Deposit		
		<b>PAYOFFS:</b> Payoff to Nova Home Loans	160,097.74	
		Principal balance 159,585.75		
		Interest Through 07/17/23 481.99		
		Recording Fee 30.00		
		<b>TITLE CHARGES:</b> Lenders Policy \$210,000.00 to Pioneer Title Agency, Inc.		
839.00		Owners Policy \$252,000.00 to Pioneer Title Agency, Inc.		
1,138.00		Work Charge Assignment Fee to Pioneer Title Agency, Inc.		
150.00		Work Charge to Holdback Agreement		
150.00				
280,480.01	217,500.00	Sub Totals	160,097.74	252,000.00
	62,980.01	Balance Due From Buyer Proceeds Due Seller	91,902.26	
280,480.01	280,480.01	Totals	252,000.00	252,000.00

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**Escrow No:** 72502590 - 025 JS1

**Close Date:** 07/10/2023

**Proration Date:** 07/10/2023

**Date Prepared:** 7/7/2023

It is agreed by the undersigned that the foregoing statement may change if a change in the escrow closing occurs or if other unforeseen contingencies arise. In the event changes in the statement become necessary, you are nevertheless authorized to close this escrow. It is understood that we will receive a final statement of account if the above totals are changed.

APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

### Buyer(s)/Borrower(s):

Mochi Properties, LLC, an Arizona limited liability company

\_\_\_\_\_  
Jay A. Carter, Manager

### Seller(s):

The Wilma Jean Hagood Trust, dated October 27, 2000

\_\_\_\_\_  
Wilma Jean Hagood, Trustee

## AFFIDAVIT OF PROPERTY VALUE

### 1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)

Primary Parcel: 154-25-048  
BOOK MAP PARCEL SPLIT

Does this sale include any parcels that are being split / divided?

Check one: Yes ☐ No ☒

How many parcels, other than the Primary Parcel, are included in this sale? \_\_\_\_\_

Please list the additional parcels below (attach list if necessary):

(1) \_\_\_\_\_ (2) \_\_\_\_\_  
(3) \_\_\_\_\_ (4) \_\_\_\_\_

### 2. SELLER'S NAME AND ADDRESS:

**Wilma Jean Hagood, as Trustee of the Wilma Jean Hagood Trust, dated October 27, 2000**

2909 W. Glenrosa Ave.  
Phoenix, AZ 85017

### 3. (a) BUYER'S NAME AND ADDRESS:

**Mochi Properties, LLC, an Arizona limited liability company**  
515 E. Carefree Hwy #392  
Phoenix, AZ 85085

(b) Are the Buyer and Seller related? Yes ☐ No ☒  
If Yes, state relationship: \_\_\_\_\_

### 4. ADDRESS OF PROPERTY:

2909 W. Glenrosa Ave.  
Phoenix, AZ 85017

### 5. (a) MAIL TAX BILL TO: (Taxes due even if no bill received)

**Mochi Properties, LLC, an Arizona limited liability company**  
515 E. Carefree Hwy #392  
Phoenix, AZ 85085

(b) Next tax payment due 10/01/23

### 6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box

- |  |   |
|--|---|
| a. <input type="checkbox"/> Vacant Land                        | f. <input type="checkbox"/> Commercial or Industrial Use              |
| b. <input checked="" type="checkbox"/> Single Family Residence | g. <input type="checkbox"/> Agricultural                              |
| c. <input type="checkbox"/> Condo or Townhouse                 | h. <input type="checkbox"/> Mobile or Manufactured Home               |
|  | <input type="checkbox"/> Affixed <input type="checkbox"/> Not Affixed |
| d. <input type="checkbox"/> 2-4 Plex                           | i. <input type="checkbox"/> Other Use; Specify: _____                 |
| e. <input type="checkbox"/> Apartment Building                 |   |

### 7. RESIDENTIAL BUYER'S USE: If you checked **b, c, d** or **h** in Item 6 above, please check one of the following:

- a. ☐ To be used as a primary residence.  
b. ☐ To be rented to someone other than a "qualified family member".  
c. ☒ To be used as a non-primary or secondary residence.

See reverse side for definitions of a "primary residence, secondary residence" and "family member."

### 8. If you checked **e** or **f** in Item 6 above, indicate the number of units: \_\_\_\_\_ For Apartments, Motels / Hotels, Mobile Home / RV Parks, etc.

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY.

Signature of Seller / Agent \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

Notary Expiration Date \_\_\_\_\_

## FOR RECORDER'S USE ONLY

### 9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):

- |  |   |
|--|---|
| a. <input checked="" type="checkbox"/> Warranty Deed | d. <input type="checkbox"/> Contract or Agreement |
| b. <input type="checkbox"/> Special Warranty Deed    | e. <input type="checkbox"/> Quit Claim Deed       |
| c. <input type="checkbox"/> Joint Tenancy Deed       | f. <input type="checkbox"/> Other: _____          |

10. **SALE PRICE:** \$ 252,000.00

11. DATE OF SALE (Numeric Digits): 07 / 23  
Month / Year

12. DOWN PAYMENT \$ 42,000.00

### 13. METHOD OF FINANCING:

- |  |  |
|--|--|
| a. <input type="checkbox"/> Cash (100% of Sale Price)      | e. <input type="checkbox"/> New loan(s) from financial institution:    |
| b. <input type="checkbox"/> Barter or trade                | (1) <input type="checkbox"/> Conventional                              |
| c. <input type="checkbox"/> Assumption of existing loan(s) | (2) <input type="checkbox"/> VA  |
|  | (3) <input type="checkbox"/> FHA                                       |
| d. <input type="checkbox"/> Seller Loan (Carryback)        | f. <input checked="" type="checkbox"/> Other financing; Specify: _____ |
|  | Private Lender   |

### 14. PERSONAL PROPERTY (see reverse side for definition):

- (a) Did the Sale Price in Item 10 include Personal Property that impacted the Sale Price by 5 percent or more? Yes ☐ No ☒  
(b) If Yes, provide the dollar amount of the Personal Property:

\$ 00 AND

briefly describe the Personal Property: NA

### 15. PARTIAL INTEREST: If only a partial ownership interest is being sold, briefly describe the partial interest: NA

### 16. SOLAR / ENERGY EFFICIENT COMPONENTS:

- (a) Did the Sale price in Item 10 include solar energy devices, energy efficient building components, renewable energy equipment or combined heat and power systems that impacted the Sale Price by 5 percent or more? Yes ☐ No ☒  
If Yes, briefly describe the solar / energy efficient components: NA

### 17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):

Pioneer Title Agency, Inc.  
1550 E. Missouri Ave., Phoenix, AZ 85014  
Phone: (602) 943-0184

### 18. LEGAL DESCRIPTION (attach copy if necessary):

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

**EXHIBIT "A"**  
**Legal Description**

Lot 72, of Mission Manor No. 2, according to [Book 51 of Maps, Page 4](#), records of Maricopa County, Arizona.

CERTIFICATION OF NO OPERATING AGREEMENT  
AND  
RESOLUTION OF AUTHORITY

Escrow No. **72502590**

**Each of the undersigned, being all of the member(s)** of the below-named limited liability company, declares and certifies as follows:

1. The name of the limited liability company is Mochi Properties, LLC, a(n) Arizona limited liability company ("LLC").
2. The LLC does not have an Operating Agreement.
3. The Articles of Organization of the LLC have not been amended or restated or, if they have been, all amendments/restatements are attached hereto.
4. The following are all of the members of the LLC:

\_\_\_\_\_.

5. The following are all of the managers of the LLC:

Jay A. Carter and Heather L. Carter .

6. Management of the LLC is vested in its members and/or managers pursuant to the statutory authority of the State wherein the LLC was organized.

7. **The following members and/or managers** is/are authorized and empowered to make, execute and deliver on behalf of and in the name of the LLC, and on such terms and conditions and in such amounts as he/she/they deem fit, any and all documents, including but not limited to, contracts, escrow instructions, deed, notes, deeds of trust, mortgages, trust agreements and any and all other documents/instruments deemed necessary or desirable to consummate any real property transaction being closed through an escrow transaction with Pioneer Title Agency, Inc.:

Jay A. Carter OR Heather L. Carter.

8. The undersigned understand(s) that Pioneer Title Agency, Inc., as escrow agent ("Escrow Agent"), and First American Title Insurance Company, as underwriter and title insurer ("Title Insurer"), are relying on the truth and accuracy of the statements made herein to close any such real property escrow transaction and to issue policies of title insurance therein. Each and every one of the undersigned therefore agree to hold harmless and indemnify Escrow Agent and Title Insurer against any and all costs, damages, attorney's fees, expenses and liabilities Escrow Agent and/or Title Insurer may incur or sustain arising out of or related to any omission of information or inaccuracy in any statement made herein.

**IN WITNESS WHEREOF, the undersigned each individually declares under penalty of perjury that the foregoing statements are true and correct.**

\_\_\_\_\_  
Jay A. Carter Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Heather L. Carter Manager

Date: \_\_\_\_\_

## **HOLDBACK AGREEMENT**

TO: Pioneer Title Agency, Inc.  
Escrow # 72502590  
Escrow Officer: Jennifer Siverio  
Seller/Buyer: Wilma Jean Hagood/Mochi Properties  
Property Address: 2909 W. Glenrosa Ave., Phoenix, AZ 85017

Wilma Jean Hagood, as Trustee of the Wilma Jean Hagood Trust, dated October 27, 2000 and Mochi Properties, LLC, an Arizona limited liability company hereby employ Pioneer Title Agency, Inc. to hold the sum of 10% from the total Seller proceeds (the "Holdback Funds"). The Holdback Funds are to be used for the purpose of

Completing/satisfying the following contract term(s)/condition(s): Seller post possession to July 31, 2023.

Escrow Agent shall hold the monies deposited hereunder until such time as the following documentation has been received:

Written acknowledgement by Seller and Buyer that the aforesaid contract term(s)/condition(s) has/have been completed/satisfied and Seller has vacated the property.

Upon receipt of said documentation, Escrow Agent shall disburse the Holdback Funds to the Seller within three (3) business days.

Notwithstanding the foregoing, if any monies remain on deposit as of August 31, 2023 Escrow Agent shall disburse such remaining monies to the Seller. Escrow Agent is hereby authorized and directed to make the foregoing disbursement without further authorization or direction from the parties hereto. Upon disbursement of any remaining Holdback Funds in accordance with this paragraph, this Agreement shall terminate and Escrow Agent shall have no further liability hereunder.

Unless otherwise directed by the parties hereto, Escrow Agent shall hold the Holdback Funds in a non-interest bearing account. Should the parties elect to have the Holdback Funds in an interest-bearing account, they shall execute Escrow Agent's standard form of interest-bearing account instructions. Any interest accruing thereon shall inure to the benefit of the party designated in said instructions, and shall be disbursed to said party at such time as all remaining Holdback Funds are disbursed to the party entitled to receive them pursuant to the terms hereof.

Wilma Jean Hagood, as Trustee of the Wilma Jean Hagood Trust, dated October 27, 2000 and Mochi Properties, LLC, an Arizona limited liability company understand and agree that Escrow Agent shall have no liability in connection with this agreement, except for the disbursement of the Holdback Funds in accordance with the terms hereof and except for its willful acts and gross negligence. The parties hereto further agree to indemnify and hold Escrow Agent harmless for, from and against all costs, damages, attorneys' fees, and expenses arising as a result of or related to this agreement or the disbursement of the Holdback Funds, including without limitation any judgment, amounts paid in settlement, and all costs and expenses, including reasonable attorneys' fees, incurred in defending or settling any action, suit or proceeding in connection with the foregoing.

Escrow Agent shall have no obligation to see that the disbursements made by it in accordance with the terms hereof are actually used for the purposes set forth herein, nor shall Escrow Agent have any responsibility or liability for (i) completion or satisfactory completion of said purpose, (ii) conducting inspections of any work performed, (iii) guaranteeing that the Holdback Funds will be sufficient to complete said purpose, (iv) any mechanics' or materialmen's liens that may be filed or the obtaining of releases therefore, (v) compliance of the parties with the terms of any other agreements between the

parties relating to the use of the Holdback Funds, or (vi) any other matter relating to the accomplishment of the purposes set forth herein.

Escrow Agent shall act hereunder as a depository only and shall not be responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with Escrow Agent hereunder, or with respect to the form or execution of same, or the identity, authority or rights of any person executing or depositing the same. Escrow Agent is neither a party to nor bound by any agreement which may be deposited under, evidenced by, or arising out of this Agreement. Escrow Agent shall have no duties to anyone except those signing this Agreement.

If conflicting demands are made upon Escrow Agent, Escrow Agent may hold any money and/or documents subject to such conflicting demands until the rights of the parties making such conflicting demands are determined by written agreement or a final, non-appealable order of a court, arbitrator or mediator, or Escrow Agent may interplead said funds and/or documents. The parties agree that Escrow Agent is authorized and directed to deduct its charges, expenses and attorneys' fees incurred in connection with any interpleader action from said funds before depositing the funds into court. Deposit by Escrow Agent of said funds and/or documents into the court or similar tribunal shall relieve Escrow Agent of all further liability and responsibility with respect to said funds or documents.

Escrow Agent may, at any time and with or without cause, resign by sending written notice to all parties to the escrow. The resignation is effective thirty (30) days after the notice is deposited into the United States mail. All money and documents held by Escrow Agent after its resignation shall be disbursed according to the written mutual instructions of the parties hereto. If no such instructions are received by Escrow Agent by the effective date of Escrow Agent's resignation, the parties understand and agree that Escrow Agent will treat said failure as conflicting demands for the Holdback Funds, in which case Escrow Agent will be entitled to interplead the Holdback Funds as set forth above.

DATED: July 6, 2023

APPROVED:

**The Wilma Jean Hagood Trust,  
dated October 27, 2000**

APPROVED:

**Mochi Properties, LLC, an  
Arizona limited liability  
company**

\_\_\_\_\_  
**Wilma Jean Hagood, Trustee**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Jay A. Carter, Manager**

\_\_\_\_\_  
Date

ACCEPTED:

Pioneer Title Agency, Inc.  
AS ESCROW AGENT

BY: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
Branch Manager

**Pioneer Title Agency, Inc.**  
"Commitment to Service"

**BUYER'S REQUIRED INFORMATION**

**To expedite the handling of your escrow, please complete the following information:**

Escrow No.: **72502590-JS1**

Entity: \_\_\_\_\_ Tax ID # \_\_\_\_\_

Contact Name(s): \_\_\_\_\_ Title (s): \_\_\_\_\_

State in which entity formed? \_\_\_\_\_ E-mail: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Name(s): \_\_\_\_\_ Title (s): \_\_\_\_\_

E-mail: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone \_\_\_\_\_ Fax: \_\_\_\_\_

By providing your email address you authorize the Company to provide documents electronically, including the policy of title insurance.

**Return copies of any pertinent documents (i.e. Corporate Resolution, Partnership Agreement, Operating Agreement, Articles of Organization)**

**I. NEW PROPERTY INSURANCE INFORMATION: If you know who your insurance company will be, please complete the following. If you haven't decided yet, please provide the information prior to close of escrow. ("Not Applicable on Vacant Land")**

Insurance Company \_\_\_\_\_

Agents Name: \_\_\_\_\_ Policy No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**II. NEW PROPERTY: Is new property residential? Yes ☐ No ☐**

**If yes, how will the property be used?**

☐ Primary Residence (Cannot have a homestead exemption for another home, even in another state.)

☐ Rented to someone other than a "qualified family member"

☐ Non-primary Residence or Secondary Residence

Abbreviated definition of "qualified family member" of taxpayer: child (natural, adopted, step or in-law) or descendant of child, parent (natural, step or in-law), or sibling (natural or adopted). For full definition see Affidavit of Property Value, Statutes and Exemptions page.

**III. ARE THE BUYER AND SELLER ENTITIES RELATED? Yes ☐ No ☐**

If yes, state relationship: \_\_\_\_\_

**IV. MAILING ADDRESS AFTER CLOSE OF ESCROW:**

Send my/our mail after close of escrow to the following address (provide P.O. Box, if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**BUYER REQUIRED INFORMATION  
PAGE TWO**

**V. IF OBTAINING A NEW LOAN, COMPLETE THE FOLLOWING:**

New Lender: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Mochi Properties, LLC, an Arizona  
limited liability company**

\_\_\_\_\_  
**Jay A. Carter, Manager**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Pioneer Title Agency, Inc.**  
*"Commitment to Service"*

**TERMS AND CONDITIONS OF ESCROW**

ESCROW NO.: 72502590-JS1

The undersigned hereby employ Pioneer Title Agency, Inc. to act as Escrow Agent in closing the above-referenced escrow. They understand and agree, and instruct Escrow Agent, as follows:

1. Deposit of Documents and Funds by Parties. They will deposit with Escrow Agent the necessary documents to complete the sale as established by the terms of the parties' real estate purchase contract ("Purchase Contract") and all monies payable under the Purchase Contract unless otherwise specified. All foreign funds must be wire transferred in the form of U.S. Dollars.
2. Disbursement of Funds. They instruct Escrow Agent to pay from funds held for said purpose, amounts necessary to procure the documents and to pay charges and obligations necessary to consummate this transaction, in accordance with the Purchase Contract. Escrow Agent shall be under no obligation to disburse any funds deposited by check/ draft until advised by the bank that the check/ draft has been honored. In the event any check/draft given by, or on behalf of, buyer is subsequently dishonored, Seller agrees to refund any remittance made to Seller by Escrow Agent.
3. Completion, Recording and Delivery of Documents. They authorize Escrow Agent to execute and record on their behalf the Affidavit of Real Property Value, using the total consideration for the established value, unless instructed by the undersigned to the contrary. They acknowledge that deposit of Buyer's final closing funds into escrow, and Seller's deposit of all documents required for closing shall constitute authorization to Escrow Agent to close this transaction upon fulfillment of any additional escrow/title requirements. At that time, Escrow Agent shall deliver to the proper person/entity or file/record in the appropriate public office, all necessary documents, disburse all funds and issue the title insurance policy. They agree to accept electronic delivery of documents, including the policy of title insurance, if email addresses have been provided to Escrow Agent.
4. Deed Compliance. Seller authorizes Escrow Agent to change Buyer's vesting information on the executed deed if instructed by Buyer or Buyer's lender, said vesting information to include Buyer's exact name, marital status, manner of holding title and/or trust ownership. Changes may be made on the deed itself or on a replacement first page.
5. Deposit of Funds by Escrow Agent. All monies deposited with Escrow Agent in connection with this escrow will be deposited into one or more non-interest bearing escrow trust accounts of Escrow Agent with a financial institution (the "Funds Depository") whose deposits are covered by FDIC insurance. The parties acknowledge that funds so deposited are insured only to the limit provided by the FDIC and therefore release Escrow Agent from any liability for loss which may result from a lack of insurance as guaranteed by the current coverage of FDIC. The parties may request that any funds they deposit be placed in an interest-bearing account in accordance with instructions and fees as set forth in their Escrow Deposit Receipt.
6. Written Instructions. Escrow Agent shall not be bound by, nor be obligated to act upon, any instruction, demand or notice not in writing and signed by the party or his/her/its agent delivering such instruction, demand or notice.
7. Payoff Statements. They authorize Escrow Agent to act upon any statement furnished by a lienholder, payee or collection agent for a lienholder or payee related to the payoff of any lien against, or charge or assessment related to, the property, without liability or responsibility for the accuracy thereof. Any adjustment necessary because of a discrepancy between the statement furnished to Escrow Agent and an amount later determined to be correct shall be settled between the parties outside of escrow.
8. Taxes/Assessments. Real property taxes and assessments, if applicable, are to be prorated based on the latest tax/assessment bill(s) available to Escrow Agent at the close of escrow. Escrow Agent is not liable in the event a subsequent tax/assessment bill is different from that used as the basis for the proration. Any adjustment necessary because of a change reflected in a later tax bill shall be settled between the parties outside of escrow. Seller and Buyer agree that all prorations required in this escrow shall be calculated on the basis of a 365 day year (366 day year during leap years) unless otherwise instructed.
9. Escrow Fees and Other Charges. For clarification purposes, should the Purchase Contract state that escrow company fees will be split equally between the parties or "as customary," Buyer and Seller agree to allocate such fees as are applicable as follows:
  - a. Escrow Company's Basic Escrow Rate: To be split equally between Seller and Buyer.

b. Other Escrow Charges:

(i) To be charged to Buyer: Recording fees for deeds and deeds of trust; courier/express mail charges for documents sent to Buyer or Buyer's lender, mortgage broker, realtor or any other person/entity pertaining to Buyer; e-mail fees for loan document(s); and wire fees for funds received or disbursed on Buyer's behalf or as directed by Buyer.

(ii) To be charged to Seller: Recording fees for Affidavits of Disclosure, releases and other documents needed to clear title; courier/express mail charges for documents or payment sent to Seller or Seller's realtor, lienholders/payees or any other person/entity pertaining to Seller; reconveyance tracking fees; and wire fees for loan payoffs, Seller's proceeds and any other funds as directed by the Seller.

(iii) Other fees or charges: Allocated to Seller and/or Buyer according to which party incurred the particular fee or charge, unless otherwise specified.

10. Personal Property. Any transfer of personal property called for in the terms of this transaction may be evidenced by a bill of sale deposited with Escrow Agent for delivery to Buyer. Escrow Agent assumes no liability as to the sufficiency of the bill of sale or the physical condition or legal status of the personal property.

11. Lender Requirements. Escrow Agent is authorized to furnish a copy of the Settlement Statement and any other information which may be required to Buyer's proposed lender in order to induce said lender to furnish the loan required by the Purchase Contract.

12. Designation of Trustee. If a portion of the purchase price is to be paid by means of a promissory note secured by a deed of trust, the trustee named in the deed of trust shall be Pioneer Title Agency, Inc., unless otherwise specified by the parties.

13. Promissory Note. If the parties herein execute a note with the dates left blank in the manner of payment section, Buyer and Seller herein authorize Pioneer Title Agency, Inc. to insert said dates in the original executed Note at close of escrow in accordance with the terms of the purchase contract or other specific written agreement.

14. Indemnification. Seller and Buyer will indemnify and hold harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities which it may incur or sustain arising out of or in connection with this transaction or these Terms and Conditions unless the same is determined to have been caused by the gross negligence or willful misconduct of Escrow Agent.

15. Resignation. At any time and in its sole discretion, Escrow Agent can resign as escrow agent by sending written notice to Seller and Buyer. Unless otherwise instructed by the parties, all money and documents held by Escrow Agent will be returned to the party who delivered them into escrow (except documents signed by both parties, which will be retained in Escrow Agent's file), less any applicable charges, without further liability.

16. Excluded Matters. The following matters will be handled by the parties direct and outside escrow and Escrow Agent shall have no liability or responsibility therefore: Possession of the property; transfer or payment of utilities (including but not limited to electric, gas, propane, telephone, water, sewer or irrigation); collection of cancellation premiums from Seller's homeowners/fire/hazard insurance policy; renewal, procurement, assignability or effectiveness of flood insurance or any other policies of insurance; procurement of fire, casualty or other hazard insurance for a cash transaction; payment of personal property taxes (other than for mobile homes); and treatment of wood infestation.

17. Counterpart and Facsimile Signatures. Any documents pertaining to this escrow which are signed in counterpart shall constitute one document, including but not limited to, escrow instructions, supplements, deeds, acceptances, Affidavits of Value and Affidavits of Affixture. Escrow Agent may accept these Terms and Conditions and any escrow instructions with facsimile signatures and such instructions shall be considered contractually binding between the parties whether or not the originals are received by Escrow Agent.

18. Remote Online Notarization ("RON"). RON is a notarial act in which the signer appears before a notary public at the time of notarizing a document, instrument or other real-estate transaction-related material ("Transaction Document") using audio-visual technology over the Internet rather than having the signer appear physically before the notary in the same room. RON is authorized by Arizona law and can be used to notarize a signature on any Transaction Document whether signed digitally, electronically or on paper. Your execution of these Terms and Conditions constitutes your (a) consent to the use of RON by any party to the above-referenced escrow transaction for any deeds, notes, security instruments, agreements, addendums and other Transaction Documents requiring notarized signatures and (b) acknowledgment that you will not raise any defense or invoke regulatory or statutory claims attempting to invalidate the enforceability of any Transaction Document notarized using RON. Should you desire at any time to withdraw your consent to your use of RON, you may do so at any time.

19. Settlement Statements. Seller and Buyer understand that a combined HUD-1 Settlement Statement and/or Closing Statement may be provided to each party and their agents to facilitate this transaction.

20. Personal Identifying Information. Escrow Agent may, in its sole discretion, delete or make unreadable personal identifying information (such as social security or driver's license numbers) contained on documents to be recorded, unless such information is necessary for a document's validity or in order for it to be recorded.

21. Conflicting Demands. In the event conflicting demands are made upon Escrow Agent concerning these instructions or this escrow, Escrow Agent is authorized to hold any money and documents deposited hereunder until it receives mutual, written instructions or a final, non-appealable court order determining the rights of all parties. Alternatively, Escrow Agent may, at its discretion and at any time, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction. In accordance with the Indemnification Paragraph, the parties will pay any expenses, costs and attorneys' fees incurred by Escrow Agent in connection with the interpleader action and any appeal. They therefore authorize and direct Escrow Agent to deduct all such expenses, costs and attorney's fees from any escrowed funds before depositing those funds into court.

22. Unclaimed Funds Charges.

A. Funds Held Pending Dispute Resolution: If for any reason funds remain in an escrow after the closing date due to a dispute wherein Escrow Agent has given Seller and Buyer at least thirty (30) days notice that said charge will accrue, Escrow Agent will deduct a monthly charge of \$30.00 from those funds as custodian for maintaining the funds in its escrow account. The deductions will occur on a monthly basis until (i) the entire sum in the escrow has been exhausted or (ii) the dispute has been resolved by mutual, written agreement or a final, non-appealable court order, whereupon Escrow Agent will distribute the remainder as directed in the agreement or court order.

B. Stale Dated Checks: If for any reason a check from Escrow Agent is not cashed within six (6) months from the date of issuance, a \$30.00 charge shall be assessed by Escrow Agent for re-issuance of the check.

C. Escheat: If for any reason a check from Escrow Agent is not cashed for one year or more, Escrow Agent shall deduct a charge of \$30.00 per month from the funds as custodian for maintaining the funds in its account until the entire sum of said uncashed check has been exhausted or a claim has been made for the remainder. In the event three (3) years elapses, any unclaimed remainder will be sent to the State of Arizona escheat fund.

23. Governing Law/Jurisdiction. These Terms and Conditions shall be governed by, construed and enforced in accordance with the internal substantive laws of the State of Arizona (without reference to choice of law principles). Any suit, action or other proceeding (collectively, the "Proceedings") brought to interpret, enforce or construe these Terms and Conditions or Escrow Agent's obligations relating thereto or to the transaction which is the subject of this Agreement shall be commenced and maintained solely in an appropriate court of the State of Arizona. In furtherance thereof, with regard to said Proceedings, the undersigned (i) irrevocably submit to the process, jurisdiction and venue of said Arizona courts and (ii) waive and agree not to assert by way of motion, defense, complaint or otherwise any claim that a party is not personally subject to the jurisdiction of said Arizona courts, or that the forum or venue of such Proceedings in Arizona is inconvenient or improper.

#### STATUTORY DISCLOSURES

1. Purchaser Dwelling Actions. Pursuant to Arizona Revised Statutes ("A.R.S.") §12-1363.L, notice is hereby provided to the buyer of a dwelling of the provisions of A.R.S. §§12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a buyer prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing, or selling dwellings. The complete statutory sections (located in Title 12, Article 14) can be viewed on the Arizona State Legislature's website: [www.azleg.gov/ArizonaRevisedStatutes.asp](http://www.azleg.gov/ArizonaRevisedStatutes.asp).

2. Closing Protection Letters. Pursuant to A.R.S. §6-841.02.A, if you are a buyer or seller of a residential dwelling and a title insurance policy is to be issued by a title insurer through which Escrow Agent is underwritten, disclosure is hereby made that the title insurer shall offer on request a closing protection letter that provides protection for the loss of escrow monies due to fraud or dishonesty of the escrow agent. A "residential dwelling" is defined as an owner occupied structure or an investment property that is designated for residential use by four or fewer families. (A.R.S. 6-841.02.C).

3. Uninsured Monies. Pursuant to A.R.S. §6-841.03, if you are a buyer or seller of a residential dwelling (as defined in Paragraph 2, Closing Protection Letters, above), disclosure is hereby made that monies deposited in an

escrow account are not insured against loss from fraud or theft by the State of Arizona or the United States government.

4. Good Funds Law. All parties are aware and understand that Arizona Revised Statutes §6-843 requires that an escrow agent disburse money from an escrow account only if funds are deposited and available for withdrawal. Availability of funds is determined as follows:

(i) ELECTRONIC TRANSFERS ("wired funds") are available for disbursement THE SAME DAY AS RECEIVED.

(ii) CASHIER'S CHECKS, CERTIFIED CHECKS, OFFICIAL CHECKS AND TELLER'S CHECKS are available for disbursement THE SAME DAY AS DEPOSITED.

In order to avoid delays of two days or more, please use the above methods of payment whenever possible.

5. Arizona's Notary Laws. Under Arizona law, "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes, but is not limited to: (i) a driver's license issued by a state or territory of the U.S.; (ii) a U.S. passport, (iii) an identification card issued by any branch of the U.S. armed forces; or (iv) an identification card issued by the U.S., or a state or tribal, government containing the individual's photograph, signature and physical description. For purposes of a real estate conveyance or financing, such evidence may also include (i) a passport issued by a foreign government if accompanied by a visa or other documentation issued by the U.S. government to establish the individual's legal presence in the U.S. or (ii) identification deemed acceptable by the U.S. Department of Homeland Security to establish the individual's legal presence in the U.S. and any supporting documents required by said Department. All forms of identification must be unexpired. To avoid any delays in closing your transaction, you should determine as soon as possible what form(s) of identification you have. If you do not have one of the forms specified herein, you should apply for and obtain an appropriate form of identification prior to closing.

**6. PROFESSIONAL/LEGAL/TAX REVIEW. Seller and Buyer understand that Escrow Agent's employees are not licensed real estate agents or attorneys and are prohibited from giving legal, real estate or investment advice and will not negotiate the transaction. They further acknowledge that Escrow Agent has made no representations, either orally or through these Escrow Instructions, as to the legal effect of the transaction described herein under any applicable federal or state laws or regulations, including but not limited to tax or contract laws, or laws otherwise affecting the rights and responsibilities of the parties. By executing these instructions, Seller and Buyer acknowledge that they have been given sufficient opportunity to have these instructions reviewed by professional, legal and tax advisors of their choice and have satisfied themselves as to the legal and tax effects, consequences and risks that may be imposed by this transaction.**

**THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MATTERS CONTAINED IN THESE TERMS AND CONDITIONS. THEY FURTHER UNDERSTAND THAT ESCROW AGENT IS RELYING UPON THIS ACKNOWLEDGMENT IN CLOSING THE SUBJECT ESCROW.**

Dated: July 7, 2023

**SELLER:**

**BUYERS:**

**The Wilma Jean Hagood Trust,  
dated October 27, 2000**

**Mochi Properties, LLC, an Arizona  
limited liability company**

\_\_\_\_\_  
**Wilma Jean Hagood, Trustee**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Jay A. Carter, Manager**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Pioneer Title Agency, Inc.**  
*"Commitment to Service"*

July 7, 2023

Buyer Receipt for Commitment

Pioneer Title Agency, Inc.  
1550 E. Missouri Ave.  
Phoenix, AZ 85014

RE: Escrow No.: 72502590 - JS1  
Seller/Buyer: Wilma Jean Hagood/Mochi Properties  
Property Address: 2909 W. Glenrosa Ave., Phoenix, AZ 85017

The undersigned Buyers in the above-referenced escrow do hereby acknowledge receipt of the Commitment for Homeowners Title Insurance Policy including the documents listed in Schedule B, Part II.

**Mochi Properties, LLC, an  
Arizona limited liability  
company**

\_\_\_\_\_  
**Jay A. Carter, Manager**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **DIRECTIONS TO NOTARY PUBLIC:**

Date: July 7, 2023

Escrow No.: 72502590

Escrow Agent: Jennifer Siverio

**FAILURE TO COMPLY WITH THESE INSTRUCTIONS COULD INVALIDATE THE DOCUMENTS BEING NOTARIZED AND RESULT IN A DELAY IN CLOSING THE SIGNATORY'S TRANSACTION. PLEASE THEREFORE PAY CLOSE ATTENTION TO THESE DIRECTIONS:**

1. Have each person sign exactly as shown on the documents. If a typed name is spelled incorrectly, contact the Escrow Officer immediately.
2. Do not write, initial or place any markings (including your notary seal) within 2 inches of the top, or within ½ inch of the sides or bottom, of the documents being notarized. If clear, unobstructed margins do not exist, the County Recorder may reject the document(s).
3. Before notarizing the attached documents, obtain satisfactory evidence of each signatory's identity, which satisfactory evidence must include the signatory's photograph, signature and physical description pursuant to A.R.S. §41-311.11.
- 4. MAKE A COPY OF EACH SIGNATORY'S PHOTOGRAPHIC IDENTIFICATION TO BE RETURNED WITH THE ATTACHED DOCUMENTS.**
5. Be certain that the notary seal/stamp is legible and that all portions of the acknowledgment/ subscription, including the commission expiration date, are completed.
6. Complete the notary information below:

Name of Notary: \_\_\_\_\_

Address of Notary: \_\_\_\_\_

Phone Number of Notary: \_\_\_\_\_

Email Address of Notary: \_\_\_\_\_

County and State of Notary: \_\_\_\_\_

Name of Party/ies being Notarized: \_\_\_\_\_