----------------------Document Variables use Alt-F9 to View-----------------------------------

230405Nick

Aetos Investments LLC, an Arizona Limited Liability Company

Aetos Investments LLC, an Arizona Limited Liability Company

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nektarios Brokalakis, its Manager

480.123.4567

sample@yahoo.com

NA

480.123.4567

\*\*\*-\*\*-\*\*\*\*

XX/XX/XXXX

2748 E Hale St

Mesa

AZ

85213

137-25-034, and 137-25-034 4

545 N Sirrine

Mesa

Arizona

85201-5938

Maricopa

$350,000.00

Three Hundred Fifty Thousand and No Cents

2 (two)

Lawyers Title of Arizona, Inc.

17100 N 67th Ave, Bldg 2, Suite 200, Glendale, AZ 85308

Jeneil Sherman

LTARR2300218

623.334.4900

623.979.6060

Jeneil.Sherman@ltic.com

$170,000

One Hundred Seventy Thousand

10.5

FALSE

0

False

28

10

1st

first

April 2023

April 7, 2023

0.00

13.00

$1,487.50

$1,500.50

7th day of April, 2023

June 1, 2023

Hereinafter

Not Applicable

April 1, 2026

0

FALSE

FALSE

FALSE

0

FALSE

FALSE

$3,400

TRUE

TRUE

FALSE

FALSE

FALSE

TRUE

( X ) Real Estate Taxes

( ) Assessments

( X ) Hazard Insurance

( ) Homeowner Association Dues

INVESTORS

2028 E Gondola Lane

Gilbert, AZ 850234

1

Investors

2028 E Gondola Lane

Gilbert, AZ 85234

100%

170,000

jrosebrough@loanatik.com

602-292-2954

XXX

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INVESTORS

US Bank

EP-MN-WN1A

ST. PAUL,MN 55107-1419

ABA ROUTING NUMBER: 9876546321

FOR CREDIT TO

the account of INVESTORS

ACCOUNT NUMBER: 12314567898

INVESTORS

2028 E Gondola Lane

Gilbert, AZ 850234

NA

NA

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

To Be Determined

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

To Be Determined

To Be Determined

TBD

Edgewood, L.L.C.

A Wyoming limited liability company

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INVESTORS, Manager

For Credit To: INVESTORS, LLC  
Acct #22222222

Bank Phone: 307-733-3737

\*\*Direct Deposit Form Attached

INVESTORS

6226 N Cattle Track Road

Scottsdale, AZ 85250

**Telephone: 999.123.4567**

Investors as to a 100% undivided interest

INVESTORS

2028 E Gondola Lane

Gilbert, AZ 850234

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INVESTORS

(i) that Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith executed by Aetos Investments LLC, an Arizona Limited Liability Company, in favor of Lender encumbering certain real property and improvements located in Maricopa County, Arizona ('Deed of Trust'); (ii) that Security Agreement ('Security Agreement') executed by Borrower dated of even date herewith; (iii) that Financing Statement of even date herewith; (iv) those Personal Guarantees executed by Guarantors dated of even date herewith; (v) those Personal Guarantees executed by Guarantors dated of even date herewith. (vi) that Construction Loan Agreement executed by Borrowers of even date herewith.

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

Lot 12, Block 4, Verde Vista subdivision, according to Book 8 of Maps, Page 12 and amended Plat of Verde Vista

subdivision recorded in Book 10 of Maps, Page 19, records of Maricopa County, Arizona;

Note: A Plat of Mesa recorded in Book 23 of Maps, Page 18, thereof, records of Maricopa County, Arizona, purports to show the above property as Lot 12, Block 22, Mesa.

Except that portion of the above description described as follows:

Beginning at the Southwest corner of Lot 12, Block 99, City of Mesa, according to Book 23 of Maps, Page 18, records of Maricopa County, Arizona;

Thence East a distance of 5 feet;

Thence northwesterly to a point on the West line of said Lot 12, said point lying 5 feet North of the Southwest corner of said Lot 12;

Thence South 5 feet to the true point of beginning, as quit claimed to the City of Mesa in deed recorded September 25, 1981, in Docket 15540, Page 318.

For information purposes only: 545 North Sirrine, Mesa, AZ 85201-5938

APN/Parcel ID: **137-25-034, and 137-25-034 4**

Weststar Pacific Mortgage

2525 E. Camelback Rd., Suite 1101

Phoenix, AZ 85016

Weststar Pacific Mortgage

2525 East Camelback Road, Suite 1101

Phoenix, Arizona 85016

The Servicing Agent is hereby instructed:

1. To request and await written direction from Lenders as to how to apply any default and/or prepaid principal, interest or fees among Lenders; and

2. To have Lender review any payoff or demand request prior to providing requested information to borrower or any other party; and

3. To notice lender in the event of an impound shortage for property taxes or insurance; and

4. Principal ownership percentages are as stated in the promissory note; and

5. The Note does not entitle the Borrower to a grace period for payments (the payment is due on the first day of every month with a late fee of 10% assessed on the second day of the month). Servicing Agent is to bill the Borrower for the late fee instructing the Borrower that the late fee is to be paid with the next monthly payment; and

6. To not charge interest on any past due interest as allowed for under the Note unless instructed to do so by the lender in writing; and

7. Servicing Agent is authorized to speak to and accept instructions from Corey Schwartz and/or Loanatik, LLC as if those instructions were given by the undersigned lenders and/or assigns.

8. Servicing Agent is hereby instructed to accept and disburse any and all funds received from or on behalf of any borrower regardless of the status of the loan including, but, not limited to, when the loan is in default, has matured or is in collections or foreclosure.

NONRECOURSE PROVISIONS.

All of the following provisions shall be referred to as the 'Nonrecourse Provisions.'

A. No Personal Liability: Notwithstanding anything to the contrary contained in this Note, and except as set forth below, Lender hereby agrees that Borrower shall not be personally liable for the payment and performance of the indebtedness and obligations evidenced or arising under this Note. In other words, except as set forth below, any judicial proceedings or enforcement of the remedies under this Note brought by Lender against Borrower shall be limited to the preservation, protection, enforcement and foreclosure, or any proceedings in respect thereof, of the liens, estates, assignments, titles, rights and security interests now or at any time hereafter acquired by Lender in the Property, and no judgment, attachment, execution or other writ of process shall be sought, issued or levied upon the assets, property or funds of Borrower, other than the Property and the rents, issues, profits, revenues, income, proceeds and products thereof.

B. Exceptions: Nothing contained in these Nonrecourse Provisions shall relieve Borrower from personal liability for the payment and performance of Borrower's obligations under the provisions of the Deed of Trust or other Loan Documents to defend and indemnify Lender for environmental claims, conditions or liabilities on, affecting or relating to the Property, nor shall any of the Nonrecourse Provisions be construed to release or relieve any guarantor of any indebtedness or obligation of Borrower to Lender from full personal liability for the payment and performance of such guarantor's obligations under any guaranty now or hereafter entered into in connection with the Loan or the Property. Furthermore, nothing contained in any of the Nonrecourse Provisions shall relieve Borrower from personal liability for the payment and performance of the indebtedness and obligations evidenced or arising under this Note, the Deed of Trust and the other Loan Documents, including without limitation all costs and expenses incurred by Lender in enforcing its rights and remedies under the Loan Documents, including attorneys’ fees and court costs, if any of the following events or conditions occur:

(i) fraud or misrepresentation (or failure to disclose a material fact) made by Borrower, or any officer, agent or employee of Borrower, in any writing provided to Lender or contained in any of the provisions of the Loan Documents;

(ii) failure by Borrower to pay to Lender all gross receipts (less normal operating and maintenance expenses of the Property which are paid to persons or entities who are not affiliates of Borrower) from rental, occupancy or operation of all or any portion of the Property received or applicable to any period after default by Borrower under the Loan Documents and prior to any foreclosure of the Property, including, without limitation, security deposits and advanced or prepaid rents or receipts;

(iii) any conduct or action or attempted conduct or action by Borrower, or any officer of Borrower, including, without limitation, the filing of any bankruptcy proceedings by Borrower, to prevent Lender from exercising, or to hinder, delay, or impede Lender in exercising, foreclosing or otherwise realizing upon its security interest in the Property; provided, however, if the bankruptcy petition or proceeding is dismissed or otherwise resolved to allow Lender to exercise, foreclose or otherwise realize upon its security interest in the Property within 90 days after the initial filing thereof, the personal liability of Borrower shall be limited to an amount equal to all sums due under the Loan Documents during the pendency of such proceeding (including court costs and attorney's fees and expenses incurred from such proceeding);

(iv) the sale, transfer or other conveyance of all or any part of Borrower's interest in the Property, or of any ownership or equity interests in Borrower or in any constituent owner of Borrower at any tier, without Lender's written consent, if and to the extent such consent is required under the Loan Documents; or

(v) gross negligence or willful misconduct of Borrower;.

In addition, nothing contained in any of the Nonrecourse Provisions shall relieve Borrower from personal liability for the payment and performance of the indebtedness and obligations evidenced or arising under this Note, the Deed of Trust and the Loan Documents, but only to the extent of any damages, losses, costs or expenses suffered or incurred by Lender as specified below, including without limitation all costs incurred by Lender in enforcing its rights and remedies under the Loan Documents, if any of the following events or conditions occur:

(vi) failure by Borrower to pay to Lender: (1) proceeds paid under any insurance policies by reason of damage, loss or destruction to any portion of the Property; or (2) proceeds or awards resulting from a condemnation or other taking in lieu of condemnation, relating to any portion of the Property; to the full extent such insurance proceeds or condemnation proceeds or awards are payable to Lender or should be paid to Lender under the terms of the Loan Documents;

(vii) failure by Borrower to pay all general and special city, county and state taxes or special assessments or encumbrances, charges and liens which are or may be prior or superior to the lien of the Deed of Trust;

(viii) failure by Borrower to cause to be maintained upon the Property such insurance coverage as may be required under the Loan Documents;

(ix) failure by Borrower to (1) keep the Property in good condition and repair, including, without limitation, maintaining all structures on the Property free of (a) any liquid water and/or water vapor intrusion in amounts that could support the growth of fungus and/or mold inside the structures and (b) any sites of growing fungus and/or mold inside the structures; or (2) comply with all laws and ordinances affecting the Property;

(x) Borrower's removal of personal property from the Property in violation of the requirements of the Deed of Trust; to the full extent of the full replacement value of the personal property so removed;

(xi) failure by Borrower to deliver to Lender, prior to or upon foreclosure of the Deed of Trust, or to any receiver of the Property appointed upon the request of Lender, all security deposits held by or for Borrower pursuant to any leases of the Property; to the full extent of the aggregate sum of all such security deposits plus interest, if any, required by law or by the terms of any lease to be paid thereon; or

(xii) Borrower commits waste or allows waste to be committed on or at the Property.

C. No Release, Impairment or Waiver due to Nonrecourse Provisions: If any of the Nonrecourse Provisions conflict with any other provisions contained in this Note, the Deed of Trust or the other Loan Documents pertaining to Borrower's liability for sums due thereunder, the Nonrecourse Provisions shall prevail; provided, however, nothing contained herein shall be deemed to be a release or impairment of the lien or charge of the Deed of Trust or limit in any way, or be construed as a waiver of, any of the rights of the Lender to foreclose the Deed of Trust or the rights of Lender to enforce any of its non-monetary default remedies under this Note, the Deed of Trust or the other Loan Documents. Further, nothing contained in the Nonrecourse Provisions shall: (a) impair the validity or enforceability of this Note, the Deed of Trust or any other Loan Document; (b) prevent Lender from seeking any equitable or other relief or remedy with respect to the protection of Lender's interest in the Property or the rents, income, issues, profits and proceeds thereof, including without limitation the appointment of a receiver for the Property; (c) limit or otherwise affect Lender's right to name Borrower in any lawsuit or proceeding for the enforcement of any right or remedy of Lender under or with respect to the Loan, other than for the collection of any monetary obligation of Borrower to Lender under the Loan Documents which is not expressly permitted by the terms of any of the Nonrecourse Provisions; or (d) be deemed a waiver of any right which Lender may have under Sections 506(a), 506(b), 1111(b) or any other provision of the Bankruptcy Code, as amended, or any successor statute thereto, or under any similar provisions of any state law, to file a claim for the full amount of the indebtedness owing to Lender by Borrower or to require that all of the Property shall continue to secure all of the indebtedness owing to Lender in accordance with this Note, the Deed of Trust and the other Loan Documents.

D. Nonrecourse Provisions Applicable Only to Named Borrower. The Nonrecourse Provisions shall apply only to the undersigned Borrower and not to any subsequent owner of the Property.

-----------------------------------------------------------------------------

Investors

2028 E Gondola Lane

Gilbert, AZ 85234

602-292-2954

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INVESTORS

100.00

$1,500.50

April 7, 2023

Pacific Premier Trust, Custodian FBO INVESTOR IRA

Pacific Premier Trust, Custodian FBO INVESTOR IRA

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Title:

P.O. Box 981012

Boston, MA 02298

602-122-4321

TBD

TBD

TBD

TBD

n/a

n/a

SEND CHECK

April 7, 2023

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

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

Maricopa

7th day of April, 2023

TRUE

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

Lot 12, Block 4, Verde Vista subdivision, according to Book 8 of Maps, Page 12 and amended Plat of Verde Vista

subdivision recorded in Book 10 of Maps, Page 19, records of Maricopa County, Arizona;

Note: A Plat of Mesa recorded in Book 23 of Maps, Page 18, thereof, records of Maricopa County, Arizona, purports to show the above property as Lot 12, Block 22, Mesa.

Except that portion of the above description described as follows:

Beginning at the Southwest corner of Lot 12, Block 99, City of Mesa, according to Book 23 of Maps, Page 18, records of Maricopa County, Arizona;

Thence East a distance of 5 feet;

Thence northwesterly to a point on the West line of said Lot 12, said point lying 5 feet North of the Southwest corner of said Lot 12;

Thence South 5 feet to the true point of beginning, as quit claimed to the City of Mesa in deed recorded September 25, 1981, in Docket 15540, Page 318.

For information purposes only: 545 North Sirrine, Mesa, AZ 85201-5938

APN/Parcel ID: **137-25-034, and 137-25-034 4**

$170,000

Aetos Investments LLC, an Arizona Limited Liability Company

Weststar Loan Servicing, LLC

Weststar Loan Servicing, LLC

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**ASSIGNMENT OF NOTE**

Secured by a Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing dated April 7, 2023,   
executed by Aetos Investments LLC, an Arizona Limited Liability Company, as Trustor,   
to Investors, as Beneficiary, and   
recorded on \_\_\_\_\_\_\_\_\_\_\_   
in Instrument Number \_\_\_\_\_\_\_\_\_\_\_,   
in the records of Maricopa County, Arizona

**ASSIGNOR**

**Investors**

**ASSIGNEE**

**Pacific Premier Trust, Custodian FBO INVESTOR IRA**

When recorded mail to:

Pacific Premier Trust, Custodian FBO INVESTOR IRA

P.O. Box 981012

Boston, MA 02298

**ASSIGNMENT OF BENEFICIAL INTEREST UNDER DEED OF TRUST**

DATED: April 7, 2023

FOR VALUE RECEIVED, the undersigned, as Beneficiary or successor thereto, hereby assigns to Pacific Premier Trust, Custodian FBO INVESTOR IRA, whose address is P.O. Box 981012, as Assignee-Beneficiary, all of Beneficiary’s interest under that Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing dated April 7, 2023, executed by Aetos Investments LLC, an Arizona Limited Liability Company, as Trustor, to Weststar Loan Servicing, LLC, as Trustee, and recorded on \_\_\_\_\_\_\_\_\_\_\_ in Instrument Number , in the records of County, Arizona; which affects the real property described in Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER with any and all notes and contracts described or referred to in said Deed of Trust, all sums, including interest due or to become due thereunder, and all rights accrued or to accrue thereunder.

The undersigned has not assigned, encumbered or transferred its beneficial interest in the said Deed of Trust, except as provided in this Assignment of Beneficial Interest under Deed of Trust.

IN WITNESS WHEREOF, Beneficiary has signed this instrument as of this 7th day of April, 2023.

Assignor-Beneficiary:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INVESTORS

STATE OF ARIZONA )

) ss.

County of Maricopa )

On the 7th day of April, 2023 before me appeared Corey Schwartz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her//their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

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

Signature of Notary

Affiant: \_\_\_\_\_ Known

\_\_\_\_\_ Produced ID

Form of ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**to**

**ASSIGNMENT OF BENEFICIAL INTEREST UNDER DEED OF TRUST**

**Legal Description**

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

**Lot 12, Block 4, Verde Vista subdivision, according to Book 8 of Maps, Page 12 and amended Plat of Verde Vista**

**subdivision recorded in Book 10 of Maps, Page 19, records of Maricopa County, Arizona;**

**Note: A Plat of Mesa recorded in Book 23 of Maps, Page 18, thereof, records of Maricopa County, Arizona, purports to show the above property as Lot 12, Block 22, Mesa.**

**Except that portion of the above description described as follows:**

**Beginning at the Southwest corner of Lot 12, Block 99, City of Mesa, according to Book 23 of Maps, Page 18, records of Maricopa County, Arizona;**

**Thence East a distance of 5 feet;**

**Thence northwesterly to a point on the West line of said Lot 12, said point lying 5 feet North of the Southwest corner of said Lot 12;**

**Thence South 5 feet to the true point of beginning, as quit claimed to the City of Mesa in deed recorded September 25, 1981, in Docket 15540, Page 318.**

**For information purposes only: 545 North Sirrine, Mesa, AZ 85201-5938**

**APN/Parcel ID: 137-25-034, and 137-25-034 4ENDORSEMENT OF PROMISSORY NOTE**

**To: Weststar Loan Servicing, LLC Account No. \_\_\_\_\_\_\_\_\_\_\_\_\_**

The undersigned, as assigning payee on the Note herein described, does hereby instruct Weststar Loan Servicing, LLC, as Servicing Agent, to attach this Endorsement to the original Note held under the above account and dated April 7, 2023, in the sum of $170,000, as signed by Aetos Investments LLC, an Arizona Limited Liability Company, (“Promisor”), and payable to Investors, Promisee, together with any security represented by a Deed of Trust dated April 7, 2023, recorded \_\_\_\_\_\_\_\_\_\_\_ in Instrument \_\_\_\_\_\_\_\_\_\_\_ in the official records of the Recorder of Maricopa County, Arizona;

Investors as owner and holder of the Note and Deed of Trust as to a 100.00% undivided interest, does hereby

**ASSIGN TO AND PAY TO THE ORDER OF**: Pacific Premier Trust, Custodian FBO INVESTOR IRA WITHOUT RECOURSE, COVENANT, WARRANTY OR REPRESENTATION BY THE UNDERSIGNED OF ANY KIND, EXPRESS OR IMPLIED.

**SAID ENDORSEMENT HEREBY BECOMES A PART OF AND AN EXTENSION TO THE DESCRIBED NOTE.**

Dated this 7th day of April, 2023

Assignor-Beneficiary:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INVESTORS

**DISBURSEMENT AUTHORIZATION**

**To: Weststar Loan Servicing, LLC Account No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

In conjunction with the Assignment of Beneficial Interest Under Deed of Trust, Weststar Loan Servicing, LLC, as Servicing Agent, is hereby instructed to begin remitting payments to the New Payee as defined below on the account referenced above effective immediately.

**FUNDS WILL BE HELD IN A NON-INTEREST BEARING ACCOUNT UNTIL THIS INSTRUCTION IS RETURNED FULLY COMPLETED AND SIGNED BY ALL OF THE PARTIES TO THIS TRANSACTION.**

Please type or clearly print the names of all parties to this transaction. All parties must sign above their names. Parties must sign in their capacity if as Trustee or if as an Officer of an entity.

Date: 7th day of April, 2023

ASSIGNING PAYEE:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INVESTORS

NEW PAYEE:

Pacific Premier Trust, Custodian FBO INVESTOR IRA

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Title:

Agreed to and accepted by:

Weststar Loan Servicing, LLC

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Servicing Account: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REQUEST FOR FULL RELEASE AND FULL RECONVEYANCE**

To: Weststar Loan Servicing, LLC, As Trustee

The Undersigned is the legal owner and holder of the note and all other indebtedness secured by the Deed of Trust dated April 7, 2023 and recorded \_\_\_\_\_\_\_\_\_\_\_, in Recorder’s No. \_\_\_\_\_\_\_\_\_\_\_ Records of Maricopa County, Arizona, and covenants and warrants that said interests have not been transferred, hypothecated or otherwise acquired by any party or parties other than the undersigned.

You are hereby notified that said note and all other sums and indebtedness secured by said Deed of Trust have been fully paid and satisfied, and you are hereby requested and directed upon surrender to you of said note, Deed of Trust, and evidence of any other indebtedness secured thereby, for cancellation and retention, and upon payment to you of any sums owing to you under the terms of said Deed of Trust, to reconvey, without warranty, to “the person or persons legally entitled thereto“ the estate now held by you thereunder.

Beneficiary: Pacific Premier Trust, Custodian FBO INVESTOR IRA

Pacific Premier Trust, Custodian FBO INVESTOR IRA

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Title:

**SERVICING AGREEMENT SIGNATURE PAGE**

The undersigned hereby enters into the Servicing Agreement (the "Servicing Agreement") for Weststar Loan Servicing, LLC, servicing account number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ servicing the Promissory Note dated recorded , in Recorder’s No. Records of County, Arizona, in the sum of , as signed by Aetos Investments LLC, an Arizona Limited Liability Company. By executing this Servicing Agreement Signature Page, the undersigned hereby executes, adopts and agrees to all of the terms, conditions, representations and agreements of the Servicing Agreement. **This Servicing Agreement Signature Page is to be attached to the Servicing Agreement identified above as evidence of the agreement of the undersigned to become a party thereto.**

Dated:

|  |  |  |
| --- | --- | --- |
| Pay 100% of each interest payment to: | | |
| **PAYEE** | Pacific Premier Trust, Custodian FBO INVESTOR IRA, SS/EIN: | |
| Send Payments to:  Pacific Premier Trust, Custodian FBO INVESTOR IRA  P.O. Box 981012  Boston, MA 02298 | Send Correspondence to:  Pacific Premier Trust, Custodian FBO INVESTOR IRA  P.O. Box 981012  Boston, MA 02298  With Copy To:  Loanatik, LLC  4701 East Grandview Rd  Phoenix, AZ 85032  Attn: Corey Schwartz |
| ⌦ | Pacific Premier Trust, Custodian FBO INVESTOR IRA  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Title: | |

The Servicing Agent is hereby instructed:

1. To request and await written direction from Lenders as to how to apply any default and/or prepaid principal, interest or fees among Lenders; and

2. To have Lender review any payoff or demand request prior to providing requested information to borrower or any other party; and

3. To notice lender in the event of an impound shortage for property taxes or insurance; and

4. Principal ownership percentages are as stated in the promissory note; and

5. The Note does not entitle the Borrower to a grace period for payments (the payment is due on the first day of every month with a late fee of 10% assessed on the second day of the month). Servicing Agent is to bill the Borrower for the late fee instructing the Borrower that the late fee is to be paid with the next monthly payment; and

6. To not charge interest on any past due interest as allowed for under the Note unless instructed to do so by the lender in writing; and

7. Servicing Agent is authorized to speak to and accept instructions from Corey Schwartz and/or Loanatik, LLC as if those instructions were given by the undersigned lenders and/or assigns.

8. Servicing Agent is hereby instructed to accept and disburse any and all funds received from or on behalf of any borrower regardless of the status of the loan including, but, not limited to, when the loan is in default, has matured or is in collections or foreclosure.