

CHECKLIST

**REQUIRED FOR ALL NEW ACCOUNTS**

**a new account will not be accepted for servicing without these items**

Birthday information for all parties

Social Security Number or TIN # for all parties

Servicing Instructions signed by all parties

Setup Fee (see servicing instructions sheet)

Property Parcel Number (if real property)

Closing Statement (if closed by title company)

legible copy of picture ID for all parties

**NECESSARY FOR ACCURATE PROCESSING**

Taxes and Insurance collection (if applicable) (**check both**)

Copy of insurance certificate

Copy of tax certificate is included

HOA invoice (if applicable) Interest Calculation Method (**choose one**)

**Periodic Interest** means that interest is calculated on a 360-day year and 30 days between payments regardless of date of payment.

**Daily Interest** means that interest is calculated on a 365-day year and the actual number of days between payments.

Payoff Documents (**choose one**)

Weststar Pacific Mortgage is named as trustee in the Deed of Trust

EXECUTED BUT UNRECORDED Release document is provided Special Instructions Noted on servicing instruction sheet

Due in full date (if applicable)

Prepayment penalty and/or Termination Fee (if applicable)

Balloon penalty (if applicable)

Special payment processing requirements

**OPTIONAL**

Direct Deposit form filled in and signed by lender

Automatic Withdraw form filled in and signed by borrower

**DOCUMENTS CHECKLIST**

**(choose one)**

Note – Deed of Trust – Executed Release OR Weststar Pacific Mortgage Named as trustee

Agreement for Sale – executed but unrecorded warranty deed

Purchase Contract – executed but unrecorded warranty deed

Option Contract

Memorandum of Option

Lease Option

Lease

Personal Property Note

##### WestStar good logoLOAN 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.***

## Interest Rate 10.5%

**ACCOUNT INFORMATION**

Periodic Calculation Method required (P or D - refer to checklist for description)

April 7, 2023 Interest Start date

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**Payment** June 1, 20231st Due Date

April 1, 2026 Balloon Date (Due in full)

N Underlying Lien (Y/N) \*\*\* PLEASE FILL IN SECTION BELOW

**APN or Parcel required if real property:**137-25-034, and 137-25-034 4

<B>orrower Who pays monthly service fees (B-Payor; S-Payee; SP-Split – refer to fee schedule)

|  |  |  |
| --- | --- | --- |
| $1,487.50 |  | Principal and Interest (or Lease) Amount (per payment) |
| 0.00 |  | Impound Amount (per pmnt – if to be impounded by Weststar) |
| 13.00 |  | Monthly Payor Fee Estimate (subject to update by WPM) |
| 0.00 |  | Wrap-around (Underlying) Lien Amount (if applicable) |
| $1,500.50 |  | TOTAL ESTIMATED PAYMENT AMOUNT |

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**Impound Collection X** 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 #

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**Late Charge 10** % Late Fee If not paid: Add to Balance Reject Pmnt

(check one) XX Accrue in a separate field

0 # of days allowed

N Are there other late provisions such as $ per day etc. (Y/N)

Y Automatic Late Notice @ 15 days (Y/N) \*\*additional Payor fee

### \*\*\*Payor Initials: \*\*\* Beneficiary Initials:

**\*\*\*Payor Initials: \*\*\* Beneficiary Initials:**

**Payor(s)**

**CONTACT INFORMATION**

**1st Payor Name:** : Aetos Investments LLC, an Arizona Limited Liability Company

Address: 2748 E Hale St \_ City : Mesa State : AZ Zip: 85213\_

SS# or TIN required : \*\*\*-\*\*-\*\*\*\*

Birthdate required: XX/XX/XXXX

Phone Work: NA Phone Cell: 480.249.4622 Phone Home: 480.249.4622

Primary email address : nbrokalakis@yahoo.com

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**Lien Holder(s)**

**Beneficiary** Name: Thomas & Hanne Farrar

Address : 2028 E Gondola Lane

City, State Zip : Gilbert, AZ 85234

Phone: 602-292-2954

Primary SS# or TIN required: XXX \_

Birthdate required: **Error! Reference source not found.**

Primary email address : jrosebrough@loanatik.com

2nd Payee Name:

Address :

City : State : Zip:

Primary SS# or TIN required :

Birthdate required:

Phone : \_ Primary email address :

### \*\*\*Payor Initials: \*\*\* Beneficiary Initials:

**\*\*\*Payor Initials: \*\*\* Beneficiary Initials:**

**Underlying Lien Information (if applicable)**

Lien Holder Name: Thomas & Hanne Farrar

Address Required: 2028 E Gondola Lane, Gilbert, AZ 85234

City : State : Zip:

Phone: Acct/Loan # : NONE

Next payment due: June 1, 2023

Full Payment Amount: $

Are taxes and Insurance included in this loan? N

# Ownership Description

**Required**

□ Residential □ Commercial Property □ Vacant Land

XX

**SPECIAL INSTRUCTIONS**

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.

\*\*\*\*\*\*\*\*\*\*\*\*\*\* ADDITIONAL INSTRUCTIONS:

This is a SECOND POSITION LIEN.  As such, Payor and Beneficiary hereby instruct the Servicer to collect and pay any and all amounts due on the first lien concurrently with the payments due for the second lien.  If there are any additional fees, costs, or expenses associated with implementing this instruction, they are to be paid in their entirety by the Payor.

I agree to be bound by these additional instructions attached to the Account Servicing Agreement.

### \*\*\*Payor Initials: \*\*\* Beneficiary Initials:

**\*\*\*Payor 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. All payments are subject to acceptance by the lien holder and clear funds.
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** fees shall continue to accrue until the account is formally closed and all fees then due have been paid. Weststar may refer the fee balance due to attorney for collection. The parties hereto agree to pay for all legal services associated with collecting that balance.
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.
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.

**\*\*\*Payor Initials: \*\*\*Beneficiary Initials:**

**\*\*\*Payor Initials: \*\*\*Beneficiary Initials:**

**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)

Fed Ex 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

Storage Retrieval $35.00

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: Date:**

**\*\*\*Beneficiary SIGNATURE: Date:**

#### WestStar good logoLOAN SERVICE INSTRUCTIONS (NMLS #93243, AZBK 0901413 - Revised 2017)

**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 CRF 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](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.

□

X

Option 2:

Please follow the below instructions on ALL my loans.

□

**\*\*\*Beneficiary SIGNATURE:**

**\*\*\*Beneficiary SIGNATURE:**



**DIRECT DEPOSIT REQUEST FORM**

DATE: April 7, 2023

CUSTOMER NAME: Thomas & Hanne Farrar

WESTSTAR ACCOUNT NUMBER:

DEPOSIT FUNDS TO:

US Bank

EP-MN-WN1A

ST. PAUL,MN 55107-1419

ABA ROUTING NUMBER: 091408501

FOR CREDIT TO

the account of Thomas & Hanne Farrar

ACCOUNT NUMBER: 175091064238

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.

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.**



**Website Support Instructions for New Loan Holders**

1. The first thing you will do from [www.westloan.com](http://www.westloan.com/) is click on ‘**Register a new Account**’.
2. Your email address will now be your username. Enter that on the Register page along with a valid password using the rules displayed on the screen. The password should include:
   1. Upper case character (A-Z)
   2. Lower case character (a-z)
   3. Numeric Digit (0-9)

4. Special Character (.,[]{}|\/?!@#$%^&\*())

5. And it must be at least 6 characters long.

1. A link will be sent to your inbox to confirm your email address. After you confirm your email address, you will be able to log in.
2. Once you log in, you will be brought to a one-time only screen to connect your loan your username. This screen is the **Find your Loan** screen.
3. Enter **Type:** Loan, **Loan Number:** xxxxxxxxx, **Secret:** Is the full social security number that we have on file for this account. (all 9 digits, no dashes)
4. Once you get the ‘Successfully linked service account’ message, select the **Go to Dashboard** link.
5. Now you are done with the Find your Loan screen. The next time you log in, you will be brought directly to the **Dashboard**.
6. Click **Detail View** to see a summary of your loan’s information.
7. On the left-hand side of the screen you will see options for **Payment History** and **Impound History**.

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

480.249.4622

nbrokalakis@yahoo.com

NA

480.249.4622

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

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

Thomas & Hanne Farrar

2028 E Gondola Lane

Gilbert, AZ 850234

1

Thomas & Hanne Farrar

2028 E Gondola Lane

Gilbert, AZ 85234

100%

170,000

jrosebrough@loanatik.com

602-292-2954

XXX

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

Thomas & Hanne Farrar

US Bank

EP-MN-WN1A

ST. PAUL,MN 55107-1419

ABA ROUTING NUMBER: 091408501

FOR CREDIT TO

the account of Thomas & Hanne Farrar

ACCOUNT NUMBER: 175091064238

Thomas & Hanne Farrar

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ray R. Thurston, Manager

Jackson State Bank

Jackson, WY 83001  
ABA #102301209

For Credit To: Edgewood, LLC  
Acct #2226335

Bank Phone: 307-733-3737

\*\*Direct Deposit Form Attached

**Edgewood, LLC**

6226 N Cattle Track Road

Scottsdale, AZ 85250

**Telephone: (480)** 922-4100

Thomas & Hanne Farrar as to a 100% undivided interest

Thomas & Hanne Farrar

2028 E Gondola Lane

Gilbert, AZ 850234

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

Thomas & Hanne Farrar

(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.

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