

First American Title

12
Yo:

Return To: U.S. Bank Home Mtg
7601 Penn Ave S, Ste A1
Richfield, MN 55423

Prepared By: Noelle Zaitz
17851 N 85th St Ste 205
Scottsdale, AZ 85255

221-5998542

Deed of Trust

Definitions. Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "*Security Instrument*" means this document, which is dated October 1, 2019, together with all Riders to this document.

(B) "*Borrower*" is PRESTON D. MEADOWS, A SINGLE MAN AND MACY PHUNG, A SINGLE WOMAN AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP. Borrower is the trustor under this Security Instrument. Borrower's mailing address is 1834 E ADAMS ST, PHOENIX, AZ 85034.

(C) "*Lender*" is U.S. Bank National Association. Lender is a national bank organized and existing under the laws of the United States of America. Lender's mailing address is 4801 Frederica Street, Owensboro, KY 42301. Lender is the beneficiary under this Security Instrument.

(D) "*Trustee*" is Mark Bosco. Trustee's mailing address is 2525 E. Camelback Road, Floor 3, Phoenix, AZ 85016.

(E) "*Note*" means the promissory note signed by Borrower and dated October 1, 2019. The Note states that Borrower owes Lender Two hundred fifty one thousand and 00/100 Dollars (U.S. \$251,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2049.

(F) "*Property*" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "*Loan*" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.



(H) "*Riders*" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "*Applicable Law*" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "*Community Association Dues, Fees, and Assessments*" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "*Electronic Funds Transfer*" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "*Escrow Items*" means those items that are described in Section 3.

(M) "*Miscellaneous Proceeds*" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "*Mortgage Insurance*" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "*Periodic Payment*" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "*RESPA*" means the *Real Estate Settlement Procedures Act* (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "*Successor in Interest of Borrower*" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.



Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county treasurer of the county in which the sale took place.


23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

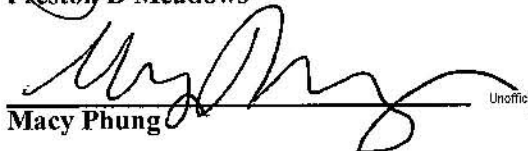
25. Time of Essence. Time is of the essence in each covenant of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Borrower



Preston D Meadows



Macy Phung

Unofficial Document



Acknowledgment

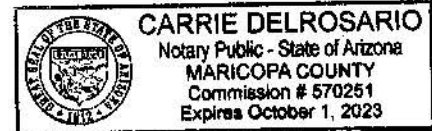
State of Arizona

County of Maricopa

This instrument was acknowledged before me on 10/1/2019 by Preston D Meadows.

[Signature]
 Notary Public

Carrie Delrosario
 (Print Name)

My commission expires: 10/1/2023**Acknowledgment**

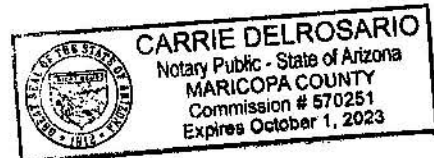
State of Arizona

County of Maricopa

This instrument was acknowledged before me on 10/1/2019 by Macy Phung.

[Signature]
 Notary Public

Carrie Delrosario
 (Print Name)

My commission expires: 10/1/2023

Loan Origination Organization: U.S. Bank National Association

NMLS ID: 402761

Loan Originator: Connie Susanne Maxson

NMLS ID: 553828



EXHIBIT 'A'

File No.: **221-5998542 (CD)**

Property: **1834 East Adams Street, Phoenix, AZ 85034**

**LOT 21, BLOCK 34, COLLINS ADDITION, AN ADDITION TO THE CITY OF PHOENIX,
ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF
MARICOPA COUNTY, ARIZONA, IN BOOK 1 OF MAPS, PAGE 11, THEREOF.**

A.P.N. 115-03-049 1