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OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLE

at the request of Arizona Title Agency, Inc.

when recorded mail to

Sesh M. Evans
P.O. Box 354
Higley, AZ 85236

DATE/TIME: 12/12/06 1502
FEE: \$20.00
PAGES: 9
FEE NUMBER: 2006-169828

06011480-048

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Official Records

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE**, entered into in triplicate, this **DECEMBER 4th**, 2006, between **SESH M. EVANS**, an unmarried woman, as **SELLER**, whose address is **P.O. Box 354, Higley, Arizona, 85236**, and;

ROGER EARL COE, as **PURCHASER/S**, whose address is;

96 West Angus, Queen Creek, AZ 85242

for the property known as: **93 WEST ANGUS RD., QUEEN CREEK**, located in **PINAL COUNTY, ARIZONA**, with Purchaser taking title as:

Married Man, Sole and Separate Property;

WITNESSETH:

That seller, in consideration of the covenants and agreements of Purchaser, hereinafter contained, agrees to sell and convey unto Purchaser, and the Purchaser agrees to buy, all that certain real property together with all and singular the rights and appurtenances thereto in any way belonging situate in the County of Pinal, State of Arizona, described as follows, to wit:

LOT 57, OF PARCEL 5 AT CIRCLE CROSS RANCH, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN CABINET D, SLIDE 89.

The title to which is understood and agreed to be subject to all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, restrictions, obligations and liabilities as may appear of record;

FOR THE SUM OF: \$ 239,000.00 (TWO HUNDRED THIRTY NINE THOUSAND DOLLARS) in lawful money of the United States, and Purchaser agrees in consideration of the premises to pay said sum in the following manner:

- \$ 2,000.00** as a non-refundable **EARNEST DEPOSIT**, acknowledged as received by Seller, as of this date;
- \$ 8,000.00** due on **December 22nd**, 2006, as certified funds
- \$ 229,000.00** as the balance due payable to the Seller, per the following terms of this Agreement For Sale;

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1) TERMS OF PAYMENT: This Agreement for Sale shall include the following terms:

PRINCIPAL AMOUNT OF LOAN DUE: A portion of the purchase price shall be financed by the Seller and paid by the Purchaser over time as follows:

STARTING BALANCE OWED: \$ 229,000.00

INTEREST RATE: Unpaid principal shall bear interest at an annual rate of (7.95%) for the duration of this agreement beginning at the close of escrow, or upon the recording of this document, whichever is sooner.

Interest only \$1,530/mo for first (7) years = \$1,753/month

MONTHLY PAYMENT: The initial required monthly payment shall be (\$ 1,923.00) which includes interest and principal in the amount of (\$ 1,700.00) which shall remain constant during the term of this agreement. The remainder of the total payment shall include a monthly 1/12th pro-rata portion of the estimated annual real estate tax and assessments due for the property, currently projected to be (\$ 111.00), plus the monthly homeowners dues, which is currently about (\$ 64.00), and also 1/12th of the annual amount paid for the Seller's own hazard insurance policy on the property, which equals approximately (\$ 48.00). The purchasers must also pay for and obtain a one year hazard policy in their name at closing and pay this directly each year and provide the Seller with proof of payment for this on an annual basis. Periodically, some of the above figures may adjust up or down, due to increases or decreases in annual payments due, at which time, Seller shall send notice to Purchaser of a change in the monthly amount due, and Purchaser may be required to make up shortages if any of the above estimates are incorrect.

DEFAULT RATE: If payments are at least (30) days past due, the principal balance shall bear interest at a default rate FIVE PERCENT OVER the interest rates as stated above. Said default rate shall begin on the 31st day following the due date of the payment until payments are brought current. Payments are first applied to accrued interest and penalties, then to principal.

2) METHOD OF PAYMENT: The above payments will be made directly to the Seller into a bank account of Seller's choice. The Seller will in turn, use the proceeds received from the Purchaser to make payments due for Real Estate Taxes, Hazard Insurance, Homeowner's Dues, as well as timely payments of monthly mortgages due if there are underlying mortgages. The Purchaser will be responsible for making premium payments for their Hazard Insurance directly. Seller will provide Purchaser proof of any payments made within thirty days of a written request.

3) AMORTIZATION OF PRINCIPAL: Monthly payments shall first be applied to accrued interest due, then to penalties, then to other items, with any residual amount applied toward principal, which amortizes and fully pays off the principal due over time. Monthly payments of principal and interest will be due under this Agreement in the fixed amount stated herein, until all principal and unpaid interest are paid in full.

4) DUE DATE: The monthly payment stated above will be due in arrears on the 22ND day of each month commencing on JANUARY 22ND, 2007, and will be due on the same day each month thereafter during the term of this Agreement for Sale. Failure to pay any required monies due shall be considered a default under this Agreement for Sale.

5) LATE FEES: If any required payment is not received by the Seller's bank within THREE DAYS of the above stated due date, a late fee in the amount of FIVE PERCENT (5%) of the total monthly amount due shall be assessed each time a payment is received late. Said late fee shall be considered additional interest due for the purposes of this Agreement. If the Purchaser makes a short payment, or fails to include required late fees, Seller's bank will accept a short payment, but Seller will then send Purchaser a THIRTY DAY DEMAND LETTER, indicating the amount still due. If Purchaser fails to cure this shortage within this thirty day period, they will be in default under this Agreement for Sale & forfeiture shall commence pursuant to Arizona Law.

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6) UNDERLYING LIENS AND ENCUMBRANCES: Seller hereby discloses that there currently are existing mortgages or deeds of trust encumbering the property, and that Seller will NOT pay them off prior to closing. Seller agrees to apply Purchaser's monthly payments to the monthly payments due on these liens, per their stated terms.

The underlying liens are disclosed as follows:

LIEN IN 1ST POSITION: Principal Due Now \$ 200,000 Minimum Monthly Due \$ 1,062.50
Lien Holder: Washing Mutual Bank

LIEN IN 2ND POSITION: Principal Due Now \$ 0 Minimum Monthly Due \$ 0.00
Lien Holder: Washing Mutual Bank \$ 24,700 Unused Line of Credit

Purchasers understand this contract will wrap around the above indicated liens, and that they are assuming the Seller's obligation to pay them, and that these liens may contain provisions for balloon payments, pre-payment penalties, negative amortizations, interest only payments, unauthorized assignments, alienation of title, as well as late fees and penalties. The Purchasers are aware that these liens are of public record and has satisfied themselves thru a title search that they approve of said liens and agree to hold Seller harmless if any of the lenders assert defaults as a result of a perceived breach of the loan documents by the creation of this Agreement for Sale, or any action taken by the Purchaser. All parties agree that the above liens shall also remain the obligation of the Seller, and even though they are being assumed by the Purchaser, Seller will not be relieved of Seller's obligations to pay such debt. If any of the above liens should be accelerated by any of the above indicated lenders or their assigns, or if any of said lenders issues a written notice of their intent to exercise any due on sale remedy they may have, the Purchaser in this contract hereby agrees that all principal due under this Agreement of Sale shall accelerate and agrees to obtain a new loan or use their own funds to pay off the principal balance due the Seller under this contract, who will in turn, pay off the underlying liens. If any notice of an acceleration is received by the Seller, they may send the Purchaser a (30) day notice of acceleration of this contract, that specifies the balance due of all monies owed to date by the Purchaser, which shall include all principal and accrued and unpaid interest, and all amounts due on the underlying liens. If after (30) days, all monies due are not paid to the Seller, the Seller may record a (20) day Notice of Election to Forfeit and initiate Forfeiture proceedings, including Forfeiture by Notice, pursuant to A.R.S. 33-741 thru 33-750, unless said breach is cured within the periods specified.

7) DEMAND NOTICES: If Seller becomes aware of any breach of the terms of this contract, they may send a THIRTY DAY demand notice to cure said breach directly to the Purchaser, or have their agent send a notice to the Purchaser on their behalf. Any costs for sending these notices shall be reimbursed to Seller or Seller's agent by the Purchaser.

8) SELLER'S RIGHT TO ACCELERATE AFTER FIVE YEARS: Notwithstanding any other provisions of this agreement, after FIVE YEARS, the Seller may accelerate the required payment of all principal and require it to be paid in full, along with any unpaid interest, and other items due. This right to accelerate shall be entirely within the Seller's discretion, and may occur at any point in time during the duration of this Agreement for Sale, after the initial five years. If Seller wishes to accelerate the payments due, a (60) day notice must be mailed to Purchaser. Purchaser's failure to pay all principal and unpaid interest due by the end of this (60) day period, shall be considered a failure to pay monies due under this contract pursuant to the definitions appearing in A.R.S. 33-741(3), and the procedure for Forfeiture appearing in A.R.S. 33-742(A), and shall subject Purchaser to Forfeiture by Notice pursuant to A.R.S. 33-743, A.R.S. 33-744, and or A.R.S. 33-745. However, Seller shall retain the right to pursue any and all other remedies in law for default, including but not limited to those provided for in A.R.S. 33-748.

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9) PRE-PAYMENT PENALTY: A pre-payment penalty will be charged to the Purchaser in the amount of (6%) of any funds received by the Seller, or by their agent, at any point during the term of the Agreement for Sale, if said funds are received FOR ANY REASON, prior to the due date indicated in the prescribed amortization of principal as stated above. This penalty will be charged to the Purchaser regardless of their reason for making an early payoff of principal, or for causing an early payoff of principal to be made. This penalty shall be charged even if the Seller receives an early payoff due to a fire, or the destruction of the premises. It shall be charged even if the Purchaser pays the Seller their principal early due to a refinancing or from a sale of the property. The penalty shall also be assessed if any breach of the terms of this contract by the Purchaser results in the Seller being paid off early for any reason, or results in a forfeiture of the property back to the Seller. The only exceptions, under which the pre-payment penalty would not be required, would be if the Seller voluntarily accelerates the loan as prescribed in paragraph (8) above, or if an existing lien holder accelerates an underlying lien, as long as said acceleration was not the result of Purchaser's default under this Agreement for Sale.

10) APPLICATION OF PRE-PAYMENTS: Unless a pre-payment of principal is for the full amount due the Seller at any given time, including the pre-payment penalty required, any excess principal paid shall go directly to the Seller, and not be sent to underlying mortgage companies to pay down Seller's underlying liens or encumbrances, regardless of whether the resulting balance due these companies is greater than what the Purchaser owes the Seller. However, Seller shall still be responsible to pay off said liens and encumbrances if and when Purchaser pays Seller any remaining principal still due to the Seller, including any pre-payment penalties required.

11) PURCHASER MUST MAINTAIN HAZARD INSURANCE: Apart from any policy of hazard insurance that the Seller MAY wish to maintain, the Purchaser MUST maintain a policy of hazard insurance on the property at all times, the terms of which must be acceptable to the Seller. The face amount of said policy must be for no less than the sales price of the home. If the Purchaser's hazard policy lapses at any point in time for any reason, or if it is cancelled by the Purchaser voluntarily, it shall be considered a breach of this contract, unless it is replaced without interruption by another policy approved by the Seller in advance and in writing. The Seller must be named as MORTGAGEE on any policy. In the event of any casualty, the Seller must be authorized to receive payments directly from the insurance company, made payable solely to the Seller, without any other party being named on the disbursement check. If a check is for an amount greater than what is due to the Seller (including pre-payment penalties, and other applicable charges), the Seller will reimburse any excess to the Purchaser. If there is an underlying lien holder on the property, the Seller will pay them off as well.

12) ADVANCE AUTHORIZATION TO RELEASE PAYMENT: In anticipation of the possibility of a future casualty at the subject property, and because the Seller is requiring the Purchaser to do so as a necessary condition of this agreement, the Purchaser hereby instructs and authorizes their insurance company in advance, to release any disbursement checks resulting from casualty losses in the future, to the Seller, made payable solely to the Seller, for the full amount of any given loss. Purchaser waives their right to be named as a payee on any future disbursement check from their insurance company until this Agreement for Sale is paid in full, and releases their insurance company from any obligation to do so. Purchaser also agrees that this advance authorization is irrevocable, coupled with an interest, and agrees to supply their insurance company with additional authorizations waiving their right to be named as a payee on any disbursement checks for loss proceeds, should they require them.

13) DEFAULT: Should Purchaser default in making any payment, or in fulfilling any obligation hereunder, Seller may elect to pursue any remedy at law or in equity, including, but not limited to, Forfeiture of Purchaser's interest by Notice, or declaring the sum of all principal and unpaid interest immediately due and payable. If Seller institutes suit against Purchaser to enforce any of Seller's rights under this Agreement for Sale and obtains valid judgment against the Purchaser, Purchaser agrees to pay all costs, expenses and attorney's fees of Seller. If Purchaser defaults

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on the terms of this Agreement for Sale and fails to cure said default within the shortest period allowed by law, Purchaser's interest in the property may, at Seller's discretion, be forfeited in accordance with A.R.S. 33-743, et. seq. In the event of default, Seller, or Seller's agent will mail Purchaser a certified letter stating the nature of the default, to the property address, and allow Purchaser THIRTY DAYS to cure said default. This certified notice shall be considered sufficient notice of breach, even if Purchaser refuses to accept it, or claims not to have received it, for any reason. If said default is not cured within thirty days, Seller will begin the process of forfeiture pursuant to A.R.S. 33-743 to terminate the interest of Purchaser in the property. Purchaser agrees to immediately surrender possession of the property to the Seller at the end of the forfeiture period. If Purchaser holds over at the property after losing title to it as a result of a default, they agree pay the Seller \$300 a day rent, and to be responsible for any damages to the property, as well as any costs required for an eviction, including reasonable attorney's fees. In the event of default and forfeiture, Purchaser must return the property to the Seller in the condition it was in when Purchaser received it, reasonable wear and tear excepted. If Purchaser fails to cure any breach within the prescribed period, Purchaser understands their entire down payment, as well as any other monies paid to Seller under this contract, or any monies paid on the underlying liens, if any, as well as any and all improvements placed on or in said property, shall be forfeit as liquidated damages, and that Purchaser must still pay any rent and other costs due the Seller if Purchaser holds over after forfeiture. If Seller serves a Notice of Election to Forfeit upon Purchaser, Purchaser shall, as a penalty for failure to perform under the provisions of this Agreement for Sale, repay Seller for any costs, fees, charges, or expenses incurred by Seller in the serving of such Notice. If Seller defaults on any of the provisions of the Agreement for Sale, Purchaser's recourse shall be for Specific Performance. In addition to the remedy set forth above, if the Purchaser does not cure the default within the time period set forth above, Seller may accelerate the amounts due under the Agreement for Sale and proceed to a judicial foreclosure as allowed by A.R.S. 33-744. In general, in the event of Purchaser's default, Seller may choose between any and all remedies afforded by law, including but not limited to remedies outlined in A.R.S. 33-742, 33-743, 33-744, 33-745, 33-748, and 33-749, and Purchaser agrees to forfeit their interest in the property pursuant to these remedies, should said default occur.

14) ASSIGNMENTS: An assignment of this Agreement for Sale, or any conveyance that may alienate Purchaser's title interest in the property, (other than a cash sale accompanied by a full payoff of the amount due under this Agreement, including the pre-payment penalty) is NOT ALLOWED, unless Seller gives written approval. If the Purchaser assigns this Agreement to a third party, or alienates their title interest in any manner, the Seller in this contract MAY consider it a breach, & MAY send a thirty day notice of this breach to the Purchaser, at which point, the entire balance due under this agreement shall accelerate, unless prohibited by law. However, if Purchaser first obtains written approval from the Seller, an assignment or alienation may be allowed. Said approval shall be within the sole discretion of the Seller, and may include modifications in the terms of this contract, in compliance with applicable law, as well as an assignment fee to be determined by the Seller per Seller's discretion. **(BUYER MAY ASSIGN).**

15) IMBALANCE OF LIENS: All parties agree that from time to time, or perhaps even at the onset of this agreement, the total obligations due by the Seller on underlying liens may be, or become, greater than the total obligations due by the Purchaser to the Seller. If this imbalance should occur, the Seller must pay off any and all underlying liens in full, only if and when the Purchaser pays off any and all monies due to the Seller under this Agreement for Sale. Aside from paying any standard monthly payments due to underlying lien holders, the Seller shall not be required to make any pre-payments of principal to them, unless the Purchaser pays off any and all monies due to the Seller under this Agreement for Sale. If Purchaser makes any early payments of principal, the Seller will not be required to send these funds to underlying lien holders until and unless the Purchaser's entire balance due under this contract is received.

16) RECORDING OF DOCUMENTS: All parties agree that this Agreement for Sale may be recorded, but that a WARRANTY DEED shall not be recorded until and unless, the terms of this

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Agreement for Sale have been fully satisfied by the Purchaser. Seller may record an assignment of their rights in this Agreement of Sale, at any time. If they do, the assignment will not affect the terms of this Agreement, other than possibly substituting a new beneficiary in place of the Seller.

17) TITLE INSURANCE: If Purchaser wishes to obtain a policy of Title Insurance, and close with a Title Company selected by the Seller, they may do so. However, if after a diligent effort, the Seller is unable to locate a Title Company to handle this transaction, or to issue a Title Policy for any reason, by the closing date specified in this Agreement, all parties agree to simply record this Agreement, without a Title Policy, and without the involvement of a Title Company. In this event, Purchaser will rely upon Seller's disclosures and representations made herein concerning the condition of the title to the property. On the indicated closing date, one copy of this Agreement will be provided to the Purchaser, one to the Seller, and one original will be mailed certified to the Pinal County Recorder along with the accompanying recording fees, which will be paid for by the Seller. If however, the closing of this transaction is being handled by a Title Company, they are instructed to simply prepare a Settlement Statement at closing, and to record this document, along with an Affidavit of Value. No notices or requests for payoff will be sent to any underlying lien holders. NO PRORATIONS will be made at closing.

18) NO ADDITIONAL ENCUMBRANCES: Seller hereby covenants and agrees not to place any additional liens or encumbrances on the property, over and above those already disclosed in paragraph (6) above, after closing. Purchaser hereby covenants & agrees not to place any additional liens or encumbrances on the property, until the agreement is paid off in full.

19) SELLER'S OPTION TO DISCHARGE OBLIGATIONS: If Purchaser defaults on any payment due to the Seller, or fails to make any payment due to another party that might or has become a lien against the property, such as real estate taxes, homeowner's association fines or liens, IRS liens, mechanics liens, assessments, insurance premiums, or any other items that may threaten the Seller's collateral, the Seller shall have the right to make direct payments to said third party, to protect their collateral in this Agreement for Sale, and send a thirty day notice to demand reimbursement from the Purchaser. Purchaser's failure to reimburse Seller for said payments made, as well as any necessary costs and legal fees, within this thirty day period, shall be considered a breach of contract, at which point Seller may initiate forfeiture. Any payments so made by Seller shall be prima facie evidence of the necessity thereof.

20) PURCHASER'S OPTION TO DISCHARGE OBLIGATIONS: If Seller defaults on any payments due for Real Estate Tax or Homeowners Association Dues, Purchaser may make these payments directly & deduct said payments from the principal balance due to the Seller at any given time, without an accompanying pre-payment penalty. The Purchaser may not deduct these payments from the monthly payments due to the Seller. No other obligations of the Seller may be discharged by the Purchaser directly without the Seller's written authorization.

21) SELLER'S OBLIGATIONS TO PURCHASER: If and when the Purchaser meets all their obligations to the Seller under this Agreement for Sale, and makes full payment of all monies due, including any penalties or other items that may be required, the Seller agrees to execute and deliver a good and sufficient warranty deed to the property, free and clear of all encumbrances except those that might have accrued by or through the acts or neglect of Purchaser, or those which Purchaser has specifically agreed to pay for in this agreement, subject to any exceptions to title that may be contained in the commitment for title insurance, as accepted by the Purchaser. In addition to the above, Seller or Seller's agent shall be required to provide Purchaser or their assigns, with an annual accounting of principal and interest paid, as well as a summary of monies paid for real estate tax and homeowners dues.

22) NO WASTE: Purchaser agrees that they and their assigns, will neither commit, nor suffer to be committed, any waste, spoil, or destruction, in or upon the property, which might impair the Seller's security under this Agreement for Sale, and Purchaser agrees to maintain the property in

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good condition at all times. Failure to do so, will be considered a breach and will trigger any and all of Seller's remedies for breach, including initiation of forfeiture.

23) REINSTATEMENT AFTER BREACH: Other than the (20) day reinstatement period prescribed by law in the Notice of Election to Forfeit, Purchaser waives any and all rights to redeem the property or to reinstate their title following a forfeiture or uncured default.

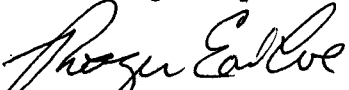
24) HOMEOWNER'S ASSOCIATION: All parties agree that the contact person for the Homeowner's Association shall continue to be the Seller, and that no membership transfer shall occur until Purchaser's debt to Seller is completely paid off. Seller agrees to provide Purchaser with a copy of any notices of violations within (14) days of receipt of said notice, and Purchaser agrees to promptly pay any fines or charges imposed for said violations by the Homeowner's Association. If Purchasers fail to do so, this shall be considered a breach of this agreement & Seller may pay these fines directly and mail a THIRTY DAY demand for reimbursement to the Purchasers. If Seller does make any such demand, the amount due shall be added on to the principal balance due from the Purchaser to the Seller under this contract, and be payable within this thirty day period, as additional principal. If not paid by the end of this period, the Seller may proceed with a Forfeiture by Notice, pursuant to A.R.S. 33-743, 33-744, 33-745 or 33-748, or opt to seek other legal remedies to cure the default. By signing this Agreement, the Purchasers have satisfied themselves that they are familiar with the Homeowner's Association rules.

25) CLOSING: The Closing Date Will Be DECEMBER 22ND, 2006. If a closing agent is used, the Purchaser and Seller will each pay the closing agent for HALF the costs required to handle the closing, including any costs for Title Insurance, and Purchaser will also be required to pay the closing agent for a one year's Hazard Insurance Policy in advance, The Seller will select the Closing Agent (if one is used), but if a suitable Closing Agent cannot be found by the closing date, this Agreement will simply be recorded along with the Affidavit of Value, as specified in Paragraph (17) above.

26) TIME IS OF THE ESSENCE in this Agreement:

Whenever the context of this instrument so requires, words used in the masculine gender include the feminine and neuter, the singular includes the plural, and the plural the singular. Every reference to Seller or Purchaser shall be deemed to constitute a reference to all successors in interests or assigns of the party to which reference is made. This Agreement for Sale shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

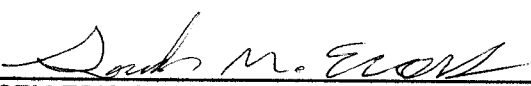
IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year above written.


PURCHASER'S SIGNATURE _____
ROGER EARL COE

12-11-06
DATE _____

PURCHASER'S SIGNATURE _____

DATE _____


SELLER'S SIGNATURE _____
SESH M. EVANS

12/8/06
DATE _____

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(notary's seal)

NOTARIZATION:

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)



DENISE DAVIS-RENO
Notary Public - Arizona
Maricopa County
Expires 07/09/08

SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED BEFORE ME,

Denise Davis-Reno , A NOTARY PUBLIC IN THE STATE OF
Arizona , BY THE ABOVE PARTIES:

Sesh M. Evans ,

THIS 8th DAY OF December , 2006 .

Denise Davis-Reno
NOTARY'S SIGNATURE MY COMMISSION EXPIRES ON 7-9-2008

(notary's seal)

NOTARIZATION:

STATE OF Arizona)
) ss.
COUNTY OF maricopa)



DENISE DAVIS-RENO
Notary Public - Arizona
Maricopa County
Expires 07/09/08

SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED BEFORE ME,

Denise Davis-Reno , A NOTARY PUBLIC IN THE STATE OF
Arizona , BY THE ABOVE PARTIES:

Roger Earl Coe ,

THIS 11th DAY OF December , 2006 .

Denise Davis-Reno
NOTARY'S SIGNATURE MY COMMISSION EXPIRES ON 7-9-2008