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OFFICIAL RECORDS OF PINAL COUNTY RECORDER VIRGINIA ROSS

DATE/TIME: 04/16/2013 1103
FEE: \$12.00
PAGES: 3
FEE NUMBER: 2013-031136



When Recorded Mail & Send Tax Information To:
The Little Leo Group, LLC
36 E Vaughn Ave #119
Gilbert, AZ 85234

REAL ESTATE SALE AGREEMENT

Form containing BUYER, SELLER, Assessor's Parcel #, Effective Date, Purchase Price, CASH SALE, and INSTALLMENT SALE TERMS sections.



(az)

PROPERTY AND DEED

- 1 **Real Property.** The Real Property is legally described on the attached Exhibit A, pursuant to the terms of this Agreement.
- 2 **Conveyance.** Seller shall convey title to the Real Property to Buyer by special warranty deed or its equivalent, not later than thirty (30) days after the fulfillment of Buyer's obligations to Seller under the provisions of this Agreement. Seller hereby grants the right, title and interest of Seller in the Real Property, together with all rights and privileges appurtenant thereto, subject to easements and rights-of-way of record. Seller advises Buyer to obtain title insurance on the Real Property.
- 3 **Notices.** Copies of all notices and communications concerning this Agreement shall be mailed to the parties at the addresses shown above. Any documents or correspondence that relates to this Agreement shall be dispatched by certified mail, return receipt requested. For all documents mailed to persons in the continental United States, any time period shall begin running on the day of mailing. For documents mailed to persons outside the continental United States, the time period begins to run ten (10) days following the date of mailing. Any change of address shall be immediately communicated to the other party in writing.
- 4 **Succession of Benefits.** The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, conservators, and permitted assigns. This Agreement shall not be assignable without the written permission of the other party.
- 5 **Jurisdiction and Venue; Choice of Law.** The jurisdiction and venue shall be the Superior Court of the State of Arizona for Maricopa County. This agreement shall be governed by the laws of the State of Arizona.
- 6 **Entire Agreement.** The terms of this Agreement and those set forth in the Auction Program constitute the entire agreement between the parties, and the parties represent that there are no oral or collateral agreements between the parties.
- 7 **Time of Essence.** Time is of the essence in this Agreement and every term, condition, covenant and provision hereof.
- 8 **Modification.** No modification of this Agreement shall be binding unless evidenced by an agreement in writing and signed by both parties.

ALL CASH SALE
(PROVISIONS D THROUGH N DO NOT APPLY)

- A. **Payment of Purchase Price.** Simultaneously with the execution of this Agreement, Buyer has delivered to Seller the sum of \$ _____ (Total Due=Purchase Price + Closing Fee), receipt of which is hereby acknowledged. At least \$500.00 of the Purchase Price shall be paid at the time of execution of this Agreement in cash, cashier's check, or money order from an Arizona bank or credit union. The balance of the Purchase Price shall be paid at the time of execution of this Agreement and may be paid in cash, by credit card, debit card, cashier's check or by personal check with proper identification.
- B. **Taxes and Assessments.** Taxes and any assessments for the current year shall be pro-rated to and including the date of the Auction.
- C. **Possession.** Upon the payment of the balance of the Purchase Price, including the clearing by the issuing bank of any personal checks used to pay the balance of the Purchase Price, Buyer shall delivered a special warranty deed or its equivalent to the Real Property and shall have the right to immediate possession and use of the Real Property.

INSTALLMENT SALE
(PROVISIONS A THROUGH C DO NOT APPLY)

- D. **Payment of Purchase Price.** Simultaneously with the execution of this Agreement, Buyer has delivered to Seller the sum of \$199.00 (Total Payment Due Today = Down Payment + Doc Prep Fee), receipt of which is hereby acknowledged. At least \$99.00 of the Down Payment shall be paid at the time of execution of this Agreement in cash, cashier's check, or money order from an Arizona bank or credit union. The balance of the Down Payment may be paid in cash, by credit card, debit card, cashier's check or by personal check with proper identification. Buyer shall pay the balance of the Purchase Price pursuant to the terms stated above under *Installment Sale Terms*. If any payment is paid 10 or more days late, a late fee of \$25.00 shall be paid in addition to the monthly installment. For insufficient funds checks, a \$25.00 fee shall be due immediately. There is no pre-payment penalty. For cash equivalent payments, Buyer must send funds certified with return receipt. All payments in transit are the responsibility of the Buyer until signed for by the Seller.
- E. **Taxes and Assessments.** Taxes and assessments for the current year shall be pro-rated to and including the date of the Auction. Seller will collect monthly portion of annual property tax amount and the monthly portion of any assessment with monthly installment payment for the Real Property and pay property taxes to the county and any assessment when due.
- F. **Possession.** Buyer shall have the right to possession of the Real Property upon the payment of the Down Payment, unless and until default is made under any provision of this Agreement.
- G. **Indemnification.** Buyer shall hold Seller harmless from and indemnify Seller for, from and against any and all claims raised by any third party against Seller resulting from the Seller's interest hereunder or the acts of Buyer. Such indemnification shall include Seller's reasonable attorney's fees, costs and lost compensation or profits of Seller or their agents resulting from the preparation for and participation in any litigation.
- H. **Right of Seller to Pay Obligations of Buyer.** In the event Buyer fails or refuses to pay any sums due to be paid by him under the provisions of this Agreement, or fails or refuses to take any action as herein provided, then, and in such event, Seller, after ten days notice in writing to Buyer, shall have the right to pay any sum or sums due to be paid by Buyer and to do and perform any act necessary; and the amount of such sum, or sums paid by seller for the account of Buyer and the costs of any such action; together with interest thereon at the maximum legal rate per annum from the date of payment thereof by Seller until satisfaction, shall be added to the Purchase Price.
- I. **Condemnation.** All awards of damages in connection with any condemnation for public use or injury to any of the Real Property are hereby assigned in full and shall be paid to Seller, who may apply the same to the payment of the principal of the Purchase Obligation, the interest thereon, and any other charges and amounts secured hereby in such manner as Seller may elect. The remaining balance after Seller has been paid in full shall be paid to Buyer.

J. **Care of Real Property.** Buyer shall take reasonable care of the Real Property, and will not commit or permit waste of the Real Property or do any act impairing or depreciating the value of the Real Property.

K. **Subsequent Sale of Contract.** Buyer hereby acknowledges and agrees that any time prior to the final payment of this contract, Seller may sell its interest in the Real Property and in this contract to a third-party. Buyer agrees and acknowledges that if such sale is made, Seller has the right to record such transaction with County Recorder's Office at any time prior to or after the sale.

L. **Event of Default.** Each of the following shall be deemed an event of default: (1) the failure of Buyer to make any payment due hereunder on or before the due date thereof; (2) the failure of Buyer to perform any duty required by this Agreement, including but not limited to maintaining the Real Property in good condition; (3) the breach by Buyer of any covenant or warranty contained in this Agreement, the Real Estate Auction Purchaser Disclosure Acknowledgment and Disclosure document, or any other document signed by Buyer as part of the purchase of the Real Property; (4) the removal or attempted removal by Buyer of any property, minerals, animals or plants included in the Real Property without the written consent of Seller.

M. **Default.** In the event of default, Seller, in addition to all other rights provided herein and/or by law or equity, may forfeit the rights of Buyer hereunder. Such forfeiture shall be in the manner prescribed by A.R.S. §33-742 et. sec. In the event of forfeiture, Buyer shall forfeit any and all rights and interests hereunder in and to the Real Property and all appurtenances thereto, and Buyer shall surrender to Seller, forthwith, peaceful possession of the Real Property and shall forfeit to Seller any and all payments made hereunder, together with any and all improvements placed on the Real Property by Buyer. Should Buyer's rights to the Real Property be forfeited, a forcible detainer action may be commenced against Buyer and Seller shall have the right to obtain immediate possession of the premises. Seller shall further have all rights to perform all other remedies allowed by State law of Arizona.

Buyer's Signature [Signature] Date 4/11/2013

IN WITNESSETH WHEREOF, the parties have executed this Agreement as of the date opposite their respective signatures below.

SELLER:
The Little Leo Group, LLC
36 E Vaughn Ave #119
Gilbert, AZ 85234

BUYER:
[Signature]
Steven L. Pearson

[Signature]
Shanna Zuniga
For:
The Little Leo Group, LLC

4/8/13
Date

State of Iowa)
County of Polk)

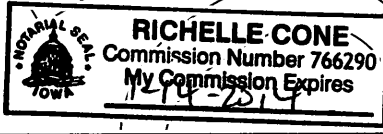
On April 11 before me, [Signature]
(NAME/ NOTARY PUBLIC)

personally appeared Steven L. Pearson, 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 Real Estate Sales Agreement and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(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]
Signature (NOTARY PUBLIC)

(SEAL)



State of Arizona)
County of Maricopa) ss.

On 4/8/13 before me, Wendy Johnson
(NAME/ NOTARY PUBLIC)

personally appeared Shanna Zuniga 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 Real Estate Sales Agreement and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(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]
Signature (NOTARY PUBLIC)



AFFIDAVIT OF PROPERTY VALUE

FOR RECORDER'S USE ONLY

COUNTY OF RECORDATION: PINAL
 FEE NO: 2013-031136
 RECORD DATE: 04/16/2013

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)
 Primary Parcel: 407 - 11 - 549
 BOOK MAP PARCEL SPLIT
 Does this sale include any parcels that are being split / divided?
 Check one: Yes No
 How many parcels, other than the Primary Parcel, are included in this sale? 1
 Please list the additional parcels below (attach list if necessary):
 (1) _____ (2) _____
 (3) _____ (4) _____

10. SALE PRICE: \$ 5,260 00

2. SELLER'S NAME AND ADDRESS:
 THE LITTLE LEO GROUP, LLC
 36 E VAUGHN AVE #119
 GILBERT, AZ 85234

11. DATE OF SALE (Numeric Digits): 04/13
 Month / Year

3. (a) BUYER'S NAME AND ADDRESS:
 STEVEN L PEARSON
 4218 66TH ST
 URBANDALE, IA 50322

12. DOWN PAYMENT \$ 99 00

(b) Are the Buyer and Seller related? Yes No
 If Yes, state relationship: _____

13. METHOD OF FINANCING:
 a. Cash (100% of Sale Price) e. New loan(s) from financial Institution:
 (1) Conventional
 (2) VA
 (3) FHA
 b. Barter or trade
 c. Assumption of existing loan(s) f. Other financing; Specify:
 d. Seller Loan (Carryback)

4. ADDRESS OF PROPERTY:
 N/A

14. PERSONAL PROPERTY (see reverse side for definition):
 (a) Did the Sale Price in Item 10 include Personal Property that impacted the Sale Price by 5 percent or more? Yes No
 (b) If Yes, provide the dollar amount of the Personal Property:
 \$ 0 00 AND
 briefly describe the Personal Property: _____

5. MAIL TAX BILL TO:
 THE LITTLE LEO GROUP, LLC
 36 E VAUGHN AVE #119
 GILBERT, AZ 85234

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

6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box
 a. Vacant Land f. Commercial or Industrial Use
 b. Single Family Residence g. Agricultural
 c. Condo or Townhouse h. Mobile or Manufactured Home
 Affixed Not Affixed
 d. 2-4 Plex i. Other Use; Specify:
 e. Apartment Building

16. SOLAR / ENERGY EFFICIENT COMPONENTS:
 (a) Did the Sale Price in Item 10 include solar energy devices, energy efficient building components, renewable energy equipment or combined heat and power systems that impacted the Sale Price by 5 percent or more? Yes No
 If Yes, briefly describe the solar / energy efficient components: _____

7. RESIDENTIAL BUYER'S USE: If you checked b, c, d or h in Item 6 above, please check one of the following:
 a. To be used as a primary residence. b. Owner occupied, not a primary residence.
 c. To be rented to someone other than a "family member."

17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):
 SHANNA ZUNIGA
 36 E VAUGHN AVE #119
 GILBERT, AZ 85234

See reverse side for definition of a "primary residence" or "family member."
 8. If you checked e or f in Item 6 above, indicate the number of units:
 For Apartments, Motels / Hotels, Mobile Home / RV Parks, etc.

18. LEGAL DESCRIPTION (attach copy if necessary):
 ARIZONA CITY #10 LOT 549

9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):
 a. Warranty Deed d. Contract or Agreement
 b. Special Warranty Deed e. Quit Claim Deed
 c. Joint Tenancy Deed f. Other:

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

Signature of Seller / Agent _____

Signature of Buyer / Agent _____

State of Arizona County of Maricopa

State of Arizona County of Polk

Subscribed and sworn to before me on this 11 day of April, 2013

Subscribed and sworn to before me on this 11 day of April, 2013

Notary Public _____
 My Commission Expires 7/31/2014

Notary Public _____
 My Commission Expires _____

