



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross
Electronically Recorded

DATE/TIME: 07/05/2019 0952
FEE: \$30.00
PAGES: 4
FEE NUMBER: 2019-053921

RECORDING REQUESTED BY
MAGNUS TITLE AGENCY
AND WHEN RECORDED MAIL TO:
WESTSTAR
2525 E CAMELBACK RD., STE 1101
PHOENIX, AZ 85016

ESCROW NO.: 02-08090508 - 856 - MOP

SPACE ABOVE THIS LINE FOR RECORDER'S
USE

AGREEMENT FOR SALE

THIS AGREEMENT entered into triplicate this 06/26/2019.
between

Michael A. Insalaco and Nina M. Harvey, Husband and Wife, as Community Property with Right of Survivorship

as Seller, and

Anthony Spallinger and Nichole Spallinger, Husband and Wife, as Community Property with Right of Survivorship

as Buyer.

- ☐ By signing this agreement, the Buyers herein elect to hold their interest not as Tenants in Common and not as Community Property Estate, but as Joint Tenants with Right of Survivorship.
- ☐ That each of us individually and jointly as Sellers hereby assert and affirm that it is our intention to acquire any interest we have in said premises under the terms of said Agreement for Sale as Joint Tenants with Right of Survivorship.

WITNESSETH:

That Seller, in consideration of the covenants and agreements of Buyer hereinafter contained, agrees to sell and convey unto Buyer, and Buyer agrees to buy, all that certain real property, together with all and singular the rights and appurtenances thereto in anywise belonging, situate in the County of **Pinal**, State of **ARIZONA**, described as follows, to wit:

Lot 40, FINAL PLAT FOR PARCEL 6 AT HOMESTEAD NORTH, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Cabinet F, Slide 139.

SUBJECT TO:

Taxes and other assessments, reservations in patents, easements, right-of-way, encumbrances, covenants, conditions, and restrictions of record.

for the sum of **Two Hundred Nineteen Thousand even Dollars, (\$219,000.00)** lawful money of the United States and Buyer agrees in consideration of the premises to pay said sum in the following manner, to wit:

- **Down Payment of \$5,000.00 less Security Deposit of \$1,935.00 with Seller Carryback loan in the amount of \$217,725.00 at interest rate of 5.25% amortized over 30 years.**
- **Monthly payments beginning on the 1st of August, 2019 and the first there after until final Balloon Payment of all principal, interest and fees due on July 1, 2022, no sooner.**
- **Prepayment penalty fee of \$15,000.00, if paid off prior to July 1, 2022 balloon date.**
- **Payments Amount to include principal, interest, impounds for taxes, homeowner insurance, homeowner association assessment, as well as any servicing fees.**

SELLER AND BUYER AGREE:

All payments under this Agreement shall be made to **WestStar Pacific Mortgage**, whose address is **2525 E. Camelback Rd., Ste 1101, Phoenix, AZ 85016**, hereinafter called the Account Servicing Agent, who is authorized to receive said payments for the benefit of the Seller and to receipt therefor. The transfer of rights hereunder are to be made in such manner and accompanied by such documents and instruments as shall be required by the Account Servicing Agent, including the payment of its fees and costs. Seller and Buyer, and each of them, promise to pay promptly, and to indemnify and hold harmless the Account Servicing Agent against all costs, damages, attorneys fees, expenses and liabilities which, in good faith and without fault on its part, it may sustain in

connection with this Agreement and in connection with any Court Action arising out of this Agreement. In the event Buyer fails to pay any fees and charges as herein provided, the same shall be payable by the Seller upon demand.

The Warranty Deed of Seller conveying the herein described property to Buyer, subject to the liens, encumbrances, reservations, restrictions and exceptions affecting the title to said property, has been delivered to the Account Servicing Agent and shall, as provided by the Account Servicing Agreement, be delivered to Buyer upon the fulfillment of the Buyer's obligation to the Seller hereunder. Buyer hereby acknowledges the Buyer's examination of the said Warranty Deed and of the Preliminary Report for Title Insurance or that the same was examined by Buyer's Attorney and from such examination or examinations the title to said property has been found to be satisfactory.

Buyer shall pay, before they become delinquent, all installments of principal and interest, not delinquent at the date hereof, of Special Improvement Liens against said property, if any, and all taxes and assessments on said property levied subsequent to December 31, 2018, together with all assessments and other charges of any Water District or Association, if any, not delinquent at the date hereof, and all other charges for or on account of irrigation water or power used in furnishing irrigation water, after the date hereof. Buyer shall keep the property insured against fire in the amount of the reasonable insurable value thereof, but in no case less than \$219,000.00, in an Insurance Company or (Companies) authorized to do business in the State of ARIZONA, for the mutual benefit and protection of the parties hereto. Unless otherwise instructed in writing and accepted by the Account Servicing Agent, it shall have no duty or responsibility to attend to the payment of real estate taxes, special assessments or charges levied or assessed against the property and it shall have no duty or responsibility to see that any insurance policy is renewed upon expiration or otherwise kept in force, or to determine the reasonable insurable value of the improvements.

If Buyer fails to pay any such taxes, assessments, charges or premiums for fire insurance or fails to pay any amount due upon or fails to perform any condition or covenant of any Agreement for Sale, Deed of Trust or Mortgage required of Buyer, before the same shall have become delinquent, Seller shall have the right, but not the duty, to pay or to procure the same, together with necessary costs and reasonable legal fees, and the amounts so advanced and such repayments thereof shall be secured hereby and shall be repaid to Seller by Buyer upon demand, together with interest thereon, at the rate set forth in the manner of payment, from the date advanced by Seller until repaid, and any payment so made by Seller shall be prima facie evidence of the necessity therefore. If the Account Servicing Agent is notified, in writing, by the Seller of such advances, it shall not deliver the deed to Buyer until repayment thereof, with interest, shall have been made, together with the applicable fees due to the Account Servicing Agent.

The Buyer agrees to assume all risk of damage to any improvements upon the property or of the taking of any part of the property for public use and further agrees that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all monies received by Seller by reason thereof shall be applied as payment on account of the purchase price of the property, less any sums of money which the Seller may be required to expend in procuring such money or, at the election of the Seller, to the rebuilding or restoration of such improvements. Buyer may enter into possession of said property and continue in such possession for and during the life of this Agreement. Buyer agrees to maintain said property and all improvements thereon in good repair, to permit no waste thereto and to take the same care thereof that a prudent owner would take.

If an action is brought to enforce this Agreement or any provision thereof, the prevailing party in such action, whether plaintiff or defendant, shall be entitled to any award for reasonable Attorneys' fees, in addition to costs of suit.

Should the Buyer breach any covenant or stipulation hereof, the Seller may pursue any available remedy at law or in equity including, but not limited to, an action for: Specific Performance; Foreclosure of this Agreement as a Mortgage (in the manner provided by law for the foreclosure of mortgages upon real property); or for Claims for Relief as set forth in Section 33-749, Arizona Revised Statutes. Should Buyer default in making any payment hereunder when due, the Seller may elect to enforce a Forfeiture of the Buyers interest in the Subject Property and in this Agreement in the manner set forth in and under the terms and provision of Sections 33-741 through 33-749, Arizona Revised Statutes (and, if applicable, in the manner set forth in the Inception Escrow Instructions for this Agreement). Further, should default be made in making any payment hereunder when due, Seller may elect to accelerate and to declare the whole sum of principal and interest immediately due and payable and proceed to Foreclose this Agreement pursuant to Section 33-748, Arizona Revised Statutes. In the event of the Completion of a Forfeiture, Buyer shall forfeit any and all rights and interests hereunder in and to the property and appurtenances, and Buyer shall surrender to Seller, forthwith, peaceable possession of the subject property, and shall forfeit to Seller as liquidated damages any and all payments made hereunder, together with any and all improvements placed on or in said property, but this provision shall not effect any other lawful right or remedy of the Seller.


Time is of the Essence of this Agreement. Whenever the context of this Agreement 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, Buyer and Account Serving Agent shall be deemed to constitute a reference to all successors in interests or assigns of the party to which reference is made. All parties represent that they are of legal age. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

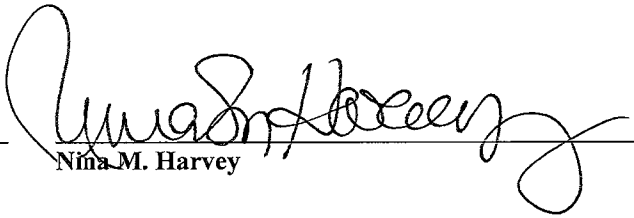
IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Initials

Initials


SELLERS:


Michael A. Insalaco

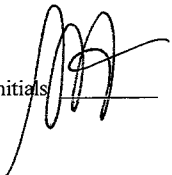
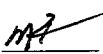

Nina M. Harvey

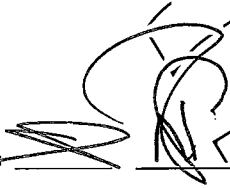
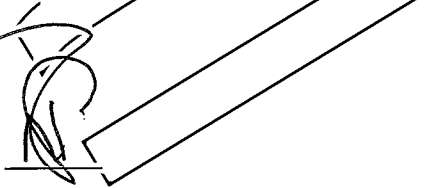
BUYERS:


Anthony Spallinger


Nichole Spallinger

Unofficial Copy

Initials  

Initials  

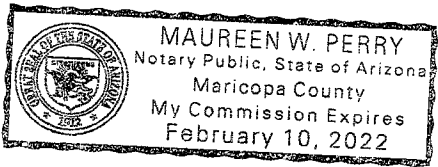
State of ARIZONA }ss:
County of maricopa

On July 3, 2019, before me,
The Undersigned
a Notary Public in and for said County and State, personally
appeared Michael A. Insalaco and Nina M. Harvey
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 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 Maureen W. Perry

FOR NOTARY SEAL OR STAMP



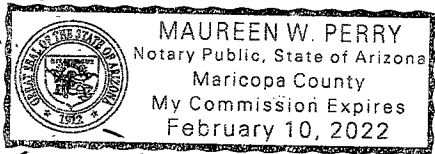
State of ARIZONA }ss:
County of maricopa

On July 3, 2019, before me,
The Undersigned
a Notary Public in and for said County and State, personally
appeared Anthony Spallinger and Nichole Spallinger
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 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 Maureen W. Perry

FOR NOTARY SEAL OR STAMP



Initials MA NH

Initials AS NS

AFFIDAVIT OF PROPERTY VALUE**1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)**

Primary Parcel: **512-43-5790**
 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? _____

Please list the additional parcels below (attach list if necessary):

(1) _____ (2) _____
 (3) _____ (4) _____

2. SELLER'S NAME AND ADDRESS:

Michael A. Insalaco
43314 W. Snow Drive
Maricopa, AZ 85138

3. (a) BUYER'S NAME AND ADDRESS:

Anthony Spallinger
20391 N. Herbert Ave.
Maricopa, AZ 85138

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

4. ADDRESS OF PROPERTY:

20391 N. Herbert Ave.
Maricopa, AZ 85138

5. (a) MAIL TAX BILL TO: (Taxes due even if no bill received)

Anthony Spallinger
20391 N. Herbert Ave.
Maricopa, AZ 85138

(b) Next tax payment due **OCTOBER 2019**

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

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. ☐ To be rented to someone other than a "qualified family member."
 c. ☐ To be used as a non-primary or secondary residence.

See reverse side for definition of a "primary residence, secondary residence" and "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.

FOR RECORDER'S USE ONLY

COUNTY OF RECORDATION **PINAL**
 FEE NO **2019-053921**
 RECORD DATE **07/05/2019**

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: _____

10. SALE PRICE: \$ 219,000.00

11. DATE OF SALE (Numeric Digits): 07 / 2019
 Month / Year

12. DOWN PAYMENT \$ 1,275.00

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)

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:

\$ 00 AND

briefly describe the Personal Property: n/a

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

n/a

17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):

Magnus Title Agency LLC
3200 N. Central Ave., Suite 950
Phoenix, AZ 85012

18. LEGAL DESCRIPTION (attach copy if necessary):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

State of AZ, County of Maricopa

Subscribed and sworn to before me on this 3rd day of July 2019

Notary Public Maureen W. Perry

Notary Expiration Date 2/10/22

Signature of Buyer / Agent

State of AZ, County of Maricopa

Subscribed and sworn to before me on this 3rd day of July 2019

Notary Public Maureen W. Perry

Notary Expiration Date 2/10/22

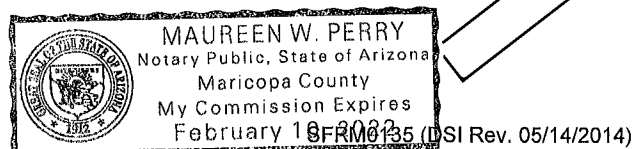
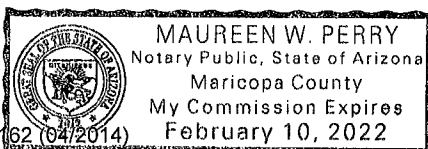


EXHIBIT "A"
Legal Description

Lot 40, FINAL PLAT FOR PARCEL 6 AT HOMESTEAD NORTH, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Cabinet F, Slide 139.