



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross
Electronically Recorded

DATE/TIME: 11/07/2019 1548
FEE: \$30.00
PAGES: 6
FEE NUMBER: 2019-095086

RECORDING REQUESTED BY
Old Republic Title Agency

ORDER #: 4742010098

WHEN RECORDED MAIL TO

James Duke Thornton
36836 S. Desert Sky Lane
Tucson, AZ 85739

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RE: Trust No. 2448

**SPECIAL WARRANTY DEED
(CORPORATION)**

For valuable consideration, the receipt of which is hereby acknowledged, Old Republic Title Insurance Agency, Inc., an Arizona Corporation, as Trustee under Trust 2448 "Grantor" acting upon instruction from its trust beneficiary, Saddlebrooke Development Company ("SBD") does hereby convey to:

James Duke Thornton, Trustee of The Thornton Revocable Living Trust, dated May 7, 2019, "Grantee (s)"

The following described property situated in Pinal County, Arizona (the "Property"):

See "Exhibit A" attached hereto and made a part hereof.

To the extent the foregoing rights are not reserved in the Patent or to the extent such reservation is no longer effective, such rights are reserved to the Grantor.

SUBJECT TO: (a) current taxes, assessments, reservations in patents, all rights of way, easements, encumbrances, liens, obligations, liabilities, covenants, conditions, restrictions and all other matters as may appear in the records of Pinal County, Arizona; (b) all matters that would be disclosed by an inspection or an accurate ALTA/ACSM survey of the Property; (c) the reservation to Grantor, its successors and assigns of all water, oil, gas and minerals in, on or under the Property or that may be produced from the Property and all mineral rights relating to the Property; and (d) the matters set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

And the Grantor hereby binds itself and its successors to warrant and defend the title against all acts of the Grantor herein, and no other, subject to the matters above set forth.

The disclosure of trust beneficiaries is recorded in Instrument No. 2001-001404

See Exhibit "B" attached hereto and incorporated herein by this reference for covenants, conditions and restrictions regarding arbitration of all disputes and regarding Home Builder's Limited Warranty. Exhibit "B" shall be binding upon SDC, Grantor and Grantee and their respective successors and assigns, including without limitation Grantee's successors in interest with respect to the Property, shall run with the title to the Property.

Dated: October 25, 2019

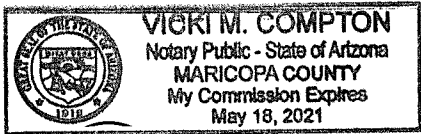
Old Republic Title Insurance Agency, Inc., an Arizona Corporation,
As Trustee under Trust 2448

By: Diana Brewer

State of Arizona)
County of Pima) SS

On this 25th day of October, 2019, before me the undersigned, personally appeared Diana Brewer, who acknowledged herself/himself to be the VP, Title Dept. Manager of OLD REPUBLIC TITLE INSURANCE AGENCY, INC., an Corporation, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, be signing the name of the corporation by herself/himself as such officer.

Vicki M. Compton
Notary Public



OLD REPUBLIC

NAME OF TRUST: The Thornton Revocable Living Trust,

DATED: May 07, 2019

Pursuant to ARS 33-404, the beneficiaries of the above named trust are:

1. Rose THORNTON
36834 S. Desert Sky Lane
Tucson AZ 85739
2. _____
3. _____

The above beneficiaries disclosure was provided by the undersigned Trustee(s), and is an accurate list of all the beneficiaries under the referenced Trust Agreement.

Dated this 7 day of NOV 2019

James Duke Thornton
James Duke Thornton, Trustee

DUPLICATE

EXHIBIT A

Lot 23, SADDLEBROOKE UNIT FORTY THREE, according to Cabinet D, Slide 200, records of Pinal County, Arizona;

EXCEPTING all minerals and all uranium, thorium or other materials which are or may be determined to be peculiarly essential to the production of fissionable materials, as reserved in the patent.

EXHIBIT "B"

**COVENANTS AND ACKNOWLEDGMENTS REGARDING ARBITRATION ADDENDUM
AND REGARDING HOME BUILDER'S LIMITED WARRANTY**

Grantee understands, acknowledges and agrees that in conjunction with Grantor's conveyance of the Property, SDC (SaddleBrooke Development Company) and Grantee have agreed that for their mutual benefit all disputes arising out of or related to the Property, including but not limited to the design and construction of the residence thereon, shall be subject to binding arbitration to be conducted in accordance with the Home Construction Arbitration Rules of the American Arbitration Association ("AAA"), all as set forth in the Arbitration Addendum to the Purchase Agreement (and Deposit Receipt) that gave rise to this Special Warranty Deed, and that resolution of any such disputes shall be subject to all of the terms, conditions and limitations specified in the Arbitration Addendum, including but not limited to those with respect to remedies, costs and attorneys' fees. The Arbitration Addendum is intended to run with land and to inure to the benefit of and to be binding on all respective successors and assigns of SDC and Grantee, including but not limited to Grantee's successors in interest with respect to the Property, for a period of eleven (11) years following the date this deed is recorded.

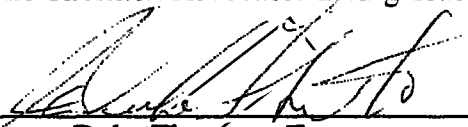
Grantee also understands, acknowledges and agrees that (a) in conjunction with Grantor's conveyance of the Property, SDC is issuing a "Home Builder's Limited Warranty" to Grantee, (b) the Home Builder's Limited Warranty is the only express warranty applicable to the purchase of the Property, other than the title warranty contained in this deed, (c) to the fullest extent permitted by applicable law, all other express and all implied warranties have been, and hereby are, waived by Grantee, and (d) the Home Builder's Limited Warranty is intended to run with the land for a period of nine (9) years from the date of substantial completion of the construction (**not** 9 years from the date of the recordation of this deed), and shall remain in effect with respect to the Property for such nine (9) year period.

Properly interested parties may obtain a copy of the Arbitration Addendum and/or of the Home Builder's Limited Warranty applicable to the Property by delivering a written request to SDC at the following address: 9532 East Riggs Road Sun Lakes, Arizona 85248 Attn: Legal Department. In the event of a conflict or inconsistency between the Home Builder's Limited Warranty and the Arbitration Addendum, the terms and provisions of the Arbitration Addendum shall govern and control.

[see following page for signature and acknowledgment]

GRANTEE:

The Thornton Revocable Living Trust, dated May 7, 2019



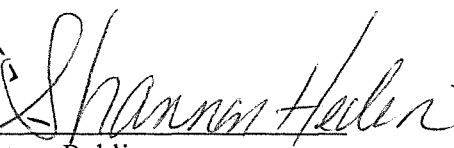
James Duke Thornton, Trustee

STATE OF ARIZONA

County of PIMA)

) ss.

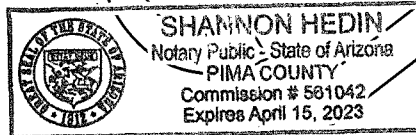
The foregoing instrument was acknowledged before me this 7 day of NOV, 2019, by James Duke Thornton, Trustee of The Thornton Revocable Living Trust, dated May 7, 2019.



Notary Public

My Commission Expires:

4-15-23



AFFIDAVIT OF PROPERTY VALUE

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)

Primary Parcel: 305 - 13 - 0230 -
 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? 0

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

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

2. SELLER'S NAME AND ADDRESS:

SADDLEBROOKE DEVELOPMENT COMPANY
9532 E. Riggs Road
Sun Lakes AZ 85248

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

JAMES DUKE THORNTON, TRUSTEE
11200 Los Lagos NE
Albuquerque NM 87111-7526

(b) Are the Buyer and Seller related? Yes No

If Yes, state relationship: _____

4. ADDRESS OF PROPERTY:

36836 S. Desert Sky Ln., Tucson, Arizona 85739

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

JAMES DUKE THORNTON, TRUSTEE
36836 S. Desert Sky Ln.
Tucson AZ 85739

(b) Next tax payment due Oct 2020

6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box

- | | |
|--|--|
| a. <input type="checkbox"/> Vacant Land | f. <input type="checkbox"/> Commercial or Industrial Use |
| b. <input checked="" type="checkbox"/> Single Family Residence | g. <input type="checkbox"/> Agricultural |
| c. <input type="checkbox"/> Condo or Townhouse | h. <input type="checkbox"/> Mobile or Manufactured Home
<input type="checkbox"/> Affixed <input type="checkbox"/> Not Affixed |
| d. <input type="checkbox"/> 2-4 Plex | i. <input type="checkbox"/> Other Use; Specify: _____ |
| e. <input type="checkbox"/> 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" 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.

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 _____

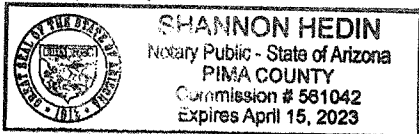
State of AZ, County of PIMA

Subscribed and sworn to before me on this 7 day of NOV 2019

Notary Public Shannon Hedin

Notary Expiration Date 4-15-23

DOR FORM 82162 (4/2014)



FOR RECORDER'S USE ONLY

COUNTY OF RECORDATION PINAL
 FEE NO 2019-095086
 RECORD DATE 11/07/2019

9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):

- | | |
|--|---|
| a. <input type="checkbox"/> Warranty Deed | d. <input type="checkbox"/> Contract or Agreement |
| b. <input checked="" type="checkbox"/> Special Warranty Deed | e. <input type="checkbox"/> Quit Claim Deed |
| c. <input type="checkbox"/> Joint Tenancy Deed | f. <input type="checkbox"/> Other: |

10. SALE PRICE: \$ 685,753.00

11. DATE OF SALE (Numeric Digits): 01 / 19
 Month / Year

12. DOWN PAYMENT \$ 685,753.00

13. METHOD OF FINANCING:

- | | |
|--|---|
| a. <input checked="" type="checkbox"/> Cash (100% of Sale Price) | e. <input type="checkbox"/> New loan(s) from financial Institution: |
| b. <input type="checkbox"/> Barter or trade | (1) <input type="checkbox"/> Conventional |
| c. <input type="checkbox"/> Assumption of existing loan(s) | (2) <input type="checkbox"/> VA |
| d. <input type="checkbox"/> Seller Loan (Carryback) | (3) <input type="checkbox"/> FHA |
| | f. <input type="checkbox"/> Other financing; Specify: _____ |

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: \$ _____ AND

briefly describe the Personal Property: _____

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

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: _____

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

BUYER AND SELLER AS SHOWN ABOVE

Phone: _____

18. LEGAL DESCRIPTION (attach copy if necessary):

EXHIBIT "A" ATTACHED HERETO

Signature of Buyer / Agent _____

State of AZ, County of PIMA

Subscribed and sworn to before me on this 7 day of NOV 2019

Notary Public Shannon Hedin

Notary Expiration Date 4-15-23

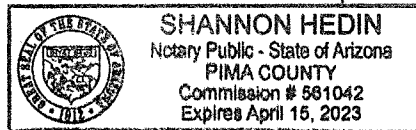


EXHIBIT A

Lot.23, SADDLEBROOKE UNIT FORTY THREE, according to Cabinet D, Slide 200, records of Pinal County, Arizona;

EXCEPTING all minerals and all uranium, thorium or other materials which are or may be determined to be peculiarly essential to the production of fissionable materials, as reserved in the patent.