



## Emergency Home Repair Program

Dear Peoria Homeowner:

Thank you for your interest in our Emergency Home Repair Program. This program is designed to assist eligible Peoria homeowners with emergency repairs to maintain the safety and habitability of individual homes.

The value of repairs cannot exceed 75% of the value of your property. This will be determined based on the most recent Full Cash Value provided by the Maricopa County Assessor's office. A lien will be placed on your residence if over \$5,000 is spent on your property. There is a \$20,000 accumulated maximum limit per address. One service call per year will be allowed until the \$20,000 accumulated maximum is reached.

If you are interested in applying for the Emergency Home Repair Program, please complete the attached application and return to our office. You may mail, fax, or drop off the application packet in person. Please attach the following supporting documentation with your application. You will be contacted and advised about the status of your application.

This program receives funding from the Federal government; therefore, all requested information must be provided in order for applications to be considered. Incomplete applications will be returned.

**Please provide a copy of your most recent Federal Tax Return as proof of your income eligibility.**

If you do not file a Federal Tax Return, please provide your most recent Social Security Income statement or Social Security Disability Income statement.

Documentation of child support or lack of child support will be needed for all children under the age of 18.

**Please provide proof of ownership such as:**

- Warranty Deed
- Joint Tenancy Deed
- Quit Claim Deed
- Certificate of Title

Applicants must own and occupy the property for a minimum of 12 months prior to application.

**Applicants must show proof of recent mortgage payment with a current statement.**

This program has specific income guidelines and assistance is provided on a first-come, first-served basis.

If you have questions regarding this application packet, please contact our Neighborhood Improvement Specialist at 623-773-7667.





## Emergency Home Repair Program Application for Assistance

For office use only	Case #:							
Applicant Information			Co-Applicant Information (if applicable)					
Full name			Full name					
Social Security #		Birth date	Social Security #		Birth date			
Home address			Home address					
Year house built								
City	State	Zip	Yrs. at address	City	State	Zip	Yrs. at address	
Home phone #		Work phone #	Cell phone #		Home phone #		Work phone #	Cell phone #
Current employer			Current employer					
Hire date			Hire date					
Are you the owner of the address listed above? <input type="checkbox"/> Yes <input type="checkbox"/> No								
Monthly Gross Income	Applicant		Co-Occupant		Occupant		Occupant	
Wages, Salary	\$		\$		\$		\$	
Social Security								
SSI								
Retirement/Pension								
Disability Income								
Veteran's Admin.								
DES Cash Assistance								
DES Food Stamps								
Alimony/Child support								
Other								
TOTAL	\$		\$		\$		\$	
Female Head of Household	<input type="checkbox"/> Yes <input type="checkbox"/> No							
Disabled	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Elderly (62+)	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	







## Emergency Home Repair Program

### Application Certification

Any person who knowingly makes a false statement or a misrepresentation in an application or in support of an application for federal financial assistance or causes such a false statement or misrepresentation to be made shall be subject to a fine of not more than \$5,000 or by imprisonment for not more than two years, or both, under provisions of the United States Criminal Code.

Applicant signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant signature \_\_\_\_\_ Date \_\_\_\_\_

Application taken by \_\_\_\_\_ Date \_\_\_\_\_

### Value of Repairs

I understand the value of repairs cannot exceed 75% of the value of my property. This will be determined based on the most recent Full Cash Value provided by the Maricopa County Assessor's office.

### Conflict of interest statement for HUD assisted programs

Per U.S. Department of Housing and Urban Development (HUD) regulations 24 CFR §92.356 and 24 CFR §570.611, no employee, agent, consultant, officer, or elected or appointed official of the recipient, or of any designated public agencies, or of subrecipients having any functions or responsibilities related to activities assisted with Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME) or American Dream Downpayment Initiative (ADDI) funds may benefit from an assisted activity. For purposes of the Maricopa HOME Consortium, of which the City of Peoria is a member, this requirement also extends to immediate family members of individuals defined above.

Exceptions may be granted on a case by case basis by HUD upon written request of the recipient and after certain disclosures are made public. Any conflicts noted will be investigated and resolved in accordance with HUD regulations.

I hereby certify that I  **DO** (or someone in my immediate family does)  
 **DO NOT** (nor does anyone in my immediate family)

have relations to or business with an employee, agent, consultant, officer, or elected or appointed official of the City of Peoria or the organization which is providing the assistance I am receiving.

If you checked the DO box, then please list the name(s) of the person(s) involved in the potential conflict of interest and please state the nature of your relationship and/or business interest with the person(s). Further information will be required and a separate meeting will be set up to discuss the disclosure of any potential conflicts of interest.

Applicant signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant signature \_\_\_\_\_ Date \_\_\_\_\_



## Emergency Home Repair Program

### Intent to Occupy

I understand that the purpose of the Emergency Home Repair Program is to maintain the safety and habitability of homes owned and occupied by residents with low to moderate incomes. It is not for the purpose of repairing a home the owner plans to sell after the repair work has been completed. I do not have plans to sell the home for which I am applying for repairs.

### Disclaimer

The undersigned hereby acknowledge that any discussion with any City employee regarding home rehabilitation programs is only for information and may not be considered a binding commitment on the part of the City of Peoria to provide funds or technical assistance to the project. The applicant also acknowledges that any rehabilitation activities begun prior to project approval is at the risk and expense of the property owner.

### Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting or occupying pre-1978 housing, household occupants must be aware of known lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### Confirmation of Receipt of Lead Pamphlet

I have received a copy of the pamphlet, "Protect Your Family from Lead in Your Home", informing me of the potential risk of the lead hazard exposure from renovation activity that may be performed in my home. I received this pamphlet before the work began.

Applicant signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant signature \_\_\_\_\_ Date \_\_\_\_\_

### Lien Statement of Understanding

I/We understand that a lien will be placed on my property for any repairs exceeding \$5,000 as per the table below:

Repair Value	Length of Lien
\$5,001 - \$14,999	5 Years
\$15,000 - \$20,000	10 Years

I have reviewed the attached example of the lien to be placed.

Applicant signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant signature \_\_\_\_\_ Date \_\_\_\_\_

Please mail or hand deliver your completed application to: Neighborhood Services, 9875 N. 85th Avenue, Peoria, AZ 85345. If you prefer to fax, the fax number is 623-773-7233. Please include all supporting documents along with your application. If you have any questions, call 623-773-7667.



## Emergency Home Repair Program Home Repair Evaluation

Please complete each area for which you are applying for assistance. Leave areas blank if they do not apply. Completed answers will assist us in evaluating the nature of your emergency. **NOTE:** Most assistance is limited to one major system failure.

Homeowners Name: \_\_\_\_\_

Homeowners Address: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Work Phone #: \_\_\_\_\_

Age of Home: \_\_\_\_\_

### **Electrical**

Please explain current electrical problem you are experiencing: \_\_\_\_\_  
\_\_\_\_\_

Do any of your outlets spark?  Yes  No Do you have exposed wires?  Yes  No

Do you have breakers or fuses? \_\_\_\_\_

Do you have extension cords running to any fixtures or appliances?  Yes  No

If yes, please list location(s) and explain \_\_\_\_\_  
\_\_\_\_\_

### **Plumbing**

Please explain the current plumbing problem you are experiencing: \_\_\_\_\_  
\_\_\_\_\_

Do you currently have leaks/broken pipes in your plumbing system?  Yes  No

Where does your plumbing leak? \_\_\_\_\_ Walls \_\_\_\_\_ Floors \_\_\_\_\_ Ceiling \_\_\_\_\_ Sinks \_\_\_\_\_ Exterior pipes

Is your water discolored?  Yes  No

Is your water pressure low?  Yes  No

**Roof** Age of roof \_\_\_\_\_ \*\*\*If possible, attach a photo of your roof if damage is visible

Please explain the current roofing problem you are experiencing: \_\_\_\_\_  
\_\_\_\_\_

Is your roof currently leaking?  Yes  No

Are shingles missing from your roof?  Yes  No If yes, where? \_\_\_\_\_  
\_\_\_\_\_



## Emergency Home Repair Program Home Repair Evaluation

**Cooling**      Age of Unit \_\_\_\_\_

Please explain the current cooling problem you are experiencing: \_\_\_\_\_

\_\_\_\_\_

Do you currently have an:    Evap Cooler \_\_\_\_\_    A/C \_\_\_\_\_    Both \_\_\_\_\_    No Unit \_\_\_\_\_

Are any of your units currently working?     Yes     No    If yes, which one? \_\_\_\_\_

Is your cooling unit located on the:    roof \_\_\_\_\_    ground \_\_\_\_\_    other \_\_\_\_\_

**Heating**      Age of Unit \_\_\_\_\_

Please explain the current heating problem you are experiencing: \_\_\_\_\_

\_\_\_\_\_

Do you currently have a heating unit in your home?     Yes     No

If your unit is not working, what source of heat are you currently using? \_\_\_\_\_

Is your heating unit located on the:    roof \_\_\_\_\_    ground \_\_\_\_\_    other \_\_\_\_\_

If other, please explain? \_\_\_\_\_

\_\_\_\_\_

**Flooring**

Please explain the current flooring problem you are experiencing: \_\_\_\_\_

\_\_\_\_\_

Do you have holes in floor?     Yes     No      Do you have soft spots in floor?     Yes     No

What room(s) are you experiencing flooring problems? \_\_\_\_\_

\_\_\_\_\_

Do any infants, elderly (over 62), or individuals with serious health conditions reside in your household?

Yes     No

Please explain in what ways the health or safety of your household is affected by the repairs you are requesting.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

When Recorded Return to:

*City of Peoria  
Neighborhood Services Division  
Attn: Colleen Noecker, Emergency Home Repair  
8401 W. Monroe Street  
Peoria, AZ. 85345  
Contract Number:*

EXHIBIT I

**DEED OF TRUST**

Effective Date: _____	County and State Where Real Property is located: MARICOPA, ARIZONA			
Trustor: _____ _____ _____	Beneficiary: City of Peoria, Arizona 8401 W. Monroe St. Peoria, Arizona 85345			
Trustee: _____ _____ _____	Obligation Secured: Amount: \$  City of Peoria 5 or 10 Year Term			
Subject Real Property: _____ _____	Legal Description Reviewed by Per- sons Whose Ini- tials Appear to the Right	1.	2.	3.

Subject Real Property (Legal Description)

- 1. Conveyance.** Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, the Subject Real Property, subject to covenants, conditions, restrictions, rights of way and easements of record, to be held as security for the payment by Trustor of the Obligation Secured and for the performance of other obligations of Trustor as set forth in this Deed of Trust.
- 2. Appurtenances.** Trustor grants, together with the Subject Real Property, all buildings and improvements now or hereafter erected thereon, and all fixtures attached to or used in connection with the Subject Real Property (including, without limiting the generality of the foregoing, all ventilating, heating, air conditioning, refrigeration, plumbing and lighting fixtures), together with all leases, rents, issues, profits or income therefrom (hereinafter "Property Income"), subject however, to the right, power and authority hereinafter given to Beneficiary to collect and apply such property income.
- 3. Taxes and Assessments and Trust Expenses.** Trustor shall pay before delinquent taxes and assessments affecting the Subject Real Property or any part thereof, which appear to be prior or superior hereto all cost, fees and expenses of this trust and all lawful charges, costs and expenses of any reinstatement of the Deed of Trust following default.
- 4. Fire Insurance.** Trustor shall, at Trustor's expense, maintain in force fire and extended coverage insurance in any amount of not less than full replacement value of any buildings which may exist on the Subject Real Property with loss payable to Beneficiary. Trustor shall provide fire insurance protection on his furniture, fixtures and other personal property on the Subject Real Property in an amount equal to the full insurable value thereof, and promises that any insurance coverage in this regard will contain a waiver of the insurer's right of the subrogation against Beneficiary.
- 5. Liability Insurance.** Trustor shall, at Trustor's expense, maintain in force policies of liability insurance, with Beneficiary as an additional insured thereunder, insuring Trustor against any claims resulting from the injury to or the death of any person or the damage to or the destruction of any property belonging to any person by reason of Beneficiary's interest hereunder or the use and occupancy of the Subject Real Property by Trustor.
- 6. Processing of Insurance Policies.** Trustor shall promptly deliver to Beneficiary the originals or true and exact copies of all insurance policies required by this Deed of Trust. Trustor shall not do or omit to do any act that will in any way impair or invalidate any insurance policy required by this Deed of Trust. All insurance policies shall contain a written obligation of the insurer to notify Beneficiary in writing at least 10 days prior to any cancellation thereof.
- 7. Indemnification of Trustee and Beneficiary.** Trustor shall hold Trustee and Beneficiary harmless from and indemnify them for any and all claims raised by any third party against Trustee or Beneficiary resulting from their interests hereunder or the acts of Trustor. Such indemnification shall include reasonable attorney's fees and costs, including cost of evidence of title.
- 8. Right Beneficiary or Trustee to Pay Obligations of Trustor.** If Trustor fails or refuses to pay any sums due to be paid by it under the provisions of this Deed of Trust, or fails or refuses to take any action as herein provided, then Beneficiary or Trustee shall have the right to pay any such sum due to be paid by Trustor and to perform any act necessary. The amount of such sums paid by Beneficiary or Trustee for the account of Trustor and the cost of any such action, together with interest thereon at the maximum legal contractual rate per annum, from the date of payment until the satisfaction, shall be added to the Obligation Secured. The payment of Beneficiary or Trustee of any such sums or the performance of any such action shall be prima facie evidence of the necessity therefore.
- 9. Condemnation.** Any award of damages in connection with any condemnation or injury to any of the Subject Real Property by reason of public use or for damages for private trespass or injury thereto, are assigned in full and shall be paid to Beneficiary, who shall apply them to payment of the principal of the Obligation Secured, the interest thereon, and any other charges or amounts secured hereby in such manner as Beneficiary may elect. Any remaining balance shall be paid to Trustor. Beneficiary may, at Beneficiary's option, appeal from any such award in the name of Trustor. Unless Trustor and Beneficiary otherwise agree in writing, any application of such proceeds to principal shall not extend or postpone the due dates of any installment payments of the Obligation Secured or change the amount of such payments.
- 10. Care of Property.** Trustor shall take reasonable care of the Subject Real Property and the buildings thereon and shall maintain them in good repair and condition as at the original date of this Deed of Trust, ordinary depreciation excepted. Trustor shall commit or permit no waste and do no act which will unduly impair or depreciate the value of the Subject Real Property as required, and then Beneficiary or Trustee, at their option, may make necessary repairs and add the cost thereof to the Obligation Secured. Trustor shall purchase and use on the Subject Real Property the amount of water to which it is or shall be entitled and shall not abandon any water rights, power rights or any rights of whatever nature which are appurtenant to the Subject of Real Property.

**11. Right to Inspect Subject Real Property.** At all convenient and reasonable times, upon prior notice to Trustor, Beneficiary or Trustee shall have the right and license to go on and into the Subject Real Property to inspect it in order to determine whether the provisions of the Deed of Trust are being kept and performed.

**12. Acceleration.** In the event of default by Trustor, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to trustee of written notice setting forth the nature thereof and of election to cause the Subject Real Property to be sold under this Deed of Trust. Beneficiary shall also deposit with Trustee all documents evidencing the Obligation Secured and any expenditures secured hereby.

**13. Event of Default.** Each of the following shall be considered an event of default of the Deed of Trust:

- a. The failure of Trustor to make any payment due hereunder or under the Obligation Secured on or before the due date thereof;
- b. The failure of Trustor to perform any duty required by this Deed of Trust.
- c. The sale or attempted sale of the Subject Real Property by Trustor without the consent of Beneficiary;
- d. The removal or attempted removal by Trustor of any property included in the Subject Real Property without the consent of Beneficiary;
- e. Abandonment of the Subject Real Property by Trustor;
- f. The filing, execution or occurrence of:
  - (1) A petition in bankruptcy by or against Trustor;
  - (2) A petition or answer seeking a reorganization, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.
  - (3) Adjunction of Trustor as a bankrupt or insolvent, or insolvency in the bankruptcy equity sense.
  - (4) An assignment by Trustor for the benefit of creditors, whether by trust, mortgage or otherwise,
  - (5) A petition or other proceedings by or against Trustor for the appointment of a trustee, receiver, guardian, conservator or liquidator of Trustor with respect to all or substantially all of its property;
  - (6) Trustor's dissolution or liquidation, or the taking of possession of Trustor's property by any governmental authority in connection with dissolution or liquidation.
- g. A determination by Beneficiary that the security of the Deed of Trust is inadequate or in danger of being impaired or threatened from any cause whatsoever.

**14. Trustee's Sale.** Upon receipt of Beneficiary's notice of election to cause the Subject of Real Property to be sold, Trustee shall, in accordance with all provisions of law, give notice of Trustee's sale and, after the lapse of the required amount of time, sell the Subject Real Property at public auction, at the time and place specified in the Notice of Trustee's Sale, to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Any persons, including Trustor, Trustee or Beneficiary may purchase at the Trustee's Sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for sale. Upon sale, Trustee shall deliver to the purchaser a Trustee's Deed conveying the Subject Real Property, but without any covenant or warranty, expressed or implied.

**15. Proceeds of Trustee's Sale.** After deducting all costs, fees and expenses of Trustee and of this trust, including the cost of evidence of title in connection with the sale and reasonable attorney's fees, trustee shall apply the proceeds of sale to payment of all sums then secured hereby and all other sums due under the terms hereof, with accrued interest, and the remainder, if any, to the persons legally entitled thereto or as provided by ARS §33-812.

**16. Defaults on Prior Encumbrances.** If there are mortgages upon the Subject Real Property or other encumbrances which are prior in time or prior in right, then Trustor promises to comply with the terms of these prior mortgages or encumbrances. If Trustor fails to comply with such terms and defaults on these mortgages or obligations, such default shall also be considered a default of this Deed of Trust, and Trustee or Beneficiary herein may advance the monies necessary to remedy such defaults, and, if it does, such monies shall be added to the Obligation Secured and shall bear the maximum contractual legal rate of interest from the date monies are tendered. Beneficiary may also proceed on this default by exercising the same remedies it has on this Deed of Trust.

**17. Deficiency Judgment.** Unless prohibited by law, Beneficiary shall be entitled to a deficiency judgment against Trustor if the Trustee's Sale yields an amount insufficient to fully satisfy Trustor's obligation hereunder. ARS §33-814.

**18. Foreclosure and Other Remedies.** In lieu of sale pursuant to the power of sale conferred hereby, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Beneficiary shall also have all other rights and remedies available hereunder and at law or in equity. All rights and remedies shall be cumulative.

**19. Reinstatement After Default.** Notwithstanding Beneficiary's acceleration of sums secured by this Deed of Trust, Trustor shall have the right to have any proceedings begun by Beneficiary to enforce this Deed of Trust discontinued and to have this Deed of Trust reinstated at any time before the day of the Trustee's Sale or before the filing of a foreclosure action. In order to have the Deed of Trust reinstated after default, the Trustor must:

- a. Pay to beneficiary the entire amount due under this Deed of Trust and the Obligation Secured, other than such portion of the principal as would not be due had no default occurred;
- b. Cure all defaults or any covenants or agreements of Trustor as contained in this Deed of Trust;
- c. Pay costs and expenses incurred by Beneficiary and Trustee in enforcing the terms of this Deed of Trust and pursuing remedies;
- d. Pay reasonable attorney's fees actually incurred by Beneficiary and Trustee, in an amount not to exceed \$250 or one-half of one percent of the entire unpaid principal sum secured, whichever is greater;
- e. Pay the recording fee for any cancellation of notice of sale;
- f. Pay the Trustee's fees, in an amount not to exceed \$250 or one-half of one percent of the entire unpaid principal sum secured, whichever is greater. Upon reinstatement, this Deed of Trust and the obligation secured hereby shall remain in full force and effect as if no acceleration had occurred.

**20. Assignment of Property Income.** As additional security, Trustor hereby gives Beneficiary the right, power and authority during the continuance of this Trust, to collect the property income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable.

Upon any such default, Beneficiary may at any time, without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Subject Real Property or any part thereof; in its own name sue for or otherwise collect such property income, including that past due and unpaid; and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby; and in such order as Beneficiary may determine. The entering upon and taking possession of the Subject Real Property, the collection of such property income and the application thereof, shall not cure or waive any default or notice of Trustee's Sale hereunder or invalidate any act done pursuant to such notice.

**21. Acts of Trustee Affecting Subject Real Property.** At any time, without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Obligation Secured for endorsement, Trustee may, without liability, release and reconvey all or any part of the Subject of Real Property; consent to the making and recording, or either; of any map or plat of all or any part of the Subject Real Property; join in granting any easement thereon; join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance or charge hereof. Any such action by Trustee may be taken without affecting the personal liability of any person for payment of the indebtedness secured hereby, without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof the property affected by Trustee's action be credited on the indebtedness.

**22. Satisfaction of the Obligation.** If Trustee receives full payment of the Obligation Secured in the amount secured, at the request of Trustor, Trustee shall acknowledge satisfaction of the Deed of Trust by recording and delivering to Trustor a Satisfaction or Release of Realty Deed of Trust. ARS §33-712.

**23. Notices.** Copies of all notices and communication concerning this Deed of Trust shall be mailed to the parties at the addresses specified in this Deed of Trust, and any change of address shall be communicated to the other party in writing. Any documents which may adversely affect the rights of any party to this Deed of Trust shall be dispatched by Certified Mail, Return Receipt Requested.

**24. Headings.** The marginal or topical headings of the provisions herein are for convenience only and do not define, limit or construe the contents of these provisions.

**25. Interpretation.** In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural and vice versa.

**26. Applicable Law.** This Deed of Trust shall be subject to and governed by the laws of the State of Arizona, in particular the provisions of **ARS Title 33, Chapter 6.1**, regardless of the fact that one or more parties is now or may become a resident of a different state.

**27. Waiver.** Any waiver by either party of a breach of any provision of this Deed of Trust shall not operate or be constructed as a waiver of any subsequent breach hereof.

**28. Succession of Benefits.** The provisions of this Deed of Trust shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, conservators and permitted assigns.

**29. Successor Trustee.** Beneficiary may appoint a Successor Trustee in the manner prescribed by law. A Successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all predecessors' title, estate, rights, powers and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

**30. Entire Agreement.** The terms of this Deed of Trust and this attached Addendum executed this date constitutes the entire agreement among the parties, and the parties represent that there are no collateral or side agreements not otherwise provided for within the terms of this Deed of Trust.

**31. Time of Essence.** Time is of the essence in this Deed of Trust and every term, condition, covenant and provision hereof.

**32. Modification.** No other modification of this Deed of Trust shall be binding unless evidenced by an agreement in writing and signed by all parties.

**33. Partial Invalidity.** If any provision of this Deed of Trust is held to be invalid or unenforceable, all the remaining provisions shall nevertheless continue in full force and effect.

**34.** In the event all or any part of the property or any interest in it is sold, conveyed, or encumbered, all obligations secured by the Deed shall become due and payable immediately upon notice to the Trustee by the Beneficiary.

**35.** The Trustor indemnifies the Beneficiary and Trustee against any liability for the violation by the Trustor or its affiliates of any Federal or State Statute, law or regulation dealing with environment. The Trustor warrants that he will comply with those laws or regulations. The Trustor warrants the mortgaged property does not contain any hazardous substance and indemnifies the Beneficiary and the Trustee as to any liability for hazardous waste disposal or cleanup. The warrant and indemnification shall survive any foreclosure of the Deed of Trust or the acceptance of a Deed in Lieu of Foreclosure. Trustor shall promptly notify the Beneficiary and the Trustee of any suspected or alleged environmental violations during the term of this loan.

\_\_\_\_\_  
Name of Resident:

\_\_\_\_\_  
Date:  
\_\_\_\_\_

STATE OF Arizona COUNTY OF Maricopa	<b>Acknowledgement</b> On this date, before me a Notary Public, personally appeared _____	Signature of Notary Public
Date of this Acknowledgement	Known to me as satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.	Notary Expiration Date
STATE OF Arizona COUNTY OF Maricopa	<b>Acknowledgement</b> On this date, before me a Notary Public, personally appeared _____	Signature of Notary Public
Date of this Acknowledgement	Known to me as satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.	Notary Expiration Date

ATTEST:

\_\_\_\_\_  
Mary Jo Kief, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_

PROMISSORY NOTE SECURED BY DEED OF TRUST

\$Amount of work completed

Peoria, Arizona

Date:

For value received, ENTER FIRST AND LAST NAME OF PAYOR

maker,

promises to pay to CITY OF PEORIA, AN ARIZONA MUNICIPAL CORPORATION

\_\_\_\_\_, holder or order, the sum of Amount of work completed.

DOLLARS

payable as follows:

**Due on Sale:**

It is understood and agreed by the parties hereto that the maker shall not assign or otherwise transfer any right, title or interest in or to these premises or this encumbrance FOR A PERIOD OF FIVE YEARS ONE MONTH FROM \_\_\_\_\_ (RECORDING DATE OF DEED OF TRUST). In the event of such assignment of transfer without written consent, the entire unpaid principal balance, accrued late penalties and all accrued interest shall, at the option of the holder, become all due and payable.

Principal and interest payable in lawful money of the United States.

The makers and endorsers hereof waive presentment, demand, notice of dishonor and protest.

If suit be brought to recover on this note, the Maker (Payor) agrees to pay such sum as the Court may fix as attorney's fees.

This Note is secured by a Deed of Trust, of even date herewith, upon real property.

**Having reviewed, accepted, and approved this Note with all its terms and conditions, this Note shall supersede any and all other agreements, and is hereby accepted in its final form.**

**ACCEPTED AND APPROVED:**

\_\_\_\_\_  
Maker (Payor) Enter First and Last Name of Payor

By \_\_\_\_\_  
William Patena, City of Peoria Neighborhood Services Manager Date

STATE OF ARIZONA ) ss.  
County of Maricopa )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me, a notary public in and for the State and County, \_\_\_\_\_, as Neighborhood Services Manager of the City of Peoria, and acknowledged that he executed the foregoing document for the behalf of the City of Peoria, Arizona.

\_\_\_\_\_  
Notary Public My Commission Expires