STATE OF ARIZONA COUNTY OF Gila

DOCKET 336 PAGE 333 ss. I hereby certify that the within instrument was filed and recorded on Feb. 28, 1973 at 11:55 o'clock A. M. in DOCKET 336, Page 333 and indexed in DEEDS

Fec No. 362286

at the request of Victor Sanchez.

INDEXED

When recorded, mail to: Victor Sanchez 3019 Loomis avenue Miami, Arizona 25539

DORIS PARKIN

Compared Witness my hand and official seal.

, County Recorder mary U. DE) Laoli,
Deputy Recorder Photostated PAGED

11:55

Father to Son

Warranty Berd

For the consideration of Ten Dollars, and other valuable considerations, I or we, VICTOR SANCHEZ, a widower, resident of Miami, Gila County, Arizona

do hereby convey to Joe C. Sanchez, an unmarried man, of Tucson, Pima County, Anizona

to the following real property situated in Cila County, Arizona:

The surface and the ground to a depth of forty (40) feet immediately be-neith the surface of that parcel of land lying and being in Lots 3019,3021,3016 3047. 3018. of Block 322 of BUENA VISTA TERRACE OF THE TOWN OF MIAMI according to the map thereof which is of record in the office of the Gila County Recorder, Fila County, Arizona, more particularly described as กาไกษร:

Vil of LCTS 3019 and 3021, and a portion of LOTS 3016, 3017, 3018, and 3020 of 3LOCK 322 of said 305MA VISTA TERM OF to the Town of Miami. Meximples at the southwest corner of said LOT 3021, thence northwesterly along the easterly side of Loomis Ave. a distance of \$1.00 feet; thence to routh a deflection angle to the right of 38 degrees \$0! a distance of 13. "I feet; thence southeasterly a distance of Li. " feet to a point on the southerly side line of a id LOT 3Der from which the southwest corner of a id LOT 3DE hears vesterly along the southerly sideline of said lot a distance 17.00 feet; thence westerly along the southerly saideline of said COTS 30 and SOOL stistance of 47.00 feet to the place of beginning.

I also wantons and convey all mulldings and other structures situated upon the above described property.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.				
	1000 p. 1973.			
1. <u>12. 1</u>	CALL ALL -			
		· ·		
STATE OF #/A. 12. A	} ss.	This instrument was acknowledged before me this day of 1973 by		
		Cen. J. Jan. Land		
		My Commission will expire; Commission Lapres Feb. 19, 1974		
STATE OF	SS.	This instrument was acknowledged before me this day of, by		
County of	,			

lawyers Title

Notary Public

STATE OF ARIZONA, County of I do hereby certify that the Company Page 502, Record WITNESS my hand and office	within instrument on April ds of Gila	375063 was filed and recorded at reque 30, 1974 at 2:55 County, Arizona. nd year first above written.	st of Transs	CKET JJO merica T 358	PAGE JUZ
When recorded, mail to:	INDEXED	DORIS PA	ARKIN	, Cour	ity Recorder,
Joe Mendez P. O. Box 2226 Globe, Arizona 85501	PAGED	By_Ma	ey 21. Dz	Parli,	_ Deputy
ESCROW # 31007400_4 THIS AGREEMENT entered into	in triplicate	AGREEMENT (Joint Tenants)	March 18,	, 1974	, between

750

JOE MENDEZ and MARY ELLEN MENDEZ, his wife

JOE C. SANCHEZ an unmarried man

as Seller, and

not as tenants in common not as community property estate but as joint tenants with right of survivorship, as Buyer, 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 Gila . State of Arizona, described as follows:

THE SURFACE AND THE GROUND TO A DEPTH OF FORTY(40) FEET IMMEDIATELY BENEATH THE SURFACE OF THE FOLLOWING DESCRIBED PROPERTY:

All of Lots 3019 and 3021, Block 322, and that certain portion of Lots 3016, 3017, 3018 and 3020, Block 322, BUENA VISTA TERRACE TO THE ORIGINAL TOWNSITE OF MIAMI, more particularly described as follows: BEGINNING at the Southwest corner of said Lot 3021, thence Northwesterly along the Easterly side of Loomis Avenue a distance of 41.00 feet; thence through a deflection angle to the right of 88 degrees 40 minutes a distance of 43.00 feet; thece Southeasterly a distance of 41.20 feet to a point on the Southerly side line of said Lot 3020 from which the Southwest corner pf said Lot 3021 bears Westerly along the Southerly sideline of said Lot a distance of 47.00 feet; thence Westerly along the Southerly sideline of said Lot a distance of 47.00 feet to the place of beginning, according to Map No 44, records of Gila County, Arizona.

To Transamerica Title Insurance Company, a corporation, at Phoenix for the benefit of the Seller:

In regular monthly installments of \$113.81 or more on or before the

30th day of every month, beginning May 30 1974

(30 days after close of Escrow) with interest on all unpaid principal at the rate of 9% per annum from April 30, 1974, (close of Escrow) payable monthly and included, the interest to be first deducted from the regular monthly installments and the balance to be applied upon the principal.

Buyer shall pay, before they become delinquent, all installments of principal and interest of any improvement liens against said property not delinquent at the date hereof; and

and all taxes and assessments on said property levied subsequent to December 31, 1973, together with all other assessments and charges for or on account of irrigation water or power used for furnishing irrigation water, after the date hereof. Buyer shall keep the buildings erected, and to be erected, upon said property insured against fire in the amount of the reasonable insurable value thereof, in insurance companies to be approved by Seller, for the mutual benefit and protection of the parties hereto.

If Buver fails to pay any such taxes, charges, assessments, 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 or mortgage required of Buyer, before the same shall have become delinquent. Seller shall have the right to pay or procure the same, together with necessary costs and legal fees, and the amount so advanced and such repayment thereof shall be secured hereby and shall be repaid to Seller by Buyer on demand, together with interest thereon at the rate of ten per cent per annum from date advanced by Seller until repaid, and any payment so made by Seller shall be prima facie evidence of the necessity therefore. If the Transamerica Title Insurance Company is notified in writing by Seller of any such advances, it shall not deliver deed to Buyer until repayment thereof with interest shall have been made.

If Seller institutes suit against Buyer to enforce Seller's rights under this agreement and obtains a valid judgment against Buyer, Buyer agrees to pay all costs, expenses and attorney's fees of Seller.

The Deed of Seller conveying the herein described property to Buyer, subject to liens, encumbrances, reservations, restrictions and exceptions affecting the title to said property has been delivered in escrow with the Transamerica Title Insurance Company, and shall be delivered to Buyer upon fulfillment of Buyer's obligation to Seller under the terms of this agreement.

Buver may enter into possession of 52 I property and continue in such possession for and during the life of this agreement. Buyer agrees to maintain said premises and all improvements thereon in good repair to permit no waste thereof, and to take the same care thereof that a prudent owner would take.

Seller and Buyer, and each of them, promise to pay promptly, and to indemnify and hold harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities which, in good faith and without fault on its part, it may incur or sustain in connection with this agreement and in connection with any court action arising out of this agreement.

Should Buyer default in making any payment, or in fulfilling any obligation hereunder, Seller may, either elect to bring an action against Buver for specific performance of this agreement, or enforce a forfeiture of the interest of Buyer, in any lawful manner, including but not limited to forfeiture by notice. Forfeiture may be enforced only after the expiration of the following periods after such default: where Buyer has paid on the purchase price: less than 20% - 30 days; 20% or more, but less than 30% - 60 days; 30% or more, but less than 50% - 120 days; 50% or more - 9 months. In computing said percentages, the amount of any agreement for sale or mortgage agreed to be paid by Buyer shall be treated as payment only to the extent of principal actually paid thereon by Buyer. If Seller elects to forfeit such agreement by notice, Seller shall do so through Escrow Agent by delivering to Escrow Agent a written declaration of forfeiture directed to Buyer, together with Escrow Agent's established fee for services rendered in connection with f. rfeitures. Said fee of Escrow Agent shall be the Buyer's obligation, shall be added to the contract balance owed by Buyer to Seller, shall be a lien upon the subject property as of the date of recording of this agreement, and shall be collected by Escrow Agent from Buyer in order for Buyer to avoid the forfeiture. Escrow Agent shall, within three days thereafter, send a copy of said declaration to Buyer at the last written address on file with Escrow Agent. If no written address has been filed, the copy of the declaration shall be sent in care of General Delivery at the city in which the office of Escrow Agent mailing the copy of the declaration is located. The copy of the declaration shall be deposited in the United States mail. The mailing of the copy of the declaration shall be deposited in the United States mail. The mailing of the copy of the declaration by Escrow Agent shall constitute no ice of the contents of the copy of the declaration to the Buyer as of the date of such mailing and no further notice shall be required. If Buyer fails to comply with the terms of such agreement to the date of such compliance before the expiration of 10 days from the date said copy was deposited in the United States Mail, Escrow Agent is authorized to deliver to Seller the documents and soney deposited in the excrow or under such agreement, and/or to record a notice of completion of forfesture. In the event a forfesture is enforced. Buver and anyone claiming under him shall forfest any and all rights and interest hereunder in and to the real property hereinbefore described and appurtenances, and Buyer shall surrender to Seller, forthwith, peaceable possession of said property and shall forfeit to the Seller as liquidated damages any and all payments made hereunder, together with any and all improvements placed on or in said property. Neither the provisions of this paragraph nor any provisions of the escrow shall affect any other lawful right or remedy which the Seller may have against the Buyer.

Time is of the essence of this agreement. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have he	reunto set their hands and seals the day and year above written.
Joe C. Sanchez (Seller)	Joe Mendez (Buyer)
(Seller)	Mary Ellen Mendez (Buyer)
County of 'Gila') ss.	This instrument was acknowledged before me this ITA day of March 10 14 by Joe C. Sanchez, an unmarried man
My commission expires. 2/23/76	Benjamin S. Col. Notary Public
STATE OF ARIZONA County of Gila	This instrument was acknowledged before me this day of March 19 74 by Joe Mendez and Mary Ellen Mendez, his wif
My commission expires: 7-8-76	Morary Jublic
NOTARY PLEASE NOTE: FILL IN THE NAME OF THE LINES IMMEDIATELY FOLLOWING THE WORD "BY".	E PARTIES THOSE SIGNATURE YOU ARE ACKNOWLEDGING ON THE