

TRUSTEE SALE GUARANTEE
Issued by
STEWART TITLE GUARANTY COMPANY

HEREIN CALLED THE COMPANY

File No.: 05504-19864

STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, for valuable consideration paid for this guarantee, the number, effective date, and amount of which are shown herein, hereby guarantees the Assured named in Schedule A, against loss not exceeding the liability amount stated in Schedule A, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives, that according to the public records on the effective date stated herein:

1. The title to the estate or interest in the land described herein was vested in the vestee named in Schedule A, subject to the matters shown as exceptions herein. Exceptions are not necessarily shown in the order of their priority.
2. The names and address of persons who are entitled to a copy of the Notice of Sale pursuant to the provisions of A.R.S. Section 33-809, are shown herein; and
3. Said land is located in the County stated herein, and if designated, the newspapers listed herein are acceptable for title insurance purposes for the publication of the Notice of Sale required in A.R.S. Section 33-808.

All subject, however, to the exclusions from coverage, the limits of liability and the other provisions of the Conditions and Stipulations, hereto annexed and made a part of this Guarantee.

Dated: May 13, 2016

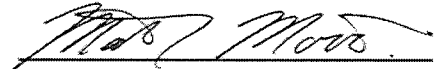
Countersigned by:



Authorized Countersignature

Stewart Title
3939 E. Broadway
Tucson, AZ 85711
Agent ID: 03060B

stewart
title guaranty company



Matt Morris
President and CEO



Denise Carraux
Secretary

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Policy
Serial No.

G-1463-000017864

In writing the Company please address it at P.O. Box 2029, Houston, Texas 77252 and refer to the printed TSG Number.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms - The following terms when used in the Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee - The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
- (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability - In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said

lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

12. Subrogation Upon Payment or Settlement - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston Texas 77252-2029.

SCHEDULE A

ORDER NO.: 05504-19864
YOUR NO.: McVEIGH v. TRUJILLO TRUST
TSG NO.: G-1463-000017864
TSG AMT.: \$300,000.00

1. a. ASSURED TRUSTEE:

H. Lee Horner, Jr., a member of the State Bar of Arizona

b. ASSURED BENEFICIARY:

Claire McVeigh, a _____ woman

2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

Fee

3. Title to said to estate or interest at the date hereof is vested in:

Victor E. Trujillo and Michelle M. Trujillo, Trustees under the Victor and Michelle Trujillo Living Trust dated November 8, 2002

4. The land referred to in this guarantee is situated in the county of Pima, State of Arizona, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

5. Parcel #:

220-20-1900


6. Purported Property Address:

7560 North Mystic Canyon Drive
Tucson, Arizona 85718

EFFECTIVE DATE: May 13, 2016 at 5:00 p.m.

Stewart Title

By:



Authorized Countersignature

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 153 of PIMA CANYON ESTATES, Pima County, Arizona, according to the plat of record in the office of the County Recorder, in Book 48 of Maps, page 89.

TRUSTEES SALE GUARANTEE

ORDER NO.: 05504-19864

(All recording dates refer to records in the
Office of the County Recorder in the County
in which the land is situated.)

EXCEPTIONS

Subject to the usual printed conditions, stipulations and exceptions contained in the regular form of said policy, or by rider attached thereto, and also subject to the following specific encumbrances, reservations and exceptions.

1. Defects, liens, encumbrances, adverse claims or other matters not shown by the public records and not otherwise excluded from coverage, but known to the Assured and not disclosed in writing by the Assured to the Company prior to date hereof.
2. Taxes and assessments collectible by the County Treasurer, for the year 2015, now delinquent.
3. A sale of said land by the County Treasurer, evidenced by Certificate of Purchase No. 1104235, issued by reason of the non-payment of taxes for the years 2009, 2010, 2011, 2013 and 2014.
4. A sale of said land by the County Treasurer, evidenced by Certificate of Purchase No. 1001617, issued by reason of the non-payment of taxes for the years 2008 and 2012.
5. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
6. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
7. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
8. Easements, restrictions, reservations and conditions as set forth on the recorded plat of said subdivision.
9. Easement for electrical transmission facilities, and rights incident thereto, as set forth in instrument recorded in Docket 11140, pages 803 and 806.
10. Third Amended and Restated Restrictions, Conditions, Covenants, Reservations, Liabilities and Obligations, including but not limited to any recitals creating easements, party walls or assessments, omitting, if any, from the above, any restrictions based on race, color, religion, sex, handicap, familial status or national origin contained in instrument recorded at Sequence No. 2013-2940688.
11. Deed of Trust given to secure the original amount of \$190,000.00, and any other amounts payable under the terms thereof
Dated: September 15, 2005
Trustor: Victor E. Trujillo and Michelle M. Trujillo, as Trustees under the Victor and Michelle Trujillo
Living Trust, dated November 8, 2002
Trustee: State Bank of Bartley
Beneficiary: State Bank of Bartley
Recorded: September 19, 2005, in Docket 12641, page 2570

The Beneficial Interest under said Deed of Trust was assigned to Claire McVeigh, Assignee by instrument recorded May 21, 2007, in Docket 13059, page 6122.

12. Deed of Trust given to secure the original amount of \$858,000.00, and any other amounts payable under the terms thereof
Dated: September 30, 2005
Trustor: Victor Trujillo and Michelle M. Trujillo, as Trustees under the Victor and Michelle Trujillo Living Trust dated November 8, 2002
Trustee: Title Security Agency of Arizona
Beneficiary: CIT Lending Services Corporation, a Delaware corporation
Recorded: November 2, 2005, in Docket 12672, page 2549
13. Judgment entered in Superior Court of Arizona, County of Pima
Dated: December 24, 2013
Case No.: T 20133247
Creditor: Pima Canyon Estates Homeowners Association
Debtor: Victor E. Trujillo, Michelle M. Trujillo, Trustees under the Victor and Michelle Trujillo Living Trust dated November 8, 2002
In the amount of: \$6,930.77, plus additional charges, if any
Recorded: January 10, 2014, at Sequence No. 2014-0100643

VESTING NOTE:

Title is vested in the entity shown in Schedule A, by instrument:
Recorded: November 19, 2002, in Docket 11929, page 4243

TAX NOTE:

Year	2015
Parcel No.	220-20-1900
Total Amount	\$5,480.00
First Half	\$2,740.00, plus interest
Second Half	\$2,740.00, plus interest

End of Exceptions

INFORMATION FOR TRUSTEE

ORDER NO.: 05504-19864

Relative to the Deed of Trust shown as Exception 11 of this Guarantee.

1. Newspapers of general circulation:

- The Arizona Daily Star
- The Tucson Citizen
- The Daily Territorial
- The Green Valley News & Sun
- Ajo Copper News
- The Record Reporter

2. Name and address of Trustor as shown in Deed of Trust or such subsequent address as is disclosed by recorded request for copy of notice of sale made pursuant to A.R.S. Section 33-809.

VICTOR E. TRUJILLO, TRUSTEE
MICHELLE M. TRUJILLO, TRUSTEE
5322 North Via Papavero
Tucson, Arizona 85715

3. The names and addresses of persons are disclosed by the public records examined other than those set forth in paragraph 2 above, who are entitled to notice pursuant to A.R.S. Section 33-809.

- a) STATE BANK OF BARTLEY
402 Commercial Street, Box 100
Bartley, NE 69020
(Exception No. 11)
- b) CLAIRE McVEIGH
c/o State Bank of Bartley
511 N. Tejon St., Suite 100
Colorado Springs, CO 80903
(Exception No. 11)
- c) CIT LENDING SERVICES CORPORATION
1 CIT Drive
Livingston, NJ 07039
(Exception No. 12)
- d) PIMA CANYON ESTATES HOMEOWNERS ASSOCIATION
c/o Monroe McDonough Goldschmidt & Molla, P.L.L.C.
4578 N. First Ave., Suite 160
Tucson, AZ 85718
(Exception No. 13)
- e) VICTOR E. TRUJILLO, TRUSTEE
MICHELLE M. TRUJILLO, TRUSTEE
3918 W. Ina Rd., #D100
Tucson, AZ 85741
(Tax mailing address)

f) VICTOR E. TRUJILLO, TRUSTEE
MICHELLE M. TRUJILLO, TRUSTEE
5392 North Via Papavero
Tucson, AZ 85750
(Additional address)

g) VICTOR E. TRUJILLO, TRUSTEE
MICHELLE M. TRUJILLO, TRUSTEE
7080 East Calle Morera
Tucson, AZ 85750
(Additional address)

4. Attention is called to Soldiers' and Sailors' Civil Relief Act of 1940 and amendments thereto which contain inhibitions against the sale of land under a deed of trust if the owner is entitled to the benefits of said Act.
5. Attention is called to the Federal Tax Lien Act of 1966 which, among other things, provides for the giving of written notice of sale in a specified manner to the Secretary of Treasury or his delegate as a requirement for the discharge or divestment of a Federal Tax Lien in a non-judicial sale, and establishes with respect to such lien a right in the United States to redeem the property within a period of 120 days from the date of any such sale.
6. ANY POLICY ISSUED INSURING THE GRANTEE UNDER THE TRUSTEE'S DEED CONTEMPLATED HEREIN WILL CONTAIN THE FOLLOWING EXCEPTION TO COVERAGE:

Any defect or invalidity of title or fraudulent conveyance, or claim of same, arising out of or occasioned by any violation of, or fraudulent transfer, voidable preference or voidable transfer under the Bankruptcy Code or under any State Fraudulent Transfer law as adjudicated or claimed in any present or future bankruptcy proceeding, provided that the bankruptcy proceeding is filed within one year of date of sale.

THE ABOVE EXCEPTION SHALL BE OMITTED FROM ANY POLICY OF TITLE INSURANCE ISSUED BY THE COMPANY FOR THE BENEFIT OF A BONAFIDE PURCHASER FOR VALUE.