

April 12, 2022

Members of the House Ethics Committee and Members of the Senate Ethics Committee
Arizona House of Representatives and Arizona Senate
1700 W. Washington Street
Phoenix, AZ 85007

Re: Ethics Complaint Regarding Representative Robert Meza and Senator Lisa Otondo

Dear Committee Members,

Please consider this letter to serve as a formal joint ethics complaint against Representative Robert Meza and Senator Lisa Otondo pursuant to (1) the Rules of the Arizona House of Representatives Rule 1 and Rule 33 for alleged conduct constituting “disorderly behavior”, (2) the Arizona House of Representatives Policy on Workplace Harassment prohibiting “sexual harassment ... [and] unwelcome, verbal, written conduct ... that either degrades or shows hostility ... intimidation or harassment”, and (3) the Arizona Senate Ethics Committee Rules of Procedure for alleged conduct potentially constituting “a violation of federal or state law or a Senate Ethics rule involving the conduct of a public office or a violation of the public trust, or any improper conduct that adversely reflects upon the Senate”.

This complaint is based on personal knowledge, direct observation, experience, public and other records, and media publications which provide evidence that Rep. Meza, both as a State Representative and Senator, engaged in various forms of misconduct including, but not limited to, sexual harassment, intimidation, fraudulent schemes and artifices, and other acts that may amount to crimes. Evidence suggests Sen. Otondo knowingly facilitated the misconduct.

Rep. Meza schemed and exploited the power, prestige, and access of his elected office for personal profit. Based on evidence expressed, uncovered, and shown to me, Rep. Meza personally realized more than \$1,000,000 in ill-gotten financial gain originating from public funds and state-administered federal healthcare dollars since 2014. He has gone to extraordinary lengths to conceal this activity including to threaten and personally attack several witnesses.

Documentation presents evidence of serious violations of the ethical obligations applicable to any public servant and certainly members of the Arizona Senate and Arizona House of Representatives. These actions harmed the State of Arizona, its treasury, its taxpayers and citizens and exposes both houses of the legislature to public condemnation for the corruption and self-dealing exposed. If confirmed, this conduct reveals compromised character, harms constituents, and holds both houses of the legislature up to contempt and condemnation.

I. FINANCIAL MOTIVE

Available records evidence that Rep. Meza was under financial distress by the end of 2010 when he registered a consulting business, Ameliorate, LLC, which initially served two clients (both campaign donors) that soon discontinued services. By 2012, Rep. Meza was heading toward insolvency evidenced by his W. Virginia Avenue residence proceeding into foreclosure on December 22, 2011 (*see Attachment 1*). While that property’s registered owner was Rep. Meza’s father, this was Rep. Meza’s residence. His father transferred the property to a roommate on January 4, 2012 (*see Attachment 2*). Despite the noticed Trustee’s sale, on January 6, 2012, that roommate received an \$85K personal loan secured by the real property (*see*

Attachment 3). Ronald Foeldi, the lender, appears on Rep. Meza's 2012 Campaign Finance Report as a January 5, 2012 campaign donor (*see Attachment 4*). On January 12, 2012, the original mortgage lender seems to have accepted the \$85K and wrote off the remaining \$71K balance on the original \$156K mortgage (*see Attachment 5*).

Rep. Meza later purchased the same property from his roommate on May 4, 2015 for \$172K in a transaction that paid off the \$85K loan owed to Mr. Foeldi and generated an \$87K gross profit for Rep. Meza and his roommate (*see Attachment 6*). As the registered title owner, Rep. Meza then refinanced on October 26, 2017 with a \$232K mortgage (*see Attachment 7*). The approximately \$60K in cash proceeds from that refinance transaction was apparently used to pay a \$56K federal tax lien apparently arising from unreported income earned through Ameliorate (*see Attachment 8*). This series of real estate transfers, loans, mortgages, and bank transactions is unusual. Investigation will show if these were "arms-length" transactions or if the sequence reflects payment of an illicit business' federal tax obligations using proceeds derived from mortgage fraud (*see A.R.S. § 13-2320*) and other possible criminal activity.

II. CRIMINAL SCHEME: MISREPRESENTATIONS AND MATERIAL OMISSIONS

Statements from Rep. Meza and others directly involved indicate Rep. Meza devised a scheme to obtain relief from his chronic financial problems wherein he (1) received private payments from nonprofit behavioral healthcare organizations ("NBHOs") Jewish Family and Children's Services ("JFCS"), PSA Behavioral Health Agency ("PSA"), and the Sojourner Center ("Sojourner") in exchange for covertly pursuing public grants, appropriations, and enhanced services contracts involving state-administered healthcare funds; (2) solicited corporate and public support for NBHOs by abusing his official position; (3) misappropriated campaign funds for personal gain; (4) conducted private business out of his state capitol office (*see Attachment 9*); and (5) misrepresented his NBHO involvement and omitted material facts from House and Senate colleagues to secure financial and non-financial benefits for himself and for others.

Per statements from, and confirming documents shown to Complainant by, PSA executives Kevin Eccleston, Kim Quiros, and Tasneem Doctor, NBHOs paid Rep. Meza on an ongoing basis for sham "marketing" and "development" services although these organizations employed high-level professional fundraising and marketing staff. They claimed these were pretextual agreements that included no legitimate statements of work, fundamental contract language, or clear deliverables, and were nothing more than purposeful efforts to cover illicit payments. Those payments began in 2015 and continue at present day.

Per these executives and Rep. Meza's former Legislative Aide, Grant Packwood (each of whom possess records and direct knowledge), Rep. Meza facilitated a \$200K deferred compensation package for the PSA CEO as a Senator in 2015 (*see Attachment 10*) in return for payments and the authority to appoint Board of Director members willing to assure his compensated arrangement would continue beyond her planned 2018 retirement. He appointed favorable Board members including a campaign donor, lobbyists, and Senator Otondo (*see Attachment 11*).

Rep. Meza also simultaneously held a volunteer JFCS Board of Directors position while being paid. Further, campaign finance records show Rep. Meza transferred more than \$9K in campaign funds to JFCS (*see Attachment 12*) who, in turn, apparently accepted those funds as personal donations from Rep. Meza, conferring upon him a host of financial and non-financial benefits as a private citizen given JFCS' donor records reveal a 1:1 correspondence with the

amount and timing of those campaign donations.¹

Rep. Meza also received private compensation from Sojourner while promoting this NBHO under his elected official persona as a State Senator from 2015-2016 (see **Attachment 13**).²

III. NBHO “EVENT HOSTING” AND ELECTED OFFICE EXPLOITATION

It is understood by the public, and it is standard industry practice, that nonprofit fundraising event hosts, especially elected officials, serve as volunteers and may not misleadingly advertise their role in these events or solicit funds under their elected persona while omitting material information about their private payments. These sort of misrepresentations and material omissions have been charged as Fraudulent Schemes and Artifices. See *U.S. v. King* (2020).³

As part of the purported scheme to enrich himself, Mr. Packwood, Mr. Eccleston, Ms. Quiros, and Ms. Doctor stated Rep. Meza identified corporations seeking legislative favor and then requested financial support to PSA, JFCS, and Sojourner as an elected official. There is reason to believe some of those corporate representatives knew Rep. Meza was, in turn, compensated while most were kept unaware. Knowledgeable corporations apparently include Mercy Care, who won a competitive \$1B+ per year state contract to provide the Regional Behavioral Health Authority (RBHA) insurance plan under A.R.S. § 36-3410 (see **Attachment 15**).

Per the forementioned PSA executives, Mercy Care COO Tad Gary approved financial support for PSA, JFCS, and Sojourner events which Rep. Meza boasted was passed onto him through Ameliorate. He also boasted he secured enhanced clinical rate reimbursement contracts from Mr. Gary.⁴ Complainant was present when Mr. Gary encouraged Ms. Doctor to gain personal and professional distance from Rep. Meza in 2018 because he considered Rep. Meza’s actions to be unethical and cause for criminal investigation. Mr. Gary admitted in Complainant’s presence, and corroborated through records, that he authorized \$25K-\$35K per year to these NBHOs. This reflects in the corporate giving pattern, most notably a 2017 allocation when Rep. Meza was forced to temporarily suspend payments from JFCS to avoid scrutiny. In response, Mercy Care’s support increased to PSA that year in an amount intended to maintain the same total annual payments to Rep. Meza (see **Attachment 16**).

Rep. Meza twice promoted Sojourner events under his elected persona. The first took place in April 2016 and was sponsored by presumably unaware state entities and private corporations.

¹ See <https://www.jfcsaz.org/about-us/newsletters-financials/>

² Rep. Meza also hosted a fundraiser for P1Kids during this time period. P1Kids was a private company founded by a campaign donor but Rep. Meza apparently misrepresented the event as if it were for a nonprofit. He promoted P1Kids as a State Senator and helped secure corporate sponsorships and the appearance of elected and appointed officials; a tactic generally used to enhance revenue (see **Attachment 14**; see also <https://www.youtube.com/watch?v=YzF8MOAyb4A> at 0:43).

³ See <https://www.clarionledger.com/story/news/2020/07/10/moss-point-mayor-wife-indicted-federal-fraud-charges/5413668002/>

⁴ This has markings of a Medicaid kickback fraud scheme in violation of 42 U.S.C. §§ 1320a-7 and 1320a-7b(b).

He appeared in a podcast and promotional materials as a State Senator,⁵ and spoke at the symposium as an elected official (*see Attachment 17*). He also hosted Sojourner's October 2016 annual event under his public persona and raised money from knowledgeable and unwary corporate sponsors and ticket buyers (*see Attachment 18*). Records show this event provided no charitable benefit (\$0 "Contributions") on \$136,106 revenue (*see Attachment 19*).⁶

Beginning in 2016, Rep. Meza supported a PSA annual fundraiser under his elected persona. He secured the appearances of Governor Doug Ducey (2018), U.S. Congressman Greg Stanton (2019), and U.S. Senator Kyrsten Sinema (2019) to enhance sponsorship and ticket revenue, and presumably secured those appearances without disclosing his private compensation to the state's chief executive or the two federally elected officials (*see Attachment 20*).

Rep. Meza then received pay from NBHO Open Hearts where Representative Cesar Chavez and a lobbyist served as volunteer Board members. Rep. Meza hosted a February 2020 sponsored event where he and Rep. Chavez appeared in that event's promotional materials as elected officials. Indications are Rep. Meza again solicited and received sponsorship dollars from corporate and individual philanthropists under his elected persona while withholding the truth of his compensation from sponsors and attendees (*see Attachment 21*).

In 2021, the Department of Justice prosecuted an elected official under these circumstances. Mayor Mario King was indicted on multiple counts including Fraud, Aiding and Abetting Fraud, and Conspiracy to Commit Fraud for registering an LLC, promoting a nonprofit fundraising event under his public persona while misrepresenting and not fully divulging his private involvement, using a portion of sponsorship and ticket proceeds for personal benefit, and engaging in less than \$6K of related bank transactions (*see Attachment 22*). Mr. King pled guilty and was sentenced to thirty (30) months in federal prison. Rep. Meza engaged in similar conduct on numerous occasions and likely generated more than \$1M in related bank transactions. Further, he interacted with various public agencies, members of the State Senate and State House, and the Governor to covertly secure funds.⁷

IV. HARASSMENT AND INTIMIDATION

Rep. Meza's scheme nearly came to light in January 2017 when Sojourner's Board of Directors learned their CEO (and registered lobbyist) arranged the payments and demanded Rep. Meza's immediate release (*see Attachment 23*). In response, Rep. Meza arranged and sent an anonymous message to Sojourner's Board Chair falsely accusing the CEO of criminal activity to cause chaos and to professionally damage the Sojourner CEO (*see Attachment 24*). As a result, Sojourner's Board members resigned, the CEO lost her job and left the state, and the Board

⁵ See <https://inspiredmedia360tv.com/domestic-violence/>

⁶ Corporate sponsors unaware of Rep. Meza's compensation are believed to include, but are not limited to, ASU, Bank of America, Franke & Company, Nationwide Insurance, Alliance Bank of Arizona, Southwest Gas, SRP, the Phoenix Suns, the Arizona Diamondbacks, and the Arizona Cardinals.

⁷ Per A.R.S. § 13-2311 Fraudulent Schemes and Practices, "in any matter related to the business conducted by any department or agency of this state or any political subdivision thereof, any person who, pursuant to a scheme or artifice to defraud or deceive, knowingly falsifies, conceals or covers up a material fact by any trick, scheme or device or makes or uses any false writing or document ... is guilty of a class 5 felony".

Chair sought to exit. Rep. Meza facilitated that exit through JFCS which quickly arranged to “acquire” Sojourner, even though at the time he was a JFCS Board member facilitating the acquisition while contributing to Sojourner’s demise.

Throughout the latter half of 2017, Ms. Doctor became growingly concerned about what she viewed to be criminal conduct and the increasing amount of harassment she experienced from a registered lobbyist and from several JFCS’ executives which she contended to Complainant and others that Rep. Meza encouraged (*see Attachment 25*). In April 2018, she purchased a pre-paid “burner” phone and contacted a media outlet to blow the whistle on Rep. Meza’s misconduct (*see Attachment 26*) and to pursue a civil suit for harassment (*see Attachment 27*).

Mr. Eccleston, Ms. Quiros, and Ms. Doctor discussed their individual and collective concerns regarding Rep. Meza in Complainant’s presence on multiple occasions in 2018, and briefed Complainant extensively on the perceived impropriety and showed him incriminating communications and records. Mr. Eccleston and Ms. Quiros expressed that the PSA CEO’s personal financial difficulties motivated her initial involvement with Rep. Meza. Those difficulties apparently required repeated advances on the CEO’s salary which Mr. Eccleston believed to be administratively and legally improper. Mr. Eccleston further reported feeling compelled to approve those salary advances to appease Rep. Meza and to retain his position and professional livelihood. These executives also expressed their fears for retaliation and loss of livelihood based on their observances of Rep. Meza’s behavior and the events surrounding Sojourner’s demise. They also claimed he attacked and threatened multiple individuals knowledgeable of the true nature of Ameliorate. They cited Rep. Meza’s mistreatment of another of their colleagues who raised internal concerns regarding the legal and ethical ramifications of PSA’s consulting payments. In response, Rep. Meza reportedly professionally attacked, demeaned, and sexually harassed the colleague including by openly and repeatedly referring to him as “Grindr”.

In 2019, Rep. Meza became aware that Ms. Doctor divulged information to Complainant who was speaking with federal investigators as a peripheral fact witness on an unrelated matter (*see Attachment 28*). This triggered a series of unprovoked and unfounded attacks against Complainant and his livelihood and business dealings. Rep. Meza participated in mailing defamatory letters to Complainant’s out of state business colleagues making false accusations to financially harm Complainant and pre-emptively silence and intimidate Complainant as was done to Sojourner’s CEO. In October 2021, Complainant revealed he had been cooperating with federal investigators since December 2020 regarding Rep. Meza and his NBHO associates, and had provided those investigators evidence and testimony (*see Attachment 29*). Rep. Meza and members of his circle continue to attack and attempt to intimidate Complainant to obstruct and prevent testimony and communications to investigators and prosecutors, and in retaliation for Complainant communicating with law enforcement, courts, and criminal investigators.

V. MEDIA CONFIRMATION

In November 2021, *The Arizona Republic* published an investigative article wherein multiple legislators and Governor Ducey admitted Rep. Meza pursued state-administered funds over many years and materially omitted that he received private compensation.⁸ Per the article,

⁸ See <https://www.azcentral.com/story/news/politics/arizona/2021/11/08/chicanos-por-la-causas-hiring-arizona-lawmakers-draws-scrutiny/8423797002/>

another NBHO released Rep. Meza the same month Complainant made it clear to him and his circle that he would not acquiesce to the attacks and intimidation.

VI. STATUTORY VIOLATIONS AFFECTING THE LEGISLATURE

Per multiple reports, statements made in Complainant's presence, and supporting documentation, it appears Rep. Meza devised a scheme to defraud and provide benefits to himself and to others through misrepresentations, "half-truths", and material omissions made to legislative colleagues in the Arizona House and Senate, to the state's chief executive, to government employees, to insurance payors, to corporate sponsors and individual philanthropists, to campaign donors, to financial institutions, and to the public in violation of multiple statutes.

A.R.S. § 13-2310 Fraudulent Schemes and Artifices; 18 U.S.C. § 1343 Mail and Wire Fraud:

Arising from common language and purpose, these codes and statutes "prohibit a person from, 'pursuant to a scheme or artifice to defraud, knowingly obtain[ing] any benefit by means of false or fraudulent pretenses, representations, promises or material omissions.' '[A] scheme or artifice is some plan, device, or trick to perpetrate a fraud.' ... 'The scheme need not be fraudulent on its face but must involve some sort of fraudulent misrepresentations or omissions reasonably calculated to deceive persons of ordinary prudence and comprehension. ... A 'benefit' under the statute is 'anything of value or advantage, present or prospective.'" *State v. Henry*, 205 Ariz. 229, 232, ¶ 12, 68 P.3d 455, 458 (App. 2003). Per the Arizona Supreme Court, this "statute proscribes conduct lacking in 'fundamental honesty' ... In the final analysis, we adopt a broad view of the statute because no other view is sensible. The definition of 'fraud' must be broad enough to cover all of the varieties made possible by boundless human ingenuity." *Id* at ¶ 17. These codes and statutes specifically "preclude a public official from committing an unauthorized act relating to the official's duties 'with the intent to benefit himself or another person'". *Id* at ¶ 19. Intent to defraud can be inferred from the nature of the acts performed including the acts of a public official. *Id* at ¶ 20. Whoever devised the plan or scheme demonstrates the requisite intent to defraud, and any co-conspirators need not to have devised the scheme but merely need to know of, and derive any form of benefit or advantage from, the scheme to violate the statute. *State v. Bridgeforth*, 156 Ariz. 60, 63, 750 P.2d 3, 6 (1988).

A.R.S. § 13-2409 Obstructing Criminal Investigations; 18 U.S.C. § 1512 Obstruction of Justice:

Rep. Meza has come to the attention of criminal investigators for actions taken to obstruct or prevent Complainant's testimony, to learn about the investigation, and in retribution for Complainant contacting law enforcement and investigators. "Obstruction is expansive" and includes any attempt to learn about or influence a criminal investigation or prosecution. *U.S. v. Volpendesto*, 746 F.3d 273, 286 (7th Cir. 2014).

18 U.S.C. § 666 Theft or Bribery Concerning Programs Receiving Federal Funds; 18 U.S.C. § 2

Aiding and Abetting: NBHOs received considerable direct and indirect federal funding (*see Attachment 30*). Rep. Meza could be culpable under 18 U.S.C. § 666 as "an agent of an organization (NBHOs) or a state (Arizona) ... that receives in excess of \$10,000 in a one-year period pursuant to a federal program (Medicaid and others) [and] obtained by fraud ... property which had a value of \$5,000 or more ... under the care, custody or control of ... such organization (NBHOs) [or] government (Arizona)". Further, "whoever ... aids, abets, counsels or procures commission [of a crime against the United States] ... is punishable as a

principal”.⁹ Anyone who might have assisted in the commission or in the active concealment of any federal criminal offense, as Sen. Otondo appears to have done here, would also be culpable. Rep. Meza thus places several NBHO executives and legislators at risk for federal indictment if his conduct is deemed criminal.

VII. BASELESS DEFENSES

Rep. Meza might try to rationalize or justify his conduct by pointing to other state legislators he believes enhanced their private compensation through serving in office. These examples are distinguishable as those legislators did not obtain their benefit through any schemes or deception, and therefore violated no statute or ethics rule. Such a defense would illuminate Rep. Meza’s intent to exploit a perceived loophole in ethics rules and statutes. Yet, “exploiting loopholes” for financial gain of public dollars and using misrepresentations and material omissions to do so is a criminal act. *U.S. v. Green*, 592 F.3d 1057, 1064 (9th Cir.2010). The mistake perpetrators make is to believe one must scheme to commit a crime to generate culpability when, in fact, one only has to scheme to secure a benefit. “[I]t is settled that [Fraudulent Schemes and Artifices] does not require proof that the defendant’s conduct violated a separate law or regulation, be it federal or state law.” *Id*; *U.S. v. Louderman*, 576 F.2d 1383, 1387 (9th Cir.1978) (“state law is irrelevant in determining whether a certain course of conduct is violative of” Fraud). Indeed, the plain language of A.R.S. §§ 13-2310 and 13-2311 point to no other criminal statute violation. The scheme is the crime. *Schmuck v. United States*, 489 U.S. 705, 109 S.Ct. 1443, 103 L.Ed.2d 734 (1989); *State v. Henry*, 205 Ariz. 229, 232, ¶ 12, 68 P.3d 455, 458 (App. 2003). Further, “[t]he existence of a public record is no defense to fraud. ... (fraud exists even if the truth could be learned from public records) ... (constructive notice of the facts from public records is no defense to fraud).” *Baker ex rel. Hall Brake Supply, Inc. v. Stewart Title & Trust of Phoenix, Inc.*, 197 Ariz. 535, 540, ¶ 23, 5 P.3d 249, 254 (App. 2000). No elected official, philanthropist, corporate representative, or private individual was required to scan the depths of publicly available nonprofit tax records or obscure documents to determine the nature of Rep. Meza’s compensated involvement with NBHOs via Ameliorate, LLC. It was his obligation to disclose the nature of his private compensation, and he did not do so.

VIII. CONCLUSION

Rep. Meza and Sen. Otondo should be ordered to present comprehensive testimony and to cooperate fully with the production of documents, communications, electronic devices, physical evidence, and sworn testimony. Complainant encourages the House and the Senate to:

1. Cooperatively open a joint ethics investigation per Senate Ethics Committee Rule 16 and:
 - a. Review financial records and bank documents regarding the transfer, purchase, and refinancing of the W. Virginia Avenue property to determine if real estate transactions were at “arms-length” and did not violate ethics rules, campaign finance laws, or criminal statutes governing mortgage fraud.
 - b. Review evidence and testimony for violations of the Arizona House of Representatives Policy on Workplace Harassment and take appropriate action.
 - c. Review all digital communications and business records including financial records, tax returns, invoices, contracts, etc. associated with Ameliorate, LLC for conduct affecting official acts or revealing misrepresentations and/or material omissions made to any member of the legislative or executive branches, or to any government employee.

⁹ See <https://www.justice.gov/jm/criminal-resource-manual-1004-general-elements-offense>; <https://www.justice.gov/archives/jm/criminal-resource-manual-2474-elements-aiding-and-abetting>

- d. Review all materials, documents, digital evidence, contracts, and communications involving Rep. Meza and the philanthropic activities and reimbursable services contracts with insurance payors that receive public healthcare dollars from the state or federal government through AHCCCS or the RBHA.
 - e. Identify NBHO corporate sponsors and request documentation of their knowledge and understanding of fundraising activities that Rep. Meza hosted or promoted, including any acts conducted under his elected persona or through elected office.
 - f. Review all private and public communications between Sen. Otondo and Rep. Meza regarding Sen. Otondo's PSA Board of Director appointment, and review all PSA corporate records involving Sen. Otondo including the payment of \$200K to the PSA CEO and the ongoing payments PSA made to Rep. Meza during Sen. Otondo's term.
 - g. Request corporate records and a prepared audit statement from the Boards of Directors of Mercy Care, PSA, JFCS, Sojourner, and Open Hearts regarding Rep. Meza's compensated involvement and interactions with those organizations and their executives.
 - h. Take the sworn testimony of Robert Meza, Lisa Otondo, Cesar Chavez, Grant Packwood, Kevin Eccleston, Kim Quiros, Tasneem Doctor, and Tad Gary.
2. Establish and promote information hotlines regarding any threatening or harassing behavior Rep. Meza and others may have committed to conceal the forementioned conduct.
 3. Report any fraudulent activity involving state contracts or relating to state or federal public healthcare dollars to AHCCCS and the Arizona Medicaid Office of the Inspector General.
 4. Direct the Secretary of State to investigate all potential campaign finance violations and possible lobbyist misconduct, and to report any violations to the Attorney General.

I declare under penalty of perjury the factual matters and things stated in this complaint are true and correct to the best of my own personal knowledge, information, and belief. Based on the foregoing, I request the House and the Senate Ethics Committees investigate and make recommendations, including whether Rep. Meza and/or Sen. Otondo, or any other legislative member, be subject to censure or other discipline such as expulsion pursuant to House Rules, Senate Rules, and the Arizona Constitution.

Regards,
Phillip Potter

State of Arizona)
) ss.
County of Maricopa)

Subscribed and sworn to me before me on this 12 day of April, 2022 by

Phillip T. Potter

Tyler Wentzel
Notary Public Signature

Commission Expires: 10/31/2025



Attachment 1

Unofficial Document

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

13:
Es:

When Recorded Return to:
Executive Trustee Services, LLC
2255 North Ontario Street, Suite 400
Burbank, CA 91504-3120
800.665.3932

0359513108 AZ1100046998 6216718

NOTICE OF TRUSTEE'S SALE

The following legally described trust property will be sold, pursuant to the power of Sale under that certain Deed of Trust dated 05/14/2007 and recorded on 05/18/2007 as Instrument # 2007-0583729, Book XX Page XX in the office of the County Recorder of Maricopa County, Arizona, at public auction to the highest bidder at At the steps at the front entrance of the Superior Court Building, 201 West Jefferson, Phoenix, Arizona, on 03/29/2012 at 12:00 P.M. of said day.

LOT 190, ENCANTO ESTATES UNIT THREE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 73 OF MAPS, PAGE 43.

ACCORDING TO THE DEED OF TRUST OR UPON INFORMATION SUPPLIED BY THE BENEFICIARY, THE FOLLOWING INFORMATION IS PROVIDED PURSUANT TO A.R.S. SECTION 33-808(C):

STREET ADDRESS OR IDENTIFIABLE LOCATION: **1919 WEST VIRGINIA AVENUE
PHOENIX, AZ 85009**

TAX PARCEL NUMBER: **110-45-084**

ORIGINAL PRINCIPAL BALANCE: **\$156,000.00**

NAME AND ADDRESS OF ORIGINAL TRUSTOR:
(as shown on the Deed of Trust)

**ROBERT MEZA, SR., AN UNMARRIED MAN
1919 WEST VIRGINIA AVENUE
PHOENIX, AZ 85009**

NAME AND ADDRESS OF BENEFICIARY:
(as of recording of Notice of Sale)

**HSBC Bank USA, National Association as Trustee for Sequoia Mortgage Trust 2007-3
1100 VIRGINIA DRIVE
FORT WASHINGTON, PA 19034**

(Page 2 of 2)

AZ1100046998 0359513108 6216718

NAME, ADDRESS & TELEPHONE NUMBER OF TRUSTEE:
(as of recording of Notice of Sale)

Executive Trustee Services, LLC
2255 North Ontario Street, Suite 400
Burbank, CA 91504-3120
Sale Line: 714-730-2727

DATED: Dec 22, 2011

Executive Trustee Services, LLC

By: 

Edward Siriwan
Authorized Officer

"Executive Trustee Services, LLC is ^{Official Document} authorized escrow agent and therefore qualified to act as a Trustee pursuant ARS Section 33-803(A)(1). Trustee's Regulator: Arizona State Banking Department."

State of California) ss.
County of Los Angeles)

On 12-22-11 before me, Sally Beltran Notary Public, personally appeared Edward Siriwan, who 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.

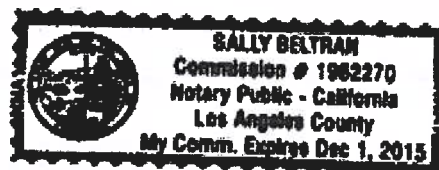
I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Sally Beltran

(Seal)



Attachment 2

Unofficial
20 Document

Recorded at the request of:

Chicago Title

When recorded, mail to:

Chicago Title

2555 E Camelback Rd, Suite 500

Phoenix, AZ 85016

CT

mc

Escrow No.: CT1107612-CT2946

Space above this line for Recorder's Use

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,

Robert Meza, Sr., an unmarried man

does hereby convey to

Michael J. Snitz, a single man

the following real property situated in Maricopa County, Arizona:

Lot 190, of Encanto Estates Unit Three, according to the plat thereof, as recorded in Plat Book 73, Page 43, of the Public Records of Maricopa, County, Arizona.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, covenants, conditions and restrictions as may appear of record.

The undersigned hereby warrants the title against all persons whomsoever, subject to the matters set forth.

Dated: January 4, 2012

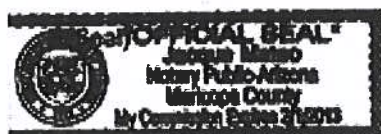
Robert Meza Sr.
Robert Meza, Sr.

NOTARY ACKNOWLEDGMENT(S) TO WARRANTY DEED

State of Arizona

County of Maricopa

The foregoing document was acknowledged before me this 6 day of January 2012
by Robert Meza, Sr.



[Signature]
Notary Public

Attachment 3

CHICAGO TITLE INSURANCE COMPANY

Unofficial 20 Document

CT
mc

When Recorded, Return to:

Patricia A. Magrath
Zwillinger Greek Zwillinger & Knecht PC
2425 E. Camelback Road, Suite 600
Phoenix, Arizona 85016

DEED OF TRUST

DATE: January 6, 2012

TRUSTOR: Michael J. Snitz
1919 W. Virginia Avenue
Phoenix, Arizona, 85009

BENEFICIARY: Ronald Akos Foeldi


TRUSTEE: Chicago Title Insurance Company
2555 East Camelback Road, Suite 500
Phoenix, Arizona 85016

WITNESSETH: That Trustor irrevocably grants and conveys to Trustee in Trust, with Power of Sale, the real property described as Lot 190, of Encanto Estates Unit Three, according to the plat thereof, as recorded in Plat Book 73, Page 43, of the Public Records of Maricopa County, Arizona (the "Property"), SUBJECT TO any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Beneficiary's interest in the Property;

FOR THE PURPOSE OF SECURING: (a) Performance of each agreement of Trustor contained herein or in that certain Promissory Note dated of even date herewith by and among the Beneficiary and Trustor; (b) Payment of the indebtedness evidenced by that certain Promissory Note dated as of even date herewith (the "Note"), in the principal amount Eighty Five Thousand and no/100ths Dollars (\$85,000.00) executed by Trustor to the order of Beneficiary (the "Note"); and, (c) Any modification, addition, replacement or amendment to any instrument secured hereby (the "Indebtedness").

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

1. To keep the Property in good condition and repair; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation of law; and to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration's herein not excluding the general.

2. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary or Trustee, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary to enforce this Deed of Trust.

3. To pay: before delinquent, all taxes and assessments affecting said property; when due, all encumbrances, charges and liens, on said property or any part thereof, which appear to be prior or superior hereto.

4. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and after providing Trustor with the applicable notice and cure period as provided herein, and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay his reasonable fees.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof. Any amounts so paid by Beneficiary or Trustee shall become part of the debt secured by this Deed of Trust and a lien on said property and immediately due and payable at option of Beneficiary or Trustee.

6. On the sale, trade, exchange, conveyance, assignment, transfer, further mortgage, pledge, hypothecation or other encumbrance of all or any part of the Property by Trustor, or any interest therein, or of any beneficial interest in Trustor (in each case, a "Transfer"), Beneficiary may, at its sole option, declare all of the sums secured by this Deed of Trust to be immediately due and payable, and Beneficiary may invoke any remedies permitted by this Deed of Trust.

IT IS MUTUALLY AGREED:

1. That at any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note(s) for endorsement, and without

liability therefor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and 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 of the property affected by the Trustee's action be credited on the indebtedness, the Trustee may: (i) release and reconvey all or any part of said property; (ii) consent to the making and recording, or either, of any map or plat of the property or any part thereof; (iii) join in granting any easement thereon; (iv) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance or charge hereof.

2. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the property then held hereunder, the recitals in such reconveyance, of any matters or facts, shall be conclusive proof of the truthfulness thereof ("Full Release"). The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

3. Upon any default Beneficiary may, either by person, by agent, or by receiver to be appointed by a court, without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of the Trustor, enter upon and take possession of said property or any part thereof, in his 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 reasonably attorneys' fees of Beneficiary and Trustee, upon any indebtedness secured hereby, and in such order as Beneficiary ~~may~~ determine. The entering upon and taking possession of said property, the collection of such property income, and the application thereof as aforesaid, shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

4. That upon default by Trustor in performance of any obligation of Trustor under any agreement between Trustor and Beneficiary (an "Event of Default"), Trustee shall record and give notice of Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, Trustee shall sell, in the manner required by law, said property at public auction at the time and place fixed by it in said notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee at its discretion may postpone or continue the sale from time to time by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee or Beneficiary, may purchase at such sale. The purchaser at the Trustee's sale shall be entitled to immediate possession of the property as against the Trustee or other persons in possession and shall have a right to the summary proceedings to obtain possession provided in Title 12, Chapter 8, Article 4, Arizona Revised Statutes, together with costs and reasonable attorneys' fees.

After deducting all costs, fees, and expenses of Trustee and of this Deed of Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees of Beneficiary and Trustee, 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 person or persons legally entitled thereto, or as provided in A.R.S. § 33-812. 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 to it hereunder and at law or in equity. All rights and remedies shall be cumulative.

5. That Beneficiary may appoint a successor Trustee in the manner prescribed by law. Trustor and Beneficiary authorize Trustee, in the event any demand or notice is made or tendered to it concerning this Deed of Trust or the property, to hold any money and documents and to withhold action or performance until an action shall be brought in a court of competent jurisdiction to determine the rights asserted or the propriety of the demand, notice or action requested and Trustee shall be without liability or responsibility for awaiting such court action. A successor Trustee herein shall without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. Trustee may resign at any time by mailing or delivering notice thereof to Beneficiary and Trustor and having so resigned shall be relieved of all liability and responsibility to Trustor, Beneficiary or otherwise hereunder. "Trustee" herein shall include all successor trustees. Trustee shall not be liable for any action taken in its discretion and in good faith, or upon advice of counsel, or upon any information supplied or direction given by Beneficiary. Unless Trustee is adjudged grossly negligent or guilty of intentional wrongdoing or breach of contract, Trustor and Beneficiary will, upon demand, indemnify and hold harmless Trustee against all costs, damages, attorney's fees, expenses and liabilities which it may incur or sustain in connection with this Deed of Trust or any foreclosure or sale hereof or any court or other action or proceeding arising herefrom.

Unofficial Document

6. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

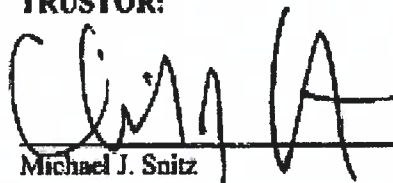
7. That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee may but is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

8. Should any term, provision, covenants or condition of this Deed of Trust be held to be void or invalid the same shall not affect any other term, provision, covenant or condition of this Deed of Trust. Furthermore, should this instrument be or become ineffective as a deed of trust, then these presents shall be construed and enforced as a realty mortgage with the Trustor being the mortgagor, and the Beneficiary being the mortgagee.

9. The Deed of Trust shall be governed by and interpreted under the laws of the State of Arizona.


The undersigned Trustor requests that a copy of any notice of Trustee's sale hereunder be mailed to the address set forth above.

TRUSTOR:


 Michael J. Snitz

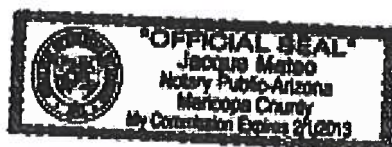
STATE OF ARIZONA)
) ss.
 County of Maricopa)

This instrument was acknowledged before me on this ____ day of January, 2012, by Michael J. Snitz, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.


 Notary Public

My Commission Expires:

2/1/2013



Attachment 4

1/5/2012	Robert Meza For State Senate 2012	\$300.00	Contribution from Individuals	Foeldi, Ronald
Transaction Details				
Filer Id: 201200004	Filer Name: - Primary	Filed On Report: PDF		
Transaction Date: 01/05/2012	Amount: \$300.00	Transaction Type: Contribution from Individuals		
Received From Or Paid To: FOELDI, RONALD				
Address: [REDACTED]				
Occupation/Employer: DENTIST, SELF-EMPLOYED				

Attachment 5

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY
WHEN RECORDED MAIL TO:
ETS Services, LLC
2255 North Ontario Street, Suite 400
Burbank, CA 91504-3120
800.665.3932

Unofficial
20 Document

13:
ra

6346718
T.S. No.: AZ1100048898
Loan No.: 0068513108
Parcel No.: 110-45-084

CANCELLATION OF NOTICE OF TRUSTEE'S SALE

The undersigned hereby cancels the Notice of Trustee's Sale recorded on 12/23/2011 Docket
Instrument No. 20111061054, in the office of the County Recorder of Maricopa, State of Arizona on real property legally
described as:

**LOT 190, ENCANTO ESTATES UNIT THREE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE
COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 73 OF MAPS, PAGE 43.**

Which Notice of Trustee's Sale refers to a Deed of Trust executed by ROBERT MEZA, SR., AN UNMARRIED MAN as
Trustor(s), in which
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICAN MORTGAGE
NETWORK, INC., A DELAWARE CORPORATION is named as Beneficiary(s) and FIRST AMERICAN TITLE
INSURANCE COMPANY as Trustee, and recorded 05/18/2007 in Docket XX, Page XX, Instrument No. 2007-0583729
Records of Maricopa, Arizona. The following Deed of Trust was dated 05/14/2007.

Executive Trustee Services, LLC

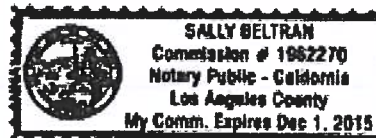
By: Nuvia Marquez
Nuvia Marquez, Authorized Officer

State of California)
County of Los Angeles) SS.

On 1-11-12 before me, Sally Beltran, a Notary Public personally appeared Nuvia Marquez who proved to me on the
basis of satisfactory evidence to 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.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct

Signature Sally Beltran (Seal)
Sally Beltran



Attachment 6

Clear Title Agency of Arizona

20 Document

Return To:

FAIRWAY INDEPENDENT
MORTGAGE CORPORATION
6652 PINECREST DRIVE, SUITE
200
PLANO, TX 75024

51
ch.

Prepared By:

DENNIS P. SCHWARTZ
SCHWARTZ & ASSOCIATES
1446 HERITAGE DRIVE
MCKINNEY, TEXAS 75069
972-562-1966

60-516303

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ALL OR PART OF THE PURCHASE PRICE OF THE PROPERTY IS PAID FOR
WITH THE MONEY LOANED.

PURCHASE MONEY

DEED OF TRUST

MIN 100392411200512237

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **MAY 04, 2015**
together with all Riders to this document.

(B) "Borrower" is
ROBERT MEZA, A SINGLE MAN

Borrower is the trustor under this Security Instrument. Borrower's mailing address is
1919 W VIRGINIA AVE, PHOENIX, ARIZONA 85009

(C) "Lender" is
FAIRWAY INDEPENDENT MORTGAGE CORPORATION

Lender is a **CORPORATION** organized and existing under
the laws of **THE STATE OF TEXAS**, **UNITED STATES OF AMERICA**
Lender's mailing address is
6652 PINECREST DRIVE, SUITE 200, PLANO, TX 75024

811337326

(D) "Trustee" is
FIRST AMERICAN TITLE INSURANCE COMPANY

Trustee's mailing address is
P.O. BOX 2922, PHOENIX, AZ 85062

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated MAY 04, 2015

The Note states that Borrower owes Lender

ONE HUNDRED SEVENTY TWO THOUSAND EIGHT HUNDRED & NO/100

Dollars (U.S. \$172,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 01, 2045

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | |
| <input type="checkbox"/> Other(s) [specify] | | |

(J) "Applicable Law" means all controlling ^{official document} federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor In Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of MARICOPA :

[Name of Recording Jurisdiction]

LOT 190, OF ENCANTO ESTATES UNIT THREE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 73 OF MAPS, PAGE 43.

Unofficial Document

Parcel ID Number:
110-45-084

1919 W VIRGINIA AVE
PHOENIX
("Property Address"):

which currently has the address of

[Street]
[City], Arizona 85009 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall record a notice of sale in each county in which any part of the Property is located and shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law and after publication and posting of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place designated in the notice of sale. Trustee may postpone sale of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county treasurer of the county in which the sale took place.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

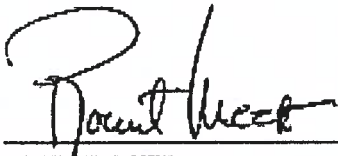
24. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Time of Essence. Time is of the essence in each covenant of this Security Instrument.

20150316000

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

 _____ (Seal)
ROBERT MEZA -Borrower

_____ (Seal)
-Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

Unofficial Document

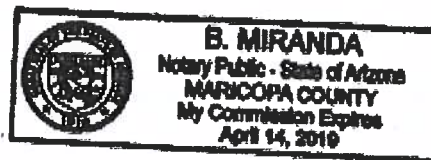
_____ (Seal) _____ (Seal)
-Borrower -Borrower

STATE OF ARIZONA, Maricopa County ss:
The foregoing instrument was acknowledged before me this May 5, 2015
by
ROBERT MEZA

My Commission Expires: 4-14-19
B. Miranda
Notary Public

LOAN ORIGINATION ORGANIZATION: FAIRWAY INDEPENDENT MORTGAGE CORPORATION
NMLS ID: 2289
LOAN ORIGINATOR: SHANE CHRISTOPHER
NMLS ID: 1060530

Unofficial Document



Unofficial 20 Document

Recording Requested by:
Clear Title Agency of Arizona

51
ch.

When recorded mail to:
Robert Meza
1919 West Virginia Avenue
Phoenix, AZ 85009

WARRANTY DEED

File No. 60-516303 (bk)

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, I or we,

Michael J. Snitz, a single man, the GRANTOR does hereby convey to

Robert Meza, a single man, the GRANTEE

the following described real property situate in Maricopa County, Arizona:

Lot 190, of ENCANTO ESTATES UNIT THREE, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 73 of Maps, Page 43.

Subject To: Existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements and all other matters of record.

And the GRANTOR does warrant the title against all persons whomsoever, subject to the matters set forth above.

DATED: April 10, 2015



Michael J. Snitz

File No.: 60-516303 (bk)
A.P.N.: 110-45-084 1

Warranty Deed - continued

STATE OF Arizona)
County of Maricopa)ss.

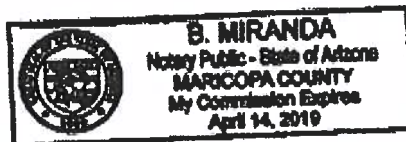
On May 6, 2015, before me, the undersigned Notary Public, personally appeared Michael J. Snitz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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.

My Commission Expires: 4-14-19

B. Miranda
Notary Public

Unofficial Document



Attachment 7

15
Ga

Title Order No.: 63599628

(Space Above This Line for Recording Data)

MEMBERS PHONE #: 1-833-679-6177

10220617 05:53 AM PST
 10220617 05:53 AM PST

LOAN #: 160273091

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
 (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) (specify) |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |
| <input type="checkbox"/> VA Rider | | |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor or Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County

(Name of Recording Jurisdiction) of Maricopa

(Name of Recording Jurisdiction)

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: 110-45-084

which currently has the address of 1819 W Virginia Ave, Phoenix,

(Street/City)

Arizona 85008

("Property Address")

(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

20170015041

LOAN #: 160273091

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Robert Meza

OCT 26, 2017 (Seal)
DATE

State of ARIZONA

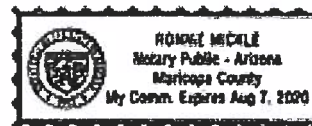
County of MARICOPA

The foregoing instrument was acknowledged before me this OCTOBER 26, 2017 (date) by ROBERT MEZA.

My Commission Expires: 8-7-20

Notary Public

Lender: Direct Financial LLC
NMLS ID: 1057
Loan Originator: MARK CLERKIN
NMLS ID: 1617429



Abstract

Attachment 8

Unofficial Document

16999 Department of the Treasury - Internal Revenue Service
Form 668 (Y)(c)
(Rev. February 2004)

Notice of Federal Tax Lien

Area: SMALL BUSINESS/SELF EMPLOYED AREA #6
Lien Unit Phone: (800) 913-6050
Serial Number: 303984018

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer ROBERT MBZA

Residence 1919 W VIRGINIA AVE
PHOENIX, AZ 85009-1916

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2011	XXX-XX-7655	09/02/2013	10/02/2023	6833.11
1040	12/31/2013	XXX-XX-7655	12/01/2014	12/31/2024	5724.16
1040	12/31/2015	XXX-XX-7655	12/05/2016	01/04/2027	22820.00
1040	12/31/2016	XXX-XX-7655	11/13/2017	12/13/2027	20546.04

Place of Filing	COUNTY RECORDER MARICOPA COUNTY PHOENIX, AZ 85003	Total \$	55923.31
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This notice was prepared and signed at SEATTLE, WA, on this,

the 10th day of April, 2018.

Signature: *Jan Flach*
for G.J. CARTER-LOUIS
Title: ACS SBSE
(800) 829-3903
26-00-0008

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien
Rev. Rul. 71-486, 1971-2 C.B. 409)

Part 1 - kept by Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 80025X

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20180290161 04/18/2018 08
PAPER RECORDING
0372040-1-45-43
horoj

Unofficial Document

Form 668 (Z)
(Rev. 10-2000)

3595

Department of the Treasury - Internal Revenue Service
Certificate of Release of Federal Tax Lien

Area:

SMALL BUSINESS/SELF EMPLOYED AREA #6
Lien Unit Phone: (800) 913-6050

Serial Number

303984018

I certify that the following-named taxpayer, under the requirements of section 6325 (a) of the Internal Revenue Code has satisfied the taxes listed below and all statutory additions. Therefore, the lien provided by Code section 6321 for these taxes and additions has been released. The proper officer in the office where the notice of internal revenue tax lien was filed on April 18 2018, is authorized to note the books to show the release of this lien for these taxes and additions.

Name of Taxpayer
ROBERT MEZA

Residence **1919 W VIRGINIA AVE**
PHOENIX, AZ 85009-1916

COURT RECORDING INFORMATION:

Liber Page UCC No. Serial No.
n/a n/a n/a 2018-0290161

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FORTES
20180577285 07/31/2018 09
PAPER RECORDING
0785969-1-112-87
ramirezj

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2011	XXX-XX-7655	09/02/2013	10/02/2023	6833.11
1040	12/31/2013	XXX-XX-7655	12/01/2014	12/31/2024	5724.16
1040	12/31/2015	XXX-XX-7655	12/05/2016	01/04/2027	22820.00
1040	12/31/2016	XXX-XX-7655	11/13/2017	12/13/2027	20546.04
*****	*****	*****	*****	*****	*****
Place of Filing					
COUNTY RECORDER MARICOPA COUNTY PHOENIX, AZ 85003					
Total					\$ 55923.31

This notice was prepared and signed at SEATTLE, WA, on this,

the 18th day of July, 2018.

Signature

Jon Flach

Title

Operations Manager,
Centralized Lien Operation

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Certificate of Release of Federal Tax Lien Rev. Rul. 71-486, 1971-2 C.B. 409)

Part I - RECORDING OFFICE

Form 668 (Z) (Rev. 10-2000)
CAT. NO 800261