

1 **HOLDEN WILLITS PLC**

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10 Attorneys for Plaintiff

11 **SUPERIOR COURT OF ARIZONA**

12 **COUNTY OF PINAL**

13 DAVE WICKETT, a married man and as  
14 Beneficiary under DEED OF TRUST No. 2023-  
15 015741,

16 Plaintiff,

17 vs.

18 MATTHEW and DESIREE NEILL, husband and  
19 wife, JOHN DOE and JANE DOE I-IV; ABC  
20 CORPORATIONS I-IV; and BLACK AND  
21 WHITE PARTNERSHIPS I-IV,

22 Defendants.

Case No.

**COMPLAINT**

23 For his Complaint against the above-named defendants, Plaintiff Dave Wickett  
24 (“Wickett”) alleges as follows:

25 **JURISDICTION AND VENUE**

- 26
1. Wickett is a married man residing in Adams County, Colorado.
  2. Wickett is a beneficiary under Deed of Trust No. 2023-015741, recorded on March 6, 2023 against property located in Pinal County, Arizona. Upon information and belief, the property is located at 8867 West Golddust Drive, Queen Creek, Arizona 85142 (the “Subject Property”) and is more fully described in the Deed of Trust recorded against the Subject Property in the Pinal County Recorder’s Office at document no. 2023-015741 (the “Deed of Trust”). A

1 true and correct copy of the Deed of Trust is attached hereto as **Exhibit A** and incorporated herein  
2 by reference.

3 3. Upon information and belief, Defendants Matthew Neill (“Neill”) and Desiree Neill  
4 (collectively, the “Neills”) are husband and wife residing in Pinal County, Arizona.

5 4. Upon information and belief, Matthew Neill is or was the record owner of the  
6 Subject Property at the time the Deed of Trust was entered into.

7 5. Defendants Matthew and Desiree Neill executed a Promissory Note in favor of  
8 Wickett that was secured by the Deed of Trust on the Subject Property.

9 6. Defendants John Doe and Jane Doe I-IV, ABC Corporations I-IV, and Black and  
10 White Partnerships I-IV represent unknown parties who have an interest in or claim to the Subject  
11 Property. The true names of these defendants are presently unknown. Wickett may request leave  
12 to amend his Complaint when the true names of these are ascertained.

13 7. The Neills have caused events to occur in Pinal County, Arizona, out of which the  
14 claim that is the subject of this Complaint arose. In addition, the Deed of Trust sought to be  
15 foreclosed by this Complaint is upon land situated in Pinal County. Venue is therefore proper in  
16 Pinal County, Arizona.

17 **DISCOVERY TIER**

18 8. Under Rule 26.2, Ariz. R. Civ. Proc., Tier 3 discovery is proper in this case.

19 **FIRST CLAIM FOR RELIEF**  
20 **(Breach of Promissory Note – The Neills)**

21 9. Wickett realleges and incorporates by reference each and every preceding  
22 allegation contained in this Complaint as if set forth in their entirety herein.

23 10. On or about February 17, 2023, the Neills executed a promissory note in favor of  
24 Wickett (the “Promissory Note”) whereby the Neills agreed to pay Wickett the principal sum of  
25 \$303,110.00, together with interest thereon in the amount of \$60,000.00. The Promissory Note  
26 is secured by the Deed of Trust on the Subject Property.

1           11. Pursuant to the Promissory Note, the Neills agreed to make an initial payment of  
2 \$10,000.00 in March 2023, with monthly payments in equal installments of \$10,000.00 thereafter  
3 until the entire unpaid principal and all accrued and unpaid interest and other amounts that became  
4 due were paid in full.

5           12. Pursuant to the Promissory Note, the Neills agreed that should the Promissory Note  
6 be in default for any reason, interest from the date of default would be an additional 18% per  
7 annum on all unpaid sums, compounded monthly.

8           13. A default occurred under the Promissory Note if, among other things, the Neills  
9 failed to make required payments.

10          14. The Neills default under the Promissory Note rendered all sums due and payable at  
11 Wickett's option without notice to the Neills.

12          15. From in or about March 2023 to in or about October 2023 the Neills made payments  
13 pursuant to the terms of the Promissory Note. To date, the Neills have made payments of  
14 \$85,000.00.

15          16. In or about November 2023, the Neills breached their obligations under the terms  
16 of the Promissory Note by failing to make timely payments.

17          17. At Wickett's election, all sums due under the Promissory Note are immediately due  
18 and payable.

19          18. The total principal amount due and owing to Wickett, after deducting all payments,  
20 under the terms of the Promissory Note is \$278,110.00, plus accrued interest in the amount of  
21 \$4,171.65 as of December 31, 2023, together with accruing interest thereon at a rate of 18% per  
22 annum on all unpaid sums, compounded monthly, until paid in full.

23          19. Wickett is entitled to judgment against Matthew and Desiree Neill for the principal  
24 sum of \$278,110.00, plus accrued interest in the amount of \$4,171.65 as of December 31, 2023,  
25 together with accruing interest thereon at a rate of 18% per annum on all unpaid sums,  
26 compounded monthly, until paid in full.



1           25. Wickett has performed all conditions precedent to impress and secure a good and  
2 valid lien against the Subject Property under the provisions of Arizona's deeds of trust statutes in  
3 favor of Wickett and against the Subject Property. Furthermore, Wickett has properly perfected,  
4 impressed, and secured the Deed of Trust against the Subject Property, recording the Deed of  
5 Trust with the Pinal County Recorder.

6           26. Wickett is entitled to foreclose his deed of trust against Matthew Neill, any other  
7 defendants, and all others holding interest equal to or inferior and subsequent to the Deed of Trust  
8 and to recover the amounts secured by the Deed of Trust from the foreclosure sale proceeds of  
9 the Subject Property.

10          27. Wickett is entitled to recover his reasonable attorneys' fees and expenses in  
11 accordance with the terms of the Deed of Trust, and A.R.S. §12-341, and 12-341.01.

12           WHEREFORE, Wickett requests this Court to enter judgment in his favor as follows:

13           A. Awarding Wickett damages in the principal amount of \$278,110.00, plus accrued  
14 interest in the amount of \$4,171.65 as of December 31, 2023, together with accruing interest  
15 thereon at a rate of 18% per annum on all unpaid sums, compounded monthly, until paid in full;

16           B. Awarding Wickett his attorneys' fees and collection costs pursuant to the terms of  
17 the Deed of Trust, and A.R.S. §12-341, and 12-341.01, together with interest thereon at the  
18 highest legal rate from the date of judgment until paid;

19           C. Awarding Wickett, as against all defendants who oppose foreclosure, the sum paid  
20 by Wickett for recording and serving the Deed of Trust and for the title report, together with  
21 interest thereon at the highest legal rate from the date of judgment until paid;

22           D. Ordering that the Deed of Trust recorded by Wickett against the Subject Property  
23 be foreclosed and that the defendants and any person claiming a junior interest in the Subject  
24 Property be forever barred and foreclosed to all right, title, interest, estate, deed of trust or equity  
25 in the Subject Property;

1 E. Ordering that the Subject Property be adjudged and decreed to be sold according to  
2 the law and practice of this Court and that Wickett be paid the amount due out of the proceeds of  
3 that sale;

4 F. Declaring that all of the deeds of trust and interest of any subsequently named  
5 defendants are equal to or inferior to the Deed of Trust recorded by Wickett; and

6 G. Granting Wickett such other relief as the Court may deem appropriate under the  
7 circumstances.

8 **THIRD CLAIM FOR RELIEF**  
9 **(Unjust Enrichment – The Neills)**

10 28. Wickett realleges and incorporates by reference each and every preceding  
11 allegation contained in this Complaint as if set forth in their entirety herein.

12 29. To the extent that the Promissory Note may be determined to be unenforceable to  
13 allow recovery of the sums due thereunder, Wickett has no adequate remedy at law and pleads  
14 unjust enrichment in the alternative.

15 30. The Neills executed the Promissory Note in favor of Wickett in connection with a  
16 \$300,000.00 loan made by Wickett to the Neills.

17 31. The sums loaned by Wickett to the Neills have conferred a benefit upon the Neills.

18 32. The Neills have not fully compensated Wickett for the benefit that Wickett  
19 conferred upon the Neills.

20 33. Wickett did not provide the benefit gratuitously, but at the express request of the  
21 Neills, and with the expectation of repayment.

22 34. There is no justification for the enrichment bestowed upon the Neills at Wickett's  
23 expense, or conversely, for Wickett's resultant impoverishment.

24  
25  
26



# **EXHIBIT A**



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
Dana Lewis  
Electronically Recorded

DATE/TIME: 03/06/2023 1030  
FEE: \$30.00  
PAGES: 8  
FEE NUMBER: 2023-015741

FIDELITY NATIONAL TITLE AGENCY INC  
WHEN RECORDED MAIL TO:

Kevin M. Estevez  
Holden Willits PLC  
2 N Central Avenue, Suite 2000  
Phoenix, Arizona 85004

Fm 10230071

### DEED OF TRUST

**TRUSTOR:** Matthew Neill, a Married Man  
8867 W. Golddust Drive  
Queen Creek, AZ 85142

**BENEFICIARY:** Dave Wickett, a Married Man  
4680 W. 105th Drive  
Westminster, CO 80031

**TRUSTEE:** Fidelity National Title Agency, Inc.,  
an Arizona Corporation  
14000 N. Pima Road, #100  
Scottsdale, AZ 85260

**DATE:** 3-3-23

**PROPERTY:** Located in Pinal County, State of Arizona, described as follows:

LOT 29, OF GOLDMINE MOUNTAIN, ACCORDING TO THE  
PLAT OF RECORD IN THE OFFICE OF THE COUNTY  
RECORDER OF PINAL COUNTY, ARIZONA RECORDED IN  
CABINET D, SLIDE 27.

EXCEPT ALL COAL AND OTHER MINERALS AS RESERVED BY  
THE UNITED STATES OF AMERICA IN THE PATENT TO SAID  
LAND.

Parcel No. 509-91-029

Street Address: 8867 W. Golddust Drive, Queen Creek, AZ 85142

together with all improvements, privileges, rights and appurtenances thereto and appliances located  
therein upon the terms and conditions set forth herein.

This Deed of Trust is made between the Trustor, Trustee and Beneficiary above named.

**WITNESSETH:** That Trustor irrevocably grants and conveys to Trustee in Trust, with Power of Sale, the above described real property, together with: (1) All buildings, improvements and fixtures now or hereafter placed thereon; (2) all existing leases, and all future leases executed with respect to such property; (3) all rents, issues, profits and income thereof (all of which are hereinafter called "property income"); (4) all classes of property now, or at any time hereafter, attached to or used in any way in connection with the use, operation or occupancy of such property; (5) all property, rights, permits and privileges now or hereafter owned by Trustor or now or hereafter appurtenant to such property, which entitle Trustor or such property to receive water or electrical power for use thereon. All property granted, transferred and assigned to Trustee hereunder is hereafter referred to as the "Property", and Trustor warrants that it is well and truly seized of a good and marketable title in fee simple to the real property hereby conveyed; that the title to all property conveyed by this Deed of Trust is clear, free and unencumbered except for the Deed of Trust recorded in the office of the Pinal County Recorder at 2019-031381 listing as beneficiary Mortgage Electronic Registration Systems, Inc. strictly as nominee for Academy Mortgage Corporation, with the beneficial interest under said deed of trust subsequently assigned to Wells Fargo Bank, N.A. with an Assignment of Deed of Trust recorded in the office of the Pinal County Recorder at 2022-084854, and Trustor shall forever warrant and defend the same unto Beneficiary, its successors and assigns, against all claims whatsoever; subject, however, to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income; and 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) Payment of the indebtedness evidenced by the Promissory Note dated February 17, 2023 made by Matthew Neill and Desiree Neill in the original principal amount of \$302,110.00 (the "Note"), with interest thereon, (b) Payment of any sums expended by Beneficiary hereunder; and (c) Payment of all attorneys' fees and costs incurred by Beneficiary to enforce this Deed of Trust or the Note described above.

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

1. To promptly pay when due the principal and interest indebtedness evidenced by the Note and any other amounts as provided in the Note.

2. To keep said Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore; 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 enumerations herein not excluding the general.

2. To keep all improvements now or hereafter erected on said Property continuously insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Beneficiary may require, and in an amount not less than the fair market value of the Property or such amount as Beneficiary may require. Beneficiary shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or the security agreement with a lien which

has priority over this Deed of Trust. All policies shall obtained from such companies as Beneficiary may approve and have loss payable to Beneficiary, as his interest may appear and then to Trustor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured and in such order as Beneficiary may determine or at option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default hereunder nor cause discontinuance of any action that may have been or may thereafter be taken by Beneficiary or Trustee because of such default.

3. 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 attorney's 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.

4. 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; upon demand, all costs, fees, and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as is provided for in the Note secured by this Deed of Trust or at the highest legal rate, whichever is greater. 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. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor 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 and 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. All amounts so paid, together with interest thereon at the same rate as is provided for in the note secured by this Deed of Trust, whichever is greater, shall be part of the debt secured by this Deed of Trust and a lien on the above Property.

**B. IT IS MUTUALLY AGREED:**

1. That any award of damages in connection with any condemnation or any taking, or for injury to the Property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, and upon receipt of such monies Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. Without affecting the obligation of Trustor to pay and perform as herein required; without affecting the personal liability of any person for payment of the indebtedness secured hereby; and without affecting the lien or priority of lien hereof on the Property, Beneficiary may, at its option, extend the time for payment of said indebtedness, or any part hereof, reduce the payment thereon, release any person liable on any of said indebtedness, accept a renewal note therefore, modify the terms of said indebtedness, take or release other or additional security, or join in any extension or subordination agreement. Any such action by Beneficiary or the Trustee at Beneficiary's direction may be taken without the consent of any junior lienholder, and shall not affect the priority of this Deed of Trust over any junior lien. Time is of the essence of this Deed of Trust.

3. All payments received by Beneficiary under the Note and Sections A(3) and A(5) hereof shall be applied by Beneficiary under Sections A(3) and A(5) hereof, then to interest payable on the Note, and then to principal of the Note.

4. That at any time or from time to time, and without notice, upon written request of Beneficiary and presentations of this Deed of Trust and said Note for endorsement, and without liability therefore, 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: (a) release and reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement of any agreement subordinating the lien, encumbrance or charge hereof. Any Trustor signing this Trust as a surety or accommodation party or that has subjected its property to this Trust to secure the debt of another, expressly waives the benefits of A.R.S. § 12-1641.

5. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note 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. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

6. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of this Trust, to collect the property income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable. Upon any such default Beneficiary may at any time, without notice either by person, by agent, or by receiver to be appointed by a court, and 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 reasonable attorney's 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. Beneficiary shall expressly have all rights provided for in A.R.S. §§ 33-702(B) and 33-807.

7. That upon default by Trustor in the payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold said Property under this Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, said Note, and all documents evidencing expenditures secured hereby. 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 right to the summary proceedings to obtain possession provided in Title 12, Chapter 8, Article 4, Arizona Revised Statutes, together with costs and reasonable attorney's fee.

8. After deducting all costs, fees, and expenses of Trustee and of this 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. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder. 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.

9. Upon the sale or transfer of all or any part of the property secured by this Deed of Trust or any portion or interest thereof, all of the sums secured by this Deed of Trust shall be immediately due and payable and Beneficiary may pursue any remedies available under this Deed of Trust or the law. Upon the sale of the property secured by this Deed of Trust, Beneficiary shall release this Deed of Trust as to such Property upon receipt of the net proceeds due Trustor from such sale, or, if such net proceeds exceed the amount due under the Promissory Note, the amount required to pay off the Promissory Note.

10. 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 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 property 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.

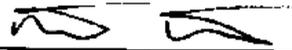
11. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so required, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

12. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

13. 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.

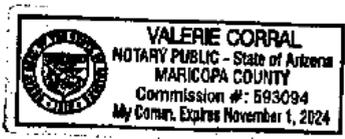
TRUSTOR:

MATTHEW NEILL

By 

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa     )

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 3<sup>rd</sup> day of March, 2023, by \_\_\_\_\_, Matthew Neill.



  
Notary Public