

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Douglas
425 E 10th Street
Douglas, AZ 85607
Attn: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF DEED OF TRUST AND OTHER LOAN DOCUMENTS

This Assignment of Deed of Trust and Other Loan Documents (“**Assignment**”) is dated as of October __, 2023, and is executed by Douglas Housing Corporation I, an Arizona nonprofit corporation (the “**Assignor**”), and City of Douglas, an Arizona municipal corporation (the “**Assignee**”).

Assignor has loaned \$500,000.00 (the "**Loan**") to Cochise Pacific Associates II, an Arizona Limited Partnership (“**Borrower**”). The Loan is evidenced by that certain promissory note dated April 27, 2015 (the "**Note**") executed by Borrower in favor of Assignor in the aggregate principal amount of the Loan. The Note is secured by that certain Subordinate Deed of Trust and Fixture Filing (the "**Deed of Trust**"), executed on April 27, 2015 by Borrower, as Trustor, to First American Title Insurance Company, a California corporation, as Trustee, in favor of Assignor, as Beneficiary, recorded on May 1, 2015 in Document No. 2015-07969, Official Records of Cochise County Recorder, Cochise county, Arizona, and encumbering the real property and any and all improvements thereon described on Exhibit A attached hereto and incorporated herein by this reference ("**Property**").

RECITALS

The Borrower has:

- (A) executed and delivered to the Assignor the Note, evidencing the obligation of the Borrower to repay the Loan; and
- (B) executed and delivered to the Assignor the Deed of Trust, securing the obligations of the Borrower in connection with the Loan, recorded in the Official Records of Cochise County, Arizona, and relating to the Property.

The documents identified in Paragraphs A and B above, together with all financing and continuation statements to perfect the liens and security interests granted thereby, are collectively referred to herein as the “**Deed of Trust Documents.**”

The Assignor desires to assign and transfer to the Assignee all its right, title and interest to and its obligations under (but not any of its obligations which are not assignable as a matter of law) the Deed of Trust Documents and the Assignee desires to acquire the Assignor’s rights, title and interest as aforesaid under the Deed of Trust Documents in accordance with the terms hereof. The Assignee is joining in the execution of this Assignment in order to evidence its

acceptance hereof and to agree to provide notice, opportunity to cure and approval rights as more fully set forth herein.

The Borrower is joining in the execution of this Assignment in order to evidence its consent hereto and in order to agree that the Deed of Trust Documents and this Assignment shall be effective to secure the obligations of the Borrower to the Assignee as more fully set forth therein and herein.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. Definitions. All capitalized words and phrases not defined herein shall have the meaning ascribed to such words and phrases in the Note.

Section 2. Assignment. The Assignor assigns, sets over and transfers to the Assignee all the right, title and interest of the Assignor in, to and under (but not any of its obligations which are not assignable as a matter of law) the Deed of Trust Documents for the benefit of the Assignee. This Assignment is made and shall be without recourse, warranty or representation of the Assignor.

Section 3. Acceptance. The Assignee hereby accepts the assignment made pursuant to Section 2.

Section 4. Miscellaneous. In case any one or more of the provisions contained in this Assignment are invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired thereby. This Assignment may be executed in any number of counterparts, each executed counterpart constituting an original, but all counterparts together constituting only one instrument. It is the intention of the parties hereto that this Assignment and the rights and obligations of the parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of Arizona, without reference to the conflicts of laws of the State of Arizona.

Section 5. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of the heirs, legal representatives, assigns, and successors-in-interest of Borrower, Assignee and Assignor; provided, however, this shall not be construed and is not intended to waive any restrictions on assignment, sale, transfer, mortgage, pledge, hypothecation or encumbrance by Borrower contained in any of the Deed of Trust Documents.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Deed of Trust as of the date first above written.

ASSIGNOR:

Douglas Housing Corporation I,
an Arizona nonprofit corporation,

By: _____
Name:
Its: Board President

ACKNOWLEDGEMENT ATTACHED

ASSIGNEE:

City of Douglas,
an Arizona municipal corporation

By: _____
Name:
Its:

ACKNOWLEDGEMENT ATTACHED

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

The undersigned, being the Borrower referred to in the foregoing Assignment of Deed of Trust, hereby acknowledges receipt and acceptance thereof and consents and agrees to the assignment made therein and to the terms and provisions thereof to such Assignment of Deed of Trust.

“BORROWER”

**COCHISE PACIFIC ASSOCIATES II,
AN ARIZONA LIMITED PARTNERSHIP**

By: Central Valley Coalition for Affordable Housing,
An Arizona nonprofit corporation

By: _____
Name: Christina Alley
Its: CEO

By: TPC Holdings V LLC,
An Idaho limited liability company,
It's Administrative General Partner

By: _____
Name: Caleb J. Roope
Its: Manager

ACKNOWLEDGEMENTS ATTACHED

STATE OF IDAHO)
) SS
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared Caleb J. Roope 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 Idaho that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Signature)

[Seal]

EXHIBIT A

PROPERTY DESCRIPTION

Real property in the City of Douglas, County of Cochise, State of Arizona, described as follows:

THAT PART OF BLOCKS 2, 3, 4 AND 5, CLAWSON ADDITION, TOGETHER WITH THAT PORTION OF BONITA AVENUE, SECOND STREET AND THE EAST-WEST ALLEYS, AS ABANDONED BY ORDINANCE RECORDED IN DOCKET 1622, PAGE 160 AND AS CORRECTED IN DOCKET 1666, PAGE 357, ACCORDING TO THE BOOK 2 OF MAPS, PAGE 76, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 5; THENCE SOUTH 00° 01' 08" EAST, ALONG THE EAST LINE OF SAID BLOCK 5, AND BLOCK 2, A DISTANCE OF 512.30 FEET TO THE SOUTHEAST CORNER OF LOT 36, BLOCK 2;

THENCE WEST, ALONG THE SOUTH LINE OF LOTS 19 THROUGH 36, INCLUSIVE OF SAID BLOCK 2 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 520.47 FEET TO THE SOUTHEAST CORNER OF LOT 38, BLOCK 3;

THENCE CONTINUING WEST ALONG THE SOUTH LINE OF LOT 35 THROUGH 38 INCLUSIVE, OF SAID BLOCK 3, A DISTANCE OF 100.00 FEET TO THE SOUTHWEST CORNER OF LOT 35, BLOCK 3;

THENCE NORTH 00° 00' 15" EAST, A DISTANCE OF 354.19 FEET TO THE NORTHWEST CORNER OF LOT 4, BLOCK 4;

THENCE EAST, ALONG THE NORTH LINE OF LOTS 4, 3, 2 AND 1, BLOCK 4 100.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 4, AND A POINT ON THE EAST LINE OF SAID BLOCK 4;

THENCE NORTH 00° 00' 15" EAST, ALONG THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF 158.11 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 4;

THENCE EAST, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 70.00 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 5;

THENCE EAST, ALONG THE NORTH LINE OF SAID BLOCK 5, A DISTANCE OF 450.26 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION LYING WITHIN DEED OF DEDICATION RECORDED IN DOCKET 1766, PAGE 361.