



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: January 8, 2019

Title: Final Plat P18FP00008 Brockhuis Subdivision Lots A & B

Introduction/Background:

Final Plat process to create a legally subdivided property, re-plat from 5 lots to 2

Discussion:

N/A

Conclusion:

N/A

Recommendation:

Staff recommends approval of the Subdivision Plat

Fiscal Impact:

N/A

Board of Supervisor District:

☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ All

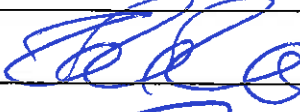
Department: Development Services

Telephone: 724-6490

Contact: Angie Rangel

Telephone: 724-6876


Department Director Signature/Date:

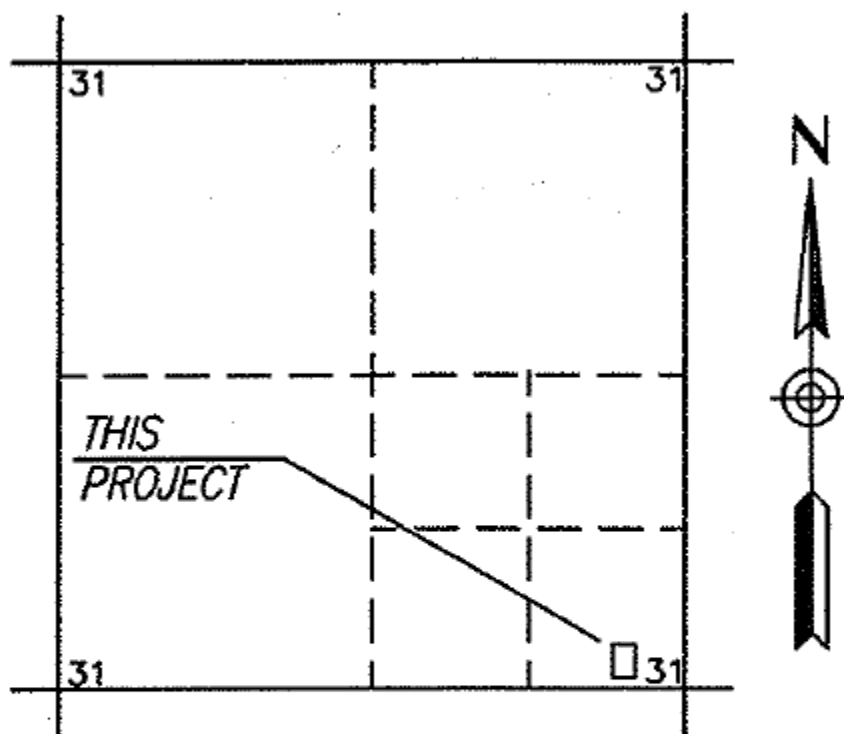
 12/14/18

Deputy County Administrator Signature/Date:

 12/17/18

County Administrator Signature/Date:

 12/17/18



LOCATION MAP

SECTION 31
TOWNSHIP 13 SOUTH, RANGE 16 EAST
GILA & SALT RIVER MERIDIAN
PIMA COUNTY, AZ
NTS

Final Plat

P18FP0008

Brockhuis Subdivision

Lots A & B

NOTICE OF CONSENT
Final Plat

The undersigned authorized officer of Insert Bank Name hereby executes the following Notice of Consent.

1. Background. Insert Bank Name is the Beneficiary of a Deed of Trust dated Insert Date, and recorded Insert Date, in Insert "Sequence # _____" or "Docket _____" and Page _____", in the Pima County, Arizona Recorder's Office, (the "Loan Documents"). Insert trustor name is the Trustor of the Loan Documents. The Trustor hereby requests the Beneficiary's consent to the development of insert Pima County DSD record number and plat name, as recorded in Sequence # Insert Number and the Declaration of Covenants, Conditions and Restrictions recorded in Sequence # Insert Number of the Pima County, Arizona Recorder's Office ("Covenants").

2. Consent. The Beneficiary hereby consents to the Covenants, the Plat and any dedications acquired by separate instrument or dedicated on the Plat in connection with the platting of the property subject to the Loan Documents.

3. Effect of Notice. This Notice is being made only so that in the event that the Loan Documents were foreclosed, the Plat, any dedications, and the Covenants would not be extinguished thereby. Nothing contained herein shall subordinate the lien of the Loan Documents

to any lien created by the Covenants, and the foreclosure of any such lien encumbering the development property or the Covenants shall have no effect on the lien of those Loan Documents.

DATED this 28th day of September, 2018

FOR: Quicken Loans Inc
~~Insert Bank Name~~

BY: Kristie Walker
(Name)

AS: Kristie Walker
Assistant Sec. of MBS
(Title)

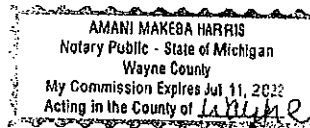
Michigan
STATE OF ARIZONA)
) ss
COUNTY OF ~~PRIMA~~)
Wayne

The forgoing instrument was acknowledged before me, the undersigned authority on this, the 28 day of September, 2018 by Kristie Walker, as Assistant Secretary for Quicken Loans
~~Insert Bank~~

Name.

Notary Public: Amani Makeba Harris

My Commission Expires: 07-11-2022





1050 Woodward Avenue | Detroit, MI 48226

Adding Land to Lien Approval

Todd Brockhuis
Maureen Brockhuis
2684 Highland Dr.
Carlsbad, CA 92008

Loan Information

Loan Number: 3316058607
Property Address: 2500 N. Huels Ct.
Tucson, AZ 85749
Notice Date: 09/27/2018

Hi Todd and Maureen Brockhuis,

We've reviewed your information and have approved your request to add land to your lien.

The Modification Agreement needs to be sent back (the original) once recorded with the county.

Because you are adding land to your lien, there may be an adjustment to your homeowners insurance and tax amounts. Make sure to contact your homeowners insurance company to find out if you need to increase your coverage.

If you have any questions or concerns, don't forget that we're here to help! You can contact us at (800) 508-0944, Monday – Friday, 8:30 a.m. – 9:00 p.m. ET, and Saturday, 9:00 a.m. – 4:00 p.m. ET. You can also reach us by email at Help@QuickenLoans.com.

Sincerely,

Your Quicken Loans Team

If you have an active bankruptcy or you received a bankruptcy discharge, we are sending this for informational or legal purposes only. We're not trying to collect against you personally. If you have any questions about this communication or your obligation to pay, please contact your attorney. If you want to send us a Qualified Written Request, a Notice of Error, or an Information Request, you must mail it to Quicken Loans Inc., P.O. Box 442358, Detroit, MI 48244-2358, or fax it to (877) 382-3138.

Questions? Contact Your Quicken Loans Team.

Phone: (800) 508-0944
Email: Help@QuickenLoans.com
Secure Fax: (877) 380-5084

Hours: Monday – Friday: 8:30 a.m. – 9:00 p.m. ET
Saturday: 9:00 a.m. – 4:00 p.m. ET

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SL096

Recording Requested By:
Kathleen McIlmoyle, Special Loans

When Recorded Mail To:
Title Source
Advanced Recording
662 Woodward Ave.
Detroit, MI 48226

Prepared By:
Kathleen McIlmoyle, Special Loans

Loan Number: 3316058607
MIN: 1001402 0109110046 4

MODIFICATION AGREEMENT AND SUPPLEMENT TO DEED OF TRUST

This Loan Modification Agreement ("Agreement") is made on September 12, 2018, between Mortgage Electronic Registration Systems, Inc., as nominee for Quicken Loans Inc., and its successors and assigns ("Mortgagee"), and Todd Brockhuis and Maureen Brockhuis, Husband and Wife ("Mortgagor") and amends and supplements the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") mentioned below.

In consideration of the mutual promises and agreements exchanged, the parties agree as follows (notwithstanding anything to the contrary in the Note or Security Instrument):

1. The Mortgagor executed a Security Instrument, dated February 5, 2010, and recorded with JSH Deputy Recorder as document number 20100290419 on February 12, 2010 which acts as security for a promissory note dated February 5, 2010 in the amount of \$417,000.00 (the "Note") on property situated in Pima County, AZ and described as follows:

SEE ATTACHED EXHIBIT "A"

2. The Mortgagor requests to expand the property secured by the Security Instrument. As such, the description contained in the Security Instrument is no longer a true and correct description of the property. The parties wish to amend and modify the Security Instrument by deleting the prior property description (SEE ATTACHED EXHIBIT "A") and replacing it with the following property description:

SEE ATTACHED EXHIBIT "B"

3. Mortgagor grants to Mortgagee all the real property as described in Exhibit "B" with the same effect and rights as if it had been originally encumbered in the Security Instrument, including but not limited to Power of Sale.
4. Mortgagor hereby covenants and agrees to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payment that Mortgagor is obligated to make under the Security Instrument for the legal description above.
5. Mortgagor hereby covenants that any new property added to the Security Instrument is owned free and clear of any existing encumbrances and is unoccupied. If a structure is built on the additional land, or if a structure already exists, Mortgagor will purchase and maintain any required homeowners and flood insurance. Mortgagee will not monitor the insurance on any structure on the additional land, nor will they process any insurance claim associated with a structure on the additional land.
6. All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall remain in full force and effect, except as herein modified. None of the Mortgagor's obligations or liabilities under the Note

and Security Instrument shall be diminished or released. This Agreement shall not in any way impair, diminish, or affect any of the Mortgagee's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights or recourse to which Mortgagee is presently entitled against any property or any other person in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Mortgagee.

7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
8. All costs and expenses incurred by Mortgagee in connection with this Agreement, including recording fees, title examination fees, and attorney's fees, shall be paid by the Mortgagor and shall be secured by the Security Instrument, unless stipulated otherwise by the Mortgagee.
9. Mortgagor agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Mortgagee, shall bind and inure the heirs, administrators, successors, and assigns of the Mortgagor.

In witness, the parties have executed this agreement on the day and year first mentioned above.

Loan No: 3316058607

Witness

Mortgagor

Printed Name

Date of Signature:

Witness

Mortgagor

Printed Name

- Mortgagor Acknowledgment -

Signed, sealed and delivered on the _____ day of _____, 20____, in the presence of:

.....
Notary Public County

Loan No: 3316058607

Kathleen McWayle
Witness

Lender: QUICKEN LOANS INC.
By: Kristie Walker
Its: Assistant Sec. of MERS
(Printed Name and Title)
Date of Lender's Signature: 9-28-2018

- Mortgage Acknowledgment -

Signed, sealed and delivered on the 28
day of September, 20 18,
in the presence of:

Amani Makeba Harris

Notary Public Wayne County

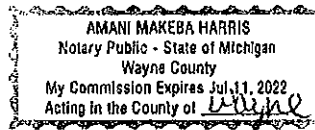


Exhibit A

LOT 3, BROCKHUIS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED
IN PLAT BOOK 62, PAGE(S) 90, OF THE PUBLIC RECORDS OF PIMA COUNTY,
ARIZONA.

Exhibit B

COMMENCING AT THE SOUTHEAST SECTION CORNER OF
SAID SECTION 31;
THENCE N 89° 25' 51" W A DISTANCE OF 405.19
FEET TO A POINT;
THENCE N 00° 21' 42" W A DISTANCE OF 399.69
FEET TO THE TRUE POINT OF BEGINNING;
THENCE N 87° 20' 29" W A DISTANCE OF 280.42
FEET TO A POINT;
THENCE N 00° 22' 56" W A DISTANCE OF 516.92
FEET TO A POINT;
THENCE N 89° 28' 28" E A DISTANCE OF 260.25
FEET TO A POINT;
THENCE S 00° 21' 42" E A DISTANCE OF 531.84
FEET TO THE TRUE POINT OF BEGINNING.

