

STATE OF ARIZONA, County of Maricopa; ss.

I do hereby certify that the within instrument was filed and recorded at r

on JAN 20 1958 9-00 AM at

Page 142-143-144, Records of Maricopa County, Arizor

WITNESS my hand and official seal the day and year first above written.

When recorded, mail to:
JOSEPH DEL DUCCO
5415 E. Windsor
Phoenix, Arizona

N. C. 'Kelly' Moore County Recorder,
By Rosemary Staley Deputy.

Escrow #418382 GEG:ar

Agreement

THIS AGREEMENT entered into in triplicate

January 7th , 19 58,

between LUCY KOWALSKI, a widow

as Seller, and JOSEPH DEL DUCCO and FILOMENA DEL DUCCO, his wife

, as Buyer.

WITNESSETH:

That Seller, in consideration of the covenants and agreements of Buyer hereinafter contained, agrees to sell and convey unto Buyer, and Buyer agrees to buy, all that certain real property, together with all and singular the rights and appurtenances thereto in anywise belonging, situate in the County of Maricopa, State of Arizona, described as follows, to-wit:

Lots Sixteen (16) and Seventeen (17), Block One (1), MOUNDVIEW, in the City of Phoenix, according to the plat of record in the office of the Maricopa County Recorder in Book 17 of Maps, page 50;

the title to which is understood and agreed to be subject to

1958 and all subsequent taxes;

Restrictions, conditions and covenants contained in instrument rec. in Book 220 of Deeds, page 534 (Lot 16); and in instrument rec. in Book 242 of Deeds, page 387 (Lot 17), records of Maricopa County, Arizona;

The lien retained by the U. S. of A., as set forth in the Patent to said land; and Rights of way for canals, laterals and ditches.

for the sum of - - - - - - - - -NINE THOUSAND AND NO/100 - - - - - - - - - - Dollars,
 (\$ 9,000.00) lawful money of the United States, and Buyer agrees in consideration of the
 premises to pay said sum in the following manner, to-wit:

To the Seller direct, before the signing and sealing of these presents, the sum of
 \$400.00, the receipt of which is hereby acknowledged; and

To the Phoenix Title and Trust Company, a corporation, at Phoenix, Arizona, for the
 benefit of the Seller, the sum of \$8,600.00, payable in the following manner: \$3,600.00
 in cash upon the signing and sealing of these presents, the receipt of which is hereby
 acknowledged, and the balance of \$5,000.00 payable in installments of \$65.00 or more, on
 or before the 1st day of every month, beginning March 1, 1958, with interest on all
 unpaid principal at the rate of 6% per annum from February 1, 1958, payable monthly, the
 interest to be first deducted from the regular monthly installments, and the balance to
 be applied upon the principal.

Unofficial Document

Buyer shall pay, before they become delinquent, all installments of principal and interest of any improve-
 ment liens against said property not delinquent at the date hereof; and any

and all taxes and assessments on said property levied subsequent to December 31, 19 57 , together with all
 other assessments and charges for or on account of irrigation water or power used for furnishing irrigation
 water, after the date hereof. Buyer shall keep the buildings erected, and to be erected, upon said property
 insured against fire in the amount of the reasonable insurable value thereof, in insurance companies to be ap-
 proved by Seller, for the mutual benefit and protection of the parties hereto, and to place the policy or policies
 representing the said fire insurance and evidence of the payment of premium thereon with the Phoenix Title
 and Trust Company to be held by it or a mortgagee.

If Buyer fails to pay any such taxes, charges, assessments, or premiums for fire insurance or to place the
 policies of fire insurance with the Phoenix Title and Trust Company, or fails to pay any amount due upon or
 fails to perform any condition or covenant of any agreement for sale or mortgage required of Buyer, before the
 same shall have become delinquent, Seller shall have the right to pay or procure the same, together with neces-
 sary costs and legal fees, and the amount so advanced and such repayment thereof shall be secured hereby and
 shall be repaid to Seller by Buyer on demand, together with interest thereon at the rate of eight per cent per
 annum from date advanced by Seller until repaid, and any payment so made by Seller shall be prima facie evi-
 dence of the necessity therefor. If the Phoenix Title and Trust Company is notified in writing by Seller of any
 such advances, it shall not deliver deed to Buyer until repayment thereof with interest shall have been made.

If Seller institutes suit against Buyer to enforce Seller's rights under this agreement and obtains a valid
 judgment against Buyer, Buyer agrees to pay all costs, expenses and attorney's fees of Seller.

The Warranty Deed of Seller conveying the herein described property to Buyer, subject to the liens,
 encumbrances, reservations, restrictions and exceptions affecting the title to said property has been delivered
 in escrow with the Phoenix Title and Trust Company, and shall, as provided by the escrow instructions given
 to said company, be delivered to Buyer upon fulfillment of Buyer's obligation to Seller under the terms of this
 agreement.

Buyer may enter into possession of said property and continue in such possession for and during the life
 of this agreement. Buyer agrees to maintain said premises and all improvements thereon in good repair, to
 permit no waste thereof, and to take the same care thereof that a prudent owner would take.

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No transfer or assignment of any rights hereunder shall be made by anyone having an interest herein, unless made in such manner and accompanied by such deeds and other instruments as shall be required by the Phoenix Title and Trust Company, nor until its regular escrow fee and other costs including its charge for the issuance of a new Title Insurance Policy shall have been fully paid, and all instruments deposited in escrow with it.

Seller and Buyer, and each of them, promise to pay promptly, and to indemnify and hold harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities which, in good faith and without fault on its part, it may incur or sustain in connection with this agreement and in connection with any court action arising out of this agreement.

Should Buyer default in making any payment, or in fulfilling any obligation hereunder, Seller may, either elect to bring an action against Buyer for specific performance of this agreement, or enforce a forfeiture of the interest of Buyer, in any lawful manner, including but not limited to forfeiture by notice as provided in the escrow instructions or supplemental escrow instructions given to the Phoenix Title and Trust Company in connection with this transaction. In the event a forfeiture is enforced, Buyer shall forfeit any and all rights and interests hereunder in and to the real property hereinbefore described and appurtenances, and Buyer shall surrender to Seller, forthwith, peaceable possession of said property, and shall forfeit to the Seller as liquidated damages any and all payments made hereunder, together with any and all improvements placed on or in said property. Neither the provisions of this paragraph nor any provisions of the escrow instructions herein referred to shall affect any other lawful right or remedy which the Seller may have against the Buyer.

Time is of the essence of this agreement. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year above written.

Unofficial Document

Lucy Kowalski
.....
(Seller)

Joseph Del Duco
.....
(Buyer)

.....
(Seller)

Filomena Del Duco
.....
(Buyer)

STATE OF ARIZONA }
County of Maricopa } ss.

This instrument was acknowledged before me this 17 day
of Jan, 1958, by
LUCY KOWALSKI, a widow

My Commission Expires Feb. 20, 1959
My commission will expire

Hazel Stockton
.....
Notary Public.

STATE OF ARIZONA }
County of Maricopa } ss.

This instrument was acknowledged before me this 17 day
of Jan, 1958, by
JOSEPH DEL DUCO and FILOMENA DEL DUCO, his wife

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