OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
VIRGINIA ROSS

DATE/TIME: 03/12/2013 1513
FEE: $9.00
PAGES: 2
FEE NUMBER: 2013-020325

Great American Title Agency
WHEN RECORDED MAIL TO:

TIFFANY & BOSCO, P.A.
2525 East Camelback Road, Suite 300
Phoenix, Arizona 85016

FHA
Title No: 21209005
FHA/VA No.: 023-0506074-703

NOTICE OF TRUSTEE'S SALE

File ID. #12-14863 Rodriquez

Notice is hereby given that **David W. Cowles,Attorney at Law,** as trustee (or successor trustee, or substituted trustee), pursuant to the Deed of Trust which had an original balance of **$45,167.00** executed by **Timothy Andrew Rodriquez, an unmarried man, 177 West 16th Street, Florence, AZ 85232,** dated **January 26, 2001** and recorded on **01/30/2001** as Instrument No. **2001-004065** (or Book, Page) and Re-Recorded on **07/24/2003** as Instrument No. **2003-050506** (or Book, Page) for the reason of **'correcting the legal description'** of the Official Records of **Pinal** County, **AZ**, will sell the real property described herein by public auction on **June 11, 2013 at 11:00 AM, at the main entrance to the Superior Court Building, 971 Jason Lopez Circle, Building A, Florence, AZ 85232** , to the highest bidder for cash (in the forms which are lawful tender in the United States and acceptable to the Trustee, payable in accordance with ARS 33-811A), all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and more fully described as:

The West 56 feet of Lots 1, Block 9, of WESTERN ADDITION TO TOWN OF FLORENCE, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, in Book 3 of Miscellaneous, Page 446.

The street address/location of the real property described above is purported to be:

177 West 16th Street
Florence, AZ 85283
Tax Parcel No.: 202-07-087D 5

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

The beneficiary under the aforementioned Deed of Trust has accelerated the Note secured thereby and has declared the entire unpaid principal balance, as well as any and all other amounts due in connection with said Note and/or Deed of Trust, immediately due and payable.

(Notice of Sale continued following page ……)

Unofficial

Said sale will be made in an "as is" condition, but without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid principal balance of the Note secured by said Deed of Trust with interest thereon as proved in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust.

Current Beneficiary:
US Bank NA successor by merger to The Leader Mortgage Company

Care of / Servicer
U.S. Bank Home Mortgage
4801 Frederica Street
Owensboro, KY 42301

Current Trustee:
David W. Cowles
2525 East Camelback Road, Suite 300
Phoenix, Arizona 85016
(602) 255-6035

David W. Cowles, Attorney at Law
Trustee/Successor Trustee, is regulated by and qualified per ARS Section 33-803 (A)2 as a member of The Arizona State Bar

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 11 day of March, 2013 before me, Mary P. Dobos a Notary Public for said State, personally appeared David W. Cowles personally known to me be (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.

OFFICIAL SEAL
MARY P. DOBOS
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Oct. 22, 2014

Mary P. Dobos Notary Public
Commission expiration is 10/22/2014

This firm is not a Debt Collector as that term is defined pursuant to the Fair Debt Collection Practices Act within this jurisdiction (*see Mansour vs. Cal-Western Reconveyance Corp.*, 618 F.Supp.2d 1178 (D. Ariz. 2009). Should a subsequent determination be made that this firm is a Debt Collector as that term is defined within the Act, then you are notified that any information obtained will beused for the purpose of collecting a debt. Please be advised that if your personal liability for this debt has been modified or extinguished by a discharge in bankruptcy, this communication is provided solely in reference to the foreclose on the deed of trust remaining on your property and is not an attempt to collect the discharged personal obligation. The notifications provided herein do not limit or detract from the effect of foreclosure upon the subject property.

NOTICE: If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

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