951080-IC

## **DEED IN LIEU OF FORECLOSURE**

(Deed of Trust)

FOR GOOD AND VALUABLE CONSIDERATION hereinafter set forth, receipt of which is hereby acknowledged,

CURTIS ALLEN AND WENDY ALLEN,

hereinafter called Grantor, (Trustor), does hereby GRANT and CONVEY TO:

JAY R. DREDGE, TRUSTEE OF THE DREDGE 1983 TRUST hereinafter called Grantee, (Beneficiary), the following real property situate in Douglas State of Nevada,

County,

All that certain real property more particularly described as follows:

See Exhibit "A" Attached hereto and made a part hereof.

TOGETHER WITH all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

The title to said property is hereby warranted by Grantor (Trustor) against all persons whomsoever subject to the matters above set forth. It is further warranted and covenanted by Grantor (Trustor) in executing this Deed, and agreed by the Grantee (Beneficiary) in accepting it as follows:

- 1. That the consideration for the execution of this Deed consists of:
  - Full Reconveyance of record of that certain Deed of Trust executed by:

CURTIS ALLEN AND WENDY ALLEN,

as Trustor(s) to:

JAY R. DREDGE, TRUSTEE OF THE DREDGE 1983 TRUST

June 2, 1995 as Beneficiary, which Deed of Trust was recorded on Document Number 363351 BK 695 PG 261 in the Office of the County Recorder of Douglas , Nevada, and the surrender and cancellation of the Promissory Note or Notes or other evidence of debt secured by said Deed of Trust.

- The full and absolute release of Grantor (Trustor) from all liability on any and all Promissory Notes, Debts, Obligations, Costs or charges, the payment of which was secured either by the Deed of Trust specifically referred to in paragraph (a) above or by any other Deed of Trust or encumbrance on the same property which may have been assumed or created by Grantor as an obligation at the time of or subsequent to Grantor's acquisition of the title to said property and which last mentioned other Deed of Trust or encumbrance, if any, with the debts and obligations thereby secured, Grantee has assumed and agreed to pay by specific provisions herein before set forth in this Deed.
- That the total consideration, set forth in (1) above, for the execution of this Deed is equal to and represents the fair value of the real property described herein and includes the fair and reasonable value for Grantor's interest in said property.
- This Deed, given for the express consideration set forth in (1) above, is executed voluntarily and not as a result of duress or threats of any kind, and is bona fide and not given to hinder, delay or defraud the rights of creditors or contravene the bankruptcy laws of the United States.
- This Deed is not given as security for the payment or repayment of money or indebtedness or as security of any kind or nature, and there is no agreement or understanding, oral or written, between Grantor and Grantee herein, or any other person whomsoever relative to a reconveyance of the above described property to said Grantor, or to a sale or conveyance to anyone else for the benefit of Grantor, or to any division of any proceeds realized from said property by sale or otherwise.
- That the actual possession of the property herein conveyed has been surrendered and delivered to Grantee (Beneficiary) and Grantor (Trustor) intends by this Deed to vest the absolute and unconditional title to said property in Grantee (Beneficiary) and forever to estop and bar Grantor (Trustor) and Grantor's (Trustor's) heirs, executors or administrators from having or claiming any right, title or interest of any nature whatsoever, either in law or in equity or in possession or in expectancy, in and to said property or any part thereof.

Dated this

day of 23rd

Mav

, 1995.

WHEN RECORDED MAIL TO:

JAY R. DREDGE

1205 Sulphur Springs Lane, #102

Las Vegas, NV 89128

404533

BKO 197PG 1461

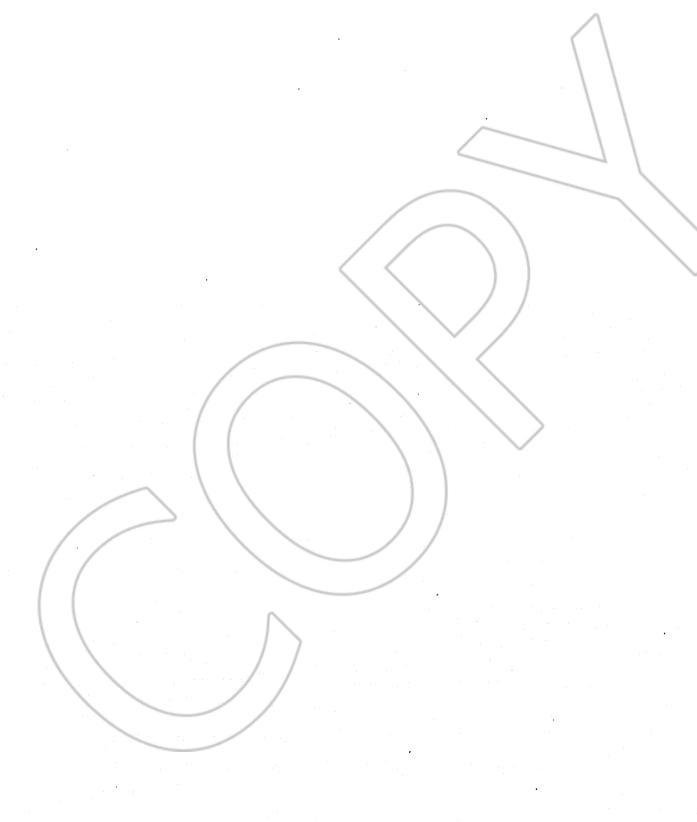
This instrument was Acknowledged before me on \_\_\_\_\_May 23 \_\_\_\_\_, 199\_\_5, by

CURTIS ALLEN AND WENDY ALLEN

Notary Public

CAROL A. CODY





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EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF DEED IN LIEU OF FORECLOSURE DATED MAY 23, 1995

LOT 103, AS SHOWN ON MAP OF SIERRA VIEW SUBDIVISION, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON APRIL 18, 1960, IN BOOK 02, PAGE 105, AS DOCUMENT NO. 15897.



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LINDA SLATER C SO RECORDER PAID DEPUTY