

ESTOPPEL AFFIDAVIT

1
2 STATE OF CALIFORNIA)
3 COUNTY OF NEVADA) ss.

4 BARBARA KEENER, being first duly sworn, deposes and says:

5 1. That she is a widowed woman and makes this Affidavit on her own behalf.

6 2. That she made, executed and delivered as Grantor that certain Deed in Lieu of
7 Foreclosure (hereinafter "Deed") to JOSEPH H. BROOKS AND LOIE D. BROOKS, HUSBAND
8 AND WIFE AS JOINT TENANTS (hereinafter "Lender"), conveying that property situate in
9 Douglas County, Nevada (hereinafter "Property"), described as follows:

10 THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF
11 SECTION 35, TOWNSHIP 11 NORTH, RANGE 21 EAST, M.D.B. &
12 M., AS SHOWN ON THAT CERTAIN LAND DIVISION MAP
RECORDED OCTOBER 8, 1976, IN BOOK 1076, PAGE 331, AS
DOCUMENT NO. 03830.

13 EXCEPTING THEREFROM: A 25 FEET EASEMENT FOR
14 ROADWAY AND UTILITY PURPOSES ALONG THE EASTERLY
AND WESTERLY BOUNDARIES OF THE AFOREMENTIONED
PROPERTY.

15 ALSO EXCEPTING THEREFROM: A 30 FOOT EASEMENT FOR
16 ROADWAY AND UTILITY PURPOSES ALONG THE SOUTHERLY
BOUNDARY OF THE AFOREMENTIONED PROPERTY.

17 ASSESSOR'S PARCEL NO. 35-310-06

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19 3. That the Deed is intended to be, and is an absolute conveyance of the title to the
20 Property to Lender, in effect as well as in form, including all improvements and buildings thereon
21 and appurtenances thereto belonging and appertaining; that the Deed was not and is not
22 intended as a deed of trust, mortgage, trust conveyance or security or any kind; that Grantor of
23 said Deed, by virtue of the Deed, thereby waived, relinquished, and gave up any and all right and
24 interest, legal and equitable, in the Property. That said Grantor, in the execution and delivery of
25 the Deed to Lender, expressly did not intend (and hereby reaffirms such intent) that the Deed
26 would operate to affect any merger of the fee interests of Lender in the Property with the still
27 outstanding deed of trust in the Property held by Lender, it being specifically intended that such
28 rights of Lender in the Property should survive the execution and delivery of the Deed and remain
outstanding; that possession of the Property was surrendered as of the that date; that the

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1 consideration of the Deed was for good and valuable considerations, including the release by
2 Lender of said Grantor of any personal liability under a certain Promissory Note dated July 6,
3 1995; and obligations of Grantor to Lender under the Promissory Note and Deed of Trust shall
4 continue in rem.

5 4. Said Deed of conveyance shall not restrict the right of the Grantee thereto to
6 institute foreclosure proceedings in the event that the Deed is determined to be invalid by a court
7 of law, but the conveyance by said Deed shall be and is hereby intended and understood to be
8 an absolute conveyance and an unconditional sale, with full extinguishment of Grantor's equity
9 of redemption, and with full release of all Grantor's rights, title and interest of every character in
10 and to said Property.

11 5. Grantor has an indefeasible estate in fee simple in the property; and the property
12 is free and clear of every kind or description of lien, lease or encumbrance except the following:

- 13 a. Easements, agreements and restrictions of record disclosed in said Deed.
- 14 b. Current taxes not delinquent.
- 15 c. Whatever matters affecting the Property, if any, are disclosed in the above
16 Deed.

17 6. Grantor has not executed, or permitted anyone in Grantor's behalf to execute, any
18 conveyance, deed of trust, mortgage, lien, lease, security agreement, financing statement or
19 encumbrance of or upon the Property or any fixtures attached thereto, except as stated above,
20 which is not outstanding or enforceable against the Property. Grantor has made no contract to
21 sell all or any part of the Property to any person other than the Lender, and Grantor has not given
22 to any person an option to purchase all or party of the Property, which is enforceable or
23 exercisable now or at any time in the future. There are no unpaid claims for labor done upon or
24 materials furnished for the Property in respect of which liens have been or may be filed. The
25 improvements upon the Property are all located entirely within the bounds of the Property, and
26 there are no encroachments thereon. There are no existing violations of zoning ordinances or
27 other restrictions applicable to the Property.

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1 7. There is no judgment of any Court of the State of Nevada, or of any Court of the
2 United States that is a lien on the Property. No petition for bankruptcy has been filed by or
3 against Grantor within the last six (6) months, nor is any petition now pending with respect to
4 Grantor for bankruptcy or insolvency.

5 8. That the Deed was executed and delivered by Grantor as the result of her request
6 that Lender accept the Deed, and was her free and voluntary act; that at the time of execution of
7 the Deed, Grantor's equity in the Property exceeded thirty thousand dollars (\$30,000.00),
8 however Grantor has been in default on the underlying promissory note to Lender since October,
9 1996; that Grantor is unable to continue making payments on the Property note and desires to
10 avoid paying the costs of foreclosure; that Grantor believes, that the debt to Lender is less than
11 or equivalent to the value of the Property; that the Deed was not given as a preference against
12 other creditors of Grantor; that at the time the Deed was given, there was no other person or
13 persons, firms or corporations other than Lender as the owner and holder of a Deed of Trust,
14 interested either directly or indirectly in the Property; that the Grantor is solvent; that Grantor is
15 not obligated upon any note, bond or security instrument whereby any lien has been created or
16 exists against the Property other than as are set forth above; that Grantor, in offering to execute
17 and deliver the Deed to Lender, and in executing and delivery of same, is not acting under any
18 duress or undue influence, misapprehension or misrepresentation by Lender or any agent,
19 attorney or any other representative of Lender; and that it was the intention of Grantor in the Deed
20 to convey, and by the Deed Grantor did convey to Lender, all her right, title and interest
21 absolutely in and to the Property.

22 9. That Grantor is, as of the date of this Affidavit, in sole possession of the Property.

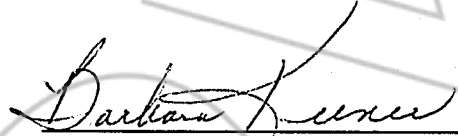
23 10. That, to the best of the undersigned's information and belief, no work, labor or
24 materials have been supplied to the Property within the last six (6) months immediately preceding
25 the date of this Affidavit upon which anyone could base a mechanic's lien, equitable lien, or any
26 other type of lien against the Property.

27 11. That this Affidavit is made to induce Lender to accept the Deed, and to induce
28 Stewart Title of Douglas County, a Nevada corporation, to insure the title to the Property; is made

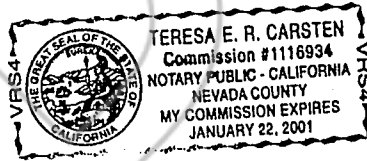
1 for the protection and benefit of Lender, its successors, grantees and assigns, and all other
2 parties hereafter dealing with or who may acquire any interest in the Property, including said title
3 company; and shall bind any respective legal representatives, successors and assigns of the
4 undersigned.


5 12. That Affiant will testify to the truth of the facts set forth in any proceeding that may
6 arise.

7 I do hereby swear or affirm, under penalty of perjury, that the assertions of this Affidavit
8 are true.

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10 
11 BARBARA KEENER

12 Subscribed and sworn to before me
13 this 4th day of FEBRUARY, 1997.



14 
15 Notary Public

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25 REQUESTED BY
Thomas Donaldson
26 IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER
\$10⁰⁰ PAID to DEPUTY