

ESTOPPEL AFFIDAVIT

STATE OF COLORADO )  
COUNTY OF ) SS

We, Gary R. Crichfield and Cheryl Ann Crichfield, being sworn, depose and say:

1. We Gary Crichfield and Cheryl Ann Crichfield ("Grantor") are the identical persons who made, executed and delivered that certain deed to Greater Nevada Credit Union, a Nevada corporation ("the Deed"), conveying that certain real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 53, as shown on the Plat of Gardnerville Ranchos, filed in the office of the County Recorder of Douglas County, State of Nevada, on November 30, 1964, in Book 1 of Maps, Filing No. 26665. ("the Property")

2. The Deed is intended to be, and is, an absolute conveyance of the title to the Property to Grantee, and was not, and is not now, intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of Grantor as grantor in the Deed to convey, and by the deed Grantor did convey to Grantee all right, title and interest of Grantor absolutely in and to the Property; and possession of the Property has been surrendered to the Grantee.

3. The consideration for the Deed was, and is, (i) the full cancellation of all debts, obligations, costs, and charges (herein collectively "Indebtedness") secured by the following described deed of trust (herein "Deed of Trust"), and (ii) the reconveyance of the Deed of Trust:

(a) A deed of trust dated March 18, 1997, wherein Gary F. Crichfield, a married man as his sole and separate property is the trustor, Stewart Title of Carson City is the Trustee and Greater Nevada Credit Union, a Nevada corporation is the beneficiary, which deed of trust was recorded March 24, 1997, in Book 397, at Page 3453, as Document No. 408917 of Official Records of Douglas County, State of Nevada, and which secures a note of even date therewith evidencing an obligation in the amount of Forty Three Thousand Five Hundred and no/100 Dollars (\$43,500.00).

4. In the execution and delivery of the Deed, Grantor was not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress. The Deed was made by grantor as a result of Grantor's request that Grantee accept such a deed and was a free and voluntary act; at the time of making the Deed, Grantor believed and still believes, that the Indebtedness represents a fair value of the Property so conveyed; that the Deed was not given as a preference against any other creditors of Grantor; that at the time the Deed was given there was no other person, firm, corporation or other entity, other than the Grantee therein named, who had an interest either directly or indirectly in the Property, and that Grantor, in offering to execute the Deed to the Grantee therein and in executing same, was not acting under any duress, undue influence, misapprehension or misrepresentation by the Grantee, or the agent, attorney or any other representative of the Grantee, and that it was the intention of Grantor as grantor in the Deed to convey, and by the Deed Grantor did convey, to the Grantee therein all of Grantor's right, title, interest and estate absolutely in and to the property.

5. There are no promises, undertakings or agreements relative to the Property other than an absolute conveyance of the property to the Grantees for the consideration hereinbefore mentioned; and that all promises, undertaking and agreements of Grantor and Grantees relating to the conveyance of the property are expressed and embodied in this Affidavit.

6. Grantor has not granted any interest or right in the Property to any person or entity other than Grantees, and to the actual knowledge of Grantor no other person or entity has or claims to have any interest in the Property not appearing of record, and no contract to which Grantor is a party has been entered into for sale or conveyance of the Property other than the conveyance to Grantee; and there is no outstanding unrecorded deed of the Property to which Grantor is a party except the Deed to Grantee.

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7. This Affidavit is made for the protection and benefit of the Grantee, their successors and assigns and all other parties hereafter dealing with or who may acquire an interest in the Property, and is further made to Grantee for the Purpose of inducing Grantee to accept an absolute conveyance of the Property in consideration of Grantees' release of Grantor from personal liability for the Indebtedness, and particularly for the benefit of Stewart Title of Northern Nevada which is about to insure the title to the Property therein, and any other title company which may hereafter insure the title to the Property.

8. Your affiant will testify, declare, depose or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

**SEAL**

*Gary Crichfield*  
Gary Crichfield

*Cheryl Ann Crichfield*  
Cheryl Ann Crichfield

**SEAL**

SUBSCRIBED AND SWORN to before me  
this 1st day of January, 2000.

*Donna J West* 02/09/02  
NOTARY PUBLIC in and for  
said County and State.

SUBSCRIBED AND AFFIRMED, OR SWORN TO BEFORE  
ME IN THE COUNTY OF Boulder STATE OF COLORADO  
ON THE 31st DAY OF JANUARY 2002  
Donna J West  
NOTARY PUBLIC STATE OF COLORADO  
My Commission expires 02-01-03

REQUESTED BY  
**STEWART TITLE OF DOUGLAS COUNTY**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 FEB 24 PM 3: 24

LINDA SLATER  
RECORDER

\$ 8.00 PAID AL DEPUTY

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