

# STEWART TITLE INCORPORATED

## INDEMNITY AND AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

TO BE HAND COMPLETED PERSONALLY  
BY SELLER OR BORROWER

STATE OF CALIFORNIA

COUNTY OF EL DORADO

TITLE COMPANY FILE NO. 030501059

The undersigned, being first duly sworn on oath states:

1. That the statements made herein pertain to real property and improvements thereon ("The Property") in which is vested with an estate, which property is commonly known as

and legally described as follows:

963 MARIANNE WAY, GARDNERVILLE, NV 89460

LOT 9 OF CENTRALVILLE PARK ESTATES DOCUMENT NO. 31960

2. That the marital status of Affiant (if a person) has not changed since the day of acquisition of the Property.

3. There are no unpaid debts for fixtures, mechanical, electrical, plumbing or other similar systems pertaining to the Property nor for appliances, fences, street paving, or any personal property that is located on the Property, and that no such items have been purchased on time payment contracts, and there are no security interests on the Property secured by financing statement, security agreement or otherwise except as stated below.

**Secured Party**

**Approximate Amount**

NONE

4. There are no loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid City, County, State, Federal or other governmental or association taxes or assessments of any kind on the Property except as stated below. Affiant is not aware of any improvements to the Property which may be the basis for special assessment, except as stated below.

**Creditor**

**Approximate Amount**

NONE

5. All labor and material used in the construction of improvements on the Property have been paid for and there are now no unpaid labor or material claims against the Property, and Affiant hereby declares that all sums of money due for the erection of improvements have been fully paid and satisfied, except as stated below:

**Creditor**

**Approximate Amount**

NONE

6. There are no judgments against Affiant, nor are there any suits pending, proceedings in bankruptcy or receivership or other proceedings in the District Court of the United States for the district in which the Property is located nor in the County, District Court for the State in which the Property is located to which the said Affiant is a party.

7. There are no outstanding unrecorded instruments that would affect title to the Property at this date.

8. That no one is in possession of the Property other than the Affiant and/or the tenants of said Affiant who occupy same; said tenants being:

NONE

(indicate name of tenant and whether lease or month to month; if none, state "none")

9. Affiant is not a non resident alien for purpose of U.S. income taxation, or otherwise subject to Section 1445 of the Internal Revenue Code.

10. This affidavit is made and delivered in connection with the sale and/or mortgage of the Property and is expressly provided for the benefit of any and all persons relying hereon, including but not limited to Stewart Title Incorporated, its underwriter and reinsurers, and the principals and their agents who are parties to this transaction. Affiant realized that the purchaser and/or lender in this transaction is relying on the representations contained herein in purchasing the Property or

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lending money thereon and would not purchase Property or lend money thereon unless said representations were made. If seller or borrower is not an individual, then Affiant represents that Affiant has the authority to sign on behalf of said entity.

11. Affiant(s) agree, jointly and severally, to pay on demand to the purchasers and or lender in this transaction their successors and assigns, all amounts secured by all liens not identified above, together with all loss, cost, damage and expense and attorney's fees that said parties may incur in connection with such unmentioned liens, provided said liens either currently apply to the Property, or a part thereof, or are subsequently established against the Property and are created by Affiant known by Affiant or have an inception date prior to the consummation of this transaction. Affiant hereby requests the issuance of owner's and/or mortgagee's title insurance upon the Property. If said policy or policies are issued without exception therein as to any possible unfilled mechanic's or materialman's liens and any unreleased improvement loans, security agreements, financing statements, continuation statements or other instruments or documents evidencing a secured interest in said real estate or without exception to other standard exceptions appearing in the ALTA title insurance forms utilized by Stewart Title Incorporated or its underwriter, or without exception to any of the items, if any, disclosed above, then in consideration hereof, and as an inducement for the issuance thereof, said Affiant(s) do hereby jointly and severally, agree to hold Stewart Title Incorporated and its underwriter and reinsurers harmless from and to indemnify them for any and all loss, cost, damage and expense of every kind, including attorney's fees, which Stewart Title Incorporated, its underwriter and reinsurers may suffer or incur or become liable for under said policy or policies now to be issued, or any re-issue, renewal or extension thereof, or new policy at any time issued upon the Property, part thereof or interest therein, arising directly or indirectly, out of or on account of affording such insurance coverage.

12. The correct forwarding address of Affiant(s), if this is a sales transaction, is: \_\_\_\_\_  
(street)  
\_\_\_\_\_  
(city) (state) (zip)

THE UNDERSIGNED ADMIT THEY HAVE READ AND UNDERSTAND THE FOREGOING AND REALIZE THE LEGAL EFFECT OF ANY MISREPRESENTATIONS AND/OR UNTRUE STATEMENTS MADE HEREIN. THE UNDERSIGNED UNDERSTAND THAT THIS DOCUMENT IS A CONTRACT. IF NOT UNDERSTOOD, PLEASE CONSULT AN ATTORNEY.

Attest: (If corporate Affiant.)

Affiant(s)  
Steven N. Curtis  
BORROWER  
STEVEN N. CURTIS  
Nancy J. Curtis  
BORROWER  
NANCY J. CURTIS

SEE ATTACHED EXHIBIT 'A'  
INCORPORATED HEREIN AND MADE  
A PART HEREOF.

ACKNOWLEDGMENT

On this 10th day of JUNE, 2003, before me appeared

STEVEN N. CURTIS AND NANCY J. CURTIS

to me known to be the same person(s) described herein and who executed the foregoing instrument, and acknowledge that ~~he/she~~ they executed the same as his/her/their free act and deed. (If corporate acknowledgment) Said

did upon his/her oath state that he/she is the \_\_\_\_\_ (corporate officer) of

\_\_\_\_\_ (corporate name)

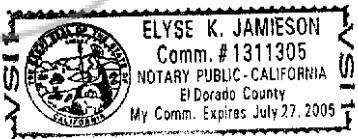
and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of the Board of Directors (or Trustees), and said person(s) acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official notarial seal at my office in \_\_\_\_\_, the day and year first written.

My term expires: 07/27/2005

SOUTH LAKE TAHOE, CA.

Elyse K. Jamieson  
NOTARY PUBLIC



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EXHIBIT 'A'



THE OLD REPUBLIC NETWORK

Residential Services  
A Service of Old Republic National Title  
Insurance Co.

June 4, 2003

Stewart Title  
4121 W. 83<sup>rd</sup> Street, Suite 110  
Prairie Village, KS 66208  
Attention: Allison Sullivan  
Email address: Asullivan2@Stewart.com

Re: Your file: 03030181  
Our file: 27-20081459  
Borrower: Curtis, Steve N.  
Premises: 963 Marianne Way, Gardnerville, NV 89410

Dear Ms. Sullivan:

Old Republic National Title Insurance Company (ORNTIC) does hereby indemnify any prospective purchaser, title agent and title insurance underwriter that insures any prospective lender and purchaser against loss (not to exceed the face amount of our policy number (MP7007020) it may suffer by reason of its issuance of its policy, or policies, of title insurance without mention therein of the following matters:

**DEED OF TRUST EXECUTED BY STEVEN N. CURTIS AND NANCY J. CURTIS IN FAVOR OF LAWYERS TITLE INSURANCE CORPORATION, TRUSTEE FOR SIERRA SAVINGS AND LOAN ASSOCIATION, BENEFICIARY, DATED 9/29/83, RECORDED 10/4/83, SECURING THE ORIGINAL PRINCIPAL BALANCE OF \$108,300.00, IN BOOK 1083 PAGE 335, IN THE DOUGLAS COUNTY RECORDS.**

**DEED OF TRUST EXECUTED BY STEVEN N. CURTIS AND NANCY J. CURTIS IN FAVOR OF VALLEY BANK OF NEVADA, TRUSTEE AND BENEFICIARY, DATED 10/21/88, RECORDED 10/26/88, SECURING THE ORIGINAL PRINCIPAL BALANCE OF \$43,500.00, AS IN BOOK 1088, PAGE 3466, IN THE DOUGLAS COUNTY RECORDS.**

**DEED OF TRUST EXECUTED BY STEVEN N. CURTIS AND NANCY J. CURTIS IN FAVOR OF EQUITABLE DEED COMPANY, TRUSTEE FOR BANK OF AMERICA NEVADA, BENEFICIARY, DATED 4/19/96, RECORDED 4/24/96, SECURING THE ORIGINAL PRINCIPAL BALANCE OF \$79,000.00, AS IN BOOK 496, PAGE 4448, IN THE DOUGLAS COUNTY RECORDS.**

The indemnity extended by this letter does not include loss resulting from any consumer credit protection or truth in lending law. If you rely on this letter, you agree to assign ORNTIC all rights of subrogation under your policy or policies issued to insure the above described property in the event ORNTIC is compelled to make payments to settle a claim pursuant to this indemnity or under the terms of any ORNTIC title policy or policies relating to the above item(s). If a claim is made on you because of the omission of the items set out above, ten days notice must be given to ORNTIC following the day of the receipt of such claim.

Sincerely,

Karyn S. DiMondo  
Assistant Vice President  
Director, Risk Management



COPY

REQUESTED BY  
**Stewart Title of Douglas County**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2003 JUN 23 PM 3: 56

WERNER CHRISTEN  
RECORDER

\$ 17.<sup>00</sup> PAID *Kg* DEPUTY

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