APN: 1319-03-811-008 NO. 10471 RPTT \$ 2,039.70

WHEN RECORDED MAIL TO: MAIL TAX STATEMENTS TO: Kari L. Grimm, Trustee P.O. Box 81498 Bakersfield, CA 93380-1498 DOC # 0720683 04/01/2008 03:10 PM Deputy: G OFFICIAL RECORD Requested By: PHIL FRINK & ASSOCIATES INC

> Douglas County - NV Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00 BK-0408 PG- 266 RPIT: 2039.70



DEED IN LIEU

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Geraldine A. Dobson, an unmarried woman, ("Grantor"), does hereby Grant, Bargain and Sell to Kari L. Grimm, Trustee of The Kari L. Grimm Survivor's Trust dated March 18, 2006 (Grantee"), the real property situate in the County of Douglas, State of Nevada, described as follows

PARCEL 1:

Lot 8, Block A, as said let and block is set forth on the Final Map of Genoa Lakes Phase 2, a Planned Unit Development, recorded June 2, 1994, in the Official Records of Douglas County, Nevada, as Document No. 338683.

PARCEL 2:

An easement located within a portion of the South one-half of Section 3, Township 13 North, Range 19 East, MDB&M, Douglas County, Nevada. being more particularly described as follows:

COMMENCING at the Southwesterly corner of Unit 8 as shown on the Final Map for Genoa Lakes Phase 2 Planned Unit Development Document No 338683 of the Douglas County Recorder's Office, said point bears North 07°30'56" East, 68.27 feet from Tie Point 'D' as shown on the Genoa Lakes Phase 2 Final Map;

thence North 42°52'23" East, along the Westerly line of said Unit 8, 63.67 feet to the TRUE POINT OF BEGINNING; thence North 42°52':23" East, 26.42 feet; thence South 53°19'51" East, 70.41 feet, thence South 42°52'19" West, 34.25 feet to the Northwesterly corner of Unit 9 being amended to the Typical House Plan 4 as shown on said Genoa Lakes Phase 2 Final Map; thence South 42°52'19" West, along the Westerly line of said amended Unit 9, 28.67 feet; thence North 47°07'41" West. 15.00 feet to a point on the Easterly line of said Unit 8 being amended to the Typical House Plan 1 as shown on said Genoa Lakes Phase 2 Final Map; thence along the Easterly and Northerly boundary lines of said amended Unit 8 the following 6 courses:

North 42°52'23" East, 15.73 feet; North 47°07'37" West, 12.33 feet; North 42°52'23" East, 3.67 feet; North 47°07'37" West, 25.33 feet; North 42°52'23" East, 9.50 feet; North 47°07'37" West, 17.33 feet to the TRUE POINT OF BEGINNING

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.

THIS DEED is an absolute conveyance, Grantor having sold the real property above described to Grantees for a fair and adequate consideration, such consideration, in addition to that above recited, being full satisfaction of all obligations secured by Deed of Trust executed by Geraldine A. Dobson, an unmarried woman, Trustor to Stewart Title of Nevada Holding, Inc., a Nevada corporation, Trustee for Kari L. Grimm, Trustee of The Kari L. Grimm Survivor's Trust dated March 18, 2006, Beneficiary, and recorded on June 15, 2007, in Book 0607, at Page 4858, as Document Number 0703143 and re-recorded March 3, 2008 in Book 0308, at Page 0131, as Document No. 0718944, Official Records of Douglas County, Nevada, (the "Deed of Trust"). Grantor declares that this conveyance is freely and fairly made and that there are no agreements, oral or written, other than this Deed between the parties hereto with respect to the real property hereby conveyed.

Grantees join in the execution of this Deed for the purpose of evidencing that the Grantees hereby accept this conveyance as being full satisfaction of all obligations secured by the Deed of Trust above described.

Dated: March 6, 2008

"Grantor":

Geraldine A Dobson

"Grantee":

Kari L. Grimm

ESTOPPEL AFFIDAVIT

I/We, Geraldine A. Dobson, being first duly sworn, depose and say:

1. I/We, Geraldine A. Dobson, an unmarried woman ("Grantor") am/are the identical party who made, executed and delivered that certain deed to Kari L. Grimm, Trustee of The Kari L. Grimm Survivor's Trust dated March 18, 2006 ("the Deed") conveying that certain real property situate in Douglas County, Nevada, described as follows:

PARCEL 1:

Lot 8, Block A, as said let and block is set forth on the Final Map of Genoa Lakes Phase 2, a Planned Unit Development, recorded June 2, 1994, in the Official Records of Douglas County, Nevada, as Document No. 338683.

PARCEL 2:

An easement located within a portion of the South one-half of Section 3, Township 13 North, Range 19 East, MDB&M, Douglas County, Nevada. being more particularly described as follows:

COMMENCING at the Southwesterly corner of Unit 8 as shown on the Final Map for Genoa Lakes Phase 2 Planned Unit Development Document No 338683 of the Douglas County Recorder's Office, said point bears North 07°30'56" East, 68.27 feet from Tie Point 'D' as shown on the Genoa Lakes Phase 2 Final Map;

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thence North 42°52'23" East, along the Westerly line of said Unit 8, 63.67 feet to the TRUE POINT OF BEGINNING; thence North 42°52':23" East, 26.42 feet; thence South 53°19'51" East, 70.41 feet, thence South 42°52'19" West, 34.25 feet to the Northwesterly corner of Unit 9 being amended to the Typical House Plan 4 as shown on said Genoa Lakes Phase 2 Final Map; thence South 42°52'19" West, along the Westerly line of said amended Unit 9, 28.67 feet; thence North 47°07'41" West. 15.00 feet to a point on the Easterly line of said Unit 8 being amended to the Typical House Plan 1 as shown on said Genoa Lakes Phase 2 Final Map; thence along the Easterly and Northerly boundary lines of said amended Unit 8 the following 6 courses:

North 42°52'23" East, 15.73 feet; North 47°07'37" West, 12.33 feet; North 42°52'23" East, 3.67 feet; North 47°07'37" West, 25.33 feet; North 42°52'23" East, 9.50 feet; North 47°07'37" West, 17.33 feet to the TRUE POINT OF BEGINNING

- 2. The Deed is intended to be, and is, an absolute conveyance of the title to the Property to Grantee, and was note, and is not now, intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of the 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 Grantees.
- 3. The consideration for the Deed was, and is, (i) the full cancellation of all debts, obligation, 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 June 15, 2007, wherein Geraldine A. Dobson, an unmarried woman is the Trustor, Stewart Title of Nevada Holding, Inc., a Nevada corporation is the trustee, and Kari L. Grimm, Trustee of The Kari L. Grimm Survivor's Trust dated March 18, 2006 is the beneficiary, which deed of trust was recorded on June 15, 2007, in Book 0607, at Page 4858, as Document Number 0703143 and re-recorded March 3, 2008 in Book 0308, at Page 0131, as Document No. 0718944 of Official Records of the County Recorder of Douglas County, Nevada, and which secures a note of even date therewith evidencing an obligation in the original principal amount of Five Hundred Twenty Two Thousand Twenty Three and 17/100^{THS} DOLLARS (\$ 522,023.17).
- 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 or 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.



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- 5. There are no promises, undertakings or agreements relative to the Property other than an absolute conveyance of the property to the Grantee for the consideration hereinbefore mentioned; and that all promises, undertakings and agreements of Grantor and Grantee 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 Grantee, and to the actual knowledge of Grantor no other person or entity has or claims to have any interest in the Property no appearing of record, and no contract to which Grantor is a party has been entered into for the sale of 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.
- 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 any 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.

The Partitional Laboration Metalinatoria Sociologia.	
Geraldine a. Dobson	
Geraldine A. Dobson	
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STATE OF CALIFORNIA)	
)SS.	\ \
COUNTY OF KERN)	
COUNTY OF KERN	1 1
<u> </u>	3-7-08
This instrument was acknowledged before me on _	/ /
by Geraldine A. Dobson. and Kari L. Grin	nm.
James Filed	
Notary Public	TAMMY PULIDO
11000019	Commission # 1626698
	Notary Public - California
STATE OF CALIFORNIA	Kern County
STATE OF CALIFORNIA)	My Comm. Expires Dec 3, 2009
)S8.	
COUNTY OF KERN	
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This instrument was acknowledged before me on	3-7-08
by Kari L. Grimm.	
Notary Public	