

DOC # 725679
06/25/2008 08:57AM Deputy: SD
OFFICIAL RECORD

Requested By:
STEWART TITLE - CARSON
Douglas County - NV
Werner Christen - Recorder
Page: 1 of 6 Fee: 19.00
BK-608 PG-6212 RPTT: 0.00



A.P.N. # 1220-15-611-006

Victor L. Wilson
1885 Austin Street
Gardnerville, NV 89410

1009206. (space above for recorder's use only)

RE-RECORD ESTOPPEL AFFIDAVIT TO ADD LEGAL

(Title of Document)

DOC # ~~725522~~
06/20/2008 01:39PM Deputy: PK
OFFICIAL RECORD
Requested By:
STEWART TITLE - CARSON
Douglas County - NV
Werner Christen - Recorder
Page: 1 of 3 Fee: 16.00
BK-608 PG-5560 RPTT: 0.00

ESTOPPEL AFFIDAVIT

State of Nevada)
) ss.
County of Douglas)

I/We, MKM Builders, Inc., a Nevada corporation, being first duly sworn, depose and say:

1. I/We, MKM Builders, Inc., a Nevada corporation ("Grantor") am the identical party who made, executed and delivered that certain Deed to Victor L. Wilson, Trustee of the Victor L. Wilson Trust dated March 18, 1980, ("the Deed"), conveying that certain real property situate in Douglas County, Nevada, described as follows:

See legal description attached hereto and forming a part hereof as Exhibit "A"

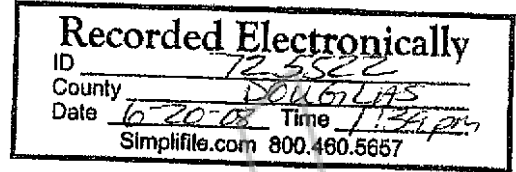
("the property")

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 deeds of trust (herein "Deeds of Trust"), and (ii) the reconveyance of the Deeds of Trust.

(a) A Deed of Trust dated April 13, 2006, wherein Grantor is the Trustor, Stewart Title of Carson City is the Trustee, and Grantee is the Beneficiary, which Deed of Trust was recorded on April 20, 2006, as



BK-608
PG-6213



ESTOPPEL AFFIDAVIT

State of Nevada)
) ss.
County of DOUGLAS)

I/We, MKM Builders, Inc., a Nevada corporation, being first duly sworn, depose and say:

1. I/We, MKM Builders, Inc., a Nevada corporation ("Grantor") am the identical party who made, executed and delivered that certain Deed to Victor L. Wilson, Trustee of the Victor L. Wilson Trust dated March 18, 1980, ("the Deed"), conveying that certain real property situate in Douglas County, Nevada, described as follows:

See legal description attached hereto and forming a part hereof as Exhibit "A"

("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 deeds of trust (herein "Deeds of Trust"), and (ii) the reconveyance of the Deeds of Trust.
 - (a) A Deed of Trust dated April 13, 2006, wherein Grantor is the Trustor, Stewart Title of Carson City is the Trustee, and Grantee is the Beneficiary, which Deed of Trust was recorded on April 20, 2006, as



Document No. 673114 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 One Hundred Forty Five Thousand Eighty Dollars (\$145,080.00), and an Additional Advance in the amount of \$317,000.00 recorded June 14, 2006, Book 0606, Page 4498, Official Records of Douglas County, State of Nevada.

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 of the Grantees therein and in executing same, was not acting under any duress, undue influence, misapprehension or misrepresentation by the Grantee, or the agent, attorney or 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 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 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 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



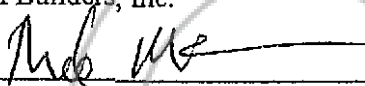
BK-608
PG-6215

there is no outstanding unrecorded deed to 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 Grantee's release of Grantor from personally liability for the Indebtedness, and particularly for the benefit of Stewart Title of Nevada, Western Division which is about to insure the title to the Property herein, 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.

Dated: 6-18-08

Grantor:
MKM Builders, Inc.

By: 
Mark McKinney, President

SUBSCRIBED AND SWORN to before me this 18th
day of June, 2008.


Notary Public in and for said County and State

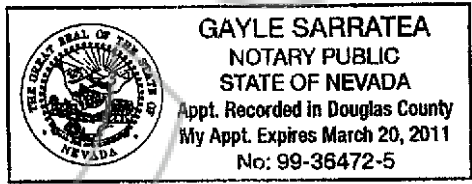
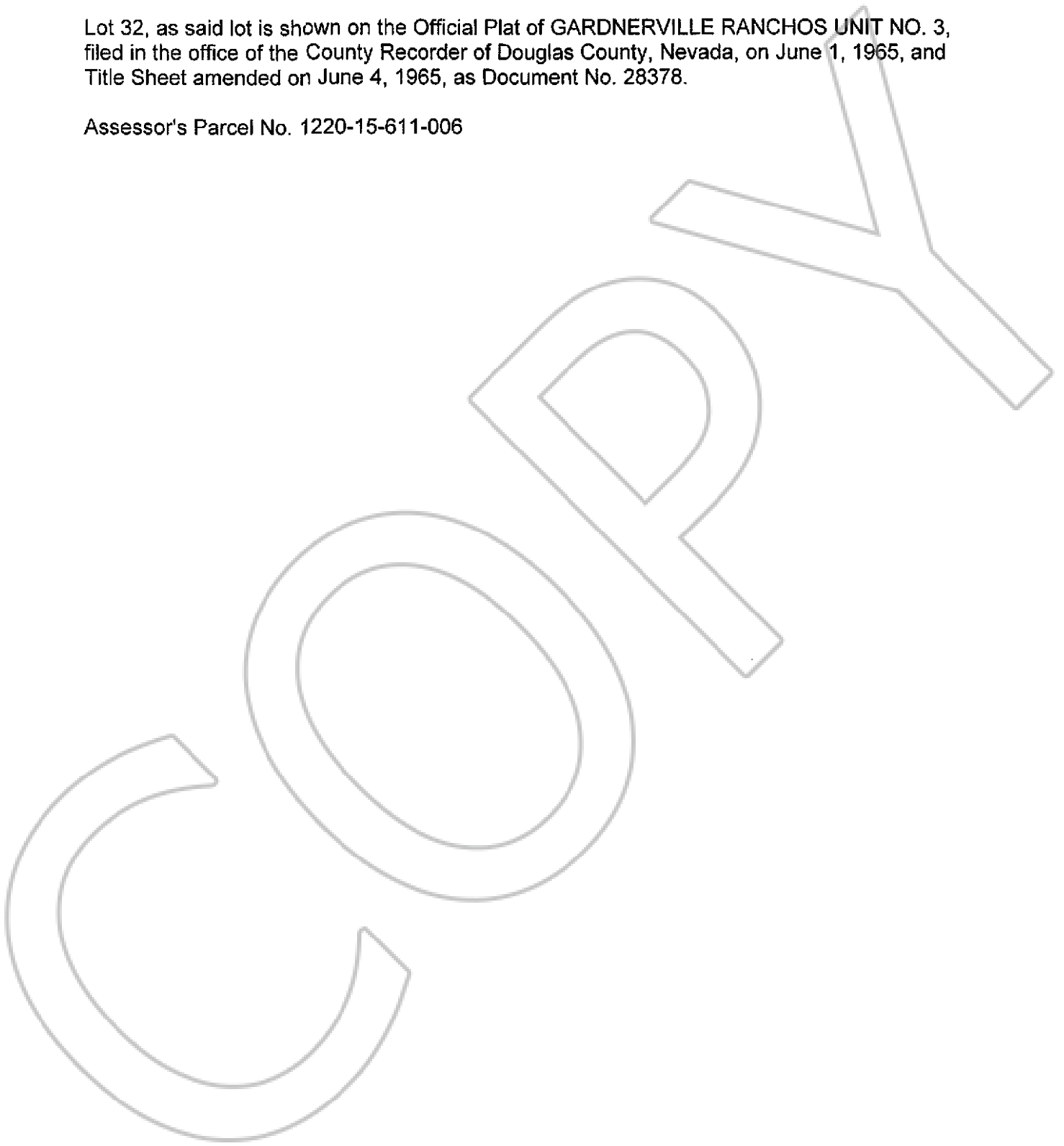


EXHIBIT "A"

Lot 32, as said lot is shown on the Official Plat of GARDNERVILLE RANCHOS UNIT NO. 3, filed in the office of the County Recorder of Douglas County, Nevada, on June 1, 1965, and Title Sheet amended on June 4, 1965, as Document No. 28378.

Assessor's Parcel No. 1220-15-611-006



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