

OFFICIAL RECORD

Requested By:  
MDA LENDING SOLUTIONS

APN: 1022-29-310-024

R.P.T.T.: \$ \_\_\_\_\_

Exempt: ( )

Recording Requested By:

MDA Lending Solutions, Inc.  
8215 Forest Point Boulevard, Suite 100  
Charlotte, North Carolina 28273

After Recording Mail To:

Wells Fargo Financial Nevada 2, Inc.  
4143 121st Street  
Urbandale, Iowa 50323

Send Subsequent Tax Bills To:

Wells Fargo Financial Nevada 2, Inc.  
4143 121st Street  
Urbandale, Iowa 50323

171863962

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 5 Fee: 18.00  
BK-1108 PG- 2736 RPTT: 895.05



**DEED IN LIEU OF FORECLOSURE**

TITLE OF DOCUMENT

THIS INDENTURE WITNESSETH THAT, **Joseph J. Heinan and Karen L. Heinan, also known as Karen Heinan, husband and wife, as joint tenants,** whose address is 3137 Bodie Rd. Unit B, Garderville, NV 89410 FOR ONE AND NO/100 DOLLAR (\$1.00), the receipt of which is hereby acknowledged, do(es) hereby GRANT, BARGAIN, SELL AND CONVEY to **Wells Fargo Financial Nevada 2, Inc.,** whose address is **4143 121st Street, Urbandale, Iowa 50323,**

ALL that real property situated in the County of Douglas, State of **Nevada,** bounded and described as follows:

LOT 126, AS SET FORTH ON THE MAP OF TOPAZ SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON AUGUST 10, 1954, AS DOCUMENT NO. 9774.

This being the identical property conveyed to the GRANTOR herein by Deed from Calvin T. Mattson and Isabelle L. Mattson, husband and wife dated May 23, 1997, recorded June 17, 1997 and filed in Record Book: 0697 Page: 3656, Doc. No.: 0415323

COMMONLY known as: 1940 Austin Street, Gardnerville, Nevada 89410

Assessor's Parcel Number: 1022-29-310-024

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct. By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forbear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "mortgage") described below, other than by foreclosure of that mortgage; and, that in any proceedings to foreclosure that mortgage, grantee shall not seek, obtain or permit

a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the even that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of grantee's waiver of its right to bring an action against Grantor based on the promissory note secured by the mortgage hereinafter described and agreement not to name the grantor as a party to a foreclosure action stated above with respect to that certain mortgage signed on the December 24, 2007, by grantor in favor of **Wells Fargo Financial Nevada 2, Inc.**, and recorded at BK 0108, PG 0254, Doc. No. 0715595 real property records of Douglas County, Nevada on the January 2, 2008.

In construction this deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

WITNESS my/our hands, this 31<sup>st</sup> day of October, 2008.

Joseph J. Heinan  
Joseph J. Heinan

Karen L. Heinan  
Karen L. Heinan, a/k/a  
Karen Heinan

STATE OF NEVADA  
COUNTY OF Douglas )  
SS

This instrument was acknowledged before me, this 31<sup>st</sup> day of October, 2008, by **Joseph J. Heinan and Karen L. Heinan, a/k/a Karen Heinan.**

NOTARY STAMP/SEAL

David W. Terry  
Notary Public  
Notary Public  
Title and Rank  
My Commission Expires: 2-11-11

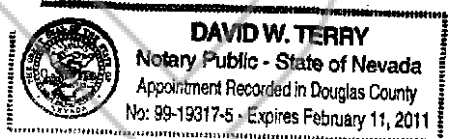


EXHIBIT "B"

ESTOPPEL AFFIDAVIT

STATE OF Nevada  
COUNTY OF Douglas

**Joseph J. Heinan and Karen L. Heinan, also known as Karen Heinan, husband and wife, as joint tenants**, being first duly sworn, depose and say: "That they are the identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **Wells Fargo Financial Nevada 2, Inc.**, dated the 31<sup>st</sup> day of October, 2008, conveying the following described property, to-wit:

**LOT 126, AS SET FORTH ON THE MAP OF TOPAZ SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON AUGUST 10, 1954, AS DOCUMENT NO. 9774.**

Parcel ID # 1022-29-310-024

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to **Wells Fargo Financial Nevada 2, Inc.**, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to **Wells Fargo Financial Nevada 2, Inc.**, therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to **Wells Fargo Financial Nevada 2, Inc.**;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditor or the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than **Wells Fargo Financial Nevada 2, Inc.**, who have interest, either directly or indirectly, in said premises; that these deponents are solvent and have not other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of ONE AND NO/100 DOLLAR (\$1.00) by **Wells Fargo Financial Nevada 2, Inc.**, and **Wells Fargo Financial Nevada 2, Inc.**, agreement to forebear taking any action against affiants to collect on the obligations secured by the mortgage described below, other than by foreclosure of that mortgage and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The mortgage referred to herein was executed by the undersigned to **Wells Fargo Financial Nevada 2, Inc.**, on the December 24, 2007, and recorded at BK 0108, PG 0254, Doc. No. 0715595 real property records of Douglas County, Nevada. At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of **Wells Fargo Financial Nevada 2, Inc.**, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants, and each of them 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.

**WE (THE BORROWERS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.**

Dated: 10/31/08

Joseph J. Heinan  
Joseph J. Heinan


Karen L. Heinan  
Karen L. Heinan, a/k/a  
Karen Heinan

STATE OF Nevada  
COUNTY OF Douglas

Subscribed and sworn to before me this 31<sup>st</sup> day of October, 2008 by  
Joseph J. Heinan & Karen L. Heinan

David W. Terry  
NOTARY PUBLIC

Prepared By:  
Leila Hansen, Esq.  
9041 South Pecos Road, Suite 3900  
Henderson, Nevada 89074

 **DAVID W. TERRY**  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
No: 99-19317-5 - Expires February 11, 2011