

OFFICIAL RECORD

Requested By:
STEWART TITLE DOUGLAS

APN: 1319-19-212-032
Mail Tax Statement to:
Federal National Mortgage Association
P.O. Box 650043
Dallas, TX 75265

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 7 Fee: 20.00
BK-1009 PG- 5409 RPTT: # 2

DEED OF LIEU OF FORECLOSURE

1021864

File Number 09-NV0062
Order Number 090602789-NV-GTI



For good and valuable consideration, receipt of which is hereby acknowledged, **NATALIE M. BERG, AN UNMARRIED WOMAN**, hereinafter referred to as "Grantor" does hereby grant and convey to **FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA)** hereinafter called "Grantee", the following legally described real property situated in the County of **DOUGLAS**, State of Nevada:

"SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF"

"see exhibit B" Attached hereto and made a part hereof"

The title to said property is hereby warranted by Grantor against all persons whatsoever, subject to current taxes, assessments, reservations, in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, liabilities and all other matters affecting title as may appear of record. It is further warranted and covenanted by grantor in executing this deed and agreed by Grantee in accepting it as follows:

1. That the consideration for the execution of this deed consists of:

Full satisfaction of record of that certain Deed of Trust executed by **NATALIE M. BERG, AN UNMARRIED WOMAN**, as Trustor, to **"MERS" MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, as beneficiary, which Deed of Trust dated October 26, 2004 and recorded on November 1, 2004 in the Douglas County Recorder's office as Book 1104, Page 705 as Instrument no. 628187 of Official Records, and surrender and cancellation of the promissory note or notes or other evidence of debt secured by said Deed of Trust.

- a. The full and absolute release of Grantor from all liability on any and all promissory Notes, debts, obligations, costs, or charges, the payment of which was secured by the Deed of Trust specifically referred to in paragraph "a" above.
 - b. The assumption and agreement to pay, by Grantee, of any other mortgage or encumbrance, if any, with the debts and obligations thereby secured, on the same property, which may have been assumed or created by Grantor as an obligation at the time of, or subsequent to, Grantor's acquisition of the title to said property
 - c. In addition to (a), (b) and (c) above, the cash payment by Grantee to Grantor of the sum of -0- Dollars.
2. That the total consideration, set forth in 1 above, for the execution of this deed is equal to and represents the fair value of real property described herein and includes the fair and reasonable value for Grantor's interest in said property.



- 3. This deed, given for the express consideration set forth in 1 above, is executed, voluntarily, and not as a result of duress or threats of any kind, and is bona fide and not given to hinder, delay or defraud the rights of creditors or contravene the bankruptcy laws of the United States.
- 4. The deed is not given as security for the payment or repayment of money on indebtedness, or as security of any kind or nature, and there is no agreement or understanding, oral or written, between Grantor or Grantee herein, or any other person whomsoever, relative to a reconveyance of the above described property to said Grantor, or to any division of any proceeds realized from said property by sale or otherwise.
- 3. That the actual possession of the property herein conveyed has been surrendered and delivered to Grantee, and Grantor intends by this deed to vest the absolute and unconditional title to said property in Grantee, and forever to estop and bar Grantor and Grantors heirs, executors or administrators from having or claiming any right, title, or interest of any nature whatsoever, either in law or equity, or in possession or in expectancy, in and to said property or any part thereof. Grantee shall be entitled to exercise and enjoy all of the rights, responsibilities, powers, and privileges of fee simple ownership of the subject property.

This deed is an absolute conveyance, the Grantor having sold said land to the Grantee for a fair and adequate consideration, such consideration, in addition to any above recited, being full satisfaction of all obligations secured by deed of trust executed by **NATALIE M. BERG, AN UNMARRIED WOMAN**, as Trustor to **COUNTRYWIDE TITLE CORPORATION**, as Trustee, recorded November 1, 2004 in the Douglas County Recorder's office as Book 1104, Page 705 as Instrument no. 628187 of Official Records.

Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this deed between grantor and grantee with respect to said land.

GRANTOR.

Natalie M. Berg 9/22/09
Signature

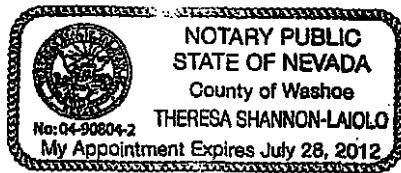
NATALIE M. BERG
Print Name

STATE OF NEVADA
COUNTY OF Washoe

On Sept. 22 2009 before me, Theresa Shannon-Laiolo, personally appeared **NATALIE M. BERG**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instruction and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instruction the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Theresa Shannon-Laiolo (SEAL)

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GRANTEE

Signature

Print Name and Title

STATE OF

COUNTY OF

On September 29, 2009 before me, Marlo Donic De La Mora personally appeared Ann Rostery 1st VP, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instruction and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instruction the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marlo Donic De La Mora (SEAL)





Exhibit B

ESTOPPEL AFFIDAVIT

(By Individual giving DEED-in-Lieu of foreclosure)

STATE OF NEVADA)
)
COUNTY OF Washoe) ss

NATALIE M. BERG, AN UNMARRIED WOMAN, being first duly sworn, each for himself and herself, deposes and says: That they are the identical parties who made, executed, and delivered that certain deed to Federal National Mortgage Association (FNMA), date the 22 day of September, 2009 conveying the following described property, to wit:

THAT affiants now are, and at all times herein mentioned, was an individual,

That the aforesaid deed is intended to by and is an absolute conveyance of the title to said premises to the grantee named therein, and was not intended as a mortgage, trust conveyance, or security of any kind; That is/was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to the grantee therein all their rights, title and interest absolutely in and to said premises; that possession of said premises; has been surrendered to the grantee;

That in the executed 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 the consideration for said deed was/is payment to affiants of the sum of \$305,000, by grantee and the full cancellation of all debts, obligations, costs and charges secured by that certain deed of trust heretofore existing on said property executed by NATALIE M. BERG, AN UNMARRIED WOMAN, Trustor, to COUNTRYWIDE TITLE CORPORATION, as Trustee, for "MERS" MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, recorded November 1, 2004 in the Douglas County Recorder's office as Book 1104, Page 705 as Instrument no. 628187 of Official Records and the reconveyance of said property under said deed of trust; That at the time of making said deed, affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded;

This affidavit is made for the protection and benefit of the grantee in said deed, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described, and particularly for the benefit of LPSDEFAULT Title Company which is about to insure the title to said property in reliance thereon, and any other title company which may hereafter insure the title to said property;

That affiants, and each of them will testify, declare, depose or certify under penalty of perjury 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: 9/22/09

Natalie M. Berg
Signature

NATALIE M. BERG
Print Name

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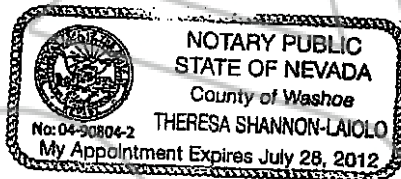


STATE OF NEVADA
COUNTY OF Washoe

On Sept. 22, 2009 before me, Theresa A Shannon-Laiolo, personally appeared NATALIE M. BERG, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instruction and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instruction the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Theresa A. Shannon-Laiolo (SEAL)



COPY



In Lieu of Foreclosure Statement

The undersigned grantor declares:

- 1) The Grantee(s) herein was/were the beneficiary.
- 2) The amount of the unpaid debt, together with costs, was: \$ 244,000.
- 3) The amount paid by the Grantee(s) OVER AND ABOVE the unpaid debt was: \$ 0
- 4) The Documentary Transfer Tax is: \$ 0
- 5) Said property is in:
 - () Unincorporated area
 - () City of _____

Place of Execution: 450 American St Sion Valley Ca 93065

Date: _____

Signature: _____

Print Name: Ann Raftery

Title: VP

Company Name: Bank of America Home Loans

09-NV0062 BERG



Exhibit "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

That portion of Parcel B as shown on the Parcel Map for Thelmar Corporation, filed in the office of Recorder of Douglas County, State of Nevada, June 13, 1977, Document No. 10042, being a subdivision of Lot 506, as shown on the Second Amended Map of Summit Village recorded in the Office of the recorder of Douglas County, January 13, 1969, Document No. 43419, described as follows:

Beginning at a point that is the Southwest corner of Lot 506 as shown on the Second Amended Map of Summit Village recorded in the Office of the Recorder of Douglas County January 13, 1969, Document No. 43419; thence North 21°21' West 22.00' to a Point, thence North 68°39' East 25.00 feet to the point of Beginning and the Southwest corner of the parcel; thence continuing North 68°39' East 25.00' to a point; thence North 21°21' West 22.00 feet to a point; thence South 68°39' West 25.00 feet to a point; thence South 21°21' East 22.00 feet to the Point of Beginning.

Together with that portion designated as open space as shown on said parcel map to be used for recreational purposes, access and egress to Parcels A, B, C, and D as dedicated jointly to Parcels A, B, C, and D.

Document No. 512716 is provided to comply with the requirements of NRS 11.312.

Assessment Parcel No. 1319-19-212-032