RECORDING REQUESTED BY, Mail Tax statements to and when recorded return to:

Elaine J. Olson, Trustee P.O. Box 1298 Zephyr Cove, NV 89448 DOC # 762896
04/30/2010 02:27PM Deputy: GB
 OFFICIAL RECORD
 Requested By:
FIRST AMERICAN TITLE MIN
 Douglas County - NV
 Karen Ellison - Recorder
Page: 1 of 7 Fee: 20.00
BK-410 PG-6055 RPTT: 399.75

APN #1220-21-510-071

R.P.T.T. \$ 1053¹⁰

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE WITNESSETH:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Grantors, DENNIS P. CLARK and NANCY BEASLEY CLARK, Trustees of THE CLARK FAMILY TRUST AGREEMENT dated 9/28/05 also known as DENNIS CLARK and NANCY CLARK, husband and wife, as joint tenants (whose address is P.O. Box 909, Gardnerville, NV 89410)

do hereby grant, bargain, sell and convey to:

Grantee, ELAINE J. OLSON, as Trustee of THE ELAINE J. OLSON TRUST, dated December 20, 1989 (whose address is P. O. Box 1298, Zephyr Cove, NV 89448)

and to the heirs and assigns of such Grantee forever, all that certain real property in the County of Douglas, State of Nevada, bounded and described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF,

Together with all and singular the tenements, hereditaments and appurtenances, including easements and water rights, if any, thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

THIS DEED is an absolute conveyance, Grantors having sold the real property above-described to Grantee for a fair and adequate consideration, such consideration, in addition to that above recited, being full satisfaction of all obligations secured by that certain Deed of Trust executed by DENNIS CLARK and NANCY CLARK, husband and wife as Joint Tenants (whose address is P.O. Box 909, Gardnerville, NV 89410) as Trustors, to Stewart Title of Douglas County, a Nevada Corporation as Trustee, for ELAINE J. OLSON, as Trustee of THE ELAINE J. OLSON TRUST, dated December 20, 1989 (whose address is P. O. Box 1298, Zephyr Cove, NV 89448), Beneficiary, and recorded on October 12, 2006 in Book 1006, page 4294 as Document #0686272 of Official Records of Douglas County, Nevada records (the "Deed of Trust").

Grantors declare 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.



PG-6056

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

Dated: April <u>30</u>, 2010

Grantors:

Merch

DENNIS CLARK

Grantee:

AINE J. OLSON, Trustee

NANCY BEASLEY CLARK, Trustee

Aka NANCY CLARK

ACKNOWLEDGMENT

STATE OF NEVADA

ss.

COUNTY OF DOUGLAS

On April 20, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared DENNIS P. CLARK, Trustee, also known as DENNIS CLARK and NANCY BEASLEY CLARK, Trustee, also known as NANCY CLARK, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

RISHELE L. THOMPSON Notary Public - State of Nevada Appointment Recorded in Douglas County No: 99-54931-5 - Expires April 10, 2011

STATE OF NEVADA) ss. COUNTY OF DOUGLAS)

On April ____, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared ELAINE J. OLSON, Trustee, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Exhibit A

All that real property in the County of Douglas, State of Nevada, being Assessor's Parcel Number 1220-21-510-071, specifically described as:

Lot 320, as shown on the official map of GARDNERVILLE RANCHOS UNIT NO. 6, filed for record on May 29, 1973, in the office of the County Recorder of Douglas County, Nevada as Document No. 66512.



EXHIBIT "A"

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

LOT 320, AS SHOWN ON THE OFFICIAL MAP OF GARDNERVILLE RANCHOS UNIT NO. 6, FILED FOR RECORD ON MAY 29, 1973, IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 66512.



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ESTOPPEL AFFIDAVIT

State of Nevada)	
)	SS
County of Douglas)	

DENNIS P. CLARK and NANCY BEASLEY CLARK, individually and as Trustees of the CLARK FAMILY TRUST AGREEMENT, dated 9/28/05, hereinafter referred to as "Grantor" jointly and severally, being first duly sworn, depose and say:

1. Grantor is the identical party who made, executed and delivered that certain deed to ELAINE J. OLSON, TRUSTEE OF THE ELAINE J. OLSON TRUST dated December 20, 1989 (hereinafter referred to as "Grantee", of even date herewith (hereinafter referred to as "the Deed"), conveying that certain real property (hereinafter referred to as "the Property") situate in the County of Douglas, State of Nevada, described as follows:

All that real property in the County of Douglas, State of Nevada, being Assessor's Parcel Number 1220-21-510-071, specifically described as:

Lot 320, as shown on the official map of GARDNERVILLE RANCHOS UNIT NO. 6, filed for record on May 29, 1973, in the office of the County Recorder of Douglas County, Nevada as Document No. 66512.

Commonly known as: 1426 Kimmerling, A and B, Gardnerville, Nevada

- 2. Grantor is and at all times mentioned herein has been a Nevada resident.
- 3. 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 is and 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.



4. The consideration for the Deed was, and is, (a) the full cancellation of all debts, obligations, costs, and charges (hereinafter collectively "Indebtedness") secured by the following described deed of trust (herein "Deed of Trust"), and (b) the reconveyance of the Deed of Trust:

A Deed of Trust dated October 9, 2006 executed by DENNIS CLARK and NANCY CLARK, husband and wife as joint tenants (whose address is P.O. Box 909, Gardnerville, NV 89410), with Stewart Title of Douglas County, a Nevada corporation as the Trustee, and ELAINE J. OLSON, TRUSTEE OF THE ELAINE J. OLSON TRUST dated December 20, 1989 (whose address is P.O. Box 1298, Zephyr Cove, NV 89448) as the Beneficiary, which Deed of Trust was recorded on October 12, 2006 in Book 1006, page 4294, as Document #0686272 of Official Records, Douglas County, Nevada, which secures a Note of even date therewith evidencing an obligation in the original principal amount of \$375,000.00.

- 5. 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 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 the 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.
- 6. 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.
- 7. 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 the sale or conveyance of the property other than the conveyance to Grantee; and there is no outstanding unrecorded deed of trust or deed to the Property to which Grantor is a party except the Deed to Grantee.
- 8. This Affidavit is made for the protection and benefit of the Grantee, its successors and assigns and all other parties hereafter dealing with or who may acquire an interest in the



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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 Grantors from personal liability for the Indebtedness, and particularly for the benefit of First American Title Co. which may insure the title to the Property thereon, and any other title company which may hereafter insure the title to the Property.

9. Your affiants 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: April $\underbrace{30}$, 2010

DENNIS P. CLARK aka DENNIS

CLARK

NANCY BEASLEY CLAR® aka

NANCY CLARK

SUBSCRIBED and SWORN to before me this 3D __ day of April, 2010

NOTARY PUBLIC in and for said

County and State



RISHELE L. THOMPSON
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 99-54931-5 - Expires April 10 2001