

APN: 1023-08-002-001  
RECORDING REQUESTED BY

Same as below

AND WHEN RECORDED MAIL TO  
PHH MORTGAGE SERVICES  
4001 LEADENHALL ROAD  
MT LAUREL, NJ 08054

1023-08-002-001



Space above this line for recorder's use only

Trustee Sale No. 10-0122-NV

Loan No. 0033981937

Title Order No. 4358748

The undersigned hereby affirms that there is no social security number contained in this document

## GRANT DEED IN LIEU OF FORECLOSURE

### The undersigned Grantor hereby declares:

The Grantee herein was the Beneficiary

The amount of the unpaid debt, together with cost, was \$567,019.00

The consideration for the transfer was \$ 0.00

The documentary transfer tax is \$2,213.25

For valuable consideration, receipt of which is hereby acknowledged, **STEPHEN J PETRANGELO AND JULIE A REVILLA PETRANGELO, AS TRUSTEES OF THE STEPHEN AND JULIE PETRANGELO FAMILY TRUST DATED OCTOBER 23, 2002** hereby grants to **PHH MORTGAGE CORPORATION** the following described real property in the city of **WELLINGTON**, County of **DOUGLAS**, State of **NEVADA**.

A PARCEL OF LAND SITUATED IN SECTION 8, TOWNSHIP 10 NORTH, RANGE 23 EAST, M.D.B.&M., IN DOUGLAS COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 10 NORTH, RANGE 23 EAST, M.D.B.&M., DOUGLAS COUNTY, NEVADA.

**Situs:** 4620 OBSIDIAN DRIVE, WELLINGTON, NV 89444

This Deed is an absolute conveyance, the grantors having sold the said property to the grantee for a fair and adequate consideration, such consideration in addition to that above recited being full satisfaction of all obligation secured by the Deed of Trust dated 12-20-2005 and executed by **STEPHEN J PETRANGELO AND JULIE A REVILLA PETRANGELO, AS TRUSTEES OF THE STEPHEN AND JULIE PETRANGELO FAMILY TRUST DATED OCTOBER 23, 2002** as Trustors, to FIRST AMERICAN TITLE a corporation, as Trustee, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR LENDER**, recorded in the Office of the County Recorder of DOUGLAS County, on the 12-23-2005,



as Instrument No. 0664319. The grantors declare that this conveyance is freely and fairly made and that there are no agreements, oral or written, other than this Deed between grantors and grantee with respect to said land.

Date: May 21, 2010

  
STEPHEN J PETRANGELO, AS TRUSTEES

  
JULIE A REVILLA PETRANGELO, AS TRUSTEE

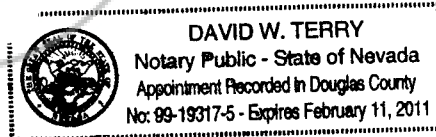
STATE OF NEVADA } ss  
COUNTY OF Douglas }

On June 4<sup>th</sup> 2010 before me, David W Terry, a Notary Public in and for said county personally appeared **STEPHEN J PETRANGELO AND JULIE A REVILLA PETRANGELO** who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument 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 instrument 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 **NEVADA** that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

  
Notary Public in and for said County and State





## AGREEMENT FOR DEED AND ESTOPPEL AND SOLVENCY AFFIDAVIT

Trustee Sale No. 10-0122-NV

Loan No. 0033981937

Title Order No. 4358748

The undersigned hereby affirms that there is no social security number contained in this document

STATE OF NEVADA  
COUNTY OF DOUGLAS )ss

**STEPHEN J PETRANGELO AND JULIE A REVILLA PETRANGELO, AS TRUSTEES OF THE STEPHEN AND JULIE PETRANGELO FAMILY TRUST DATED OCTOBER 23, 2002**, being first duly and separately sworn each for himself and herself, depose and say:

That they are the identical parties who made, executed and delivered that certain deed to **PHH MORTGAGE CORPORATION** dated May 21, 2010, conveying the following described property to wit:

A PARCEL OF LAND SITUATED IN SECTION 8, TOWNSHIP 10 NORTH, RANGE 23 EAST, M.D.B.&M., IN DOUGLAS COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 10 NORTH, RANGE 23 EAST, M.D.B.&M., DOUGLAS COUNTY, NEVADA.

**Situs:** 4620 OBSIDIAN DRIVE, WELLINGTON, NV 89444

That the aforesaid deed was an absolute conveyance of the title to said premises to the grantee names therein in effect as well as in form and was and is not intended as a mortgage, trust conveyance, or security of any kind, and that possession of the said premises will be surrendered to the grantee as of May 21, 2010; that the consideration in aforesaid deed was the full cancellation of all debts, obligation, costs and charges heretofore existing under and by virtue of the terms of certain mortgage (in default) heretofore existing on the property therein and hereinbefore described executed by **STEPHEN J PETRANGELO AND JULIE A REVILLA PETRANGELO, AS TRUSTEES OF THE STEPHEN AND JULIE PETRANGELO FAMILY TRUST DATED OCTOBER 23, 2002** as mortgagors, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR LENDER as mortgagee, dated 12-20-2005 and recorded on 12-23-2005 as Instrument Number 0664319, Book Page , DOUGLAS County Records and the cancellation of record of said mortgage.



That the aforesaid deed and conveyance made by these deponents was their free and voluntary act; that at the time of making said deed these deponents felt and still feel that the mortgage indebtedness above mentioned represented the fair value of the property so deeded; that said deed was not given as a preference against any other creditors of 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 the grantee referred to herein or the mortgagee and the servicing agent interested, either directly or indirectly in said premises; that these deponents are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that has been created or exists against the premises described in said deed; and that deponents in offering to execute the aforesaid deed to the grantee therein, and in executing same, were not acting under any duress, undue influence, misapprehension or misrepresentation, and that it was the intention of these deponents did convey to the grantee therein all their right, title and interest absolutely in and to the premises described in said deed.

That the aforesaid deed and conveyance made by this deponent was executed and delivered with the express understanding that it does not operate, even though placed of record, to effect such a merger of interest as to extinguish the mortgage lien, and that its receipt by the grantee does not constitute legal delivery and shall be of no binding force or effect whatsoever until such time as the grantee consents to the acceptance of such deed, such consent to be evidenced by the acceptance and approval of the title by **PHH MORTGAGE CORPORATION**, whichever has guaranteed or insured the mortgage on said premises. The receipt or acceptance of said deed as aforesaid, shall in no way restrict the right of the mortgagee (or its nominee), or the right of its successor in interest, to foreclose the mortgage debt if foreclosure is deemed desirable, From and after the May 21, 2010, deponent also assigns, transfers and sets over the mortgagee any rentals then owing or which may thereafter become due from any occupant or occupants of said property.

That they own no other property which is subject to a mortgage held or insured by **PHH MORTGAGE CORPORATION**, except the following:

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This affidavit is made for the protection and benefit of the aforesaid mortgagee, its successors and assigns, all other parties hereinafter dealing with or who may acquire any interest in the property described in the aforesaid deed, shall bind the respective heirs, executors, administrators and assigns of the undersigned.



\_\_\_\_\_  
(WITNESS)

*Stephen J Petrangelo*  
STEPHEN J PETRANGELO, AS TRUSTEES

\_\_\_\_\_  
(WITNESS)

*Julie A Revilla Petrangelo*  
JULIE A REVILLA PETRANGELO, AS TRUSTEE

STATE OF NEVADA

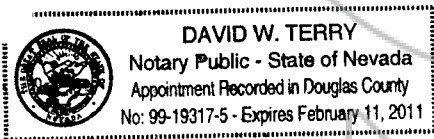
COUNTY OF DOUGLAS

On June 4<sup>th</sup> 2010 before me, David W Terry, a Notary Public in and for said county personally appeared **STEPHEN J PETRANGELO AND JULIE A REVILLA PETRANGELO** who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument 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 instrument 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 NEVADA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

*David W Terry*  
Notary Public in and for said County and State  
(signature)





# MECHANICS AND TITLE AFFIDAVIT

Trustee Sale No. 10-0122-NV

Loan No. 0033981937

Title Order No. 4358748

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APN: 1023-08-002-001

STATE OF NEVADA

) ss

COUNTY OF DOUGLAS

**STEPHEN J PETRANGELO AND JULIE A REVILLA PETRANGELO, AS TRUSTEES OF THE STEPHEN AND JULIE PETRANGELO FAMILY TRUST DATED OCTOBER 23, 2002** being first duly and severally sworn upon their separate oath, depose and say that they are the true and lawful owners of the following described premises, as situated in the County of **DOUGLAS**, State of **NEVADA**:

A PARCEL OF LAND SITUATED IN SECTION 8, TOWNSHIP 10 NORTH, RANGE 23 EAST, M.D.B.&M., IN DOUGLAS COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 10 NORTH, RANGE 23 EAST, M.D.B.&M., DOUGLAS COUNTY, NEVADA.

**Situs:** 4620 OBSIDIAN DRIVE , WELLINGTON, NV 89444

Affiants state that up to this date no contracts for the furnishing of labor or materials on the foregoing premises have been made, no improvements or repairs have been made on the premises described above or upon any building on said land, nor any materials which have not been fully paid for been furnished for use upon said land or any building thereon, and that no contract of any kind has been made, nor anything improvement thereof, in consequence of which any lien may be claimed or enforced against said land under the Mechanic's Lien Laws of the state in which the foregoing property is located.

Affiants further state that no agreement or contract for conveyance, or deed for conveyance, or written lease, or writing whatsoever, is or are in existence adversely affecting the title to said premises except as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiants further state that they make this affidavit for the purposes of inducing the mortgagee or **PHH MORTGAGE CORPORATION**, as the case may be, to accept a voluntary conveyance of the above described premises.



Subscribed and sworn to before me this 4<sup>th</sup> day of June 2010,

Stephen J Petrangelo  
**STEPHEN J PETRANGELO, AS TRUSTEES**

Julie A Revilla Petrangelo  
**JULIE A REVILLA PETRANGELO, AS TRUSTEE**

STATE OF NEVADA

COUNTY OF: Douglas

On June 4<sup>th</sup> 2010 before me, David W Terry,  
a Notary Public in and for said county personally appeared **STEPHEN J PETRANGELO AND JULIE A REVILLA PETRANGELO** who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument 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 instrument 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 **NEVADA** that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

David W Terry  
Notary Public in and for said County and State  
(signature)

