OFFICIAL RECORD Requested By: Western Title Company Douglas County - NV Karen Ellison - Recorder **APN#**: 1220-04-111-010 Fee: Page: 1 of 6/ \$19.00 Recording Requested By: BK-911 PG-1909 RPTT: 31.20 Western Title Company, Inc. **Escrow No.:** 042725-MHK When Recorded Mail To: Jack Wyle 1465 Calley Pequeno Gardnerville, NV 89410 Mail Tax Statements to: (deeds only) (space above for Recorder's use only) I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per,NRS 239B.030) Signature **Escrow Officer** Mkelsh

789422

09/13/2011 03:14PM Deputy: GB

DOC #

Estoppel Affidavit
Deed in Lieu of Foreclosure

This page added to provide additional information required by NRS 111.312 (additional recording fee applies)



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APN: 1220-04-111-010

WHEN RECORDED MAIL TO: Jack Wyle 1465 Calley Pequeno Gardnerville NV

DEED IN LIEU OF FORECLOSURE

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, STEHEN P. BOTELHO, a single man, does hereby GRANT, BARGAIN and SELL to JACK R. WYLE and MARY L. WYLE, Trustees of THE WYLE REVOCABLE TRUST, Dated May 26, 1993 and revised on October 9, 2000 (Grantee), the real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 9, as shown on the map of KINGSLANE UNIT NO. 1, filed in the office of the County Recorder of Douglas County, State of Nevada, on December 26, 1968, as Document No. 43243.

TOGETHER WITH all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

THIS DEED is an absolute conveyance, Grantor having sold the real property abovedescribed to Grantee for a fair and adequate consideration, such consideration, in addition to that above recited, being full satisfaction of all obligations secured by Deed of Trust executed by STEHEN P. BOTELHO, a single man, to MARQUIS TITLE & ESCROW, INC., a Nevada corporation, Trustee for JACK R. WYLE and MARY L. WYLE, Trustees of THE WYLE REVOCABLE TRUST, Dated May 26, 1993 and revised on October 9, 2000, Beneficiary, and recorded in the Official Records, Douglas County, Nevada, as Document No. 0755314 (Deed of Trust).

Grantor declares 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.

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: 9-1-11	1
	Jan Ban
	STEHEN P. BOTELHO, GRANTOR
STATE OF NEVADA) ss:	\ \
COUNTY OF DOUGLAS)	
This instrument was acknowledged before me on	Spt 1, 2011, by STEHEN P.
Mary Kelsh	2-11-11-11-11-11-11-11-11-11-11-11-11-11
NOTARY PUBLIC ****	MARY KELSH Notary Public - State of Nevada Appointment Recorded in Douglas County
DATED: 9-1-11	
	JACK R. WYLE, TRUSTEE/GRANTEE
	MARY L. WYLE, TRUSTEE/GRANTEE
STATE OF //) ss:	
COUNTY OF DOUGIAS) ss:	\ \
This instrument was acknowledged before me on _	9-9, 2011, by JACK R. WYLE
and MARY L. WYLE.	
NOTARY PUBLIC	_
1445V KELSH	
Notary Public - State of Nevada Appointment Recorded in Douglas County No: 98-49567-5 - Expires November 6, 2014	

ESTOPPEL AFFIDAVIT

STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

STEHEN P. BOTELHO, being first duly sworn, deposes and says:

1. STEHEN P. BOTELHO, a single man (Grantor) is the identical party who made, executed and delivered that certain Deed to JACK R. WYLE and MARY L. WYLE, Trustees of THE WYLE REVOCABLE TRUST, Dated May 26, 1993 and revised on October 9, 2000 (Grantee), dated the 3/5t day of August, 2011 (Deed), conveying that certain real property situate in the County of Lyon, Nevada, described as follows:

Lot 9, as shown on the map of KINGSLANE UNIT NO. 1, filed in the office of the County Recorder of Douglas County, State of Nevada, on December 26, 1968, as Document No. 43243.

- 2. Grantor, STEHEN P. BOTELHO, is, and at all times, has been a Nevada resident.
- 3. The Deed is intended to be, and is, an absolute conveyance of 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.
- 4. 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 Deed of Trust, and (ii) the reconveyance of the Deed of Trust:

A Deed of Trust dated December 4, 2009, in which Grantor is the Trustor, MARQUIS TITLE & ESCROW, INC., a Nevada corporation, is the Trustee, and JACK R. WYLE and MARY L. WYLE, Trustees of THE WYLE REVOCABLE TRUST, Dated May 26, 1993 and revised on October 9, 2000 are collectively the Beneficiary, which Deed of Trust was recorded on December 10, 2009, in the Official Records of Douglas County, Nevada, as Document No.0755314, which secures a note of even date therewith evidencing an obligation in the original principal amount of \$74,000.00.

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 Grantor as grantor in the Deed to convey, and by the Deed Grantor did convey, to the Grantee therein all the 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 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 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 personal liability for the indebtedness, and particularly for the benefit of OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, which is about to insure the title to the Property thereon, and any other title company which may hereafter insure title to the Property.

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9. 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.

10. Further affiant sayeth naught.

DATED: 91-11

SUBSCRIBED and SWORN to before me This / day of Sept., 20:

MARY KELSH Notary Public - State of Nevada Appointment Recorded in Douglas County No: 98-49567-5 - Expires November 6, 2014