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APN: 1121-05-511-012

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 4 Fee: 17.00
BK-0512 PG- 6675 RPIT: 0.00

WHEN RECORDED MAIL TO:

✓ HomeCO 2 LLC
2528 Business Parkway # B
Minden, NV 89423
1098075-TO / 2422856SC



DEED IN LIEU OF FORECLOSURE

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ROBERT R. KILEY, a single man, does hereby GRANT, BARGAIN and SELL to HOME2, LLC, a Nevada Limited Liability Company (Grantee), the real property situate in the County of Douglas, State of Nevada, described as follows:

A Leasehold Estate in and to the following:

Lot 35, as set forth on the Amended Record of Survey for PINEVIEW DEVELOPMENT, UNIT NO. 2, filed for record in the Office of the Douglas County Recorder on July 7, 2000, in Book 0700, Page 972, as Document No. 512460.

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 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 Deed of Trust executed by ROBERT R. KILEY, a single man, NORTHERN NEVADA TITLE COMPANY, a Nevada Corporation, Trustee for HOME2, LLC, a Nevada Limited Liability Company, Beneficiary, and recorded in the Official Records, Douglas County, Nevada, as Document No. 0729560 (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.

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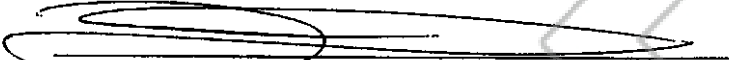
Grantee joins in the execution of this Deed for the purpose of evidencing that the Grantee hereby accepts this conveyance as being full satisfaction of all obligations secured by the Deed of Trust above-described

DATED: 5/24/12


ROBERT R. KILEY, GRANTOR

STATE OF ^{California C.107} NEVADA)
COUNTY OF Sacramento) ss:

This instrument was acknowledged before me on May 24th, 2012, by ROBERT R. KILEY.


NOTARY PUBLIC




DATED: 5/29/2012

HOME CO 2, LLC
A Nevada Limited Liability Company

By: 
Manager, GRANTEE

STATE OF NEVADA)
COUNTY OF Douglas) ss:

This instrument was acknowledged before me on 5/29, 2012, by Donald Jackson,
Manager


NOTARY PUBLIC



ESTOPPEL AFFIDAVIT

STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

ROBERT R. KILEY, being first duly sworn, deposes and says:

1. ROBERT R. KILEY (Grantor) is the identical party who made, executed and delivered that certain Deed to HOME CO 2, LLC, a Nevada Limited Liability Company (Grantee), dated the 24th day of MAY, 2012 (Deed), conveying that certain real property situate in the County of Douglas, Nevada, described as follows:

A Leasehold Estate in and to the following:

Lot 35, as set forth on the Amended Record of Survey for PINEVIEW DEVELOPMENT, UNIT NO. 2, filed for record in the Office of the Douglas County Recorder on July 7, 2000, in Book 0700, Page 972, as Document No. 512460.

2. Grantor, ROBERT R. KILEY, 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 agreement, and (ii) the reconveyance of the Deed of Trust:

A Deed of Trust dated September 3, 2008, in which Grantor is the Trustor, Northern Nevada Title Company, a Nevada corporation, is the Trustee, and HOME CO 2, LLC, a Nevada Limited Liability Company, is the Beneficiary, which Deed of Trust was recorded on September 8, 2008, in the Official Records of Douglas County, Nevada, as Document No. 0729560, which secures an obligation in the original principal amount of \$196,906.00.

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.
- 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.

DATED: 5/24/12


ROBERT R. KILEY

SUBSCRIBED and SWORN to before me
This 24th day of May, 2012.


NOTARY PUBLIC

