

DOC # 807657
08/20/2012 08:56AM Deputy: SG
OFFICIAL RECORD
Requested By:
First American National De
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: \$20.00
BK-812 PG-4400 RPTT: 758.55



Parcel ID No. 1420-07-610-007

Prepared by and after recording,
return document to:

THE COOPER CASTLE LAW FIRM, LLP
A Multi-Jurisdictional Law Firm
5275 S. Durango Dr.
Las Vegas, NV 89113

Accomodation

Mail Tax Statements to:
BAC Home Loans Servicing, LP
400 National Way
Simi Valley, CA 93065

6539556 A1

DEED IN LIEU OF FORECLOSURE

The Grantee herein is the Beneficiary
Transfer Tax: \$758.55
Property is in Carson City, County of Douglas.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Rebecca K. Neighbors ("Grantor" and/or "Trustor") hereby GRANTS to **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-57CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-57CB**, ("Grantee" and/or "Beneficiary"), the land referred to herein below, situated in Carson City, County of Douglas, State of Nevada, and is described as follows:

See legal description attached hereto as Exhibit "A".

Parcel ID Number: 1420-07-610-007 which currently has the address and is commonly known as 3568 Haystack Drive, Carson City, Nevada 89705.

This deed is an absolute conveyance, the Grantor having fully conveyed said land to the Grantee for fair and adequate consideration and full satisfaction of Grantor's obligations to Beneficiary under the Deed of Trust. The obligations secured by the deed of trust executed by Rebecca K. Neighbors, as Trustor, Western Title Company, Inc., as Trustee, and Mortgage Electronic Registration Systems, Inc. as beneficiary, dated September 28, 2005, and recorded on October 7, 2005, as Document No. 0657268 in the Official



Records of the Recorder's Office in Douglas County, Nevada, have not been paid in full, but are hereby fully satisfied.

By accepting this deed, Grantee specifically intends that a merger of title shall not occur and that the deed of trust shall continue as a lien on the property until it is reconveyed.

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 this land.

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 this land.



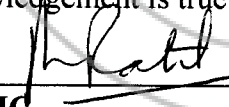
REBECCA K. NEIGHBORS
 Grantor/Trustor

Date 7/17/12

Acknowledgement

State of CALIFORNIA)
) ss.
 County of PLACER)

On 17th JULY, 2012, before me the undersigned, a Notary Public in and for said County and State, personally appeared **Rebecca K. Neighbors**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within Instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the Instrument, executed the Instrument. I certify under penalty of perjury under the laws of the State of CALIFORNIA that the foregoing Acknowledgement is true and correct.



NOTARY PUBLIC



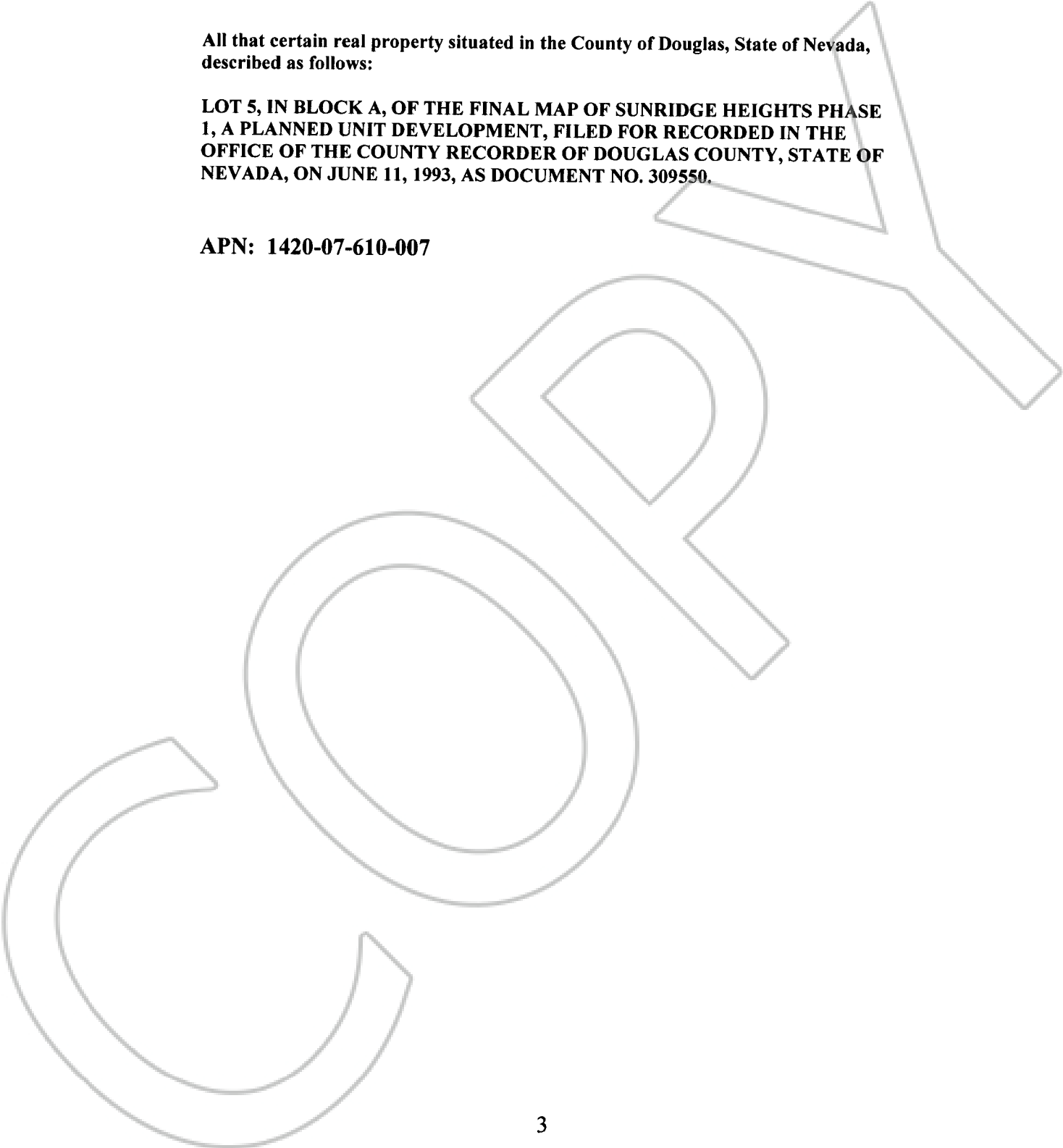


EXHIBIT "A"

**All that certain real property situated in the County of Douglas, State of Nevada,
described as follows:**

**LOT 5, IN BLOCK A, OF THE FINAL MAP OF SUNRIDGE HEIGHTS PHASE
1, A PLANNED UNIT DEVELOPMENT, FILED FOR RECORDED IN THE
OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF
NEVADA, ON JUNE 11, 1993, AS DOCUMENT NO. 309550.**

APN: 1420-07-610-007





ESTOPPEL AFFIDAVIT

Rebecca K. Neighbors an unmarried woman, ("Affiant"), being first duly sworn, depose and say: That Affiant made, executed and delivered the Deed of Trust existing on the property executed by Rebecca K. Neighbors, as Trustor, with Western Title Company, Inc., as Trustee, and Mortgage Electronic Registration Systems, Inc. as beneficiary, dated September 28, 2005, and recorded on October 7, 2005, as Document No. 0657268 in the Official Records of the Recorder's Office in Douglas County, Nevada, as identified in the foregoing Deed in Lieu of Foreclosure. Further, Affiant made, executed and delivered the foregoing deed in lieu of foreclosure to The Bank of New York Mellon fka The Bank of New York, as Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust 2005-57CB, Mortgage Pass-Through Certificates, Series 2005-57CB, conveying the following described property, to-wit:

See Legal Description attached hereto as Exhibit "A".

Parcel ID Number: 1420-07-610-007 which currently has the address and is commonly known as 3568 Haystack Drive, Carson City, Nevada 89705;

That the aforesaid deed is intended to be and is an absolute conveyance of title to the Property to said Grantee named therein and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of Affiant as Grantor in said deed to convey, and by said deed this Affiant did convey to the Grantee therein all right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to the Grantee;

That in offering to execute and deliver and in the execution and delivery of the Deed in Lieu of Foreclosure, Affiants were not acting under any misapprehension as to the effect thereof, nor under any duress, undue influence, or misrepresentation by the Grantee or any agent of the Grantee, and that Affiant acted freely and voluntarily;

That Affiant acknowledges and understand the value of the real property may be insufficient to fully satisfy the indebtedness under the subject promissory note, that conveyance of title to Grantee by this Deed in Lieu of Foreclosure will cause unpaid portions of the debt to be forgiven, and will be a full satisfaction and extinguishment of the amounts due and owing under the subject promissory note;

That Affiant acknowledges and understand that the resolution of this debt by means other than payment may still be reported to credit reporting agencies, that the reporting of past delinquencies to credit reporting agencies will not be removed, and that there may be tax consequences for any debt that is forgiven;



That in consideration for said deed was and is the cancellation of all debts, obligations, costs, and charges secured by that certain Deed of Trust heretofore existing properly executed by Rebecca K. Neighbors, as Trustor, with Western Title Company, Inc., as Trustee, and Mortgage Electronic Registration Systems, Inc. as beneficiary, dated September 28, 2005, and recorded on October 7, 2005, as Document No. 0657268 in the Official Records of the Recorder's Office in Douglas County, Nevada, and the reconveyance of said property under said Deed of Trust; that at the time of making said deed Affiant believed and now believes that the aforesaid consideration therefore represents the fair value of the property so deeded;

That the Deed in Lieu of Foreclosure was made by Affiant as the result of her request that the Grantee accept such Deed in Lieu of Foreclosure;

That the Deed in Lieu of Foreclosure was the free and voluntary act of the Affiant;

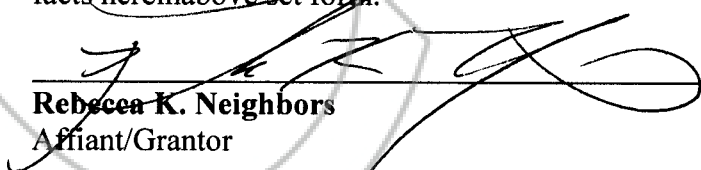
That the Deed in Lieu of Foreclosure was not given as a preference against any other creditors of Affiant;

That at the time the Deed in Lieu of Foreclosure was given there was no other person or persons, firms, corporations or partnerships other than the Affiant interested, either directly or indirectly, in the Property, that Affiant has no other creditors whose rights would be prejudiced by the Deed in Lieu of Foreclosure, and that the Affiant is not obligated upon any bond or other Deed of Trust whereby any lien has been created or exists against the Property described in the Deed in Lieu of Foreclosure;

That it is Affiant's intention, as Grantor in the Deed in Lieu of Foreclosure, to sell and convey, and by the Deed in Lieu of Foreclosure, Affiant did sell and convey, to the Grantee all of her right, title, and interest in and to the Property;

This affidavit is made for the protection and benefit of the Grantee in said Deed in Lieu of Foreclosure, its 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 any title company which may hereafter insure the title to said property in reliance thereon;

Affiant will testify, declare, depose, or certify before any competent tribunal, officer, or person, now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.


Rebecca K. Neighbors
Affiant/Grantor

Date 7/17/12



Acknowledgement

State of CALIFORNIA)
) ss.
County of PLACER)

On 17th JULY, 2012, before me the undersigned, a Notary Public in and for said County and State, personally appeared **Rebecca K. Neighbors**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within the Estoppel Affidavit and acknowledged to me that she executed the same in her authorized capacity, and that by her signatures on the Instrument, executed the Instrument. I certify under penalty of perjury under the laws of the State of CALIFORNIA that the foregoing Acknowledgement is true and correct.

NOTARY PUBLIC





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