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APN: 1022-18-001-045

DOC # 0808250
08/30/2012 09:32 AM Deputy: PK
OFFICIAL RECORD
Requested By:
LORNA STILSON

Douglas County - NV Karen Ellison - Recorder

Page: 1 Of 6 Fee: 19.00 BK-0812 PG-7414 RPTT: 230 10

-0812 PG- 7414 RPTT: 230.10

WHEN RECORDED MAIL TO:

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## DEED IN LIEU OF FORECLOSURE

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JOHN FRANK, an unmarried man, and KAREN R. CRUZ, an unmarried woman, (Grantors) do hereby GRANT, BARGAIN and SELL to LORNA STILSON, Successor Trustee of the Trusts created under the terms of that certain Trust Agreement dated April 7, 1983, executed by John Funez and Dorothy H. Funez as Donors and Trustees (Grantee), the real property situate in the County of Douglas, State of Nevada, described as follows:

## SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

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 JOHN FRANK, an unmarried man, and KAREN R. CRUZ, an unmarried woman, to MARQUIS TITLE & ESCROW, INC., a Nevada corporation, Trustee for John Funez and Dorothy H. Funez as Donors and Trustees of the Trusts created under the terms of that certain Trust Agreement dated April 7, 1983, and recorded in the Official Records, Douglas County, Nevada, in Book 0809, Page 665 as Document No. 0748304 (Deed of Trust) re-recorded in Book 1009, Page 2152 as Document No. 0752074, and subsequently assigned to LORNA STILSON, Successor Trustee of the Trusts created under the terms of that certain Trust Agreement dated April 7, 1983, executed by John Funez and Dorothy H. Funez as Donors and Trustees and recorded in the Official Records of Douglas County, Nevada, in Book 0212, Page 3730 as Document No. 0797571.

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.

STATE OF TEXAS

No Commission Expires 8-15-2015

hereby accepts this conveyance as being full satisfaction of all obligations secured by the Deed of Trust above-described DATED: 8-7-12 JOHN FRANK KAREN R. CRUZ, GRANTOR STATE OF NEVADA ) ss: **COUNTY OF DOUGLAS** 2012, by JOHN FRANK and This instrument was acknowledged before me on NOTARY PUBLIC STATE OF NEVADA County of Douglas SHANNON DECORSE Appt. No. 06-109021-5 My Appt Expires October 2, 2014 DATED: LORNA STILSON, TRUSTEE/GRANTEE STATE OF ) ss: COUNTY OF DOWIE This instrument was acknowledged before me on  $00^{\circ}$  4, 2012, by LORNA STILSON. JENNIFER BROOKE LUSTER **NOTARY PUBLIC** 

Grantee joins in the execution of this Deed for the purpose of evidencing that the Grantee

## ESTOPPEL AFFIDAVIT

STATE OF NEVADA	)
	) ss
COUNTY OF DOUGLAS	)
	<i>b</i>

JOHN FRANK and KAREN R. CRUZ, being first duly sworn, depose and says:

JOHN FRANK and KAREN R. CRUZ (Grantor) are the identical parties who made, executed and delivered that certain Deed to LORNA STILSON, Successor Trustee of the Trusts created under the terms of that certain Trust Agreement dated April 7, 1983, executed by John Funez and Dorothy H. Funez as Donors and Trustees (Grantee), dated the \_\_\_\_\_\_ day of August, 2012 (Deed), conveying that certain real property situate in the County of Douglas, Nevada, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

- 2. Grantor, JOHN FRANK and KAREN R. CRUZ, are, and at all times, have been Nevada residents.
- 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 July 30, 2009, in which Grantor is the Trustor, MARQUIS TITLE & ESCROW, INC., a Nevada corporation, is the Trustee, and John Funez and Dorothy H. Funez as Donors and Trustees of the Trusts created under the terms of that certain Trust Agreement dated April 7, 1983, and recorded in the Official Records, Douglas County, Nevada, in Book 0809, Page 665 as Document No. 0748304 (Deed of Trust) re-recorded in Book 1009, Page 2152 as Document No. 0752074, and subsequently assigned to LORNA STILSON, Successor Trustee of the Trusts created under the terms of that certain Trust Agreement dated April 7, 1983, executed by John Funez and Dorothy H. Funez as Donors and Trustees, which secures a note of even date therewith evidencing an obligation in the original principal amount of \$265,857.00.

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 STEWART TITLE OF CARSON CITY which is about to insure the title to the Property thereon, and any other title company which may hereafter insure title to the Property.

 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.

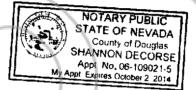
DATED: 8/7/12

JOHN FRANK, AFFIANT

KAREN R. CRUZ, AFFIANT

SUBSCRIBED and SWORN to before me This day of \_\_\_\_\_\_, 2012

NOTARY PUBLIC



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## **EXHIBIT "A"**

A parcel of the East ½ of Section 18, Township 10 North, Range 22 East, M.D.B. & M., further described as follows:

COMMENCING at the 1/4 corner common to Section 17 and 18, Township 10 North, Range 22 East, M.D.B. & M.:

Thence along the Section line North 00°13'20" West 252.48 feet;

Thence North 40°38'00" West 351.11 feet:

Thence South 67°20'79" West 838.72 feet:

Thence North 20°32'15" West 112.64 feet;

Thence North 68°37'49" East 250,00 feet to the POINT OF BEGINNING of Parcel "A";

Thence North 20°32'15" West 179.33 feet:

Thence North 04°33'00" West 173.54 feet:

Thence North 85°27'00" East 90.00 feet:

Thence South 82°17'07" East 97.45 feet;

Thence South 04°33'00" East 284.17 feet:

Thence South 68°37'49" West 141.91 feet to the POINT OF BEGINNING.

Also shown as Parcel "A" on that Amended Parcel Map for ARGUS J. AND JUANITA G. CAPPS, as recorded October 28, 1975, in Book 1075, Page 1102, Document No. 84096, Official Records of Douglas County, State of Nevada.

Assessors Parcel No. 1022-18-001-045

This document was previously recorded on September 10, 2004, in Book 0904, Page 3578, as Document No. 623823, Official Records of Douglas County, Nevada.