

DOC # 808766

09/07/2012 03:22PM Deputy: AR

OFFICIAL RECORD

Requested By:

Ticor Title - Reno (Title)

Douglas County - NV

Karen Ellison - Recorder

Page: 1 of 9 Fee: \$47.00

BK-912 PG-1518 RPTT: 805.35



After recorded Return to:

Bank of America
5401 N Beach St
Fort Worth, TX 76137

Mail Tax Statements to:

Bank of America
5401 N Beach St
Fort Worth, TX 76137

T& B File No. 12-72826 /Loan number 183121897 /Goss

WARRANTY DEED IN LIEU OF FORECLOSURE OR TRUSTEE'S SALE

APN: 1220-03-212-016
01201585-TD

COPY

WHEN RECORDED MAIL TO:



BK 912
PG-1519

808766 Page: 2 of 9 09/07/2012

TIFFANY & BOSCO, P.A.
Michael A. Bosco, Jr.
2525 East Camelback Road, Suite 300
Phoenix, Arizona 85016

Loan No. :183121897

Title No. :

EXEMPT FROM AFFIDAVIT

T&B No.: 12-72826

ARS 11-1134(B)(1)

RPTT #805.35

**WARRANTY DEED IN LIEU OF FORECLOSURE
OR TRUSTEE'S SALE**

FOR GOOD AND VALUABLE CONSIDERATION hereinafter set forth, the receipt of which is hereby acknowledged, I, or we:

Larry Goss and Catherine Goss, husband and wife as joint tenants

hereinafter called Grantor, do hereby grant and convey to:

BANK OF AMERICA, N.A. SUCCESSOR BY MERGER TO
BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP

hereinafter called Grantee, the following legally described real property situated in Douglas County, Arizona:

LOT 16 BLOCK 'G', FINAL SUBDIVISION MAP LDA 01-047, PLANNED UNIT DEVELOPMENT FOR ARBOR GARDENS, PHASE 3, FILED NOVEMBER 19, 2004 IN BOOK 1104 PAGE 9523, AS DOCUMENT NO. 629883 AND BY CERTIFICATE OF AMENDMENT RECORDED AUGUST 30, 2005 IN BOOK 0805 PAGE 14668 AS DOCUMENT NO. 653714 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

subject to current taxes, assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

The title of said property is hereby warranted by Grantor against all persons whomsoever, subject to the matters above set forth. It is further warranted and covenanted by Grantor is executing this Deed, and agreed by Grantee in accepting it, as follows:



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12-72826

1. That the consideration for the execution of this Deed consists of:

(A) Full satisfaction of record of that certain Deed of Trust described as follows:

Dated : 2/25/2008

Recorded: 3/3/2008

Inst. No./Docket-Page: Book 0308, Page 0356 as Document No. 0718989

Trustor: Larry Goss and Catherine Goss, husband and wife as joint tenants

Amount: \$365,700.00

And the surrender and cancellation of the Note and Notes, or other evidence of debt secured by said Deed of Trust;

(B) The full and absolute release of Grantor from all liability on any and all promissory notes, debts, obligations, costs or charges, the payments of which was accrued either by the Deed of Trust or encumbrances on the same property which may have been assumed or created by Grantor as an obligation at the time of or subsequent to Grantor's acquisition of the title to said property, and which last mentioned other Deed of Trust or encumbrance, if any, with the debts and obligations thereby secured, Grantee has assumed and agreed to pay by specific provisions hereinbefore set forth in this Deed.

2. That the total consideration set forth in paragraph 1 above for the execution of this Deed is equal to and represents the fair value of the real property described herein and includes the fair and reasonable value for Grantor's interest in said property.

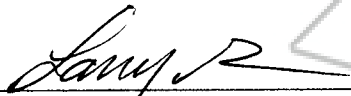
3. This Deed, given for the express consideration set forth in paragraph 1 above, is executed voluntarily and not as a result of duress and threats of any kind, and is bona fide and not given to hinder, delay or defraud the rights of creditors or contravene the bankruptcy laws of the United States.

4. This Deed is not given as security for the payment or repayment of money or indebtedness, or as security of any kind or nature, and there is no agreement or understanding, oral or written, between the Grantor and Grantee herein, or any other person whomsoever relative to a reconveyance of the above described property to said Grantor, or to a sale or conveyance to anyone else for the benefit of Grantor, or to any division of any proceeds realized from said property by sale or otherwise.



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12-72826

5. THAT THE ACTUAL POSSESSION OF THE PROPERTY HEREIN CONVEYED HAS BEEN SURRENDERED AND DELIVERED TO GRANTEE, and Grantor intends by this Deed to vest absolute and unconditional title to said property in Grantee, and forever to estop and bar Grantor's heirs, executors or administrators from having or claiming any right, title or interest of any nature whatsoever, either in law or in equity or in possession or in expectancy, in and to said property or any part thereof.



Larry Goss, Grantor




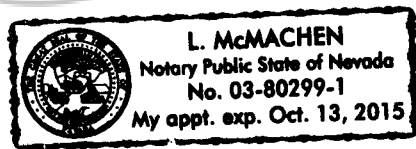
Catherine Goss, Grantor

STATE OF NV)
County of Clark)ss.

On 4/9, 2012, before me, Laura McMachen, a Notary Public for said State, personally appeared Larry + Catherine Goss personally known to me be (or 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.

WITNESS my hand and official seal.

Signature 






Page 4 of Warranty Deed in Lieu of Foreclosure or Trustee's Sale
12-72826


Our File No.: 12-72826
Loan No.: 183121897

**GRANTOR'S AFFIDAVIT
FOR WARRANTY DEED IN LIEU OF
FORECLOSURE AND TRUSTEE'S SALE**

Each undersigned Grantor named in the foregoing Warranty Deed in Lieu of Foreclosure, being first duly sworn upon oath, each for himself and not one for the other, deposes and says: That he/she has read the foregoing instrument and knows the contents thereof, and that every statement contained in the terms, warranties and covenants therein forth is true and correct of his/her own knowledge.



Larry Goss, Grantor



Catherine Goss, Grantor

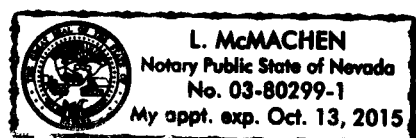
STATE of NV)

County of Clark)

On 4/19, 2012, before me, Laura McMachen, a Notary Public for said State, personally appeared Larry + Catherine Goss personally known to me be (or 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.

WITNESS my hand and official seal.

Signature L. McMachen





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12-40981

Our File No.: 12-72826
Loan No.: 183121897

**GRANTEE'S AFFIDAVIT
FOR WARRANTY DEED IN LIEU OF
FORECLOSURE AND TRUSTEE'S SALE
(corporate)**

That undersigned officer of Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP, being authorized to make this affidavit on behalf of said corporation, deposes and says:

That he/she has read the foregoing Warranty Deed in Lieu of Foreclosure or Trustee's Sale and knows the contents thereof; that every statement contained in the terms set forth therein is true and correct; and that by executing this affidavit he/she accepts said Warranty Deed and agrees to the terms contained therein on behalf of the corporation.

Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP

By: *Amanda Hubbard*
Its: _____

Amanda Hubbard
Assistant Vice President

STATE of _____)
County of _____)

On _____, 20____, before me, _____, a Notary Public for said State, personally appeared _____ personally known to me be (or 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.

WITNESS my hand and official seal.

SEE ATTACHED
Acknowledgment

Signature _____



ACKNOWLEDGMENT

State of California
County of Los Angeles

On MAY 10 2012 before me, Vicki Ann Barnes, Notary Public
(insert name and title of the officer)

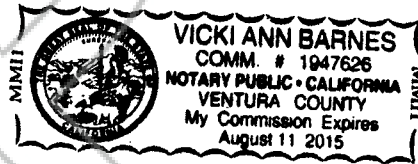
personally appeared Amanda Hubbard
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ 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 California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



183121897

Grantee's Affidavit
Warranty Deed in lieu of Foreclosure or Trustee Sale



ESTOPPEL AFFIDAVIT
(BY MARRIED PERSONS GIVING DEED IN LIEU OF FORECLOSURE)

STATE OF NEVADA }
COUNTY OF DOUGLAS } S.S.

Larry Goss and Catherine Goss, being first duly sworn, each for himself and herself, deposes and says:

That they are the identical parties who made, executed, and delivered that certain deed to Mortgage Electronic Registration Systems, Inc., solely as nominee for HOME LOAN CENTER, INC., DBA LENDINGTREE LOANS dated the 25th day of February, 2008, conveying the following described property, to wit:

Lot 16, Block G, as set forth on Final Subdivision Map LDA 01-047, Planned Unit Development for Arbor Gardens, Phase 3, filed for record in the Office of the County Recorder of Douglas County, State of Nevada on November 19, 2004, Book 1104, Page 9523, as Document No. 629883, and by Certificate of Amendment recorded August 30, 2005, and by Certificate of Amendment recorded August 30, 2005, Book 0805, Page 14668, as Document No. 653714.

That affiants now are, and at all times herein mentioned, were husband and wife;

That the aforesaid deed is intended to be and is an absolute conveyance of the title to said premises to the grantee named therein, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; and

That it was the intention of affiants as grantors in said deed to convey and by said deed these affiants did convey to the grantee therein all their right, title and interest absolutely in and to said premises; and

That possession of said premises has been surrendered to the grantee; and

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That the consideration for said deed was is payment to affiants of the sum of \$ -0 - by grantee, and the full cancellation of all debts, obligations, costs and charges secured by that certain deed of trust heretofore existing on said property executed by Larry Goss and Catherine Goss,



husband and wife as joint tenants, as Trustor, T.D. Service Company, as Trustee, for Mortgage Electronic Registration Systems, Inc., solely as nominee for Home Loan Center, Inc., DBA Lendingtree Loans, as Beneficiary, dated the 25th day of February, 2008, and recorded in Book Book 0308, Page 0356 as Document No. 0718989 of Official Records, in Douglas County, State of Nevada, and the reconveyance of said property under said deed of trust; and

That at the time of making said deed, affiants believed and now believe that the aforesaid consideration therefor represents the fair value of the property so deeded; and

This affidavit is made for the protection and benefit of the grantee in said deed, his 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 Chicago Title Insurance Title Company which is about to insure the title to said property in reliance thereon, and any other title company which may hereafter insure the title to said property; and

That affiants, and each of them will testify, declare, depose or certify under penalty of perjury 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.

Larry Goss
Larry Goss
Catherine Goss
Catherine Goss

State of Nevada
County of DOUGLAS CLARK

This instrument was acknowledged before me on 4/13/12 (date) Larry Goss and Catherine Goss (name(s) of person(s))

L. McMachen
(Signature of notarial officer)

(Seal, if any)

