

DOC # 813136
11/20/2012 08:51AM Deputy: AR
OFFICIAL RECORD
Requested By:
Rels Settlement Services
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: \$17.00
BK-1112 PG-5327 RPTT: 967.20



APN 1420-33-312-033
WHEN RECORDED MAIL TO:
RELS SETTLEMENT SERVICES
1 CORELOGIC DRIVE, BLDG 6 4TH FLOOR
WESTLAKE, TX 76262

MAIL TAX DOCUMENTS TO:
WELLS FARGO BANK, N.A.
ONE HOME CAMPUS, MAC X2303-033, 3RD FLOOR
DES MOINES, IA 50328

PREPARED BY:
HEATHER SPITZ, CHANGE OF TITLE, INC.
160 S. OLD SPRINGS ROAD, SUITE 260
ANAHEIM HILLS, CA 92808
RSS# 1179943

[Space Above This Line For Recording Data]

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, that **LANCE A. MODISPACHER AND KELLIE MODISPACHER, HUSBAND AND WIFE**, hereinafter called grantor, for **\$456,379.74** and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **WELLS FARGO BANK, N.A.**, whose address is ONE HOME CAMPUS, MAC X2303-033, 3RD FLOOR, DES MOINES, IA 50328, and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the County of DOUGLAS, State of Nevada, described as follows:

THE REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: LOT 216 AS SET FORTH IN THE FINAL MAP OF WILDHORSE UNIT NO. 6, A PLANNED UNIT DEVELOPMENT, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MARCH 15, 1994, IN BOOK 394, PAGE 2741 AS DOCUMENT NO. 332336. LEGAL DESCRIPTION TAKEN FROM: DEED RECORDED 02/14/2003 IN BOOK 0203 AT PAGE 05855 AS INSTRUMENT NO. 0567221. ASSESSOR'S PARCEL NO: 1420-33-312-033.

PROPERTY ADDRESS: 1269 WRANGLER CIR., MINDEN, NV 89423

TAX PARCEL NO: 1420-33-312-033

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not effect a merger of the fee ownership and the lien of the Deed of Trust described below. The fee and lien shall hereafter remain separate and distinct. By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forbear taking any action whatsoever to collect against grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "Deed of Trust") described below, other than by foreclosure of that mortgage; and, that in any proceeding to foreclose that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.



Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the Deeds of Trust described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of **\$456,379.74** and grantee's waiver of its right to bring an action against grantor based on the promissory notes secured by the Deeds of Trust hereinafter described and agreement not to name the grantor as a party to a foreclosure action as stated above with respect to that certain 1st Deed of Trust signed on 03/10/2006, recorded 04/11/2006 as Instrument No. 0672536 in Book 0406, page 3833 and that certain 2nd Deed of Trust signed on 04/22/2006, recorded 05/05/2006 as Instrument No. 0674271 in Book 0506, page 2604, by LANCE A. MODISPACHER AND KELLIE MODISPACHER, HUSBAND AND WIFE in favor of WELLS FARGO BANK, N.A., in real property records of DOUGLAS County, State of Nevada.

In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

See Estoppel Affidavit attached as Exhibit "A"

IN WITNESS WHEREOF, the grantor has executed this instrument on 31 day of Oct, 2012.

Lance A. Modispacher
LANCE A. MODISPACHER

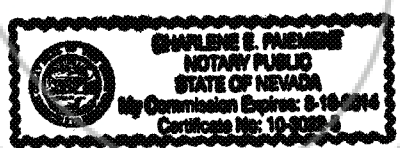
Kellie Modispacher
KELLIE MODISPACHER

_____ [Space Below This Line for Acknowledgement] _____

STATE OF NEVADA
COUNTY OF Douglas

This instrument was acknowledged before me on October 31, 2012 (date) by
LANCE A. MODISPACHER, and KELLIE MODISPACHER.

(SEAL)



Charlene E Paiement
Notary Public
Print Name: Charlene E Paiement
My Commission Expires: 8-18-2014



Exhibit "A"

ESTOPPEL AFFIDAVIT

STATE OF NEVADA)
)SS.
COUNTY OF DOUGLAS)

LANCE A. MODISPACHER AND KELLIE MODISPACHER, HUSBAND AND WIFE, ("Grantor"), being first duly sworn, depose and say: That they are identical parties who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **WELLS FARGO BANK, N.A. ("Grantee")**, dated Oct. 31, 2012 conveying the following described property, to-wit:

THE REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: LOT 216 AS SET FORTH IN THE FINAL MAP OF WILDHORSE UNIT NO. 6, A PLANNED UNIT DEVELOPMENT, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MARCH 15, 1994, IN BOOK 394, PAGE 2741 AS DOCUMENT NO. 332336. LEGAL DESCRIPTION TAKEN FROM: DEED RECORDED 02/14/2003 IN BOOK 0203 AT PAGE 05855 AS INSTRUMENT NO. 0567221. ASSESSOR'S PARCEL NO: 1420-33-312-033.

PROPERTY ADDRESS: 1269 WRANGLER CIR., MINDEN, NV 89423

TAX PARCEL NO. : 1420-33-312-033

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises 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 affiants as grantors in said deed to convey, and by said deed these affiants did convey to Grantee therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to Grantee;

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 aforesaid deed was not given as a preference against any other creditors of the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than Grantee who have an interest, either directly or indirectly, in said premises; that these deponents are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiants of the sum of **\$456,379.74**, by Grantee and Grantee's agreement to forbear taking any action against affiants to collect on the obligations secured by the Deeds of Trusts described below, other than by foreclosure of those Deeds of Trust and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The Deeds of Trust referred to herein were executed by LANCE A. MODISPACHER AND KELLIE MODISPACHER, HUSBAND AND WIFE to WELLS FARGO BANK, N.A. that certain 1st Deed of Trust signed on 03/10/2006, recorded 04/11/2006 as Instrument No. 0672536 in Book 0406, page 3833 and that certain 2nd



Deed of Trust signed on 04/22/2006, recorded 05/05/2006 as Instrument No. 0674271 in Book 0506, page 2604 of DOUGLAS County, State of Nevada.

At the time of making said deed in lieu of foreclosure affiants believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of Grantee, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiants, and each of them will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, or the truth of the particular facts hereinabove set forth.

I/WE (THE BORROWERS) UNDERSTAND THAT WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

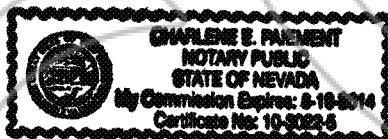
Dated: 10-31-12

Lance A. Modispacher
LANCE A. MODISPACHER

Kellie Modispacher
KELLIE MODISPACHER

Subscribed and sworn to before me this 31 day of October, 2012, by LANCE A. MODISPACHER AND KELLIE MODISPACHER.

(SEAL)



Charlene E. Paiement
Notary Public
Print Name: Charlene E. Paiement
My Commission Expires: 8-18-2014