

APN: 1320-30-812-025

Doc Number: **0815429**

12/31/2012 12:25 PM

OFFICIAL RECORDS

Requested By
L JAN PRINCE

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 4 Fee: \$ 17.00
Bk: 1212 Pg: 8317 RPTT \$ 436.80



Deputy sd

Recording requested by and mail documents and tax statements to:

✓ Leonard Jan Prince, Trustee
PO Box 2869
Gearhart, OR. 97138

DEED IN LIEU OF FORECLOSURE Grant, Bargain, Sale Deed

THIS INDEBTURE WITNESSETH THAT:

Shelley S. Toreson, Trustee of the Shelley S. Toreson Revocable Trust dated September 3, 2010, FOR VALUABLE CONSIDERATION AND SUBJECT TO THE TERMS OF THE ESTOPPEL AFFIDAVIT ATTACHED HERETO, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and convey to: Leonard Jan Prince, Trustee of the Leonard Jan Prince Revocable Trust dated March 27, 2003.

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

Lot 12 in Block B as shown on the map of MOUNTAIN GLEN PHASE I, in the County of Douglas, State of Nevada, filed in the office of the Douglas County Recorder, on December 28, 1987 in Book 1287, Page 3712 as Document No. 169542. Commonly known address 983 Aspen Grove Circle, Minden, NV. 89423.

Together with all singular tenements, hereditaments and appurtenances, including easements and water rights, if any, thereunto belonging or in anywise appertaining, any any revisions, 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 Shelley S. Toreson, a single woman, to Northern Nevada Title Company, a Nevada Corporation, Trustee for Leonard Jan Prince, Trustee of the Leonard Jan Prince Revocable Trust Dated March 27, 2003, Beneficiary, and recorded in the Official Records, Douglas County, Nevada, as Document No. 0755509 (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.

Grantee joints 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 31st day of December 2012

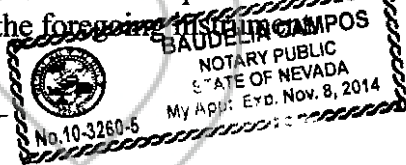
Shelley S. Toreson Trustee
Shelley S. Toreson, Trustee (Grantor) 1
Shelley S. Toreson Revocable Trust

State of Nevada

County of Douglas

On this 31st day of December, 2012, personally appeared before me, a Notary Public, Shelley S. Toreson, Trustee, Grantor, proved to me to be the person whose names is subscribed to the above instrument, that she executed the foregoing instrument.

[Signature]
NOTARY PUBLIC



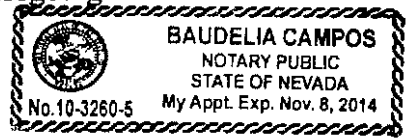
Shelley S. Toreson
Shelley S. Toreson, an individual

State of Nevada

County of Douglas

On this 31st day of December, 2012, personally appeared before me, a Notary Public, Shelley S. Toreson, an individual, proved to me to be the person whose names is subscribed to the above instrument, that she executed the foregoing instrument.

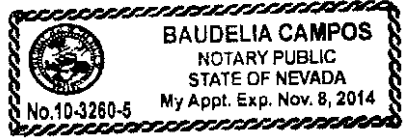
[Signature]
NOTARY PUBLIC



Leonard Jan Prince, Trustee
Leonard Jan Prince, Trustee/Grantee

On this 31st day of December, 2012, personally appeared before me, a Notary Public, Leonard Jan Prince, proved to me to be the person whose names is subscribed to the above instrument, that she executed the foregoing instrument.

[Signature]
NOTARY PUBLIC



ESTOPPEL AFFIDAVIT

State of Nevada

County of Douglas

Shelley S. Toreson, Trustee of the Shelley S. Toreson Revocable Trust dated September 3, 2010, (Grantor) being first duly sworn, deposes and says:

That Shelley S. Toreson, an individual, is the identical person who made, executed and delivered that certain Deed of Trust dated December 14, 2009 to Northern Nevada Title Company, as Trustee, for the benefit of Leonard Jan Prince, Trustee of the Leonard Jan Prince Revocable Trust dated March 27, 2003; and further that Shelley S. Toreson, an individual, transferred the property described on the Deed in Lieu of Foreclosure to the Shelley S. Toreson Revocable Trust dated September 3, 2010, recorded as Instrument No. 0769933 on September 3, 2010.

That Shelley S. Toreson, Trustee, is the identical party who executed and delivered that certain Deed in Lieu of Foreclosure to Leonard Jan Prince, Trustee of the Leonard Jan Prince Revocable Trust dated March 27, 2003, dated Dec. 31, 2012 conveying the property as described on the Deed in Lieu of Foreclosure.

That the aforesaid Deed is an absolute conveyance of the title to said property to the Grantee, and not a mortgage, trust conveyance, or security of any kind. AFFIANT CONVEYS TO THE GRANTEE ALL OF THE RIGHT, TITLE, INTEREST AND POSSESSION TO THE PROPERTY. That it was a free and voluntary act; that I am not acting under any coercion or duress; that the consideration for said Deed is the full cancellation of all debts, obligations, costs and charges secured by that certain Deed of Trust heretofore existing on said property, executed by Shelley S. Toreson, as Trustor, to Northern Nevada Title Company, as Trustee, for the benefit of Leonard Jan Prince, Trustee of the Leonard Jan Prince Revocable Trust dated March 27, 2003, as Beneficiary, which was recorded on 12/24/2009, as Instrument No. 0755509, in Book 1209, which secures a note of even date therewith evidencing an obligation in the original principal amount of \$239,901, of Official Records, Douglas County, Nevada and the reconveyance of that Deed of Trust. Affiant believes that the consideration represents fair value for the deeded property.

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 an 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.

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.

That this affidavit is made for the protection and benefit of the Grantee in the Deed, its successors and assigns and all other parties who may acquire an interest in the property herein described, and particularly for the benefit of any title company about to insure the title to said property, or any title company which may hereafter be instituted, to the truth of the particular facts herein above set forth.

That 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 herein above set forth.

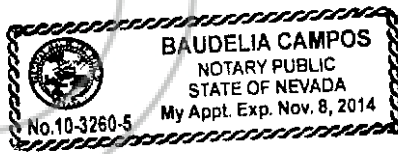
Further affiant sayeth naught.

DATED: December 31, 2012

Shelley S. Toreson
Shelley S. Toreson, an individual

SUBSCRIBED and SWORN to before me
This 31st day of December, 2012

[Signature]
NOTARY PUBLIC



Shelley S. Toreson Trustee
Shelley S. Toreson, Trustee

SUBSCRIBED and SWORN to before me
This 31st day of December, 2012

[Signature]
NOTARY PUBLIC

