

Parcel ID No. 1320-35-002-001

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

Mail Tax Statements to:  
U.S. Bank, National Association  
c/o Bank of America, N.A.  
275 S. Valencia Ave., 1<sup>st</sup> Floor  
Brea, CA 92823-6340

Accommodation

6557541

DOC # 815836

01/08/2013 10:14AM Deputy: SG

OFFICIAL RECORD

Requested By:

First American National De

Douglas County - NV

Karen Ellison - Recorder

Page: 1 of 5 Fee: \$18.00

BK-113 PG-1569 RPTT: 1571.70



### DEED IN LIEU OF FORECLOSURE

The Grantee herein is the Beneficiary.  
Transfer Tax: \$1,571.70  
Property is in the City of Gardnerville, County of Douglas.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Margaret M. Ziebell, as Trustee of The Margaret M. Ziebell and Peter D. Ziebell Family Trust Dated August 21, 2002 ("Grantor" and/or "Trustor") hereby GRANTS to **U.S. Bank, National Association, as Successor Trustee to Bank of America, N.A., Successor by Merger to Lasalle Bank, N.A., as Trustee for the Holders of the Thornburg Mortgage Securities Trust 2006-1**, ("Grantee" and/or "Beneficiary"), the land referred to herein below, situated in the City of Pahrump, County of Nye, State of Nevada, and is described as follows:

LOT 5, BLOCK B, AS SET FORTH ON THAT CERTAIN MAP OF COTTONWOOD MEADOWS SUBDIVISION, FILED FOR RECORD MARCH 1, 1985 IN BOOK 385, PAGE 150, DOCUMENT NO. 114249, AND FURTHER SET FORTH ON CERTIFICATE OF AMENDMENT RECORDED JUNE 18, 1987, BOOK 687, PAGE 2258, DOCUMENT NO. 156696, BOTH INSTRUMENTS RESPECTIVELY OF OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA. APN: 1320-35-002-001.

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. At the time of making this Deed the Grantor believes that the Debts are probably in excess of the fair market value of the Subject Property so deeded. This Deed is not given as a preference against any other creditors of the Grantor. Grantor acknowledges and represents to Grantee that no other creditors whose rights will be prejudiced by such conveyance. The obligations secured by the deed of trust executed by Peter D. Ziebell and Margaret M. Ziebell, as Trustors, Recontrust Company, N.A., as Trustee, and Mortgage Electronic



Registration Systems, Inc. ("MERS"), as beneficiary, dated November 18, 2005, and recorded on November 30, 2005, as Document No. 0661910 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.

Margaret M. Ziebell, trustee  
Margaret M. Ziebell, as Trustee of  
The Margaret M. Ziebell and Peter D. Ziebel Family  
Trust Dated August 21, 2002  
Grantor/Trustee

10-29-2012  
Date

**Acknowledgement**

State of NEVADA )  
 ) ss.  
County of DOUGLAS )



On 10-29, 2012, before me the undersigned, a Notary Public in and for said County and State, personally appeared Margaret M. Ziebell, Trustee of the Margaret M. Ziebell and Peter D. Ziebell Family Trust Dated August 21, 2002, 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 NEVADA that the foregoing Acknowledgement is true and correct.

Suzie M. Batchelor  
NOTARY PUBLIC



**ESTOPPEL AFFIDAVIT**

Margaret M. Ziebell, Trustee of the Margaret M. Ziebell and Peter D. Ziebell Family Trust Dated August 21, 2002 ("Affiant"), being first duly sworn, deposes and says: That Affiant made, executed and delivered the Deed of Trust existing on the property executed by Peter D. Ziebell and Margaret M. Ziebell, Husband and Wife as Joint Tenants, as Trustors, Recontrust Company, N.A. as Trustee, with Mortgage Electronic Registration Systems, Inc. ("MERS"), as beneficiary, dated November 18, 2005, and recorded on November 30, 2005, as Document No. 0661910 in the Official Records of the Recorder's Office in Douglas County, Nevada, as identified in the foregoing Deed in Lieu of Foreclosure. Further, Affiants made, executed and delivered the foregoing deed in lieu of foreclosure to **U.S. Bank, National Association, as Successor Trustee to Bank of America, N.A., Successor by Merger to Lasalle Bank, N.A., as Trustee for the Holders of the Thornburg Mortgage Securities Trust 2006-1**, conveying the following described property, to-wit:

LOT 5, BLOCK B, AS SET FORTH ON THAT CERTAIN MAP OF COTTONWOOD MEADOWS SUBDIVISION, FILED FOR RECORD MARCH 1, 1985 IN BOOK 385, PAGE 150, DOCUMENT NO. 114249, AND FURTHER SET FORTH ON CERTIFICATE OF AMENDMENT RECORDED JUNE 18, 1987, BOOK 687, PAGE 2258, DOCUMENT NO. 156696, BOTH INSTRUMENTS RESPECTIVELY OF OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA. APN: 1320-35-002-001.

Parcel ID Number: 1320-35-002-001 which currently has the address and is commonly known as 1616 Scoti Lane, Gardnerville, Nevada 89410-5605.

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, Affiant was 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 understands 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 Peter D. Ziebell and Margaret M. Ziebell, Husband and Wife as Joint Tenants, as Trustors, Recontrust Company, N.A. as Trustee, with Mortgage Electronic Registration Systems, Inc. ("MERS"), as beneficiary, dated October 25, 2006, and recorded on November 18, 2005, as Document No. 0661910 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 Affiants believed and now believe 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 Affiants;

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 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 their 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;

**[Intentionally left blank]**



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.

Margaret M. Ziebell, Trustee  
Margaret M. Ziebell, Trustee of the Margaret M. Ziebell  
and Peter D. Ziebell Family Trust Dated August 21, 2002  
Grantor/Trustor

10-29-2012  
Date

**Acknowledgement**

State of NEVADA )  
County of DOUGLAS ) ss.



On 10-29, 2012, before me the undersigned, a Notary Public in and for said County and State, personally appeared **Margaret M. Ziebell, Trustee of the Margaret M. Ziebell and Peter D. Ziebell Family Trust Dated August 21, 2002**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to 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 NEVADA that the foregoing Acknowledgement is true and correct.

Suzie M. Batchner  
NOTARY PUBLIC