

DOC # 819395
03/06/2013 10:22AM Deputy: AR
OFFICIAL RECORD
Requested By:
First American Title NDTs I
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 9 Fee: \$22.00
BK-313 PG-1103 RPTT: 770.25



RECORDING REQUESTED BY

FIRST AMERICAN TITLE INS. CO.

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENTS TO:
BAC DEED IN LIEU DEPT.
30870 RUSSELL RANCH ROAD
WESTLAKE VILLAGE, CA 913612

ORDER #7261479
APN: 1220-15-110-019

THIS SPACE FOR RECORDER'S USE ONLY

DEED IN LIEU OF FORCLOSURE

MAIL TAX STATEMENTS TO:

**BAC DEED IN LIEU DEPT. 30870 RUSSELL RANCH ROAD WESTLAKE VILLAGE,
CA 913612**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING
INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)



This Instrument Prepared by:
Curphey & Badger Law
28100 US Hwy 19 North, Suite 300
Clearwater, FL 33761

Return to & Mail tax statements to:
BAC Deed in Lieu Dept.
30870 Russell Branch Road
Westlake Village, CA 91362

Property Tax ID#: 1220-15-110-019
File No.: 7261479
Ref. No.: 871786976

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, ANTHONY CALDERON, of 970 Mitch Drive, Gardnerville, NV 89460, hereinafter called Grantor, for \$10.00 and the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto BANK OF AMERICA, N.A., of BAC Deed in Lieu Dept, 30870 Russell Ranch Road, Westlake Village, CA 91362, hereinafter called grantee, and unto grantee's successors 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:

SEE COMPLETE LEGAL ATTACHED AS EXHIBIT "A"

APN: 1220-15-110-019
Property Address: 970 Mitch Drive, Gardnerville, NV 89460

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 affect 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 forebear 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 deed of trust; and, that in any proceedings to foreclose that deed of trust, grantee shall not seek, obtain or permit a deficiency judgment against Grantor, her 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 deed 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 grantee's waiver of its right to bring an action against based on the promissory note secured by the deed of trust hereinafter described and agreement not to name the Grantor as a party to a foreclosure action stated above with respect to that certain Deed of Trust signed on June 19, 2006, by Grantor in favor of BANK OF AMERICA, N.A., A National Banking Association, and recorded on June 26, 2006, at Instrument No. 0678106; of official records.

In constructing this deed and where the context so requires, the singular included 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.

* PLEASE SEE THE ESTOPPEL AFFIDAVIT ATTACHED HERETO AND MADE A PART HEREOF *



Witness the following signatures and seals:

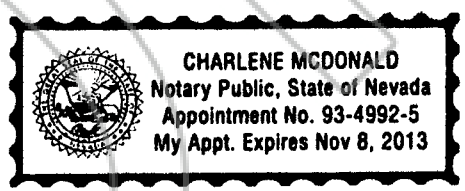
Anthony Calderon
ANTHONY CALDERON

STATE OF Nevada

COUNTY OF Douglas

The foregoing, Deed in Lieu of Foreclosure was acknowledged before me this 28th day of February, 2013, by ANTHONY CALDERON.

Charlene McDonald
Notary Public Charlene McDonald
My Commission Expires: 11-08-13





Property Tax ID#: 1220-15-110-019
File No.: 7261479
Ref. No.: 871786976

ESTOPPEL AFFIDAVIT

STATE OF NEVADA
COUNTY OF DOUGLAS

BEFORE ME, the undersigned notary public, personally appeared, who having been first duly sworn according to law, represent, warrant, depose and say:

1. They have personal knowledge of all matters set forth in this Affidavit.
2. They are the Owners (hereinafter referred to as "Owner" or "Owners") of the fee simple title to certain real property (the "Property") situated in Douglas County, Nevada, legally described as follows:

SEE COMPLETE LEGAL ATTACHED AS EXHIBIT "A"

APN: 1220-15-110-019

Property Address: 970 Mitch Drive, Gardnerville, NV 89460

3. There are no other persons who have an ownership interest in the Property other than Owner. The street address of the Property is **970 Mitch Drive, Gardnerville, NV 89460**

4. The Owner is/are not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations) for purposes of United States income taxation and for purposes of disclosure under 26 U.S.C.A., Section 1445. The Owners is a citizens of the United States of America.

5. The Owner's title to and possession and enjoyment of the Property has been open, notorious, peaceable, and undisturbed, except that the Property is leased by Owner as follows:

<u>TENANT</u>	<u>DATE OF LEASE</u>
None	

6. Neither the Owner's title to nor possession of the Property have ever been disputed or questioned nor is the Affiant aware of any facts by reason of which the title to, or possession of, the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted, except as noted above.

7. There are no disputes concerning the location of the boundary lines of the Property as of this date.

8. There are no outstanding or unpaid taxes or assessments (pending or certified) or any unpaid or unsatisfied mortgages, claims of lien, notices of commencement, unrecorded easements, contracts for sale, agreements for deed, deeds, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it as of this date.

9. There are no security agreements, financing statements, title retention contracts, or personal property leases affecting any materials, fixtures, appliances, furnishings, or equipment places on or installed in or on the Property as of this date.



10. There are no actions, proceedings, judgments, bankruptcies, liens, or executions pending or recorded among the Public Records of Douglas County, Nevada or any other courts, as of this date, nor has an assignment for benefit of creditors been made at any time, nor is there now in effect any assignment of rents of the property or any part thereof, except as listed below. Owner is not insolvent as that term is defined in the Bankruptcy Code, nor is Owner contemplating filing Bankruptcy within ninety days hereof.

11. There are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors, or engineers incurred in connection with the Property.

12. The Owner, in the operation of the Property, has complied in all respects with the Sales Tax Law of the State of Nevada. Additionally, Owner has paid in full all taxes, charges, and assessments levied and assessed against the Property which are currently due and payable.

13. There are no violations of municipal, county, or other regulatory ordinances, rules, or regulations pertaining to the Property.

14. All utilities necessary for the use for the Property set forth above are in place.

15. That the following judgments or liens recorded in Douglas County, State of Nevada, which Owner has examined, are not against the Owner but are against other persons or entities of a similar name:
NONE

16. There are no federal tax claims, liens, or penalties assessed against Owner either individually or in any other capacity.

17. Owner has never changed his or her name, nor used any other name than that set forth herein at any time.

18. That Owner's marital status is:

Married Single
 Married Single

If married, Owners have been married to each other and have been so married continuously since _____ without ever having been married to any other person now living.

19. The Owner does not owe any monies to a depository for payment of support which may create a support lien on the Property.

20. The Purchaser of the Property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act (94 Stat. 2682, as amended). Owner understands that his certification may be disclosed to the Internal Revenue Service by Purchaser and that any false statement contained in this certification may be punished by fine, imprisonment, or both.

21. The Property has not been used or involved with the disposal, treatment, or storage of hazardous waste or hazardous substances as those terms are defined by 42 U.S.C., Section 9601.

22. This Affidavit is made (1) to induce [BANK OF AMERICA, N.A.] (hereinafter referred to as "Grantee") to accept a Deed in Lieu of Foreclosure, and (2) to induce First American Title Insurance Company to issue an Owner's policy of title insurance to the Grantee.

23. The Owner has not and Owner hereby agrees and represents that it will not execute any instrument, or



do any act whatsoever, that in any way would or may affect the title to the Property, including but not limited to the mortgaging or conveying of the Property or any interest in it or causing any liens to be recorded against the Property or the Owner.

24. Owner agrees that upon notification of acceptance of Owner's request for a Deed in Lieu of Foreclosure, that Owner will vacate and turn over possession of the Property to the Grantee upon demand.

25. That the aforesaid deed was an absolute conveyance of the title to said premises to the grantee named therein in effect as well as in form, and was not and is not intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the Grantee, or its successor or assigns; that the consideration in aforesaid deed was and is payment to Owner of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations by the said Grantee, or its successors or assigns, receipt of which is hereby acknowledged, together with the full cancellation of all debts, obligations, costs, and charges heretofore existing under and by virtue of the terms of a certain mortgage (in default) heretofore existing on the property therein and more fully described in the Deed executed simultaneously with this Affidavit, cancellation of record of said mortgage by the Grantee.

26. That the aforesaid deed of conveyance was made by Owner as the result of their request that the Grantee accept such deed, and was their free and voluntary act; that at the time of making said deed Owner felt and still feels that the mortgage indebtedness above mentioned represents the fair value of the property so deeded; that said deed was not given as a preference against other creditors of Owner; that at the time it was given there was no other person or persons, firms, or corporations, other than the Grantee interested, either directly or indirectly, in said premises; that Owner is solvent and has no other creditors whose right would be prejudiced by such conveyance, and that Owner is not obligated upon any note, bond, or other mortgage whereby any lien has been created or exists against the premises described in said deed; and that Owner in offering to execute the aforesaid deed to the Grantee, and in executing same, was not acting under any duress, undue influence, misapprehension, or misrepresentation by the Grantee, the agent or attorney or any other representative of the Grantee, and that it was the intention of Owner as grantor in said deed to convey and by said deed Owner did convey to the Grantee all their right, title, and interest absolutely in and to the premises described in said deed.

27. That the aforesaid deed of conveyance made by Owner was executed and delivered with the express understanding that it does not operate, even though placed of record, to effect such a merger of interest as to extinguish the mortgage lien, and that its receipt by Grantee does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as the Grantee consents to the acceptance of such deed, after approval of title by the Grantee. Grantee agrees to notify the owner of the acceptance or non acceptance of such deed within 30 days, after the property has been vacated and the Grantee is in receipt of the fully executed Deed. The receipt or acceptance on said deed as aforesaid shall in no way restrict the right of the Grantee, or the right of its successors in interest, to foreclose the mortgage debt if foreclosure is deemed desirable. From and after this date, Owner also assigns, transfers, and sets over to the Grantee any rentals then owing or which may thereafter become due from any occupant or occupants of said property.

28. This affidavit is made for the protection and benefit of the aforesaid Grantee, its successors and assigns, and all other parties hereafter dealing with or who may acquire any interest in the property described in the aforesaid deed, and shall bind the heirs, executors, administrators, and assigns of the undersigned.

29. This Affidavit is made and given by Owner with full knowledge of applicable state laws regarding sworn Affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.



FURTHER AFFIANT SAYETH NOT.

Witness the following signatures and seals:

Anthony Calderon
ANTHONY CALDERON

STATE OF Nevada

COUNTY OF Douglas

The foregoing, Deed in Lieu of Foreclosure was acknowledged before me this 28th day of February, 2013, by ANTHONY CALDERON.



Charlene McDonald
Notary Public *Charlene McDonald*
My Commission Expires: 11-08-13

No title search was performed on the subject property by the preparer. The preparer of this deed makes neither representation as to the status of the title nor property use or any zoning regulations concerning described property herein conveyed nor any matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantor/Grantee and /or their agents; no boundary survey was made at the time of this conveyance.



EXHIBIT "A"

THE LAND REFERRED TO IN THIS DESCRIPTION SITUATED IN THE STATE OF NEVADA,
COUNTY OF DOUGLAS, CITY OF GARDNERVILLE AND IS DESCRIBED AS FOLLOWS:

LOT 465 AS SHOWN ON THE MAP RE-SUBDIVISION OF LOTS 91-A & B, 92-A & B, 93
THROUGH 96 AND 221 THROUGH 232, GARDNERVILLE RANCHOS UNIT NO. 2 ACCORDING
TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS
COUNTY, STATE OF NEVADA, ON JULY 10, 1967, IN BOOK 51, PAGE 222, DOCUMENT NO.
37049.

Parcel ID: 1220-15-110-019

