

DOC # 826129
06/27/2013 10:54AM Deputy: SG
OFFICIAL RECORD
Requested By:
First Centennial - Reno
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 8 Fee: \$21.00
BK-613 PG-7187 RPTT: 31.20



A. P. No. 1320-008-411-008
Escrow No. 198984-KB2

R.P.T.T. \$31.20 (#3)

When recorded mail to:

Heritage Bank of Nevada
1401 S. Virginia Street
Reno, NV 89509

Mail tax statements to:

Grantee at above address

**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE WITNESSETH: That SUZANNE T. SESSIONS, a married woman, dealing with her sole and separate property, who acquired title as SUSANNE T. PATRIDGE, in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and convey to HERITAGE BANK OF NEVADA, a Nevada banking corporation, whose address is: 1401 S. Virginia Street, Reno, NV 89502, all that real property situate in the County of Douglas, State of Nevada, described as follows:



A parcel of land located within a portion of Section 8, Township 13 North, Range 20 East, M.D.M., Douglas County, Nevada, described as follows:

Parcel "H" as shown on that certain Record of Survey for Rajan LLC, as recorded in Book 403, Page 343, on April 1, 2003, as Document No. 572121, Douglas County Records Office, more particularly described as follows:

Commencing at the Northwest corner of A.P.N., 1320-08-411-001, per Record of Survey; thence South 51°06'20" East, 153.73 feet to the Point of Beginning; thence North 89°46'14" East, 40.00 feet; thence South 00°13'46" East, 85.00 feet; thence South 89°46'14" West, 40.00 feet; thence North 00°13'46" West, 85.00 feet to the Point of Beginning.

The above metes and bounds description was prepared by Mat Barnard, Professional Land Surveyor No. 11172, P.O. Box 2294, Minden, NV 89423.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

This Deed in Lieu of Foreclosure is an absolute conveyance, the Grantor having sold said land to the Grantee for a fair and adequate consideration, such consideration, in addition to that above recited, being full satisfaction and forgiveness of all obligations secured by the Deed of Trust executed by JAMES E. PATRIDGE, JR. and SUZANNE T. PATRIDGE, now known as SUZAANE T. SESSIONS, the Grantor to WESTERN TITLE COMPANY, INC., Trustee for Grantee, Beneficiary, and recorded April 16, 2003, in Book 403, Page 7969, Document No.



573757, Official Records, Douglas County, Nevada. SUZANNE T. SESSIONS, formerly known as SUZANNE T. PATRIDGE, is the successor in interest to JAMES E. PATRIDGE, JR. 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 property hereby conveyed.

DATED June 24, 2013.

Suzanne T. Sessions
Suzanne T. Sessions

STATE OF Nevada)
COUNTY OF Carson City) SS

This instrument was acknowledged before me on June 24, 2013, by SUZANNE T. SESSIONS.

Karen B
Notary Public





Grantee joins in the execution of this Deed for the purpose of evidencing that the Grantee hereby accept this conveyance as being in lieu of full satisfaction of all obligations secured by the Deed of Trust above described.

DATED: 6/20/13, 2013.

HERITAGE BANK OF NEVADA,
a Nevada banking corporation

By TOM TRAFICANTI
Its KYLE VICE (PRESIDENT)

STATE OF Nevada)
) ss
COUNTY OF Washoe)

This instrument was acknowledged before me on
June 20, 2013, by Tom Traficanti as
EVP of/for HERITAGE BANK OF NEVADA.

Cindy L. Mackowiak
Notary Public





A. P. No. 1320-008-411-008

Escrow No. 198984-KB2

ESTOPPEL AND INDEMNITY

THIS ESTOPPEL AND INDEMNITY is made by SUZANNE T. SESSIONS, a married woman, dealing with her sole and separate property, formerly known as SUZANNE T. PATRIDGE ("Borrower"), for the benefit of HERITAGE BANK OF NEVADA, a Nevada banking corporation ("Lender"), as follows:

WHEREAS:

A. SUZANNE T. SESSIONS, a married woman, dealing with her sole and separate property, owns that certain real property commonly known as 2248 Meridian Blvd., Unit E, Minden, Nevada, and is situate in the County of Douglas, State of Nevada (the "Real Property"), and is more particularly described as follows:

A parcel of land located within a portion of Section 8, Township 13 North, Range 20 East, M.D.M., Douglas County, Nevada, described as follows:

Parcel "H" as shown on that certain Record of Survey for Rajan LLC, as recorded in Book 403, Page 343, on April 1, 2003, as Document No. 572121, Douglas County Records Office, more particularly described as follows:

Commencing at the Northwest corner of A.P.N., 1320-08-411-001, per Record of Survey; thence South 51°06'20" East, 153.73 feet to the Point of Beginning; thence North 89°46'14" East, 40.00 feet; thence South 00°13'46"



East, 85.00 feet; thence South 89°46'14" West, 40.00 feet; thence North 00°13'46" West, 85.00 feet to the Point of Beginning.

The above metes and bounds description was prepared by Mat Barnard, Professional Land Surveyor No. 11172, P.O. Box 2294, Minden, NV 89423.

B. On or about April 15, 2003, SUZANNE T. SESSIONS, formerly known as SUZANNE T. PATRIDGE and JAMES E. PATRIDGE, JR., husband and wife, borrowed from "Lender" \$230,000.00, as evidenced by that certain Promissory Note dated April 15, 2003, executed by Borrower in favor of Lender ("Note"), which Note is secured by the Real Property as evidenced by that certain Deed of Trust recorded on April 16, 2003, as Document No. 573757, in the Official Records of Douglas County, Nevada ("Deed of Trust");

C. Borrower is the successor in interest to JAMES E. PATRIDGE, JR.;

D. Borrower is in default under the terms of the Note;

E. Borrower has requested Lender to accept title to the Real Property in full satisfaction of all obligations pursuant to the Note and Deed of Trust;

NOW THEREFORE, as an inducement for the Lender to accept title to the Real Property in full satisfaction of all obligations under the Note and Deed of Trust, with the intention of having the Lender rely thereon, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Borrower hereby represents and warrants the following:

1. Borrower owns the Real Property free and clear of all liens and encumbrances excepting only the Deed of Trust and real property taxes paid current, easements and



Covenants, Conditions and Restrictions that were of record when Borrower purchased the Real Property.

2. Borrower is presently occupying the Real Property; there are no tenants, leases or subleases existing that affect all or any portion of the Real Property.

3. Borrower is not aware of any circumstances which would lead to, nor; has received any notices; or has been served with any complaint regarding the condition of the Real Property or any liability related to the Real Property.

4. Borrower has not filed any voluntary and has not been named in any involuntarily estates or actions under the bankruptcy or insolvency laws of the United States or any state thereof which are pending.

5. Borrower has not contacted or contracted any contractor or other person or entity to complete any work on the Real Property, or supply materials to the Real Property which has not been paid in full. Borrower hereby indemnifies and holds Lender harmless from any mechanic liens or other liens which may be filed against the Real Property under a claim incurred during the ownership of the Real Property by Borrower.

6. To the best of Borrower's knowledge and belief, the Real Property is in good condition with no major repairs of any nature required to maintain and relet the Real Property.

7. Borrower hereby agrees to execute a Deed for the Real Property to Lender, selling the Real Property to Lender for fair and adequate consideration, such consideration, in addition to that above recited, being full satisfaction and forgiveness of all obligations secured by the Note and Deed



of Trust. Borrower declares that this conveyance shall be freely and fairly made and that there are no agreements, oral or written, other than this Estoppel and Indemnity and the Deed between Borrower and Lender with respect to the Real Property being conveyed.

DATED June 24, 2013.

Suzanne T. Sessions
Suzanne T. Sessions

STATE OF Nevada)
COUNTY OF Carson City) SS

This instrument was acknowledged before me on June 24, 2013, by SUZANNE T. SESSIONS.

Karen B
Notary Public

