



Parcel ID: 122003311006

RECORDING REQUESTED BY: Nationstar Mortgage, LLC

MAIL TAX STATEMENT TO: Federal Home Loan Mortgage Corporation, 8000 Jones Branch Drive  
McLean, VA 22102

WHEN RECORDED MAIL TO: LenderLive Settlement Services LLC, 1044 Main Street, Suite 700, Kansas City, MO 64105

209251

RECORDER'S USE ONLY

**GRANT DEED  
DEED IN LIEU OF FORECLOSURE**

DIL NO. 6004.528

The undersigned Grantors(s) declare(s):  
The amount of the unpaid debt was \$ 206,735.66  
The amount paid by the grantee was \$ 0.00  
Documentary transfer tax is \$ 0.00

- Computed on full value of property conveyed, or
- Computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area  City of **Gardnerville**

Tax Parcel No. 122003311006

**Martin Wallace and Kali Wallace, husband and wife as joint tenants, Grantors**

FOR A VALUABLE CONSIDERATION, DO/DOES HEREBY GRANT TO

**Federal Home Loan Mortgage Corporation, Grantee**

**ESTOPPEL AFFIDAVIT (EXHIBIT "A") ATTACHED HERETO AND MADE A PART HEREOF**

the real property in the County **DOUGLAS**, State of **NEVADA**, described as:

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

**Lot 5, Block A, as set forth on Final Subdivision Map LDA 01-047, Planned Unit Development for Arbor Gardens, Phase 4, filed for record in the office of the County Recorder of Douglas County, State of Nevada on October 17, 2005, Book 1005, Page 7083, as Document No. 657923.**

this Grant Deed is absolute conveyance, the consideration therefore, in addition to that above recited being full satisfaction of all obligations secured by the Deed of Trust executed by:



**Martin Wallace and Kali Wallace, husband and wife as joint tenants**

**to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. SOLELY AS NOMINEE FOR METLIFE HOME LOANS, A DIVISION OF METLIFE BANK, N.A.**

as the Original Beneficiary, recorded on May 3, 2010, as Document Number 763013 at Book 510 at Page Number 328, acknowledge that this conveyance is freely and fairly made: that the consideration received by the Grantors is equal to the fair value of the Grantors' interest to said land and that there are no agreements, oral or written, other than this deed between Grantors and Grantee with respect to title and said land.

The beneficial interest under said Deed of Trust has been assigned to Nationstar Mortgage, LLC.

**BUT IT IS HEREBY EXPRESSLY ACKNOWLEDGED AND AGREED THAT:**

A. This Grant Deed, and the conveyances being made hereby, are being executed, delivered and accepted in lieu of foreclosure, and that the same shall be interpreted and construed as an absolute conveyance to Grantee of all right, title and interest in the Property, including specifically but without limitation, any equity or rights of redemption of Grantors therein or thereto.

B. The Deed of Trust executed by Martin Wallace and Kali Wallace, husband and wife as joint tenants, Trustors, to Ticor Title, as Trustee, Mortgage Electronic Registration Systems, Inc. solely as nominee for MetLife Home Loans, a Division of MetLife Bank, N.A., as Beneficiary, dated April 24, 2010 and recorded May 3, 2010 as Document Number 763013 at Book 510 at Page Number 328 of official records, Douglas County, Nevada, IS NOT RELEASED or RELINQUISHED in any manner or respect whatsoever, which lien shall remain valid and continuous and in full force and effect, unless and until released by written instrument (the "**Release**") executed by Trustee, or its successors and assigns, and recorded with the Register of Deeds of Douglas County, Nevada, which Release may be made in the exercise of Grantee's sole discretion.

C. There shall not in any event be a merger of any of Grantee's lien with the title or other interest of Grantee by virtue of this conveyance and the parties expressly provide that each such interest in the liens and title shall be, and remain at all times SEPARATE and DISTINCT.

D. The title and other interest of Grantee in the Property under this Grant Deed will not merge with the security interests of Grantee in the Property under the liens and that for purposes of priority as between (i) intervening or inferior liens, claims, or encumbrances on or against the Property, and (ii) the lien and any and all rights of Grantee to exercise its remedies of foreclosure by judicial foreclosure of any of the lien or any other remedies are expressly preserved hereby and for purposes of any applicable time-bar defenses, the same are expressly extended as evidenced by this instrument.

E. The priority of the Grantee's lien is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of Grantee's lien to any other liens or encumbrances whatsoever.

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GRANTORS(S)

DATED: 10/11/2013

SIGNATURE OF GRANTORS(S):

Kali Wallace  
Kali Wallace

Martin Wallace  
Martin Wallace

State of CALIFORNIA )  
County of BUTTE )

On 11 day of OCTOBER, 2013, before me, VALENTE CORTEZ, a Notary Public, personally appeared Martin Wallace and Kali Wallace, husband and wife as joint tenants, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature V. Cortez

(Seal)





EXHIBIT "A"

ESTOPPEL AFFIDAVIT

STATE OF NEVADA

SS

COUNTY OF DOUGLAS

**DIL NO. 6004.528**

Martin Wallace and Kali Wallace, husband and wife as joint tenants (hereinafter called "**Affiants**"), being first duly sworn, depose(s) and says(s):

That they were the identical party(ies) who made, executed and delivered that certain Grant Deed to Federal Home Loan Mortgage Corporation (hereinafter called "**Grantee**"), of even date herewith, conveying the following described property described to wit:

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

**Lot 5, Block A, as set forth on Final Subdivision Map LDA 01-047, Planned Unit Development for Arbor Gardens, Phase 4, filed for record in the office of the County Recorder of Douglas County, State of Nevada on October 17, 2005, Book 1005, Page 7083, as Document No. 657923.**

That the Affiants now are, and at all times herein mentioned were, Martin Wallace and Kali Wallace, husband and wife, as joint tenants.

That aforesaid Grant Deed is intended to be, and is an absolute conveyance of the title to said premises, to the 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 the Affiants as Grantors in said Grant Deed to convey, and by said Grant Deed, the Affiants did convey to the Grantee therein in all their right, title and interest absolutely in and to said premises; that possession of said premises has been surrendered to the Grantee;

That in the execution and delivery of said Grant 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 the consideration for said Grant Deed was and is:

- (i) the full cancellation of all debts, obligations, costs and charges secured by that certain Deed of Trust heretofore existing on said property, including, without limitation, that certain Promissory Note executed by Affiants, of which Deed of Trust was executed by Martin Wallace and Kali Wallace, husband and wife as joint tenants, Trustors, to Ticor Title, as Trustee, Mortgage Electronic Registration Systems, Inc. solely as nominee for MetLife Home Loans, a Division of MetLife Bank, N.A., as Beneficiary, dated April 24, 2010 and recorded May 3, 2010 as Document Number 763013 at Book 510 at Page Number 328 of official records, Douglas County, Nevada, and

- (ii) the reconveyance of said property encumbered by said Deed of Trust; and that at the time of making said Grant Deed, the Affiants believed, and now believes that the aforesaid consideration represents the fair value of the property so deeded.

The beneficial interest under said Deed of Trust has been assigned of record to Nationstar Mortgage, LLC.

**BUT IT IS HEREBY EXPRESSLY ACKNOWLEDGED AND AGREED THAT:**

A. This Grant Deed, and the conveyances being made hereby, are being executed, delivered and accepted in lieu of foreclosure, and that the same shall be interpreted and construed as an absolute conveyance to Grantee of all right, title and interest in the Property, including specifically but without limitation, any equity or rights of redemption of Grantors therein or thereto.

B. The Deed of Trust executed by Martin Wallace and Kali Wallace, husband and wife as joint tenants, Trustors, to Ticor Title, as Trustee, Mortgage Electronic Registration Systems, Inc. solely as nominee for MetLife Home Loans, a Division of MetLife Bank, N.A., as Beneficiary, dated April 24, 2010 and recorded May 3, 2010 as Document Number 763013 at Book 510 at Page Number 328 of official records, Douglas County, Nevada, IS NOT RELEASED or RELINQUISHED in any manner or respect whatsoever, which lien shall remain valid and continuous and in full force and effect, unless and until reconveyed by written instrument (the "**Reconveyance**") executed by Trustee, or its successors and assigns, and recorded with the Register of Deeds of Douglas County, Nevada, which Reconveyance may be made in the exercise of Grantee's sole discretion.

C. There shall not in any event be a merger of any of Grantee's lien with the title or other interest of Grantee by virtue of this conveyance and the parties expressly provide that each such interest in the liens and title shall be, and remain at all times SEPARATE and DISTINCT.

D. The title and other interest of Grantee in the Property under this Grant Deed will not merge with the security interests of Grantee in the Property under the liens and that for purposes of priority as between (i) intervening or inferior liens, claims, or encumbrances on or against the Property, and (ii) the lien and any and all rights of Grantee to exercise its remedies of foreclosure by judicial foreclosure of any of the lien or any other remedies are expressly preserved hereby and for purposes of any applicable time-bar defenses, the same are expressly extended as evidenced by this instrument.

E. The priority of the Grantee's lien is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of Grantee's lien to any other liens or encumbrances whatsoever.

This Affidavit is made for the protection and benefit of the Grantee in said Grant Deed, their 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.

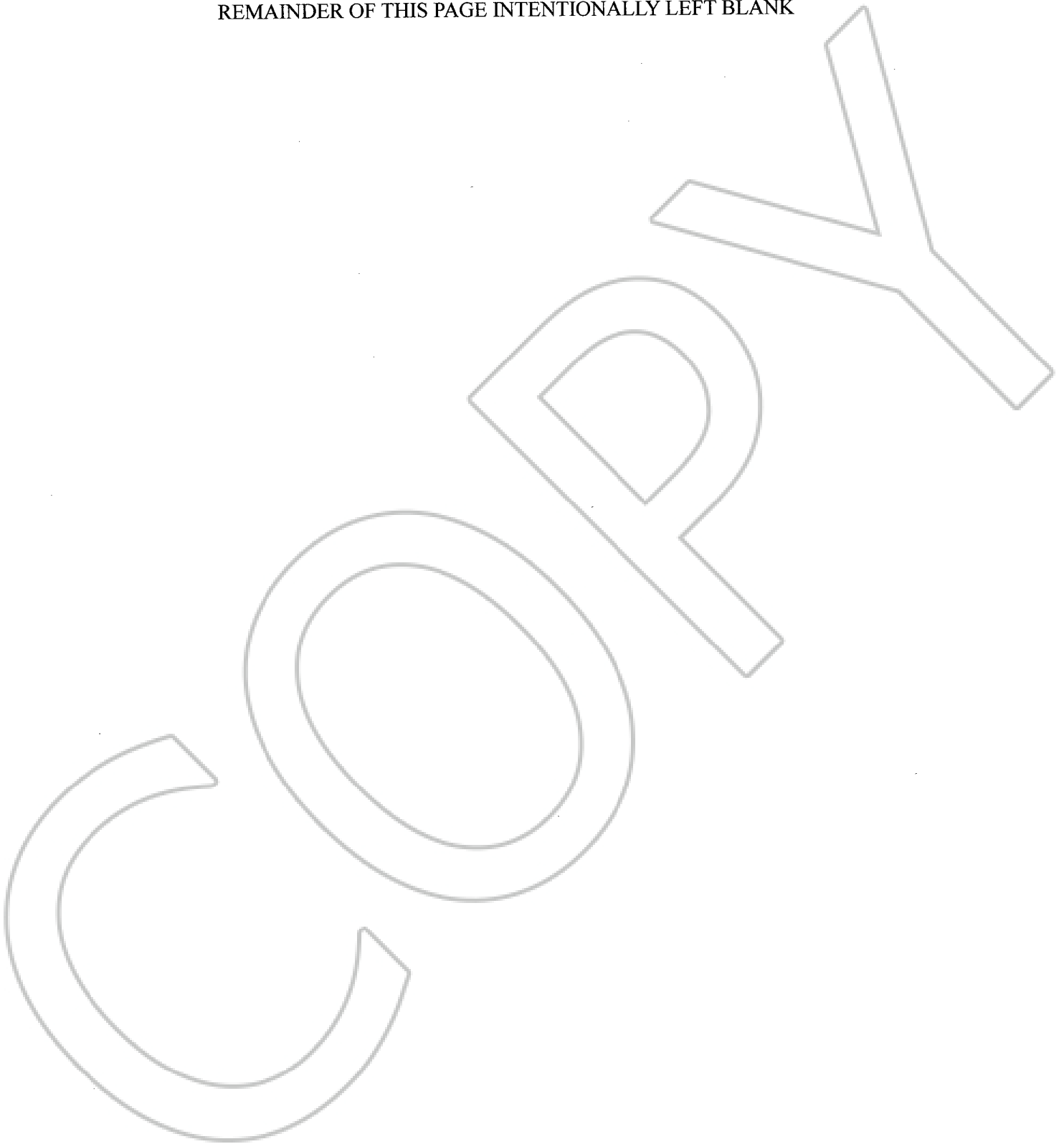
That Affiants will testify, declare, depose or certify before any competent tribunal, officer or person, in any case now pending or which may hereafter be instituted to the truth of the particular facts hereinabove set forth.

**\*\*Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter and**



the singular number includes the plural.

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Dated 10/11/2013

AFFIANTS

Martin Wallace

Martin Wallace

Kali Wallace

Kali Wallace

State of CALIFORNIA )  
County of BUTTE )

On 11 day of OCTOBER, 2013, before me, VALENTE CORTEZ, a Notary Public, personally appeared Martin Wallace and Kali Wallace, husband and wife as joint tenants, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature [Signature]

(Seal)

