

APN# 1318-23-210-032

DOUGLAS COUNTY, NV  
RPTT:\$0.00 Rec:\$18.00  
\$18.00 Pgs=5  
04/07/2017 09:33 AM  
SPL, INC.  
KAREN ELLISON, RECORDER

Recording Requested by/Mail to:  
Name: Wright, Finlay & Zak, LLP  
Address: 4665 MacArthur Ct., Suite 200  
City/State/Zip: Newport Beach, CA 92660

Mail Tax Statements to:  
Name: U.S. Bank Trust, As Trustee for LSFP Master Participation Trust  
Address: 13801 Wireless Way  
City/State/Zip: Oklahoma City, OK 73134

Grant Deed in Lieu of Foreclosure

**Title of Document** (required)

------(Only use if applicable)-----

The undersigned hereby affirms that the document submitted for recording contains personal information as required by law: (check applicable)

- Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)
- Judgment – NRS 17.150(4)
- Military Discharge – NRS 419.020(2)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

This document is being (re-)recorded to correct document # \_\_\_\_\_, and is correcting

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Recording Requested By:  
WFG National Title Insurance Company

When Recorded and Mail  
Tax Statements To:  
**U.S. Bank Trust, as Trustee for  
LSF9 Master Participation Trust  
13801 Wireless Way  
Oklahoma City, OK 73134**

FILE NUMBER: 315-2016029  
TITLE ORDER NO.: 160026680  
APN: 1318-23-210-032

**GRANT DEED  
DEED IN LIEU OF FORECLOSURE**

The Grantee herein is the Beneficiary.

Amount of the Unpaid Principal Balance	\$	256,275.40
Amount Paid by Grantee Over & Above Unpaid Debt	\$	0.00
Document Transfer Tax	\$	0.00
City Transfer Tax	\$	0.00
Transfer Tax Exemption per NRS 375.090, Section 2		

Said property is in the County of **DOUGLAS**, and State of **NEVADA**.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **DAVID W. YATES, SURVIVING JOINT TENANT**, hereby GRANT(S) TO **U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST**, the following described real property in the County of **DOUGLAS**, and State of **NEVADA**.

LOT 35, OF LAKE VILLAGE, UNIT NO. 2-A, AS SHOWN ON THE OFFICAL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON AUGUST 9, 1972, AS DOCUMENT NO. 61076

This deed is an absolute conveyance, the Grantor(s) having sold said land to the Grantee for a fair and adequate consideration, such consideration in addition to the above recited, being full satisfaction of all obligations secured by the deed of trust executed by **DAVID W. YATES AND LORI J. YATES, HUSBAND AND WIFE AS JOINT TENANTS**, as Trustor(s) to **TITLE SOURCE, INC.**, as Trustee, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, AS NOMINEE FOR **QUICKEN LOANS, INC.**, as Beneficiary, dated **OCTOBER 21, 2008** and recorded **NOVEMBER 12, 2008** in Book **1108**, Page **2359** as Instrument No. **0732973**, of the Official Records. By accepting this deed, Grantee specifically intends that the deed of trust or mortgage survive and not merge with the fee interest transferred by this Deed and that the deed of trust shall continue as a lien on the property until it is reconveyed

**ACCOMODATION**  
This Document delivered to Recorder  
As an accomodation only at the  
Express request of the parties hereto.  
It has not been examined as to  
its effect or validity

Grantor(s) declares that this conveyance is freely and fairly made and that there are no agreements, oral or written, other than this deed, between Grantor(s) and Grantee with respect to said land.

It is expressly understood by the Parties that each Party shall bear its own costs in connection with the Dispute, Litigation, Modification and this Agreement; and the Parties waive and release any claims they otherwise have or may have to such costs and attorney's fees.

Dated 2/3/2017

David W. Yates  
David W. Yates

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Nevada

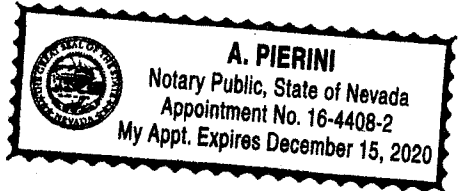
County of Washoe

On 02/03/17 before me, A. Pierini, Notary Public, personally appeared DAVID YATES, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/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 Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature apierini (Seal)



# Estoppel Affidavit

TITLE ORDER NO.: 315-2016029//160026680

Affidavit of Individual Giving Deed in Lieu of Foreclosure

State of Nevada

County of Washoe

**DAVID W. YATES, SURVIVING JOINT TENANT**, being first duly sworn, each for himself and/or herself, deposes and says: That he/she/they are the identical party(ies) who made, executed and delivered that certain deed to **U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST**, whereas **U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST**, is the current note holder, whereas , **DAVID W. YATES, SURVIVING JOINT TENANT**, conveys the following property :

County of **DOUGLAS**, and State of **NEVADA**

LOT 35, OF LAKE VILLAGE, UNIT NO. 2-A, AS SHOWN ON THE OFFICAL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON AUGUST 9, 1972, AS DOCUMENT NO. 61076

That the aforesaid deed is intended to be and is an absolute conveyance of the title to said premises to the Grantee named there 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(s) as Grantors in said deed to convey, and by said deed the affiant(s) did convey to the Grantee therein 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 deed, affiant(s) were not acting under any misapprehension as to the affect thereof, acted freely and voluntarily and were not acting under coercion or duress;

That the consideration for said deed was and is the full cancellation of all debts, obligations, costs and charges secured by that certain deed of trust executed by **DAVID W. YATES AND LORI J. YATES, HUSBAND AND WIFE AS JOINT TENANTS**, as Trustor(s) to **TITLE SOURCE, INC.**, as Trustee, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR QUICKEN LOANS, INC.**, as Beneficiary, dated **OCTOBER 21, 2008** and recorded **NOVEMBER 12, 2008** in Book **1108**, Page **2359** as Instrument No. **0732973**, of the Official Records, and the Reconveyance of said property under said Deed of Trust; that at the time of making said deed, affiant believed and now believes that the aforesaid consideration therefore represents the fair value of the property so deeded. By accepting this deed, Grantee specifically intends that the deed of trust or mortgage survive and not merge with the fee interest transferred by this Deed and that the deed of trust shall continue as a lien on the property until it is reconveyed

This affidavit is made for the protection and benefit of the Grantee in said deed, 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 is about to insure the title to said property in reliance thereon, and any title company which may hereafter insure the title to said property;

That affiant(s), and each of them will testify, declare, depose or certify before any competent tribunal, officer or person, in any now pending or which may hereafter be instituted, to the truth of the particular facts herein above set forth.

It is expressly understood by the Parties that each Party shall bear its own costs in connection with the Dispute, Litigation, Modification and this Agreement; and the Parties waive and release any claims they otherwise have or may have to such costs and attorney's fees.

The undersigned hereby affirms that there is no Social Security Number contained in this document

Dated 2/3/2017 David W. Yates  
David W. Yates

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Nevada  
County of Washoe

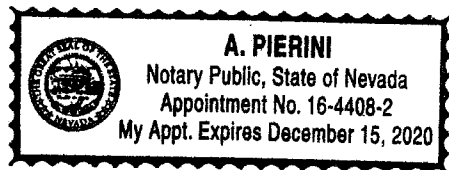
Subscribed and sworn to (or affirmed) before me on this <sup>3</sup>~~02/03~~ day of FEBRUARY, 2017, by

(1) DAVID YATES

(and (2) N/A af)

proved to me on the basis of satisfactory evidence to the person (s) who appeared before me.

Signature APierini (Seal)



**STATE OF NEVADA  
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a. **1318-23-210-032**
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

2. Type of Property

- a.  Vacant Land
- b.  Single Fam. Res.
- c.  Condo/Twnhse
- d.  2-4 Plex
- e.  Apt. Bldg
- f.  Comm'/Ind'l
- g.  Agricultural
- h.  Mobile Home
- Other \_\_\_\_\_

<b>FOR RECORDER'S OPTIONAL USE ONLY</b>	
Book: _____	Page: _____
Date of Recording : _____	
Notes: _____	

- 3. a. Total Value/Sales Price of Property \$ 256,725.00
- b. Deed in Lieu of Foreclosure Only (value of property) \$ (328,714.00)
- c. Transfer Tax Value \$ (71,989.00)
- d. Real Property Transfer Tax Due \$ 0.00

**4. If Exemption Claimed:**

- a. Transfer Tax Exemption per NRS 375.090: None
- b. Explain Reason for Exemption : None

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed Exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest of 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any addition amount owed.

Signature *Nichole L. Glowin*  
Nichole L. Glowin, Esq.

Capacity Wright, Finlay & Zak, As Agent for  
U.S. Bank Trust, N.A., As Trustee  
For LSF9 Master Participation Trust, by  
Caliber Home Loans, Inc.

**SELLER (GRANTOR) INFORMATION**  
**(REQUIRED)**

Print Name: DAVID W. YATES  
Address: 216 CLUBHOUSE CIRCLE  
City: ZEPHYR COVE  
State: NV Zip: 89448

**BUYER (GRANTEE) INFORMATION**  
**(REQUIRED)**

Print Name: U.S. Bank Trust, N.A., As Trustee For LSF9 Master  
Participation Trust, by Caliber Home Loans, Inc.  
Address: 13801 Wireless Way  
City: Oklahoma City  
State: OK Zip: 73134

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: WFG National Title Insurance Company  
Address: 700 N. Brand Blvd., STE. 1100  
City: Glendale

Escrow # :8620579  
State: CA Zip: 91203

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED