

DOUGLAS COUNTY, NV

2017-906402

RPTT:\$0.00 Rec:\$35.00

\$35.00 Pgs=4

11/01/2017 02:34 PM

TITLE365 NEWPORT

KAREN ELLISON, RECORDER

E02

APN: 1220-03-311-013
Recording requested by:
Title365

When recorded mail recordings
and tax statements to:
Federal National Mortgage Association
14221 Dallas Parkway Suite 1000
Dallas, TX 75254

TS No.: NV-17-766161-DIL

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Order No.: 736-1700011

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

GRANT DEED IN LIEU OF FORECLOSURE

THE UNDERSIGNED GRANTOR DECLARES:

The Grantee Herein **IS** the Beneficiary

The amount of the unpaid debt together with costs was:

\$230,869.92

The amount paid by the grantee over and above the unpaid debt was:

\$0.00

The documentary transfer tax is:

\$0.00

Said property is in the City of: **GARDNERVILLE**, County of **DOUGLAS**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SETH J. WALKER, A MARRIED MAN AS HIS SOLE AND SEPERATE PROPERTY** ("Grantor(s)")

HEREBY CONVEY(S) TO: **Federal National Mortgage Association (FNMA)**, and to its successors and assigns, ("Grantee") the following described real property in the County of **DOUGLAS** State of **NEVADA**, described as:

LOT 11, BLOCK B, 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.

Property is purported to be: **1383 Pin Oak Dr, Gardnerville, NV 89410**

SEE ATTACHED ESTOPPEL AFFIDAVIT AS EXHIBIT "A"

This Deed is an absolute conveyance, Grantor(s) having sold said land to Grantee for a fair and adequate consideration; said consideration being that Grantee agrees not to bring a foreclosure action against Grantor(s) as related to the obligations secured by the deed of trust existing on said property executed by **SETH J. WALKER AND APRIL A. WALKER, HUSBAND AND WIFE** as Trustor(s), **STEWART**

TITLE OF NEVADA HOLDINGS, INC., A NEVADA CORPORATION, as Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB the Beneficiary; which was recorded on 6/27/2007, as Instrument No. 0703945 in Book 0607 Page 9000 in the Official Records of DOUGLAS County, NEVADA.

Grantor(s) declare that this conveyance is free and fairly made pursuant to conditions set forth in the Estoppel Affidavit recorded concurrently with this conveyance. (See attached Exhibit A).

7/2-1/17
Dated

Seth J. Walker
By: SETH J. WALKER

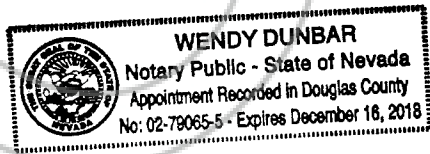
State of: Nevada)

County of: Douglas)

On 7-2017 before me, Wendy Dunbar a notary public, personally appeared Seth J. Walker, 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.

WITNESS my hand and official seal. (Seal)

Signature [Handwritten Signature]



**EXHIBIT A
ESTOPPEL AFFIDAVIT**

State of: NEVADA
County of: DOUGLAS

SETH J. WALKER, A MARRIED MAN AS HIS SOLE AND SEPERATE PROPERTY
("Grantor(s)"), declare the following:

Grantor(s) is/are the same party(ies) that executed and delivered the certain Grant Deed in Lieu of Foreclosure ("Deed") to **Federal National Mortgage Association (FNMA)** ("Grantee"), on the same date as this document, which conveyed the interest in real property commonly known as: **1383 Pin Oak Dr, Gardnerville, NV 89410** and described as follows:

**LOT 11, BLOCK B, 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.**

The Deed is an absolute conveyance of the title and is not intended as a mortgage, trust conveyance or security of any kind;

That as a condition precedent to recording the Deed and this Affidavit, Grantor(s) have vacated the property and surrendered possession to Grantee; and

That the consideration for said Deed is that the Grantee agrees not to bring a foreclosure action on the debt against Grantor(s) as related to the obligations secured by the deed of trust existing on said property executed by **SETH J. WALKER AND APRIL A. WALKER, HUSBAND AND WIFE**, as Trustor(s), **STEWART TITLE OF NEVADA HOLDINGS, INC., A NEVADA CORPORATION** as Trustee, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FIRST FRANKLIN FINANCIAL CORP., AN OP. SUB. OF MLB&T CO., FSB** the Beneficiary; which was recorded on **6/27/2007**, as Instrument No. **0703945 in Book 0607 Page 9000** in the Official Records of **DOUGLAS County, NEVADA** ("Deed of Trust").

That Grantor(s) believe that the consideration given is adequate for the real property so deeded in that the fair market value of the property is not in excess of the indebtedness of Grantor(s) as of the date hereof;

That the parties intend that the Deed of Trust described above survive and not merge with the fee interest transferred by the Deed;

The Deed in Lieu of Foreclosure was not given as a preference against any other creditors of the affiants. The Grantor(s) are solvent at the time of making of the Deed and have no other creditors whose rights would be prejudiced by this conveyance;

This Affidavit is made for the benefit of the Grantee in said Deed, **Federal National Mortgage Association (FNMA)**, its successor and assigns, and all other parties hereafter dealing with or who may acquire any interest in the property herein described and particularly for the benefit of the title insurer which insures the title to said property in reliance thereon;

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

The borrower agrees that Fannie Mae keeps any hazard claim proceeds or interest accrued on those proceeds as a part of the DIL transaction (as opposed to disbursing those hazard claim proceeds to the borrower).

That in the execution and delivery of said Deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily, not under coercion or duress;

That, prior to the execution and delivery of said Deed, Grantor(s) either consulted with independent legal counsel or chose to forego such consultation; and

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

7/20/17
Dated

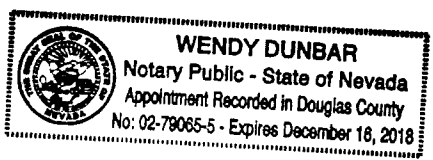
[Signature]
By: **SETH J. WALKER**

State of: Nevada)
County of: Douglas)

On 7.20.17 before me, Wendy Dunbar a notary public, personally appeared Seth J. Walker, 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.

WITNESS my hand and official seal. (Seal)

[Signature]
Signature



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a. 1220-03-311-013
 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'l/Ind'l
 g. Agricultural h. Mobile Home
 Other

FOR RECORDERS OPTIONAL USE ONLY
 Book _____ Page: _____
 Date of Recording: _____
 Notes: _____

3.a. Total Value/Sales Price of Property \$ 0
 b. Deed in Lieu of Foreclosure Only (value of property (0))
 c. Transfer Tax Value: \$ 0
 d. Real Property Transfer Tax Due \$ 0

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption per NRS 375.090, Section 02
 b. Explain Reason for Exemption: Transfer to a government entity

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 at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity: Title Agent
 Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)
 Print Name: Seth J. Walker
 Address: 1383 Pin Oak Dr.
 City: Gardenville
 State: NV Zip: 89410

BUYER (GRANTEE) INFORMATION
(REQUIRED)
 Print Name: FNMA
 Address: 14221 Dallas Pkwy #1000
 City: Dallas
 State: TX Zip: 75254

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)
 Print Name: Title 365 Escrow # T36-1700011
 Address: 5000 Birch #300
 City: Newport Beach State: CA Zip: 92660