

A. P. No. 1318-23-410-041

Escrow No. 01706051-KA

ESTOPPEL AND INDEMNITY

THIS ESTOPPEL AND INDEMNITY is made by JOHN PRUGLO, a single man ("Borrower"), for the benefit of ALBERT C. DEROBERTIS and KERRI DEROBERTIS, Trustees of the ROCKLIN PLUMBING INC., PROFIT SHARING PLAN ("Lender"), as follows:

WHEREAS:

A. Borrower owns that certain real property commonly known as 177 Ponderosa Drive, Stateline, Nevada, and is situate in the County of Douglas, State of Nevada (the "Real Property"), and is more particularly described as follows:

Lot 7, as shown on map of PONDEROSA PARK SUBDIVISION, filed in the office of the County Recorder of Douglas County, Nevada, on February 25, 1970, as Document No. 47249.

B. On or about November 18, 2014, Borrower borrowed from Lender \$70,000.00, as evidenced by that certain Promissory Note dated November 18, 2014, 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 November 21, 2014, as Document No. 2014-853214, in the Official Records of Douglas County, Nevada ("Deed of Trust");

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

D. 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

APN # 1318-23-410-041

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons.
(Pursuant to NRS 239b.030)

Recording Requested by and Return to:

TICORTITLE OF NEVADA, INC.
5441 Kietzke Lane, Suite 100

Reno, NV 89511

Estoppel and Indemnity
(Title on Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2 (Additional recording fee applies).

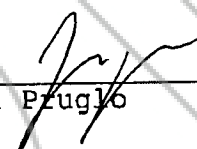
This cover page must be typed or printed clearly in black ink only.

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 12/22, 2017.



John Pruglo

STATE OF)
) ss
COUNTY OF)

This instrument was acknowledged before me on _____, 2017, by JOHN PRUGLO.

See attached acknowledgment
Notary Public

ACKNOWLEDGMENT

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 California
County of Sacramento

On December 28, 2017 before me, Michael John Rudkosky II
Notary Public
(insert name and title of the officer)

personally appeared John Pruglo
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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



Clear Form

Print Form