

WHEN RECORDED
RETURN TO: Thomas R. Brooksbank
201 WEST LIBERTY ST, STE 1
RENO NV 89501

173095

ESTOPPEL AFFIDAVIT

STATE OF Nevada
COUNTY OF Elko)SS.

The undersigned, WAYNE A. DILLON, being first duly sworn, depose and say:

1. The undersigned is the identical party who made, executed and delivered as grantor that certain deed to Associates Housing Finance LLC ("Grantee"), dated the 31 day of August, 1999, ("the Deed"), conveying that certain real property situate in Eureka County, Nevada, described as follows:

Lot 6 in Block 16 of CRESCENT VALLEY RANCH & FARMS UNIT NO. 1 as shown on the map filed in the office of the County Recorder of Eureka County, Nevada, as File No. 34081.

EXCEPTING, therefrom, all petroleum, oil, natural gas, and products derived therefrom reserved by SOUTHERN PACIFIC LAND COMPANY by deed recorded September 24, 1951 in Book 24 of Deeds at page 168 Eureka County, Nevada records.

ASSESSOR'S PARCEL NUMBER FOR 1999 - 2000: 02-036-04

Commonly known as 371 Third Street, Crescent Valley NV 89821.

2. The Deed is intended to be and is an absolute conveyance of the title to the Property to the Grantee named therein, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; it was the intention of the undersigned as grantor in the Deed to convey, and by the Deed the undersigned did convey to the Grantee therein all right, title and interest of the undersigned absolutely in and to the Property; possession of the Property has been surrendered to the Grantee.

3. The consideration for the Deed was and is the full release of the undersigned from personal liability with respect to all debts, obligations, costs, and charges (herein collectively "Indebtedness") secured by the deed of trust (herein "Deed of

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Trust") dated September 2, 1997, wherein Grantor is the trustor, Stewart Title Company, is the trustee and Grantee is the beneficiary, which Deed of Trust was recorded on October 29, 1997, in the official records of the County Recorder of Eureka County, Nevada, as document no. 168850, and which secures a note dated September 2, 1997, evidencing an obligation in the original principal amount of ONE HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED SEVENTY-THREE DOLLARS AND 22 CENTS (\$114,773.22).

4. In the execution and delivery of the Deed, the undersigned were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress. The Deed was made by the undersigned as a result of the undersigned's request that Grantee accept such a deed and was a free and voluntary act; at the time of making the deed, the undersigned believed and still believes that the Indebtedness represents a fair value of the Property so conveyed; the deed was not given as a preference against any other creditors of the undersigned; at the time the deed was given there was no other person, firm, corporation or other entity, other than the Grantee therein named, who had an interest either directly or indirectly in the Property; and the undersigned, in offering to execute the Deed to the Grantee therein and in executing same, was not acting under any duress, undue influence, misapprehension or misrepresentation by the Grantee in the Deed, or the agent or attorney of any other representative of the Grantee in the Deed; and it was the intention of the undersigned as Grantor in the Deed to convey, and by the Deed, the undersigned did convey to the Grantee therein all of Grantor's right, title, interest and estate absolutely in and to the Property.

5. There are no promises, undertakings or agreements relative to the Property other than an absolute conveyance of the Property to the Grantee named in the Deed for the consideration hereinbefore mentioned; and that all promises, undertakings and agreements of the undersigned and Grantee relating to the conveyance of the Property are expressed and embodied in the Affidavit.

6. No person or entity other than Grantee has or claims any interest in the Property not appearing of record, and no contract has been entered into for the sale or conveyance of the Property other than the conveyance to Grantee; that there is no outstanding unrecorded deed except the Deed to Grantee.

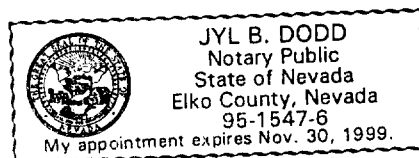
7. This Affidavit is made for the protection and benefit of the Grantee in the Deed, its successors and assigns and all other parties hereafter dealing with or who may acquire an interest in the Property, and is further made to Grantee for the purpose of inducing Grantee to accept an absolute conveyance of the Property in consideration of Grantee's release of the undersigned from personal liability under the Indebtedness.

8. Your affiant 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.

Wayne A. Dillon
WAYNE A. DILLON

SUBSCRIBED and SWORN to before me
this 31 day of August 1999.

JYL B. DODD
NOTARY PUBLIC in and for said
County and State



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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Brooksbank & Assoc
99 OCT 13 PM 12:58

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 165787 FEES \$10.00

173095

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