173246

CORRECTED ESTOPPEL AFFIDAVIT

STATE OF <u>Nevada</u>))SS. COUNTY OF <u>Eureka</u>)

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 15th day of November 1997, ("the Deed"), conveying that certain real property situate in Eureka County, Nevada, described as follows:

Lot 6 in Block 14 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

SUBSCRIBED and SWORN to before me this 3dd day of November, 1999.

NOTARY PUBLIC in and for said County and State KRISTEN R. SENA NOTARY PUBLIC STATE OF NEVADA COMMISSION NO. 99-55301-6 Comm. Expires June 4, 2003

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OFFICIAL RECORDS
RECORDED AT THE RECIPEST OF Shomas R. Drooksbanks egg.

99 NOV 15 AM 8:58

EUREKA COUNTY NEVADA M.N. REBALEATI. RECORDER FILE NO. FEES /0 00 173246



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State of Nevada Declaration of Value

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2.	Type of Property: a) U Vacant Land c) C Condo/Twnhse e) Apt. Bldg. g) Aggicultural	f) 🗆 Comm1/Ind1 b) 🔀 Mobile Home	FOR RECORDERS OPTIONAL USE ONLY Document/Instrument #: 173246 Book: 331 Page: 157-160 Date of Recording: 1999 Notes:	
_	i) Other	+ Land	s 120,000.00	
.5.	Total Value/Sales Price of Property:			
	Deduct Assumed Liens and/or Encumbrances:		(112,841,52) ent # 168850 Rook 315 Page 255 \	
(Provide recording information: Doc/Instrument #: 168850 Book 315			Dook 1age:)	
	Transfer Tax Value per NRS 375.010, Section 2:		S7,158.48	
	Real Property Transfer Tax	Due:	\$9.31	
4. If Exemption Claimed:				
	a. Transfer Tax Exemption, per NRS 375.090, Section: N/A			
	b. Explain Reason for Exemption: N/A			
			N/A	
5.	Partial Interest: Percentage being transferred: N/A 0/2			
The undersigned Seller (Grantor)/Buyer (Grantee), declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 an NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1 1/2% per month. Pursuant t NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed. SELLER (GRANTOR) INFORMATION BUYEF BRANTEE INFORMATION				
Seller Signature:			Buyer Signature: THOMAS R. BROOKSBANK	
Print Name:			Print Name:	
Address:			Address: 201 W. Liberty St #1	
Oity:			City: - Reno	
- /	State: Telephone: ()		State: Zip:	
	Capacity:	***	Telephone: (775) 329-5114	
1	oupacity. According for G ee			
	COMPANY REQUESTING RECORDING Co. Name: Esc. #:			
	(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)			
(ACAT COUNTRIES TO THE PERSON OF THE PERSON				