

428457

173563

T.S. No. 99-1525-03

Loan No. 62302991

99-20997 JCW

**GRANT DEED IN LIEU OF FORECLOSURE**

The undersigned grantor(s) declare(s):

The Grantee herein was the Beneficiary

The amount of the unpaid debt together with costs was \$77,540.49

The amount paid by the Grantee over and above the unpaid debt was \$ 0.00

The Documentary Transfer Tax is \$ 101.40

Said Property is in ( x ) unincorporated area or

( ) City of \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **JIM DAVIDS** and **KRISTI DAVIDS**, ("Grantor") hereby GRANTS IN LIEU OF FORECLOSURE to **Bankamerica Housing Services, A Division of Bank of America, FSB**, ("Grantee") the following property in the County of **Eureka**, State of **Nevada**, commonly described as **2259 Lander Street, Crescent Valley, Nevada**, and more particularly described as follows:

Lot 12, Block 9, of Crescent Valley Ranch & Farms, Unit No. 1, as per map recorded in the office of the County Recorder of Eureka County, Nevada as File #34081.

EXCEPTING THEREFROM, all petroleum, oil, natural gas and products derived therefrom, within or underlying said land or that may be produced therefrom, and all rights thereto, as reserved by Southern Pacific Land Company in Deed to H.J. Buchenau and Elsie Buchenau, recorded September 24, 1951 in Book 24 of Deeds at Page 168, Eureka County, Nevada.

A.P.N. 002-017-19

ALONG WITH the transfer of ownership interest in that certain property described as a manufactured home and more particularly described as follows:

**1998 The Karsten Company Meadow Creek Mobile Home**

**Title No. B-179272**

**Serial No. 09987418509A / 09987418509B**

This deed is an absolute conveyance, the grantor having sold said land to the grantee for a fair and adequate consideration.

Grantor declares that this conveyance is freely and fairly made and that there are no agreements, oral or written, other than this Deed, between Grantor and Grantee with respect to said land. It is the intent of the parties that the execution, delivery and recordation of this Grant Deed in Lieu of Foreclosure, shall not merge with the Deed of Trust, and that Lender and their successors



**ESTOPPEL AFFIDAVITS**

Affidavit and Agreement of Individual(s) Giving Deed in Lieu of Foreclosure:

STATE OF Nevada )  
 )  
COUNTY OF Eureka )<sup>SS</sup>  
 )

1. **Jim Davids and Kristi Davids** ("Borrower") being first duly sworn, deposes and says: That they are the identical party who made, executed, and delivered that certain deed to **Bankamerica Housing Services, A Division of Bank of America, FSB**, ("Lender") conveying the real property located at **Eureka County, Nevada, commonly described as 2259 Lander Street, Crescent Valley, Nevada**, and more particularly described as follows:

Lot 12, Block 9, of Crescent Valley Ranch & Farms, Unit No. 1, as per map recorded in the office of the County Recorder of Eureka County, Nevada as File #34081.

EXCEPTING THEREFROM, all petroleum, oil, natural gas and products derived therefrom, within or underlying said land or that may be produced therefrom, and all rights thereto, as reserved by Southern Pacific Land Company in Deed to H.J. Buchenau and Elsie Buchenau, recorded September 24, 1951 in Book 24 of Deeds at Page 168, Eureka County, Nevada.

ALONG WITH the transfer of ownership interest in that certain property described as a manufactured home and more particularly described as follows:

**1998 The Karsten Company Meadow Creek Mobile Home**  
**Title No. B-179272**  
**Serial No. 09987418509A / 09987418509B**

The real and personal properties are herein sometimes collectively referred to as the "Property".

2. That the aforesaid deed and transfer is intended to be and is an absolute conveyance of the title to said premises to the grantee named therein, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of Borrower as grantor in said deed to convey, and by said deed this Borrower did convey to the grantee therein all its right, title, and interest absolutely in and to said premises and to that effect Borrower hereby forever waives and releases all rights of redemption and any other rights, if any, which Borrower might have or had in connection with the Property. The deed, however, shall not merge with the Deed of Trust described herein, and Lender shall continue to enjoy all rights and remedies as set forth in the Deed of Trust including, if necessary, the right to foreclosure;

3. That possession of said premises is hereby surrendered to the grantee. Lender may at any time sell, transfer, lease, assign or abandon the Property and may take or omit to take any action which Lender in their discretion may deem to be in their best interest and Borrower shall have no right, title or interest in or to any portion of any consideration received by Lender in connection with any such sale, transfer, lease, assignment or abandonment of the Property;
4. That in the execution and delivery of said deed Borrower was not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and was not acting under coercion or duress;
5. That the consideration for said deed is the cancellation of debts, obligations, costs, and charges as to Borrower only, secured by those certain deeds of trust, security agreements and loan documents heretofore existing on above-said property as follows:
  - A. Promissory Note dated **8/21/97** in the principal sum of **\$75,257.71**;
  - B. Security Agreement dated **8/21/97** thereby granting Lender a security interest in the manufactured home set forth above; and
  - C. Deed of Trust dated **8/21/97** and recorded on **8/29/97**, in the Official Records of the **Eureka** County Recorder as Instrument No. **168324**, Book **312** Page **167**, granting a security interest in the real property set forth above;
6. At the time of making this deed, Borrower represents the following:
  - A. The payments due under the Note are in default;
  - B. The unpaid debt together with costs as of **9/20/99**, is **\$77,540.49** (the "Debt"); and
  - C. Lender and Borrower believe that the above debt exceeds the fair market value of the Properties. To spare the time and expense of a foreclosure sale of the Property, Borrower desired to transfer the Property to Lender in lieu of foreclosure.
7. This affidavit and agreement is made for the protection and benefit of the grantees in said deed, their 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 the Title Company which is about to insure the title to said property in reliance thereon, and any other title company which may hereafter insure the title to said property. The Lender by accepting the deed, and borrower by signing this affidavit and agreement, settle, dismiss, release, and covenant not to sue one another with respect to the Property and/or the above loan documents; and
8. Borrower, 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 herein above set forth.

Dated: 10/28/99

[Signature]  
JIM DAVIDS

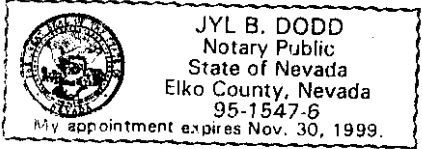
Dated: 10/28/99

[Signature]  
KRISTI DAVIDS

STATE OF Nevada )  
 ) S.S.  
COUNTY OF Elko )

On 10-28-99, 1999, before me, JYL DODD a Notary Public in and for said County and State, personally appeared JIM DAVIDS and KRISTI DAVIDS personally known to me (or proved to me on the basis 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 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



[Signature]

RECORDING REQUESTED BY:  
FIRST AMERICAN TITLE INSURANCE COMPANY  
AND WHEN RECORDED MAIL TO:

GreenPoint Credit Corp.  
Foreclosure Department #79090  
10089 Willow Creek Road  
San Diego, CA 92131

MAIL TAX STATEMENTS TO:  
Same as Above

BOOK **331** PAGE **516**  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
First American Title  
99 DEC 10 PM 1:17  
EUREKA COUNTY, NEVADA  
M.H. REBALEATI, RECORDER  
FILE NO. **173563**  
FEES **11.00**

BOOK **331** PAGE **520**

# State of Nevada Declaration of Value

1. Assessor Parcel Number(s)  
 a) 002-017-19  
 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  
 i)  Other \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Document/Instrument #: 173,563  
 Book: 331 Page: 516  
 Date of Recording: 12-10-99  
 Notes: \_\_\_\_\_

3. Total Value/Sales Price of Property: \$ 77,540.49  
 Deduct Assumed Liens and/or Encumbrances: ( \_\_\_\_\_ )  
 (Provide recording information: Doc/Instrument #: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_ )

Transfer Tax Value per NRS 375.010, Section 2: \$ 77,540.49  
 Real Property Transfer Tax Due: \$ 10,140

4. **If Exemption Claimed:**  
 a. Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_  
 b. Explain Reason for Exemption: \_\_\_\_\_  
 \_\_\_\_\_

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned Seller (Grantor)/Buyer (Grantee), 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 1/2% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

**SELLER (GRANTOR) INFORMATION**

**BUYER (GRANTEE) INFORMATION**

Seller Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_  
 Capacity: \_\_\_\_\_

Buyer Signature: Wilkinson  
 Print Name: Bank of America Housing  
 Address: 10089 Willow Creek Rd.  
 City: San Diego  
 State: CA Zip: 92131  
 Telephone: ( ) \_\_\_\_\_  
 Capacity: Agent

**COMPANY REQUESTING RECORDING**

Co. Name: First American Esc. #: 99-20997 JCW

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)