

ASSESSOR'S PARCEL NO 01-036-02  
MAIL TAX STATEMENT OF:  
James and Vera Baumann  
P.O. Box 308  
Eureka, NV 89316

**181005**

DEED IN LIEU OF FORECLOSURE

**THIS AGREEMENT** is made and executed on 2/19, 2003, by **RENNELL BARNEY and MARTY BARNEY**, husband and wife, herein referred to as "Grantors," and **JAMES E. BAUMANN and VERA BAUMANN**, husband and wife, herein referred to as "Grantees."

**RECITALS:**

A. Grantors are the owners of real property located in Eureka County, Nevada, which is more fully described follows:

All of Lots 6, 7, 8, 9, 10 and 11, in Block 20 as the same are delineated and described on the Official Map or Plat of the Townsite of Eureka, on file in the Office of the County Recorder of Eureka County, Nevada.

**EXCEPTING THEREFROM** all uranium, thorium, or any other material which may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value in and under said land reserved by the United States of America, in Patent recorded December 19, 1944 in Book 23, Page 226, Deed Records, Eureka County, Nevada.

**TOGETHER WITH** any and all buildings and improvements situate thereon

**TOGETHER WITH** the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

B. On June 24, 1998, Grantors executed and delivered to Grantees a Promissory Note in the amount of SIX THOUSAND AND NO/100 DOLLARS (\$60,000.00) evidencing the balance of the purchase price for the real estate described above. A Deed of Trust securing said Promissory Note was executed on June 24, 1998 conveying the property to JAMES E. BAUMANN and VERA BAUMANN as Trustee. The Deed of Trust was recorded on July 9, 1998, in Book 319, Page 484, Document 1170244, of the records of the Eureka County Recorder's Office, Eureka County, Nevada.

C. Grantors are in default on their payments required by the Promissory Note and Deed of Trust. Grantors desire to convey to Grantees the property described above as consideration

for Grantees' release of Grantors from the covenant to pay the remaining unpaid balance under the Promissory Note and Deed of Trust.

D. Grantors desire to accept the conveyance of the property, and will release Grantors from the covenants for payment of the remaining unpaid balance, including all interest which has accrued thereon, under Promissory Note and Deed of Trust.

E. Grantors join in the execution of this Deed in Lieu of Foreclosure for the purpose of evidencing that the Grantees hereby accept this conveyance as being satisfaction of the remaining unpaid balance, including all interest which has accrued thereon, secured by the Deed of Trust above described.

F. Theoppel Certificate attached hereto is incorporated as if fully set out herein by this reference as Exhibit A.

Therefore the parties agree as follows:

## **SECTION ONE**

### **GRANT, BARGAIN AND SELL**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RENNELL BARNEY and MARTHA BARNEY**, husband and wife, as Grantors, do hereby grant, bargain and sell, as an absolute conveyance, to **JAMES E. BAUMANN and VERA BAUMANN**, husband and wife, as Grantees, as community property with right of survivorship and not as tenants in common, and to their assigns and the heirs, executors, administrators, successors, and assigns of the survivor forever, the property located in Eureka County, Nevada and more particularly described under "Recitals" above.

## **SECTION TWO**

### **RIGHT OF REDEMPTION**

Grantors acknowledge that they entered into this agreement of their own free will. Grantors also acknowledge that this release from their obligation under the Promissory Note and Deed of Trust constitutes valid consideration for conveyance of this deed. Grantors further acknowledge that, on conveyance of the Deed, they will have no right of redemption of the property, and will be estopped from asserting any claim to redemption against the property.

## **SECTION THREE**

### **IMPACT OF BANKRUPTCY**

1. Grantors represent that they are not subject to any bankruptcy proceeding, assignment for benefit creditors, or similar proceedings, and have not committed any act of bankruptcy. On conveyance of the property, Grantors further represent that they will not become

bankrupt or insolvent that conveyance of the property will not constitute a preferential transfer under bankruptcy law.

2. The parties understand and agree that if a bankruptcy proceeding is brought by or against Grantors, or Grantors are adjudged a bankrupt within three (3) months of the date on which this Deed is delivered, Grantees may, at their sole option, reconvey the property to Grantors or the bankruptcy trustee, and may proceed with foreclosure or any other remedy available to it under the Promissory Note and Deed of Trust. Grantees shall cancel and deliver the Promissory Note and Deed of Trust only if such bankruptcy proceedings are brought by or against Grantors, and no other proceedings affecting title are brought or threatened within the three (3) month period.

**GRANTORS:**

*Rennell Barney*  
RENNELL BARNEY

*Martha Barney*  
MARTHA BARNEY

**GRANTEES:**

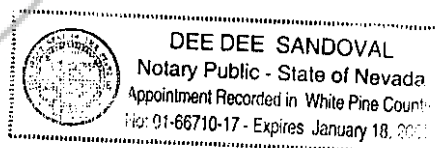
*James E. Baumann*  
JAMES E. BAUMANN

*Vera Baumann*  
VERA BAUMANN

STATE OF NEVADA     )  
                                  )SS.  
COUNTY OF ELKO     )

On February 1, 2003, personally appeared before me, a Notary Public, **RENNELL BARNEY** and **MARTHA BARNEY**, personally known to me or proven to me to be the person whose name is subscribed to the above instrument and who acknowledged that he executed said instrument.

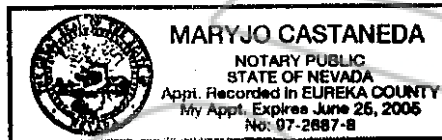
*Dee Dee Sandoval*  
NOTARY PUBLIC



STATE OF NEVADA     )  
                                      )SS.  
COUNTY OF ELKO     )

On Feb. 26, 2003, personally appeared before me, a Notary Public, **JAMES E. BAUMANN** and **VERA BAUMANN**, personally known to me or proven to me to be the persons whose names are subscribed to the above instrument and who acknowledged that they executed said instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT A**

STATE OF NEVADA     )  
                                      ) SS.  
COUNTY OF ELKO     )

**RENNE BARNEY** and **MARTHA BARNEY**, husband and wife, being first duly sworn, depose and say: that they are the parties who made, executed, and delivered that certain Deed to **JAMES E. BAUMANN** and **VERA BAUMANN**, dated the 19 day of February 2003, conveying the following described property, to-wit:

All of L 5, 6, 7, 8, 9, 10 and 11, in Block 20 as the same are delineated and described on the Official Map or Plat of the Townsite of Eureka, on file in the Office of the County Recorder of Eureka County, Nevada.

**EXCEPT THEREFROM** all uranium, thorium, or any other material which it may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value in and under said land reserved by the United States of America, in Patent recorded December 19, 1944 Book 23, Page 226, Deed Records, Eureka County, Nevada.

**TOGETHER WITH** any and all buildings and improvements situate thereon

**TOGETHER WITH** the tenements, hereditaments and appurtenances thereon belonging or in anywise appertaining, and the reversion and remainder, remainder and remainders, rents, issues and profits thereof.

That the said Deed was intended to be and was an absolute conveyance of the title to said premises the Grantees 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 the affiants as

Grantors in said Deed convey, and by said Deed affiants did convey to the Grantees therein all their right, title and interest absolutely in and to said premises; and that possession of said premises has been surrendered to the Grantees;

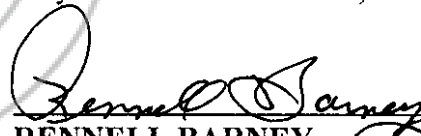
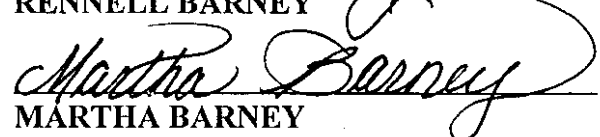
That in execution and delivery of said Deed, affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That the resaid Deed was not given as a preference against any other creditors of the affiants; that at the time it was given there were no other person or persons, firms or corporations, other than the Grantees herein named interested, either directly or indirectly, in said premises; that affiants are solvent and have no other creditors whose rights would be prejudiced by such conveyance; and that affiants are not obligated upon any bond or other mortgage whereby any lien has been created or exists against the premises described in said Deed;

That the consideration for said Deed was and is credit and discharge to affiants of the remaining unpaid balance, including all interest which has accrued thereon, by Grantees and the full cancellation of all debt obligations, costs, and charges secured by that certain deed of trust heretofore existing on said property executed by **RENELL BARNEY** and **MARTHA BARNEY** to **JAMES E. BAUMANN** and **VERA BAUMANN**, as recorded on July 9, 1998, in Book 319, Page 484, Document M170244, of the records of the Eureka County Recorder's Office, Eureka County, Nevada, and the release of record of said deed of trust; and that at the time of making said Deed affiants believed and now believe that the aforesaid consideration therefor represents the fair market value of the property so deeded and conveyed;

This affidavit is made for the protection and benefit of the Grantees in said Deed and their successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described; and

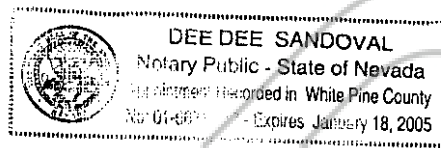
That affiants will testify, declare, depose, or certify before any competent tribunal, officers or person, in a case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

  
RENELL BARNEY  
  
MARTHA BARNEY

STATE OF NEVADA     )  
                                  )SS.  
COUNTY OF ELKO     )

On 2/19, 2003, personally appeared before me, a Notary Public, **RENNELL BARNEY** and **MARTY BARNEY**, personally known to me or proven to me to be the person whose name is subscribed to the above instrument and who acknowledged that he executed said instrument.

  
NOTARY PUBLIC



BOOK **358** PAGE **37**  
OFFICIAL RECORDS  
RECORDED AT THE COUNTY CLERK'S OFFICE  
*Vera Bauman*  
**03 FEB 27 PM 4:2**  
CLERK OF DISTRICT COURT, NEVADA  
FILE NO. **181005**

**181005**

BOOK 358 PAGE 302

# STATE OF NEVADA DECLARATION OF VALUE

## 1. Assessor Parcel Number (s)

- a) 001-036-02  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

### FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument#: 181005  
Book: 358 Page: 297  
Date of Recording: 2-27-03  
Notes: \_\_\_\_\_

## 2. Type of Property:

- |  |              |                             |                 |
|--|--------------|-----------------------------|-----------------|
| a) <input checked="" type="checkbox"/> | Vacant Land  | b) <input type="checkbox"/> | Single Fam Res. |
| c) <input type="checkbox"/>            | Condo/Twnh   | d) <input type="checkbox"/> | 2-4 Plex        |
| e) <input type="checkbox"/>            | Apt. Bldg.   | f) <input type="checkbox"/> | Comm'l/Ind'l    |
| g) <input type="checkbox"/>            | Agricultural | h) <input type="checkbox"/> | Mobile Home     |
| i) <input type="checkbox"/>            | Other        |                             |                 |

## 3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property)

Transfer Tax Value:

Real Property Transfer Tax Due:

\$ 60,000.00  
\$ 30,000.00  
\$ \_\_\_\_\_  
\$ 39.00

## 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 declarant 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 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 375.010 the Buyer and Seller shall be jointly and severally liable for any additional amount owed

Signature Vera Baumann Capacity owner  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

## SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

## BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: JAMES E. & VERA L. BAUMANN  
Address: P.O. Box 308  
City: EUREKA  
State: NV Zip: 89316

## COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)