

181509

ESTOPPEL AFFIDAVIT

031103605

STATE OF NEVADA )  
 ) ss.  
COUNTY OF EUREKA )

I, Wade D. Mary, being first duly sworn, deposes and says:

1. I, Wade D. Mary ("Grantor") is the identical party who made, executed and delivered that certain deed ("the Deed") to Associates Housing Finance, LLC ("Grantee"), conveying that certain real property situate in Eureka County, Nevada, described as follows:

Lot 2 and 3, Blk 15, of CRESCENT VALLEY RANCH & FARMS UNIT NO. 1,  
as per map record in the office of the County Recorder of Eureka County, Nevada  
as File #34081

("the Property")

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

3. The consideration for the Deed was, and is, (i) the full cancellation of all debts, obligations, costs, and charges (herein collectively "Indebtedness") secured by the following described deed of trust herein ("Deed of Trust"), and (ii) the reconveyance of the Deed of Trust; (a) A Deed of Trust dated May 13, 1999, wherein Grantor is the trustor, Stewart Title of Northeastern Nevada, is the trustee, and Great Basin Bank of Nevada is the beneficiary, which deed of trust was recorded on January 19, 1999, as Document No. 171761 and re-recorded on April 2, 1999, as Document No. 172112 Official Records of the County Recorder of Eureka County, Nevada, and which secures a note on date therewith evidencing an obligation in the original principal amount of SIXTY THREE THOUSAND AND ZERO/100THS DOLLARS (\$63,000.00). Great Basin assigned its beneficial interest under the Deed of Trust to Grantee, Associates Housing Finance, LLC by assignment recorded January 19, 1999 as Document NO. 171762, Book 324, Page 595.

4. In the execution and delivery of the Deed, Grantor was not acting under any misapprehension as to effect thereof, and acted freely and voluntarily and was not acting under coercion or duress. The Deed was made by Grantor as a result of Grantor's request that Grantee accept such a deed as was a free and voluntary act; at the time of making the Deed, Grantor believed and still believes that the Indebtedness represents a fair value of the Property so conveyed; that the Deed was not given as a preference against any other creditors of Grantor; that at the time the Deed was given there was no other person, firm, corporation or other entity, other than the

Grantee therein named, no had an interest either directly or indirectly in the Property, and that Grantor, 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, or the agent, attorney or any other representative of the Grantee, and that it was the intention of the Grantor as grantor in the Deed to convey, and by the Deed Grantor did convey, to the Grantee therein all of Grantor's right, title, interest and estate absolutely in and to the property.

5. There are promises, undertakings or agreements relative to the Property other than an absolute conveyance of the property to the Grantee for the consideration hereinbefore mentioned; and that all promises, undertakings and agreements of Grantor and Grantee relating to the conveyance of the property are expressed and embodied in this Affidavit.

6. Grantor has not granted any interest or right in the Property to any person or entity other than Grantee, and the actual knowledge of the Grantor no other person or entity has or claims to have any interest in the Property not appearing of record, and no contract to which Grantor is a party has been entered into for sale or conveyance of the Property other than the conveyance to Grantee; and there is no outstanding unrecorded deed of the Property to which Grantor is a party except the Deed to Grantee.

7. This Affidavit is made for the protection and benefit of the Grantee, 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 Grantor from personal liability for the Indebtedness, and particularly for the benefit of Stewart Title of Northern Nevada which is about to insure the title to the Property herein, and any other title company which may hereafter insure the title to the Property.

8. Grantor hereby surrenders all right title and interest to the manufactured home on the Property described as a 1955 Fleetwood Brookfield, Serial Number IDFLR04AB18204BF, and the real property described

Lot 2 and 3, Block 15, of CRESCENT VALLEY RANCH & FARMS UNIT NO. 1,  
as per map record in the office of the County Recorder of Eureka County, Nevada  
as File #34081.

9. Your affidavit 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.

SIGNATURE ON NEXT PAGE

Waide Mallo  
WAIDE D. MALLORY RANTOR

SUBSCRIBED AND SWORN to before me  
this 20 day of March, 2003.

Linda D. Kucala  
NOTARY PUBLIC in & for said County  
and State.



Page 3 of 3

BOOK 360 PAGE 57  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Stewart Lutz  
2003 MAR 31 PM 1:21

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. 16 <sup>00</sup>

**181509**

BOOK 360 PAGE 059