

First American Title

A.P.N.: 002-038-22

When Recorded, Mail To:
W.T. CAPITAL LENDER SERVICES
7522 North Colonial Avenue, Suite 101
Fresno, CA 93711

BOOK 424 PAGE 005-009
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
First American Title
2005 SEP 30 PM 2:05

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 18⁰⁰

201176

Order 2751425

Space Above This Line For Recorder's Use Only

Loan No.: 24415456-3

T.S. No.: 05-6487-03

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 \$61,888.78
The amount paid by the Grantee over and above the unpaid debt was \$ 0.00
The Documentary Transfer Tax is \$ 241.80
Said Property is in () unincorporated area or
(X) City of Crescent Valley

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **Donna M. Woods**, ("Grantor") hereby GRANTS IN LIEU OF FORECLOSURE to **Green Tree Servicing, LLC, f/k/a Green Tree Financial Corporation**, ("Grantee") the following property in the County of **Eureka**, State of **Nevada**, commonly described as **447 4th St, Crescent Valley, Nevada**, and more particularly described as follows:

Lot 8, Block 22, 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 Deed at Page 168, Eureka County, Nevada.

A.P.N. 002-038-22

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

ESTOPPEL AFFIDAVITS

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

STATE OF *Washington*)
)ss
COUNTY OF *Chelan*)

- 1. **Donna M. Woods** ("Borrower") being first duly sworn, deposes and says: That they are the identical party who made, executed, and delivered that certain deed to **Green Tree Servicing, LLC, f/k/a Green Tree Financial Corporation**, ("Lender") conveying the real property located at **Eureka County, Nevada**, commonly described as **447 4th St, Crescent Valley, Nevada**, and more particularly described as follows:

Lot 8, Block 22, 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 Deed 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:

**1997 Nashua Castlewood
Certificate No.: B0188876
Serial No.: NCID36333AB**

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 10/21/1997 in the principal sum of \$66,808.23;
 - B. Security Agreement dated 10/21/1997 thereby granting Lender a security interest in the manufactured home set forth above; and
 - C. Deed of Trust dated 10/21/1997 and recorded on 11/7/1997, in the Official Records of the Eureka County Recorder as Instrument No. 168874, Book 315 Page 329, 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 8/25/2005, is \$61,888.78 (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: Sept 20, 2005

Donna M. Woods
Donna M. Woods

STATE OF WASHINGTON)
) S.S.
COUNTY OF CHelan)

On 9/20/05, before me, Nicolas Jimenez Jr. a Notary Public in and for said County and State, personally appeared Donna M Woods 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

Nicolas Jimenez Jr.

NICOLAS JIMENEZ JR
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 10-21-07

201176

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a) 002-038-22
 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
 Other

FOR RECORDERS OPTIONAL USE ONLY
 Document/Instrument #: 201176
 Book 424 Page: 005-009
 Date of Recording: 9-30-05
 Notes: _____

3. Total Value/Sales Price of Property \$ _____
 Deed in Lieu of Foreclosure Only (value of property) (61,888.78)
 Transfer Tax Value: \$ _____
 Real Property Transfer Tax Due \$ 241.80

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 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 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 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity Trustee's Sale Officer
 Signature _____ Capacity _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Trustee's Sale Officer,
 Print Name: Anthony R. Garcia WT Capital Lender Services
 Address: 7522 North Colonial Avenue, Suite 101
 City: Fresno
 State: CA Zip: 93711

Print Name: Green Tree Servicing, LLC
 Address: 9600 Center Avenue, Suite 160
 City: Rancho Cucamonga
 State: CA Zip: 91730

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)