		02:34 PM
	07/18/2012 Official	Record
	Recording requested VANDERBILT MORTGAGE	By & FINANCE INC
	VANDERBILL HORRONS	ity - NV
APN # 207-396-25	Mike Rebaleati	- Kecorder _
NII 001-010-25	Fee: \$220,00	Page 1 of 7 Recorded By: FES
	RPTT: \$132.60 Book- 534 Page-	
Grantee: Vandenbilt Mortgage and Finance, Inc. 500 Alcoa Trail Maryulle, TN 37804	0220821	
STATE OF Nevada		\
COUNTY PARISH OF Eureka		, /
		7
S - W DILL OF FOREST OO	TIDE.	
DEED IN LIEU OF FORECLOS	JKE	
/ / .		
THIS DEED, made this <u>1st</u> day of <u>June</u>		id between
Randy S. Peek and Kristin A. Peek	L("Grantor")
and Vanderbilt Mortgage and Finance, Inc., a corporation orga	nized and existing	under the
Grantors: Kan	dy and Kristin	Rock
laws of the State of Tennessee ("Grantee").	० उस औ	•
() ()	reka, NU 89	316
WHEREAS, Grantor is the fee simple owner of the real proper	Tit.	
located in the county and state above set forth, being more part	cularly described in	n Exhibit A
attached hereto and incorporated herein by reference, and incl	uding the following	described
manufactured home:		,
manufactured nome.	-	
Make: CMH Model:	Berkshire Firesid	e
		
Serial Number(s): SAC033501C	AAB	
(the "Property")		
WHEREAS, Grantee made Grantor (or one of the Grantors if ther	e are two (2) or mor	e Grantors)
a loan or financial accommodation in the original principal amo	ount of \$ 139,239,50	under
agreement dated9/4/08("Loan"), said Loar		
pursuant to mortgage, deed of trust or trust deed rec	orded in the off	ice of the
Recorder of Eureka cour	ty on9/10/	08
in Book 476 Page 330 or	as instrumer	nt number
021243	(the "Security Ins	trument");

WHEREAS, the Grantor is in default of the Loan, the full amount of the Loan is due and payable, and the Grantor is unable to pay Grantee the full amount due under the Loan;

WHEREAS, the fair market value of the Property does not equal or exceed the full amount of the Loan due and payable to the Grantee and, accordingly, the Grantor has no equity in the Property;

WHEREAS, the Grantee is agreeable to acceptance of the Property pursuant to this Deed In Lieu of Foreclosure to avoid the necessity of foreclosure and the time required to effect foreclosure and the termination of any equity of redemption provided by law;

WHEREAS, in connection with Grantee's acceptance of this Deed In Lieu of Foreclosure the Grantee has agreed to deliver to Grantor a covenant not to sue Grantor, or any other party obligated under the Loan, for any obligation which Grantor or other such party may have under the Loan; and

WHEREAS, the Grantor and Grantee have agreed to further understandings in connection with this Deed In Lieu of Foreclosure, such understandings being set forth in "Agreement Regarding Deed In Lieu Of Foreclosure" of same date hereof, provided, however, that such further understandings are not and shall not be deemed conditions precedent to this Deed In Lieu of Foreclosure upon recordation of this Deed In Lieu of Foreclosure in the public real property records of the county or parish and state wherein the Property is located;

NOW, THEREFORE, for and in consideration of the foregoing, the Grantor does hereby freely and voluntarily grant, bargain, sell, convey and transfer unto the Grantee fee simple title to the Property described in Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and its successor and assigns and to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and its successors and assigns against every person whomsoever lawfully claiming, or claiming the same, or any part thereof, by, through, or under the Grantor but not otherwise.

IT IS THE PURPOSE AND INTENT OF BOTH GRANTOR AND GRANTEE THAT THE FEE SIMPLE INTEREST CONVEYED BY GRANTOR HEREIN TO GRANTEE SHALL NOT MERGE WITH THE INTEREST OF THE GRANTEE UNDER THE LOAN AND SECURITY INSTRUMENT, AND THE SECURITY INSTRUMENT SHALL CONTINUE AS A LIEN ON THE PROPERTY UNTIL THE PROPERTY IS RECONVEYED BY GRANTEE. GRANTOR FURTHERMORE WAIVES ANY RIGHT GRANTOR MAY HAVE UNDER LAW TO REDEEM THE PROPERTY.

Rev 03/28/11

IN WITNESS WHEREOF, the Grantor has hereunto his or her hand and seal the day and year first above set forth. (Borrower Signature) Kristin A. Peek Randy S. Peek (Typed/Printed Name) (Typed/Printed Name) (Witness Signature #2) (Witness Signature #1) (Typed/Printed Name)

ESTOPPEL AFFIDAVIT Randy S. Peek and Kristin A. Peek

STATE OF Nevada)) SS.	
COUNTY OF Eureka		<i>j</i> 55.)

Randy S. Peek and Kristin A. Peek, being first duly sworn, each for himself and herself, deposes and says: That they are the identical parties who made, executed, and delivered that certain deed to Vanderbilt Mortgage and Finance, Inc., Dated the 1st day of June, 2012 conveying the following described property, to wit:

"Exhibit A"

That affiants now are, and at all times herein mentioned, was an individual,

That the aforesaid deed 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 is/was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to the grantee therein all their rights, title and interest absolutely in and to said premises; that possession of said premises has been surrendered to the grantee:

That in the executed 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 consideration for said deed was/is payment to affiants of the sum of \$1, by grantee, and the full cancellation of all debts, obligations, costs and charges secured by that certain deed of trust heretofore existing on said property executed by Randy S. Peek and Kristin A. Peek, Trustor, to Tom Corea, as Trustee, for Vanderbilt Mortgage and Finance, Inc, as Beneficiary, dated the 4th day of September,

2008 and recorded as Instrument No. # and/or in Book 476 Page 330 of Official Records, in Eureka County, State of Nevada, and the reconveyance of said property under said deed of trust; That at the time of making said deed, affiants believed and now believe that the aforesaid consideration therefor represents the fair value of the property so deeded;

This affidavit is made for the protection and benefit of the grantee in said deed, his 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 Vanderbilt Mortgage and Finance, Inc.;

That affiants, and each of them will testify, declare, depose or certify under penalty of perjury 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.

Randy S. Peel

Kristin 7

Robert Morio, Loss Mitigation Manager

*notary acknowledgment attached

EXHIBIT "A" Legal Description

Parcel F as shown on that certain Parcel Map for GARY and JONILYNN HALL filed in the Office of the County Recorder of Eureka County, State of Nevada, on August 19, 1988, as File No. 120755, being a portion of Parcel "D" of Parcel Map, Document No. 118810, E1/2 Section 17, TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B.&M.

EXCEPTING THEREFROM all the oil and gas lying in and under said land as reserved by the U.S.A., in Patent recorded April 15, 1966, in Book 10, Page 331, Official Records, Eureka County, Nevada.

EXCEPTING THEREFROM an undivided one-half interest in and to all of their right, title and interest in the mineral rights lying in and under said land as reserved by EARL A. RASMUSSEN and LAVERNIA C. RASMUSSEN, as Co-Trustees of the RASMUSSEN TRUST, et al in deeds recorded March 26, 1996, in Book 294 and Pages 266 and 274, and recorded July 11, 1996, in Book 297, Pages 482, 485, 490, 494, 498 and 502, Official Records, Eureka County, Nevada

APN: 007-396-25

Order Number: 00168677

0220821 Book: 534 07/18/2012 Page: 87 Page: 5 of 7

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State of California	7 /
County of INVO	
The foregoing instrument was acknowledged before me this	day of
JUNE 2012 by RANDYS, PEEK & KNOTIN	<u>AYEE</u> K
(Seal, If Any)	
Notary Public ALI MCMURRAY	
My Commission Expires: 6/18/13 Serial number, if any:	

Notary Acknowledgment (co, ct, ky, ME, MI, NE, NV, ND, OH, UT, VA & WV)-Multi/575 (July 2009)

State of Tennessee
Blesn + County
Before me, the undersigned Notary Public with and for the State and County aforesaid, personally appeared
Witness my hand and seal at office at Mary III TN
Tennessee on this the 31 day of Jan 2012.
(Signature of Notary Public) STATE OF TENNESSEE NOTARY PUBLIC PUBLIC TOTAL NOTARY PUBLIC TOTAL NOTARY PUBLIC TOTAL NOTARY PUBLIC TENNESSEE
Notary Public NOTARY If Any)
My Commission Expires: 1607 17

Notary Acknowledgment-TN/625

STATE OF NEVADA DECLARATION OF VALUE

DECLARATION OF VALUE	DOC # DV-220821
1. Assessors Parcel Number(s) a) 007-396-25	07/18/2012 02:34 PM Official Record
b)	Recording requested By
c)	VANDERBILT MORTGAGE & FINANCE INC
d)	Eureka County - NV
	Mike Rebaleati - Recorder
2. Type of Property:	FOR RE Page 1 of 1 Fee: \$220.00
a) 🗆 Vacant Land b) 🕱 Single Fam. Res.	DOCUME Recorded By: FES RPTT: \$132.60
c) \square Condo/Twnhse dy \square 2-4 Plex	BOOKBook 534 Page 0083
e) \square Apt. Bldg f) \square Comm'l/Ind'l	DATE OF RECORDING:NOTES:
g) 🗆 Agricultural h) 🗆 Mobile Home	HOTEB.
i) Other	
o m + 137 les/Gales Deles of Decomposites	c 130737.45
 Total Value/Sales Price of Property: Deed in Lieu of Foreclosure Only (value of property) 	(106 020 00
Transfer Tax Value:	\$ 33717.45
Real Property Transfer Tax Due:	\$ \17346
Redifficiently Hansion Tax 200.	
4. If Exemption Claimed:	
a. Transfer Tax Exemption per NRS 375.090, Se	ection #
b. Explain Reason for Exemption:	
	\ \ \ /
The undersigned declares and acknowledges, under p NRS 375.110, that the information provided is correct be supported by documentation if called upon to substructure, the parties agree that disallowance of a additional tax due, may result in a penalty of 10% of	et to the best of their information and belief, and can stantiate the information provided herein. The company claimed exemption, or other determination of
Pursuant to NRS 375.030, the Buyer and Seller shall be j	ointly and severally liable for any additional.
amount owed. ~ 0	/ /
Signature Of With	Capacity Legal Affairs Representative
SignatureC	Capacity
(REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
	ame: Vandorbitt Mortgage and Finance, INC.
	S: 500 Alcog Trail
City: City: State:	Moryalle Zip: 37804
State: NV Zip: 29316 State:	
COMPANY/PERSON REQUESTING RECORDING	
(required if not the celler or huner)	•
Print Name: Vanderbit Mortgage and Finance, The E	scrow #
Address: 500 Alcon Trail	
City: Monulle State:	7N Zip: 3780Y
(AS A PUBLIC RECORD THIS FORM MA)	BE RECORDED/MICROFILMED)