

Official Record

Recording requested By
VANDERBILT MORTGAGE & FINANCE INC

Eureka County - NV
Mike Rebaleati - Recorder

Fee: \$220.00

RPTT: \$132.60

Book- 534 Page-

Page 1 of 7

Recorded By: FES

0083



0220821

APN# 007-396-25

Grantee: Vanderbilt Mortgage and Finance, Inc.
500 Alcoa Trail
Maryville, TN 37804

STATE OF Nevada

COUNTY PARISH OF Eureka

DEED IN LIEU OF FORECLOSURE

THIS DEED, made this 1st day of June, 2012 by and between
Randy S. Peek and Kristin A. Peek ("Grantor")

and Vanderbilt Mortgage and Finance, Inc., a corporation organized and existing under the
laws of the State of Tennessee ("Grantee").

Grantors: Randy and Kristin Peek
500 3rd St.
Eureka, NV 89316

WHEREAS, Grantor is the fee simple owner of the real property and improvements thereon
located in the county and state above set forth, being more particularly described in Exhibit A
attached hereto and incorporated herein by reference, and including the following described
manufactured home:

Make: CMH Model: Berkshire Fireside
Serial Number(s): SAC033501CAAB

(the "Property")

WHEREAS, Grantee made Grantor (or one of the Grantors if there are two (2) or more Grantors)
a loan or financial accommodation in the original principal amount of \$139,239.50 under
agreement dated 9/4/08 ("Loan"), said Loan being secured by the Property
pursuant to mortgage, deed of trust or trust deed recorded in the office of the
Recorder of Eureka county on 9/10/08

in Book 476 Page 330 or as instrument number
0212437 (the "Security Instrument");

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.



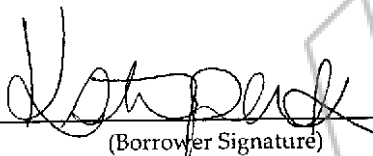
IN WITNESS WHEREOF, the Grantor has hereunto his or her hand and seal the day and year first above set forth.



(Borrower Signature)

Randy S. Peek

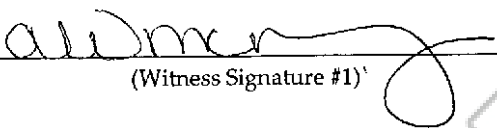
(Typed/Printed Name)



(Borrower Signature)

Kristin A. Peek

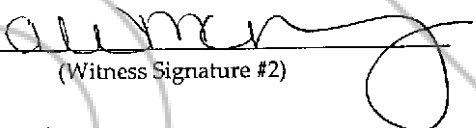
(Typed/Printed Name)



(Witness Signature #1)

Ali Memmurray

(Typed/Printed Name)



(Witness Signature #2)

Ali Memmurray

(Typed/Printed Name)



ESTOPPEL AFFIDAVIT
Randy S. Peek and Kristin A. Peek

STATE OF Nevada)
) SS.
COUNTY OF Eureka)

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. ;

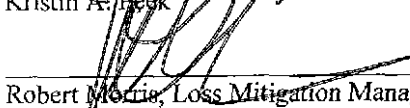
That affiants, and each of them will testify, declare, depose or certify under penalty of perjury before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.



Randy S. Peek



Kristin A. Peek



Robert Morris, Loss Mitigation Manager

**notary acknowledgment attached*



0220821

Book: 534 07/18/2012
Page: 86 Page: 4 of 7

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

1



0220821

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

State of California

County of INYO

The foregoing instrument was acknowledged before me this 20th day of JUNE, 2012, by BANDY S. PEEK & KRISTIN A PEEK
XXXXXXXXXX

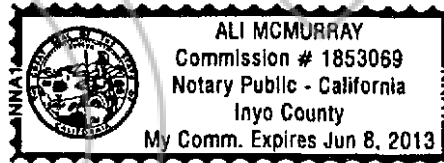
Ali Murray
(Signature of Notary Public)

(Seal, If Any)

Notary Public

My Commission Expires: 6/18/13

Serial number, if any: _____



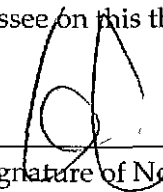
State of Tennessee

Blount County

Before me, the undersigned Notary Public with and for the State and County aforesaid, personally appeared Robert Harris with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and upon oath acknowledged he/she/they executed the within instrument for the purposes therein contained.

Witness my hand and seal at office at Madisonville, TN

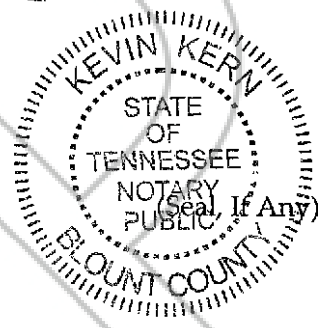
Tennessee on this the 27 day of June, 2012.



(Signature of Notary Public)

Notary Public

My Commission Expires: 10/27/14



STATE OF NEVADA
DECLARATION OF VALUE

DOC # DV-220821

07/18/2012

02:34 PM

Official Record

- 1. Assessors Parcel Number(s)
 - a) 007-396-25
 - b) _____
 - c) _____
 - d) _____

Recording requested By
VANDERBILT MORTGAGE & FINANCE INC

Eureka County - NV
Mike Rebaleati - Recorder

- 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 RE
DOCUME
BOOK
 DATE OF RECORDING: _____
 NOTES: _____

Page 1 of 1 Fee: \$220.00
 Recorded By: FES RPTT: \$132.60
 Book- 534 Page- 0083

- 3. Total Value/Sales Price of Property: \$ 139,737.45
 Deed in Lieu of Foreclosure Only (value of property) (106,020.00)
 Transfer Tax Value: \$ 33,717.45
 Real Property Transfer Tax Due: \$ 1,734.60

- 4. If Exemption Claimed:
 - a. Transfer Tax Exemption per NRS 375.090, Section # _____
 - b. Explain Reason for Exemption: _____

- 5. Partial Interest: Percentage being transferred: N/A %

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 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% 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 Legal Affairs Representative
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Randy and Kristin Peck
 Address: 560 3rd St
 City: Eureka
 State: NV Zip: 89316

Print Name: Vanderbilt Mortgage and Finance, Inc
 Address: 500 Alcoa Trail
 City: Maryville
 State: TN Zip: 37804

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: Vanderbilt Mortgage and Finance, Inc Escrow # _____
 Address: 500 Alcoa Trail
 City: Maryville State: TN Zip: 37804

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