

APN # 1-136-17

EUREKA COUNTY, NV  
LAND-TRA  
Rec:\$37.00  
Total:\$37.00  
ROBERT KENNEDY II

**2024-253321**  
**11/08/2024 09:11 AM**  
Pgs=4

**Recording Requested By:**

Name Robert Kennedy II

Address P.O. Box 119

City/State/Zip Eureka, NV

89316



00021446202402533210040045

KATHERINE J. BOWLING, CLERK RECORDER

Transfer Agreement  
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fees applies)

**NEVADA RESIDENTIAL REAL ESTATE  
TRANSFER AGREEMENT**

**1. Grantor and Grantee:** This Real Estate Transfer Agreement ( "Agreement" ) made on OCTOBER 29, 2024 ( "effective date" ) between EVE BENTLEY MILLER , a married woman ( "Grantor" ) with the mailing address of PO BOX 89242 , City of TUCSON, in the state of ARIZONA , zip code 85752, who agrees to convey the complete ownership of the real and personal property as described in Section 2 of this Agreement, to ROBERT DALE KENNEDY II , widower ( "Grantee" ) with the mailing address of PO Box 119, City of EUREKA, State of NEVADA.

**2. Property:** The real property is located at the street address of 201 S SPRING STREET, City of EUREKA, EUREKA COUNTY, State of NEVADA that is best described as:

-SINGLE FAMILY HOME

Tax Parcel Information: **001-136-17**

Legal Description: Lots 9, 10, 11, 12, and 13 on Block 7, as shown on the plat of the Town Of Eureka, filed in the office of the County Recorder of Eureka County, Nevada.

EXPECTING THEREFROM all uranium, thorium, or any other material which is or may be peculiarly essential to the production of fissionable materials, whether or not of commercial value, reserved by the United States of America, in patent recorded December 19, 1947, in Book 23, Page 226, Deed Records, Eureka County, Nevada.

**a.) Personal Property.** In addition to the real property described in this Section, the Seller shall include the following personal property : any and all appliances, electrical and propane space heaters, couch, tables, shelving, curio cabinets, beds, armoire, dressers, night stands, antique stove, lamps and lighting fixtures, green house, shed, tools and any and all personal items that are conveyed physically with the property.

**b.) Fixtures.** In addition to the real property described in this Section, the Grantor DOES NOT include the following fixtures: N/A

The real property, personal property, and fixtures shall be known as the "Property".

**3. TRANSFER TERMS:**

Eve Bentley Miller, ( Grantor ) is the recorded legal owner of the recorded deed on the property. See attached document #A01 She wishes to relinquish all rights of ownership to the property with the document therein.

Robert Dale Kennedy II is the original owner of the property until November 7, 2022 upon which date Eve Bentley Miller purchased the property. He is the lender for the "private owner-finance loan" for this property in the original principle loan amount of \$210,000 ( two hundred and ten thousand ). He is the holder of the Promisory Note which is secured by the Deed of Trust that records this loan as in effect. See attached document #A02

As of August 01, 2024, the remaining balance of the loan, is in the amount of \$202,507.23 ( Two hundred and two thousand, five hundred and seven dollars and 23 cents). Which is the valid balance amount on Nov 01, 2024. On August 01, 2024 the "Grantor" and "Grantee" entered into a verbal Deed in Lieu of Foreclosure agreement to proceed with transferring the property back Robert Dale Kennedy under amiable and agreeable terms. These terms included pausing the monthly mortgage payment, as per kind and caring consideration of Robert Dale Kennedy II, and to continue having the property being listed as for sale on Nevada MLS until November 01, 2024 upon which the property would be conveyed back to Robert Dale Kennedy II willingly and the transfer to be executed by Deed in Lieu of Foreclosure means.

The Deed in Lieu of Foreclosure agreement is a legal agreement where a homeowner ("grantor") transfers their property title to the lender ("grantee") in exchange for lender canceling the mortgage debt. In this case, the amount of \$202,507.23.

Eve Bentley Miller, a married woman, as her sole and separate property willingly transfers the deed as a Grant Deed to Robert Dale Kennedy II for the property. The two parties affirm that the transfer of deed is voluntary and not under duress or coercion.

The reason for defaulting on the loan terms is explained in the **official hardship letter. See Attached document #A03.**

The sworn addendum by Eve Bentley Miller, **Estoppel Affidavid**, accompanies this transaction, which testifies that the property has not acquired any additional liens or loans during ownership period, and has no owed back fees or overdue utilities accompanying the transfer of this property and that all parties are willingly, voluntarily, with clear understanding, under no duress or coercion are entering into this agreement.

This transfer of property conveys no monetary transfer. This is a voluntary signing over of the property back to the original owner/ lender/ to the grantee, Robert Dale Kennedy II. This transfer is done in the agreement of \$0 ( zero ) dollars to be exchanged between the parties.

**Additional Fees:** If the transfer of the property requires any additional fees, other than recording fees of the ownership at the county level, a written new agreement is to be created between Robert Dale Kennedy II and Eve Bentley Miller which will amicably, clearly and lay out the terms as to which party will cover the full or partial fees there in.

**Insurance and property taxes:** As of October 29<sup>th</sup>, 2024 there are zero ( \$0 ) overdue property taxes for the property. Property taxes have been made current by Robert Dale Kennedy in August of 2024. American Modern home insurance policy, held by Eve Bentley Miller, is in effect until November 01, 2024 after which date, it will be canceled.

No other parties hold interest in the property at the time of conveyance.

**Both parties are that they do not want to proceed with the foreclosure process and willingly transfer the property ownership in exchange to reliese the Grantor of mortgage obligation in the amount of \$206,983.24.**

Property has been vacated by Eve Bentley Miller, and all belongings that she is not including with this transfer, have been already removed. The condition of the property has been inspected by Robert Dale Kennedy II upon the vacating of the premises in August 01, 2024 and are found acceptable.

Signatures

Date: 10/29/2024

Grantor Signature: E. Miller

Print Name: Eve Bentley Miller

Eve Bentley Miller

Date:

Grantee Signature: Robert Dale Kennedy II

Print Name: ROBERT Kennedy

Robert Dale Kennedy II