

APN # 1-136-17

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

**2024-253322**  
**11/08/2024 09:22 AM**  
Pgs=5

Recording Requested By:

Name Robert Kennedy II

Address P.O. Box 119

City/State/Zip Eureka, NV

89316



00021447202402533220050058

KATHERINE J. BOWLING, CLERK RECORDER

Conveyance of Deed to Lender  
(Title of Document)  
in Lieu of Foreclosure

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

## Conveyance of Deed to Lender in Lieu of Foreclosure

Agreement made on the OCTOBER 29, 2024 (***date***), between Eve Bentley Miller, a married woman (***Name of Grantor***) of 201 S Spring Street, Eureka NV 89306 (***street address, city, state, zip code***), referred to herein as *Grantor*, and Robert Dale Kennedy II, widower (***Name of Private Lender/ Grantee***), private owner financing lender for 201 S Spring Street, Eureka NV property, mailing address PO BOX 119, Eureka NV 89306 (***street address, city, state, zip code***), referred to herein as *Lender and Grantee*.

Whereas, Grantor is the owner of real property located at 201 S Spring Street, Eureka, NV 89306 (***street address, city, state, zip code***), which is more fully described hereof as: See attached Exhibit A

Whereas, on 7<sup>th</sup> day of November 2022 (***date***), Grantor executed and delivered to Lender a promissory note for \$210,000, two hundred and ten thousand dollars as security for the real estate described above. A deed of trust was executed on November 7<sup>th</sup>, 2022 (***date***), conveying the property to Eve Miller, married woman as her sole and separate property for the benefit of the Lender. The deed of trust, number 2022-248892, was recorded on 11/07/2024 (***date***), in the Eureka County Records office.

Whereas, Grantor defaulted on her mortgage payments required by the promissory note and deed of trust on August 1<sup>st</sup>, 2024 (***date***), and Grantor desires to convey to Lender the property described above as consideration for Lender's release of Grantor from the covenants to pay principal and interest under the promissory note and deed of trust, and from all security agreements, financing statements, and claims and demands with respect to the property; and

Whereas, Lender desires to accept the conveyance of the property, and will release Grantor from the covenants for payment of principal and interest under the promissory notes, deed of trust, and from all claims and demands respecting the property.

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. **Right of Redemption**

~~Grantor~~ acknowledges that she enters into this agreement of her own free will. Grantor ~~also~~ acknowledges that the release from her obligation under the promissory

note and deed of trust constitutes valid consideration for conveyance of the deed. Grantor further acknowledges that on conveyance of the Deed to the property she will have no right of redemption of the property, and will be estopped from asserting any claim to redemption against the property.

**2. Impact of Bankruptcy**

Grantor represents that she is not subject to any bankruptcy proceeding, assignment for benefit of creditors, or similar proceedings, and has not committed any act of bankruptcy. On conveyance of the property, Grantor further represents that she will not become bankrupt or insolvent, and that conveyance of the property will not constitute a preferential transfer under bankruptcy law.

**3. Grant Deed**

Within 0 days from the execution of this agreement, Grantor will execute and deliver to Lender a grant deed conveying the property described above to Lender.

**4. Agreed Property Value**

The property to be conveyed to Lender by Grantor has an agreed value of \$202,507.23 ( two hundred two thousand five hundred and seven dollars and 23 cents ) ( as shown on the Stewart Title Schedule for payments for note servicing account # 50005623180005. ( see attached document ) however no monetary transactions are taking place, and the property is being transferred for the consideration of \$0.00 dollars.

**5. Waiver of Statutory Rights**

Grantor waives any right she may have had to lease or buy back property.

WITNESS our signatures as of the day and date first above stated.

Robert Dale Kennedy II

(Name of Lender)

EVE BENTLEY MILLER  
(Printed Name of Grantee) R.M.

S. Miller  
(Signature of Grantor) R.M.

~~GRANTEE~~  
GRANTOR R.M.

ROBERT KENNEDY II  
(Printed Name of Grantee)

[Signature]  
(Signature of Grantor)

GRANTEE

Attach Exhibit A

(Acknowledgements may vary by state).

STATE OF Nevada  
COUNTY OF Eureka

Personally appeared before me, the undersigned authority in and for the said County and State, on this Nov. 8<sup>th</sup> 2024 (date), within my jurisdiction, the within-named Robert Kennedy II (Name of Grantee), who acknowledged that he executed the above and foregoing instrument.

Kathryn Bowling  
NOTARY PUBLIC

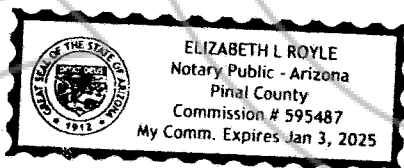
My Commission Expires:

May 11, 2027



State of ARIZONA  
County of PIMA

Personally appeared before me, the undersigned authority in and for the said County and State, on this 30<sup>th</sup> OCTOBER, 2024 (date), within my jurisdiction, the within-named EVE BENTLEY MILLER (Name of Grantor), who acknowledged that he executed the above and foregoing instrument.



My Commission Expires:

01.03.2025

Elizabeth L. Royle  
NOTARY PUBLIC

## **EXHIBIT “A”**

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

EXCEPT THEREFROM all uranium, thorium, and 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 Country, Nevada.

COPY