

Official Record

Recording requested By VANDERBILT MORTGAGE & FIN., INC.

Lincoln County - NV Leslie Boucher - Recorder

Fee: \$50.00 Page 1 of 12 RPTT: Recorded By LB Book- 262 Page- 0387



STATE OF NEVADA

[X] COUNTY [ ] PARISH OF LINCOLN

DEED IN LIEU OF FORECLOSURE

THIS DEED, made this 25th day of October, 2010 by and between Brian D Seely, Judy A Seely, James M Bledsoe, and Laura L Bledsoe ("Grantor") and Vanderbilt Mortgage and Finance, Inc., a corporation organized and existing under the laws of the State of Tennessee ("Grantee").

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: n/a Model: n/a Serial Number(s): n/a

(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 \$357,787.50 under agreement dated 7/2/2008 ("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 Lincoln county on 7/9/2008

[X] in Book 243 Page 0033 or [X] as instrument number 0132258 (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.

*Brian Seely*  
\_\_\_\_\_

Brian D Seely  
\_\_\_\_\_  
(Typed/Printed Name)

*Judy A. Seely*  
\_\_\_\_\_

Judy A Seely  
\_\_\_\_\_  
(Typed/Printed Name)

COPY



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

*James M Bledsoe*

*Laura L Bledsoe*

James M Bledsoe  
\_\_\_\_\_  
(Typed/Printed Name)

Laura L Bledsoe  
\_\_\_\_\_  
(Typed/Printed Name)

COPY



State of Nevada

County of Clark

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 2010, by Brian D. Seely

Connie Burke

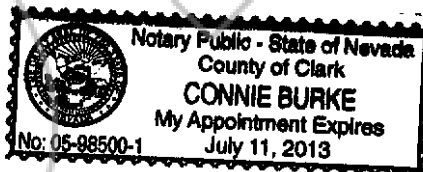
(Signature of Notary Public)

(Seal, If Any)

Notary Public

My Commission Expires: 7-11-2013

Serial number, if any: 05-98500-1





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State of Nevada

County of Clark

The foregoing instrument was acknowledged before me this 25th day of October, 2010, by Judy A. Seely

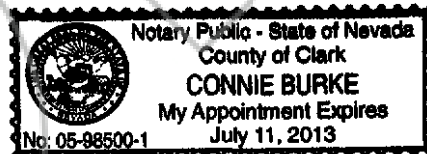
Connie Burke  
(Signature of Notary Public)

(Seal, If Any)

Notary Public

My Commission Expires: 7-11-2013

Serial number, if any: 05-98500-1





State of Nevada

County of Clark

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2010, by James M. Bledsoe

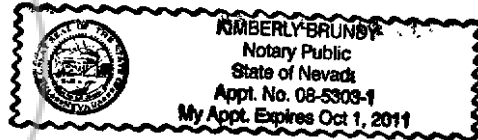
Kimberly Brundy  
(Signature of Notary Public)

(Seal, If Any)

Notary Public

My Commission Expires: 10-1-11

Serial number, if any: 08-5303-1





State of Nevada

County of Clark

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2010, by Laura L. Bledsoe

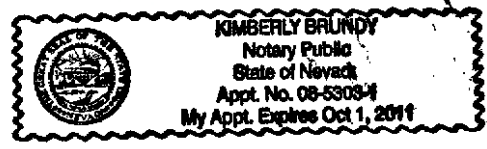
Kimberly Brundy  
(Signature of Notary Public)

(Seal, If Any)

Notary Public

My Commission Expires: 10-1-11

Serial number, if any: 08-5303-1







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# Exhibit A

## LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Lincoln, described as follows:

Mount Diablo Meridian, Nevada  
Township 7 South, Range 61 East  
Section 9: The Northeast Quarter (NE1/4)

ASSESSOR'S PARCEL NUMBER FOR 2007 - 2008: 08-021-01 (PTN)

COPY



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**NOTARIAL AFFIDAVIT**

Brian D. Seely, Judy A. Seely, James M. Bledsoe and Laura L. Bledsoe

STATE OF Nevada )  
 ) SS.  
COUNTY OF Lincoln )

Brian D. Seely, Judy A. Seely, James M. Bledsoe and Laura L. Bledsoe, 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 25th day of October, 2010 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 \$0 , 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 Brian D. Seely, Judy A. Seely, James M. Bledsoe and Laura L. Bledsoe , Trustor, to Thomas Corea , as Trustee, for Vanderbilt Mortgage and Finance, Inc. , as Beneficiary, dated the 2nd day of July, 2008 and recorded as Document No. 360685 and/or in Book 243 Page 33 of Official Records, in Lincoln 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.

*Brian D. Seely*  
\_\_\_\_\_  
Brian D. Seely

*Judy A. Seely*  
\_\_\_\_\_  
Judy A. Seely

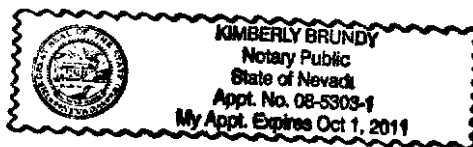
Robert Morris, Loss Mitigation Manager

State of Nevada  
County of Clark  
This instrument was acknowledged on

*1/26/11* by *Brian Seely*  
and by *Judy Seely*

\*notary acknowledgment attached

*Kimberly Brundy*  
Notary





EL AFFIDAVIT

Brian D. Seely, Judy A. Seely, James M. Bledsoe and Laura L. Bledsoe

STATE OF Nevada )  
 ) SS.  
COUNTY OF Lincoln )

Brian D. Seely, Judy A. Seely, James M. Bledsoe and Laura L. Bledsoe, 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 25th day of October, 2010 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 \$0 , 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 Brian D. Seely, Judy A. Seely, James M. Bledsoe and Laura L. Bledsoe , Trustor, to Thomas Corea , as Trustee, for Vanderbilt Mortgage and Finance, Inc. , as Beneficiary, dated the 2nd day of July, 2008 and recorded as Document No. 360685 and/or in Book 243 Page 33 of Official Records, in Lincoln 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.

*James M. Bledsoe*  
James M. Bledsoe

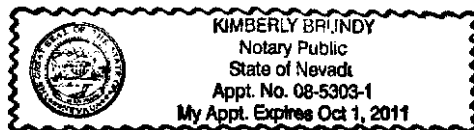
*Laura L. Bledsoe*  
Laura L. Bledsoe

*Robert Morris*  
Robert Morris, Loss Mitigation Manager

State of Nevada  
County of Clark  
This instrument was acknowledged  
before me on 1-28-11 by  
James M Bledsoe + Laura L Bledsoe

\*notary acknowledgment attached

*Kimberly Brundy*  
Notary





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State of Tennessee

Blount County

Before me, the undersigned Notary Public with and for the State and County aforesaid, personally appeared Robert Morris 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 Blount County

Tennessee on this the 1<sup>st</sup> day of February, 2011.

David W. Petersen  
(Signature of Notary Public)

Notary Public

(Seal, If Any)

My Commission Expires: 10/27/14



STATE OF NEVADA  
DECLARATION OF VALUE

DOC # DV-137963

03/03/2011

02:53 PM

Official Record

- 1. Assessors Parcel Number(s)
  - a) 08-021-01
  - b) \_\_\_\_\_
  - c) \_\_\_\_\_
  - d) \_\_\_\_\_

Recording requested By  
VANDERBILT MORTGAGE & FIN., INC.

Lincoln County - NV  
Leslie Boucher - Recorder

Page 1 of \_\_\_\_\_ Fee: \$50.00  
Recorded By: LB RPTT:  
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- 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 RECORDERS OPTIONAL USE ONLY**

DOCUMENT/INSTRUMENT #: \_\_\_\_\_  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
DATE OF RECORDING: \_\_\_\_\_  
NOTES: \_\_\_\_\_

- 3. Total Value/Sales Price of Property: \$ 344,734.08  
Deed in Lieu of Foreclosure Only (value of property) ( 357,787.50  
Transfer Tax Value: \$ 0  
Real Property Transfer Tax Due: \$ 0

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section # \_\_\_\_\_
- b. Explain Reason for Exemption: Deed in lieu of foreclosure  
for document # 0132258

- 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 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. *Vanderbilt Mortgage and Finance, Inc.*

Signature \_\_\_\_\_ Capacity Authorized signor  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

SELLER (GRANTOR) INFORMATION

(REQUIRED) *Brian + Judy Seely*

Print Name: Jones + Laura Bladse  
Address: 145 S. Moapa Valley Blvd., Lot 4  
City: Overton  
State: NV Zip: 89040

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Vanderbilt Mortgage and Finance, Inc.  
Address: 500 Alcoa Trail  
City: Maryville  
State: TN Zip: 37809

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: Same as buyer Escrow # \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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



State of Tennessee

Blount County

Before me, the undersigned Notary Public with and for the State and County aforesaid, personally appeared Robert Morris 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 Blount County

Tennessee on this the 1<sup>st</sup> day of February, 2011.

David W. Petersen

(Signature of Notary Public)

Notary Public

(Seal, If Any)

My Commission Expires: 10/27/14

