

Official Record

Recording requested By
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$23.00 Page 1 of 10

RPTT Recorded By AE

Book- 269 Page- 0262

APN# 001-081-08

Recording Requested by:

Name: First American Title Insurance Company

Address: 524 Commercial Street

City/State/Zip: Elko, NV 89801

Order Number: 151-2416958



Deed in Lieu of Foreclosure
(Title of Document)

(for Recorder's use only)

Recorder Affirmation Statement

Please complete Affirmation Statement below:

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by

law: 26 USCA, Section 1445
(State specific law)

[Signature] Escrow
Signature Title

J.F. Hannah
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

(Additional recording fee applies)



APN: 001-081-08

Address to Send Tax Statements:
Nevada Bank & Trust Company
976 Idaho Street
Elko, NV 89801

When recorded return to:
First American Title Company
524 Commerical Street
Elko, NV 89801

DEED IN LIEU OF FORECLOSURE

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **JOSEPH BOTEILHO and KIM BOTEILHO**, husband and wife, as Grantors, does hereby GRANT, BARGAIN and SELL to **NEVADA BANK AND TRUST COMPANY**, a Nevada Corporation as Grantee, and to its successors and assigns, forever, the property located in the County of Lincoln, State of Nevada, described as follows:

All of Lots thirteen (13) through Seventeen (17) in Block four (4) in the town of Pioche, according to the official Map thereof, dated January 5, 1874, Filed in the Office of the County Recorder, Lincoln County, Nevada.

Commonly known as: 13 West Hinman
Pioche, NV 89403

SUBJECT TO any and all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, rights, and rights of way of record.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

THIS DEED is an absolute conveyance, Grantors having sold the real property above described to Grantee for a fair and adequate consideration, such consideration, in addition to that above recited, being full satisfaction of all obligations secured by a Deed of Trust executed by **JOSEPH BOTEILHO and KIM BOTEILHO**, husband and wife, to **FIRST AMERICAN TITLE INSURANCE COMPANY**, as Trustee for **NEVADA BANK AND TRUST COMPANY**, a Nevada Corporation,

Beneficiary, dated the 8th day of November, 2007, and recorded as Document No. 0130360, Book 237 Page 0258 in the Official Records of Lincoln County Recorder, Lincoln County, Nevada.

Grantor declares that this conveyance is freely and fairly made and that there are no agreements, oral or written, other than this Deed between the parties hereto with respect to the real property hereby conveyed.

Grantees join in the execution of the Deed in Lieu of Foreclosure for the purpose of evidencing that the Grantees hereby accepts this conveyance as being full satisfaction of all obligations secured by the Deed of Trust above described.

This Deed in Lieu of Foreclosure may be executed in any number of counterparts and each shall constitute an original of one and the same instrument.

SIGNED this 27th day of December, 2011

GRANTORS:

Joseph Botelho
JOSEPH BOTEILHO

Kim Botelho
KIM BOTEILHO

GRANTEE:

NEVADA BANK & TRUST COMPANY

Perry Wilson
PERRY WILSON, CCO

State of Nevada
County of Elko

This instrument was acknowledged before me on the 27th day of December, 2011 by **JOSEPH BOTEILHO**.

J. F. HARRAH
NOTARY PUBLIC





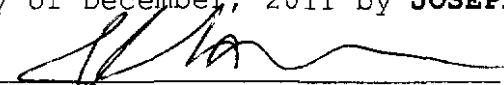
0140460

Book 269
Page 265

01/26/2012
Page 4 of 1

State of Nevada
County of Elko

This instrument was acknowledged before me on the 27th
day of December, 2011 by **JOSEPH BOTEILHO** and Kim Boteilho.

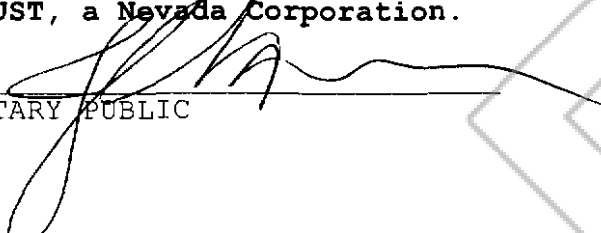


NOTARY PUBLIC

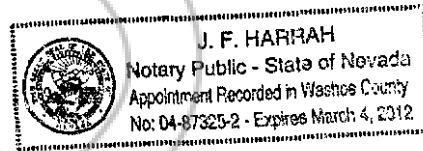


State of Nevada
County of Elko

This instrument was acknowledged before me on the 24
day of ~~December~~ Jan 2012 by **PERRY WILSON** as **CCO of NEVADA BANK & TRUST, a Nevada Corporation.**



NOTARY PUBLIC





When Recorded Return To:
First American Title Insurance Company
524 Commercial Street
Elko, NV 89801

ESTOPPEL AFFIDAVIT

BEFORE ME, the undersigned notary public, personally appeared **JOSEPH BOTEILHO and KIM BOTEILHO**, who, having been first duly sworn according to law, represent, warrant, depose and say:

- 1. They have personal knowledge of all matters set forth in this Affidavit.
- 2. They are the Owners (hereinafter referred to as "Owner" or "Owners") of the fee simple title to certain real property (the "Property") situated in Lincoln County, Nevada, legally described as follows:

All of Lots thirteen (13) through Seventeen (17) in Block four (4) in the town of Pioche, according to the official Map thereof, dated January 5, 1874, Filed in the Office of the County Recorder, Lincoln County, Nevada.

Commonly known as: 13 West Hinman
Pioche, NV 89403

SUBJECT TO any and all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, rights, and rights of way of record.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.



- 3. There are no other persons who have an ownership interest in the Property other than Owner. The street address of the Property is 13 West Hinman Pioche, NV 89403
- 4. The Owner is/are not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations) for purposes of United States income taxation and for purposes of disclosure under 26 U.S.C.A., Section 1445. The Owners is/are citizens of the United States of America, whose Social Security Numbers are : [REDACTED] - [REDACTED] - - - - ,
_____, respectively.
- 5. The Owner's title to and possession and enjoyment of the Property has been open, notorious, peaceable, and undisturbed.
- 6. Neither the Owner's title to nor possession of the Property have ever been disputed or questioned nor is the Affiant aware of any facts by reason of which the title to, or possession of, the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted, except as noted above.
- 7. There are no disputes concerning the location of the boundary lines of the Property as of this date.
- 8. There are no outstanding or unpaid taxes or assessments (pending or certified) or any unpaid or unsatisfied mortgages, claims of lien, notices of commencement, unrecorded easements, contracts for sale, agreements for deed, deeds, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it as of this date.
- 9. PLEASE LIST ANY KNOWN ISSUES :

NONE

- 10. There are no security agreements, financing statements, title retention contracts, or personal property leases affecting any materials, fixtures, appliances,



furnishings, or equipment places on or installed in or on the Property as of this date.

- 11. There are no actions, proceedings, judgments, bankruptcies, liens, or executions pending or recorded among the Public Records of White Pine County, Nevada or any other courts, as of this date, nor has an assignment for benefit of creditors been made at any time, nor is there now in effect any assignment of rents of the property or any part thereof, except as listed below. Owner is not insolvent as that term is defined in the Bankruptcy Code, nor is Owner contemplating filing Bankruptcy within ninety days hereof.
- 12. There are no unpaid bills of any nature, either for labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors, or engineers incurred in connection with the Property.
- 13. The Owner, in the operation of the Property, has complied in all respects with the tax laws of the State of Nevada. Additionally, Owner has paid in full all taxes, charges, and assessments levied and assessed against the Property which are currently due and payable.
- 14. There are no violations of municipal, county, or other regulatory ordinances, rules, or regulations pertaining to the Property.
- 15. All utilities necessary for the use for the Property set forth above are in place.
- 16. There are no federal tax claims, liens, or penalties assessed against Owner either individually or in any other capacity.
- 17. Owner has never changed his or her name, nor used any other name than that set forth herein at any time.
- 18. That Owner's marital status is: Married Single. If married, Owners have been married to each other and have been so married continuously since 1994 without ever having been married to any other person now living.
- 19. The Owner does not owe any monies to a depository for payment of support which may create a support lien on the Property.



The Purchaser of the Property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act (94 Stat. 2682, as amended). Owner understands that his certification may be disclosed to the Internal Revenue Service by Purchaser and that any false statement contained in this certification may be punished by fine, imprisonment, or both.

- 20. The Property has not been used or involved with the disposal, treatment, or storage of hazardous waste or hazardous substances as those terms are defined by 42 U.S.C., Section 9601.
- 21. This Affidavit is made (1) to induce NEVADA BANK & TRUST (hereinafter referred to as "Grantee") to accept a Deed in Lieu of Foreclosure, and (2) to induce FIRST AMERICAN TITLE INSURANCE COMPANY to issue an Owner's policy of title insurance to the Grantee.

The Owner has not and Owner hereby agrees and represents that it will not execute any instrument, or do any act whatsoever, that in any way would or may affect the title to the Property, including but not limited to the mortgaging or conveying of the Property or any interest in it or causing any liens to be recorded against the Property or the Owner.

- 22. Owner agrees that upon notification of acceptance of Owner's request for a Deed in Lieu of Foreclosure, that Owner will vacate and turn over possession of the Property to the Grantee upon demand.
- 23. That the aforesaid deed was an absolute conveyance of the title to said premises to the Grantee named therein in effect as well as in form, and was not and is not intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises has been surrendered to the Grantee, or its successor or assigns; that the consideration in aforesaid deed was and is payment to Owner of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations by the said Grantee, or its successors or assigns, receipt of which is hereby acknowledged, together with the full cancellation of all debts, obligations, costs, and charges heretofore existing under and by virtue of the terms of a certain mortgage (in default) heretofore existing on the property therein and more fully described in the Deed executed simultaneously with this Affidavit, cancellation of record of said mortgage by the Grantee.



24. That the aforesaid deed of conveyance was made by Owner as the result of their request that the Grantee accept such deed, and was their free and voluntary act; that at the time of making said deed Owner felt and still feels that the mortgage indebtedness above mentioned represents the fair value of the property so deeded; that said deed was not given as a preference against other creditors of Owner; that at the time it was given there was no other person or persons, firms, or corporations, other than the Grantee interested, either directly or indirectly, in said premises; that Owner is solvent and has no other creditors whose right would be prejudiced by such conveyance, and that Owner is not obligated upon any note, bond, or other mortgage whereby any lien has been created or exists against the premises described in said deed; and that Owner in offering to execute the aforesaid deed to the Grantee, and in executing same, was not acting under any duress, undue influence, misapprehension, or misrepresentation by the Grantee, the agent or attorney or any other representative of the Grantee, and that it was the intention of Owner as grantors in said deed to convey and by said deed Owner did convey to the Grantee all their right, title, and interest absolutely in and to the premises described in said deed.
25. That the aforesaid deed of conveyance made by Owner was executed and delivered with the express understanding that it does not operate, even though placed of record, to effect such a merger of interest as to extinguish the mortgage lien, and that its receipt by Grantee does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as the Grantee consents to the acceptance of such deed, after approval of title by the Grantee. Grantee agrees to notify the owner of the acceptance or non acceptance of such deed within 30 days, after the property has been vacated and the Grantee is in receipt of the fully executed Deed. The receipt or acceptance on said deed as aforesaid shall in no way restrict the right of the Grantee, or the right of its successors in interest, to foreclose the mortgage debt if foreclosure is deemed desirable. From and after this date, Owner also assigns, transfers, and sets over to the Grantee any rentals then owing or which may thereafter become due from any occupant or occupants of said property.
26. This affidavit is made for the protection and benefit of the aforesaid Grantee, its successors and assigns, and



all other parties hereafter dealing with or who may acquire any interest in the property described in the aforesaid deed, and shall bind the heirs, executors, administrators, and assigns of the undersigned.

27. This Affidavit is made and given by Owner with full knowledge of applicable state laws regarding sworn Affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

FURTHER AFFIANTS SAYETH NOT.

Joseph Botelho
JOSEPH BOTEILHO

Kim Botelho
KIM BOTEILHO

State of NV
County of Elko

I HEREBY CERTIFY that the foregoing instrument was acknowledged, sworn to and subscribed before me this 27th day of December, 2011 by **JOSEPH BOTEILHO**, whom I personally know or who has produced driver's license as identification and who did take an oath.

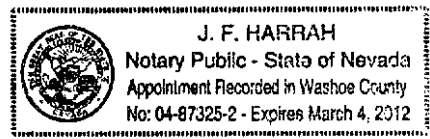
J. F. HARRAH
NOTARY PUBLIC



State of NV
County of Elko

I HEREBY CERTIFY that the foregoing instrument was acknowledged, sworn to and subscribed before me this 27th day of December, 2011 by **KIM BOTEILHO**, whom I personally know or who has produced driver's license as identification and who did take an oath.

J. F. HARRAH
NOTARY PUBLIC



Recording requested By
 FIRST AMERICAN TITLE COMPANY

**STATE OF NEVADA
 DECLARATION OF VALUE**

Lincoln County - NV
 Leslie Boucher - Recorder

1. Assessor Parcel Number(s)
 a) 001-081-08
 b) _____
 c) _____
 d) _____

Page 1 of 1 Fee: \$23.00
 Recorded By AE RPTT:
 Book- 269 Page- 0262

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
 Book _____ Page: _____
 Date of Recording: February 2012
 Notes: Foreign Debt includes Attorney Fees
locked and Not Taxable
value is

3. a) Total Value/Sales Price of Property: _____
 b) Deed in Lieu of Foreclosure Only (value of) _____
 c) Transfer Tax Value: _____
 d) Real Property Transfer Tax Due _____

\$102,964.77
~~-\$101,920.00~~ 291,200.00
~~\$1044.77~~ - 188,255.83
~~\$5.85~~ 0.00

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per 375.090, Section: _____
 b. Explain reason for exemption: _____

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.

Signature: _____
 Signature: _____

Capacity: agent
 Capacity: _____

**SELLER (GRANTOR) INFORMATION
 (REQUIRED)**

**BUYER (GRANTEE) INFORMATION
 (REQUIRED)**

Print Name: Joseph Boteilho and Kim Boteilho
 Address: PO Box 1207
 City: Carlin
 State: NV Zip: 89822

Print Name: Company
 Address: 976 Idaho Street
 City: Elko
 State: NV Zip: 89801

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

First American Title Insurance
 Print Name: Company
 Address: 524 Commercial Street
 City: Elko

File Number: 151-2416958 JH/JH
 State: NV Zip: 89801

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