

APN: 03-089-03
WHEN RECORDED MAIL TO:
Warwings Limited Partnership
P.O. Box 653
Caliente NV 89008

LINCOLN COUNTY, NV
\$35.00
RPTT:\$0.00 Rec:\$35.00
COW COUNTY TITLE CO.
OFFICIAL RECORD
LESLIE BOUCHER, RECORDER

2018-155132
08/28/2018 08:08 AM
Pgs=9 AK

MAIL TAX STATEMENTS TO ADDRESS ABOVE

Escrow #: 182727AM
80068

DEED IN LIEU OF FORECLOSURE

KNOW ALL MEN BY THESE PRESENTS, **Renay Barfield and Daniel E. Barfield, wife and husband, as joint tenants**, "Borrower(s)", hereinafter called Grantor, for \$10.00 and the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto **Warwings Limited Partnership, a Nevada Limited Partnership**, "Grantee", and unto Grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belongings or in any way appertaining situation, situated in the county of Lincoln, State of Nevada described as follows:

SEE COMPLETE LEGAL ATTACHED AS EXHIBIT "A"

SEE ESTOPPEL AND SOLVENCY AFFIDAVIT, NO LIEN TITLE AFFIDAVIT AN NON FOREGIN AFFIDAVIT ATTACHED AS EXHIBIT "B"

Commonly Known as: 390 Front Street, Caliente, NV 89008 To have and to hold the same unto the said Grantee and Grantee's successors and assigns forever:

This deed is absolute in effect and conveys fee simple title of the premises above described to the Grantee and does not operate as a mortgage, deed of trust or security interest of any kind.

This deed does not affect a merger of the fee ownership and the lien of the mortgage described below. The fee and lien shall hereafter remain separate and distinct.

By acceptance and recording of this deed, Grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against Grantor on the obligations which are secured by the mortgage/deed of trust (referred to herein as "Mortgage") described below, other than by foreclosure of that Mortgage: and, that in any proceedings to foreclosure that Mortgage, grantee shall not seek, obtain or permit a deficiency judgment against Grantor, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to Grantee.

Grantor does hereby assign and transfer to Grantee any equity of redemption and statutory rights of redemption concerning the real property and the Mortgage described below.

Grantor is not acting under any misapprehension as to the legal effect of this Deed, nor under duress, undue influence or misrepresentation of Grantee, its agent, attorney or any other person. Grantors declare that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of Grantee's waiver of its right to bring an action against the Grantor based on the promissory note secured by the Mortgage hereinafter described and agreement not to name the Grantor as a party to a foreclosure action stated above with respect to that certain Mortgage Deed of Trust
Dated: May 7, 2013

In the original amount of \$110,000.00

Trustor: Renay Barfield and Daniel E Barfield, wife and husband, as joint tenants

Trustee: Markem Financial Services, Inc., a Nevada Corporation

Beneficiary: Warwings Limited Partnership, a Nevada Limited Partnership

Recorded on: June 27, 2013

As Instrument # 0143626, Book 280, page 123

In constructing this Deed and where the context so requires, the singular included the plural and the plural includes the singular and all grammatical changes shall be implied to make provisions hereof apply equally to corporations and to individuals.

Executed, by Borrower(s) who, under penalty of perjury in violation of section 2921.11 of the revised code, represented to me to be said persons.

Escrow#182727AM

Date: August 8, 2018

Renay Barfield
Renay Barfield

D. E. Barfield
Daniel E. Barfield

State of UTAH
County of WASHINGTON

On August 17, 2021

Before me, a Notary Public, appeared **Renay Barfield and Daniel E. Barfield** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged that he/she/they executed it.

Signature of Notary Deb Allred

My commission expires: NOVEMBER 7, 2021

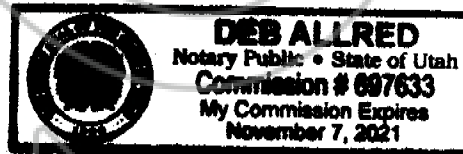


Exhibit A
Legal Description

Situate within portions of Sections 7 and 8, Township 4 South, Range 67 East, M.D.B.&M., more particularly described as follows:

Lot 7 in Block 13 of Caliente, Nevada as shown on the Official Subdivision Map thereof recorded November 10, 1904 in the Book of Plats, page 36 and as shown on the compiled Map of Caliente, Lincoln County, Nevada filed in the Book of Plats, page 47, Lincoln County, Nevada records.

APN: 03-089-03

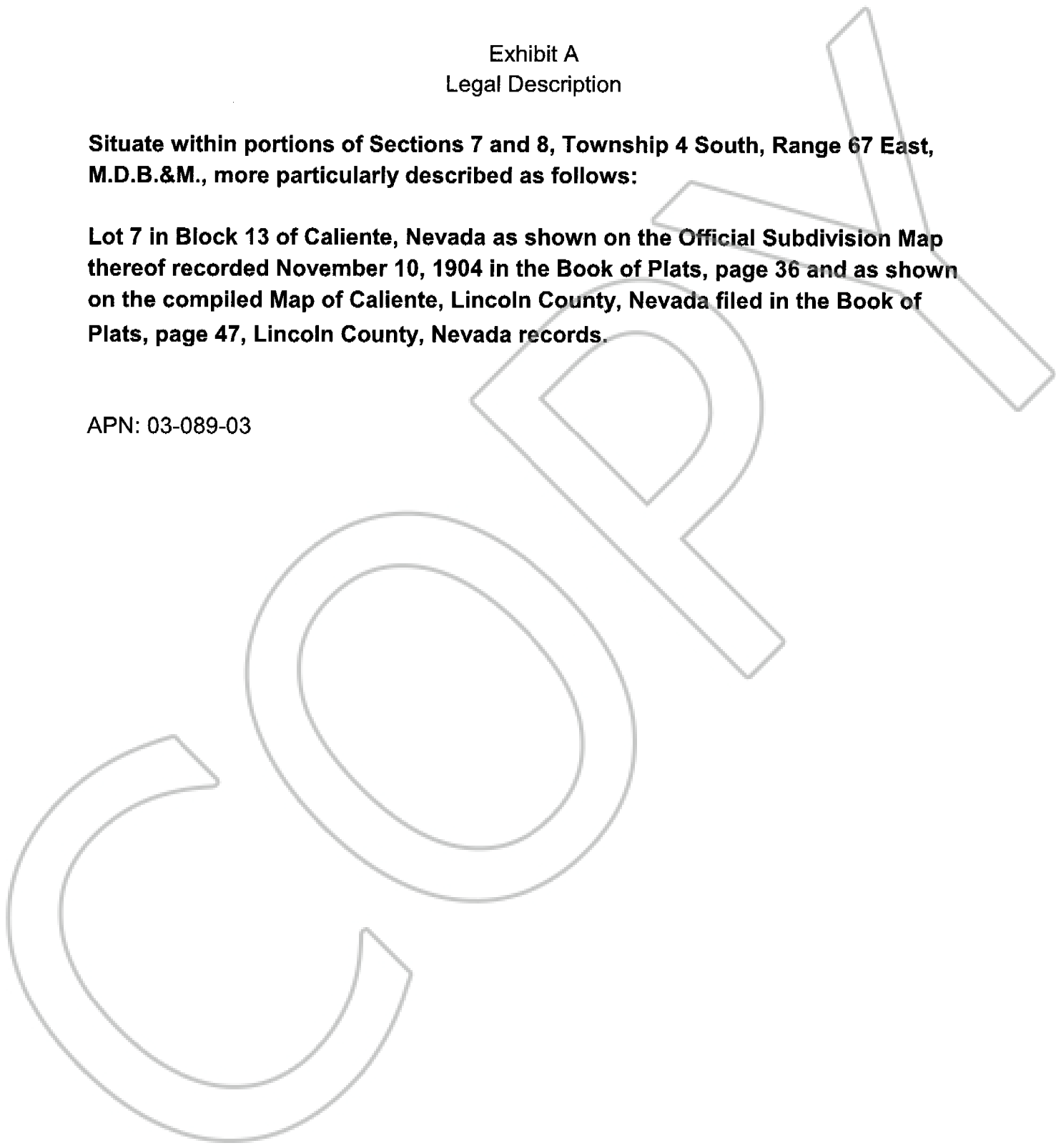


EXHIBIT "B"

DEED IN LIEU OF FORECLOSURE ESTOPPEL AND SOLVENCY AFFIDAVIT NO-LIEN TITLE AFFIDAVIT AND NON-FOREIGN AFFIDAVIT

Before me, the undersigned authority, personally appeared, Renay Barfield and Daniel E. Barfield, who being duly sworn according to law, depose(s) and says(s) as follows: (as used in this Affidavit, the terms affiant and affiants shall include all parties executing this Affidavit.)

1. Affiant is the party who made, executed and delivered that certain Deed in Lieu of Foreclosure to Warwings Limited Partnership, conveying the following described real property, located in County of Lincoln, Nevada:

APN: 03-089-03

Deed of Trust Dated: May 7, 2013

In the original amount of \$110,000.00

Trustor: Renay Barfield and Daniel E Barfield, wife and husband, as joint tenants

Trustee: Markem Financial Services, Inc., a Nevada Corporation

Beneficiary: Warwings Limited Partnership, a Nevada Limited Partnership

Recorded on: June 27, 2013, Book 280, page 123

As Instrument # 0143626

2. The Deed was an absolute conveyance of the title to the property to the Grantee names in it, in effect as well as in form, and was not intended as a mortgage, trust, conveyance or security of any kind, and possession of the premises has been surrendered to the Grantee. The consideration in the deed was and is the payment to Affiant of the sum of \$95,048.10 and other consideration, receipt of which is acknowledged, and the releases from all those debts, obligations, costs and charges previously existing on the said real property, as described in that Mortgage as described herein, so that the lien of the said Mortgages are preserved and which Mortgages are currently owned and held by the grantee names in it, and in this instrument, provided that the Grantee shall acquire the fee title to the premises in the same condition as

when first conveyed to Affiant, subject only to taxes for the year fiscal year and all subsequent years thereafter. Accordingly for this reason and at the request of the Grantee, the Deed recited that there shall not be a merger of the fee with the lien of the Mortgages. Affiant executed and delivered the Deed in such form on the express understanding that upon the recordation of the Deed by the grantee and a determination by the Grantee that it has acquired the fee title to the premises in the above described condition.

Affiant will be released from the Mortgages and the debts, obligations, costs and charges secured thereby, as set forth above.

3. The Deed and conveyance were made by Affiant as a result of a sale by Affiant to the Grantee and a purchase by the Grantee from Affiant, of the fee title to the said real property and was the free and voluntary act of Affiant as the time of making the Deed, Affiant felt and still feels that the purchase price for the property so deeded, to, wit, No Dollars and 00/100 DOLLARS and the cancellation of the unpaid mortgages indebtedness, represented a fair value of the said real property: the Deed was not given as a preference against any other creditors of Affiant at the time it was given: there was no other person or persons, firms or corporations, other than the grantee named in the Deed interested, either directly or indirectly, in the said real property; Affiant is solvent and has no other creditors whose rights would be prejudiced by the conveyance; Affiant is not obligated upon any bond or other Mortgages by which any lien has been created or exists against the said real property; Affiant is offering to execute the Deed to the Grantee and in executing the deed, was not acting under any duress, undue influence, misapprehension or misrepresentation by the Grantee in the Deed, or the Agent or attorney or any other representative of the Grantee under the Deed: and it was the intention of Affiant, as the Grantors in the Deed, to convey, and by the Deed Affiant did convey to the grantee, all Affiant's right, title, and interest absolute, in and to the said real property.

4. The Deed further operates as a complete release of any and all right, title, or interest which Affiant may have had at any time in and to all escrowed funds and prepared expenses which are now held or which have ever been held by the Grantee, and/or its predecessors in interest, successors or assigns. Any such sums may be applied towards any deficiency suffered by the Grantee as a consequence of the acceptance of the Deed.

5. Affiant has been in full, continuous, open, exclusive, peaceable and undisputed possession of said real property since the time of vesting of title to said property in Affiant; there are no parties who have any interest or right to claim an interest in said

property; and there are no facts known to Affiant which could give rise to a claim being adversely asserted to any of said property, except: NONE

6. No person(s) or entity, other than Affiant is in possession of said property or claims the right to possession there; and there are no tenancies, leases or other occupancies that affect said property, except: NONE

7. There are no disputes concerning the location of the boundary lines of said property; and there are no unrecorded easements or claims of easements affecting said property.

8. No improvements, have been constructed on said property since the foresaid date of said survey; and no improvements to land adjoining said property have been constructed since the aforesaid date of said survey that would encroach on said property.

9. There are no violations of any covenants, conditions, and restrictions, building codes, zoning ordinances or other governmental regulations that affect or encumber said property.

10. There are no taxes, liens, assessments (pending or certified) or unpaid or unsatisfied mortgages, claims or liens or other matters, due or about to become due, which have attached or could attach to said property.

11. There are no security agreements, financing statements, title-retention contracts or personal property leases, which have attached or could to said property.

12. There are no actions or proceedings now pending in any State or Federal Court to which Affiant is a party, including, but not limited to, proceedings in bankruptcy, receivership or insolvency; nor are there any judgments or liens of any nature which constitute or could constitute a charge or lien upon said property.

13. There have been no improvements, repairs, additions or alterations performed upon said property within the past Ninety days immediately preceding the date of this affidavit; Affiant has not entered into any agreement or contract with any party for the furnishing of any labor, services or material in connection with any improvements, repairs, additions or alterations within the references time period; there are no parties who have any claim or right to a lien for labor.

14. Affiant is of legal age, under no legal disabilities

15. If title to said property is held by a corporation, partnership or trust, such corporation, partnership or trust is in good standing under applicable State laws; the contemplated sale or mortgages of said property by said entity is pursuant to proper authority; the officer, partner or trustee executing and delivering the documents for the contemplated sale or mortgage has full power and authority to do so and there are no contrary powers or restrictions that appear in any corporate; partnership or trust documents; and, the corporation, partnership or trust has been in full force and effect during the period of ownership of said property.

16. If title to said property is held by husband and wife, affiants state that they are continuously married, each to the other, at a time preceding their acquisition of said property and that they have remained so married, continuously and without interruption, from the time of their marriage until the date of this affidavit.

17. There are no matters pending against Affiant that could give rise to a lien that would attach to said property between and the recording of the document(s) creating the interest to be insured, as set forth below; and subsequent to the aforesaid date, Affiant has not and hereby agrees and represents that Affiant will not execute any instruments or do any act whatsoever that could affect the title to said property, including, but not limited to, the conveying or mortgaging of said property or any interest therein or causing any liens to be recorded against said property or Affiant. Affiant agrees that should a cloud on title arise prior to the acquisition of the interest described in Paragraph 1 of this affidavit, then affiant will, at affiants expense, immediately remove such cloud on title and indemnify and/or hold harmless the parties named herein below for any damages arising there from.

18. This affidavit is made for the protection and benefit of the Grantee in the Deed, its successors, administrators, and assigns, and all other parties hereinafter dealing with or who may acquire any interest in the said real property and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

19. Affiant has personal knowledge of all matters set forth in this affidavit.

Escrow#182727AM

Date: August 8, 2018

Renay Barfield
Renay Barfield

D. E. Barfield
Daniel E. Barfield

State of UTAH
County of WASHINGTON

On August 17, 2018

Before me, a Notary Public, appeared **Renay Barfield and Daniel E. Barfield** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged that he/she/they executed it.

Signature of Notary Deb Allred

My commission expires: November 7, 2021



State of Nevada
 Declaration of Value Form

1. Assessor Parcel Number(s)

- a) 03-089-03
- b) _____
- c) _____
- d) _____

2. Type of Property:

- a. Vacant Land
- b. Sgl. Fam. Residence
- c. Condo/Twnhse
- d. 2-4 Plex
- e. Apt. Bldg.
- f. Comm/Ind/Fl
- g. Agricultural
- h. Mobile Home
- Other: _____

FOR RECORDER'S OPTIONAL USE ONLY	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. a. Total Value/Sale Price of Property:

\$95,048.10

b. Deed in Lieu of Foreclosure Only (value of property)

\$110,000.00

c. Transfer Tax Value:

-\$14,951.90

d. Real Property Transfer Tax Due:

\$0.00

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage Being Transferred: 0.00 100%

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 the 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.

Seller/Grantor:

Rency Barfield / Daniel E. Barfield

Buyer/Grantee:

[Signature]

SELLER (GRANTOR) INFORMATION (REQUIRED)

Name: Rency Barfield and Daniel E. Barfield
 Address: 82 Shadow Point Dr.
 St. George, UT 84770

BUYER (GRANTEE) INFORMATION (REQUIRED)

Name: Warwings Limited Partnership
 Address: P.O. Box 653
 Caliente, NV 89008

COMPANY/PERSON REQUESTING RECORDING (required)

Print Name: Cow County Title Co.
 Address: 3150 S. Hwy 160, Ste 100 Esc. #: 182727AM / 80068
 City: Pahrump NV 89048
761 S. Randance Drive

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