



**OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
LAURA DEAN-LYTTLE**

WHEN RECORDED MAIL TO

**FNFS - EMC MORTGAGE CORPORATION  
800 STATE HIGHWAY 121 BYPASS  
LEWISVILLE TX 75067-4180**

**DATE/TIME: 09/04/08 11:16  
FEE: \$15.00  
PAGES: 5  
FEE NUMBER: 2008-084431**



Space Above This Line For Recorder's Use \_\_\_\_\_

LOAN NO. 015722945  
T.S. NO. 1144822-53

**\*\*THIS DOCUMENT IS BEING RECORDED TO RECORD  
IN THE CORRECT COUNTY ON THAT CERTAIN DOCUMENT  
THAT RECORDED ON 5/20/08 #20080445905**

**WARRANTY DEED IN LIEU OF FORECLOSURE OF DEED OF TRUST**

For good and valuable consideration hereinafter set forth, receipt of which is hereby acknowledged,  
SCOTT A. PERELSTEIN AND JENEAN PERELSTEIN, HUSBAND AND WIFE

hereinafter referred to as Grantor, does hereby grant and convey to  
CITIBANK, N.A., AS TRUSTEE

hereinafter referred to as Grantee, the following described real property, situated in PINAL County, Arizona:  
LOT 114, FINAL PLAT FOR UNIT ONE OF COPPER BASIN, ACCORDING TO THE PLAT RECORDED IN  
CABINET D, SLIDE 55, RECORDS OF PINAL COUNTY, ARIZONA; EXCEPT ALL OIL, GAS, METALS  
AND MINERAL RIGHTS AND RIGHT TO OTHER MATERIALS, MORE COMPLETELY DESCRIBED IN  
ATTACHED EXHIBIT A.

Subject to all taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances,  
liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the title to said property  
is hereby warranted by Grantor against all persons whomsoever. It is further warranted and covenanted by Grantor  
in executing this deed, and agreed to by Grantee in accepting it, as follows:

1. The consideration for the execution of this deed consists of:
  - (a) Full release or reconveyance of record of the following deed of trust:

Trustor: SCOTT A. PERELSTEIN AND JENEAN PERELSTEIN, HUSBAND AND WIFE  
 Trustee: LAWYERS TITLE OF ARIZONA, INC.  
 Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Dated July 07, 2006, Recorded July 11, 2006, Document No. 2006-097933.  
Records of PINAL, Arizona.

- (b) Surrender and cancellation of the promissory note(s) and/or other evidence of debt secured by said deed of trust.

2. The total consideration set forth in paragraph 1 above for the execution of this deed is equal to and represents the fair market value of the real property described herein in the real estate market now existing in the county where the real property is located. The grantor has made continuous and diligent efforts to sell the subject real property for an amount greater than the consideration recited above, but has been unable to do so.

**THIS DOCUMENT IS FILED FOR RECC  
BY FIDELITY NATIONAL TITLE INS. CO.  
AN ACCOMODATION ONLY IT HAS N  
BEEN EXAMINED AS TO ITS EXECUTI  
OR AS TO ITS EFFECT UPON THE TITL**

LOAN NO. 015722945  
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3. This deed is executed voluntarily by Grantor and not as a result of duress or threats of any kind. Furthermore, it is executed and delivered in mutual good faith and is not given or intended to hinder, delay or defraud any creditor or contravene the bankruptcy laws of the United States or any other applicable federal or state laws. Grantor expressly represents that, as of the date of execution and delivery of this deed, the fair value of Grantor's assets exceeds Grantor's liabilities and that Grantor will not be rendered insolvent by this deed.

4. This deed is not given as security for the payment or repayment of money or indebtedness, or as security of any kind or nature and there is no agreement or understanding, oral or written, between Grantor and Grantee herein, or any other person whomsoever, relative to a reconveyance of the subject property to said Grantor, or to sale or conveyance to anyone else for the benefit of Grantor, or to any division of any proceeds realized from said property by sale or otherwise.

5. The actual possession of the property herein conveyed has been surrendered and delivered to Grantee; and Grantor intends by this deed to vest the absolute and unconditional title to said property in Grantee, and forever to stop and bar Grantor, and Grantor's successors in interest, from having or claiming any right, title, or interest of any nature whatsoever, either in law or in equity, or in possession or in expectancy, in and to the property or any part thereof. Grantee shall be entitled to exercise and enjoy all of the rights, responsibilities, powers and privileges of fee simple ownership of the subject property.

6. Grantor warrants that it has made no use of the subject real property involving the presence on the property of any "hazardous substance" as hereinafter defined or in violation of any federal, state, local or other governmental or quasi-governmental law, ordinance, regulation or judicial or quasi-judicial doctrine relating to the protection of the environment, hereinafter collectively referred to as "environmental law". "Hazardous substance" is used in its broadest sense and shall mean any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds and other chemical products and any substance or material defined or designated as a hazardous or toxic substance or other similar term by an environmental law.

7. Grantor acknowledges that it is entitled to consult legal counsel of its choice to review the terms, conditions and legal effect of this deed and to evaluate the advisability and propriety thereof and has been afforded the opportunity to do so. Grantor either acknowledges that it has consulted its legal counsel or waives any rights to such representation and any right to raise or rely upon the lack of representation or effective representation in any future proceeding or in connection with any future claim.

8. Meaning shall be given to this deed according to the context of the words and expressions used without regard to their number or gender.

Dated this 26<sup>TH</sup> Day of AUGUST

Grantors:

*John P. Reuts*  
*Jeanne Parlske*

LOAN NO. 015722945  
T.S. NO. 1144822-53

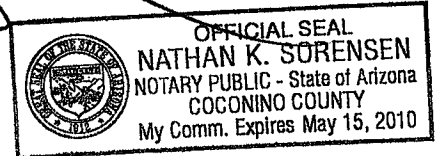
State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this 26 day of August 2008

By Scott A. Perelstein

My Commission expires 5/15/2010

Notary Public



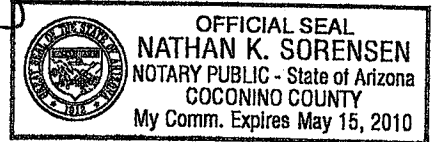
State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this 26 day of August 2008

By Janean M. Perelstein

My Commission expires 5/15/2010

Notary Public



**AFFIDAVIT OF GRANTOR**

State of \_\_\_\_\_  
County of \_\_\_\_\_

Grantor in that Warranty Deed in Lieu of Foreclosure of Deed of Trust to CITIBANK, N.A., AS TRUSTEE being first duly sworn upon oath, deposes and says: That Grantor has read the deed in lieu of foreclosure and knows the contents thereof and that every statement contained in the terms, warranties and covenants therein set forth is true of Grantor's own knowledge.

Scott A. Perelstein  
Janean M. Perelstein

The foregoing instrument was acknowledged before me this 26 day of August 2008

By Scott A. Perelstein and Jeanan M. Perelstein

My Commission expires 5/15/2010

Notary Public



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ACCEPTANCE OF GRANTEE

Grantee(s) in the attached deed, hereby conditionally accept(s) said deed, which appearance shall be absolute upon recordation of the deed in the recorder's office of the county in which the real property is located and that in such event accept(s) said deed, agree(s) to its terms and covenants and approve(s) the warranties that are therein contained.

*Carolyn Brown*

EMC Mortgage Corporation  
As Attorney-In-Fact

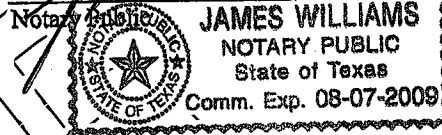
Carolyn Brown  
Assistant Vice President

State of TX  
County of Denton

The foregoing instrument was acknowledged before me this 24 day of May 2008

By Carolyn Brown, Asst. Vice President

My Commission expires 8-7-09



State of  
County of

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

By \_\_\_\_\_

My Commission expires \_\_\_\_\_

Notary Public

**EXHIBIT A**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF QUEEN CREEK, COUNTY OF PINAL, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

LOT 114, FINAL PLAT, FOR UNIT ONE OF COPPER BASIN, ACCORDING TO THE PLAT RECORDED IN CABINET D, SLIDE 55, RECORDS OF PINAL COUNTY, ARIZONA;

EXCEPT ALL OIL, GAS, METALS AND MINERAL RIGHTS AND RIGHT TO OTHER MATERIALS, TOGETHER WITH ALL GEOTHERMAL RESOURCES AS RESERVED IN PATENT RECORDED IN DOCKET 1435, PAGE 623., RECORDS OF PINAL COUNTY, ARIZONA.

APN: 210-67-11407

Copper Basin

**AFFIDAVIT OF PROPERTY VALUE**

SEE REVERSE SIDE FOR APPLICABLE STATUTES AND EXEMPTIONS

This form has been approved by the Arizona Department of Revenue pursuant to A.R.S. § 11-1133

**1. ASSessor's PARCEL NUMBER(S)** (primary parcel number) 210 67 11407  
 BOOK MAP PARCEL SPLIT  
 Does this sale include any parcels that are being split/divided?  
 Check one Yes  No   
 (b) How many parcel numbers, other than the primary parcel number, are included in this sale? \_\_\_\_\_  
 List the additional parcel numbers (up to 4) below  
 (c) \_\_\_\_\_ (e) \_\_\_\_\_  
 (d) \_\_\_\_\_ (f) \_\_\_\_\_

**2. FOR OFFICIAL USE ONLY** (Buyer and seller leave blank)  
 COUNTY OF RECORDATION: PINAL  
 FEE NO 2008-084431  
 RECORD DATE 09/04/08  
 Assessor/DLR Validation Codes  
 (e) Assessor \_\_\_\_\_ (f) DOR \_\_\_\_\_  
 Use Code \_\_\_\_\_

**2. SELLER'S NAME AND ADDRESS**  
SCOTT AND JEAN PERELSTEIN  
28321 N ZIRCON DRIVE  
QUEEN CREEK, AZ 85243

**3. BUYER'S NAME AND ADDRESS**  
CITIBANK, N.A.  
800 STATE HIGHWAY 121 BYPASS  
LEWISVILLE, TX 75067-4180

Buyer and Seller related? Yes \_\_\_\_\_ No X  
 If yes, state relationship \_\_\_\_\_

**4. ADDRESS OF PROPERTY**  
28321 N. ZIRCON DRIVE  
QUEEN CREEK, AZ 85243

**5. MAIL TAX BILL TO**  
EMC MORTGAGE CORPORATION  
800 STATE HIGHWAY 121 BYPASS  
LEWISVILLE, TX 75067-4180

**6. TYPE/USE OF PROPERTY AT TIME OF SALE** (check one)  
 a  Vacant Land f  Commercial/Industrial  
 b  Single Family Residence other than Mobile Home g  Agricultural  
 c  Condo/Townhouse h  Mobile Home  
 d  2-4 Plex i  Other Use, Specify \_\_\_\_\_  
 e  Apartment Building

**7. RESIDENTIAL BUYER'S USE**  
 Answer if you checked b, c, d, or h above (check one)  
 See reverse side for definition of a "family member"  
 To be occupied by owner or "family member"  
 To be rented to someone other than "family member"

**8. PARTY COMPLETING AFFIDAVIT** (Name, Address, Phone)  
CAL WESTERN RECONVEYANCE CORP  
525 E MAIN STREET  
EL CAJON, ca 92020 Phone 619 590 - 9200

**10. TYPE OF DEED OR INSTRUMENT** (check one)  
 a  Warranty Deed d  Contract or Agreement  
 b  Special Warranty Deed e  Quit Claim Deed  
 c  Joint Tenancy Deed f  Other

**11. TOTAL SALE PRICE** \$ N/A  
**12. PERSONAL PROPERTY** (see reverse for definition)  
 Did the sale include any personal property that has a value greater than 5% of the sale price?  
 (a) Yes \_\_\_\_\_ No X If yes, briefly describe \_\_\_\_\_

Approximate Value (b) \$ \_\_\_\_\_  
**13. DATE OF SALE** N/A / \_\_\_\_\_ / \_\_\_\_\_  
 Month Year

NOTE: This is the date of the contract of sale. If you are recording title in fulfillment of a previously recorded contract, you need not complete this affidavit (see A.1 on reverse).

**14. DOWN PAYMENT** (cash, etc.) \$ N/A

**15. METHOD OF FINANCING**  
 a  All Cash (Paid in full) e  New loan(s) from financial institution  
 b  Exchange or trade (1)  Conventional (2)  VA (3)  FHA  
 c  Assumption of existing loan(s) f  Other, explain WARRANTY DEED IN LIEU  
 d  New loan from seller (Seller Carryback)

**16. PARTIAL INTERESTS** Is only a partial ownership interest being transferred?  
 For example 1/4 (25) or 1/2 (50) Yes \_\_\_\_\_ No X  
 If yes, explain \_\_\_\_\_

**17. ADDITIONAL INFORMATION** (check all that apply)  
 a  Affixed Mobile Home b  Other \_\_\_\_\_  
 Number of Units \_\_\_\_\_ (Apartment, Motel, Mobile Home Park)

**18. LEGAL DESCRIPTION** (attach copy if necessary)  
SEE ATTACHED

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY

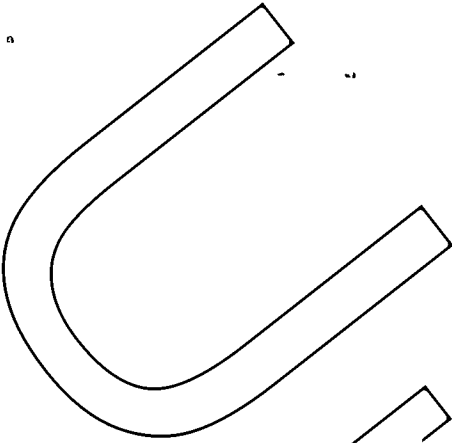
Signature of Seller/Agent [Signature]  
 State of Arizona, County of San Diego

Signature of Buyer/Agent [Signature]  
 State of Arizona, County of San Diego

Subscribed and sworn to before me on this  
2nd day of September, 2008  
 Notary Public [Signature]  
 Notary Expiration Date 2/18-2010

Subscribed and sworn to before me on this  
2nd day of September, 2008  
 Notary Public [Signature]  
 Notary Expiration Date 2/18-2010





**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF QUEEN CREEK, COUNTY OF PINAL, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS

LOT 114, FINAL PLAT FOR UNIT ONE OF COPPER BASIN, ACCORDING TO THE PLAT RECORDED IN CABINET D, SLIDE 55, RECORDS OF PINAL COUNTY, ARIZONA,

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