

①

Recorded at the request of
Fidelity National Title Insurance Company



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLÉ

When recorded mail to:

Dale Micetic
4401 E Sunset Dr
Phoenix Az 85028

DATE/TIME: 04/15/09 1433

FEE: \$16.00

PAGES: 7

FEE NUMBER: 2009-037891

Escrow No.: FT09001435-FT01

**DEED IN LIEU OF FORECLOSURE
(Deed of Trust)**

For the good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, I or we

New Venture Land Co., Inc., an Arizona corporation

("Grantor") do hereby grant and convey to

Dale M. Micetic and Wanda S. Micetic, Trustees of the Micetic Family Trust, as to an undivided 50% interest and Christi Rohmer, a single woman, as to an undivided 50% interest

("Grantee") the following real property located in Pinal County Arizona:

Lot 12, Block B, of Mountain View Estates Units 2 & 3, according to Book 17 of Maps, page 9, records of Pinal County, Arizona.

Grantor warrants title to the Property subject to the matters set forth in Grantor's policy of title insurance. Grantor also warrants by executing this deed, and Grantee agrees by accepting this deed, the following:

1. That the consideration for the execution of this deed consists of:
 - (a) Full Release of record of that Deed of Trust executed by Grantor, as Trustor, to Grantee, as Beneficiary, dated the 13th day of June, 2007 and recorded in the office of the County Recorder in Instrument Number 2007-071807, or Book , Page and the surrender and cancellation of the notes or other evidence of indebtedness secured by the Deed of Trust.
 - (b) The full and absolute release of Grantor from all liability on any and all debts, obligations, costs or charges, the payment of which was secured either by the Deed of Trust or by any other agreement or encumbrance on the Property which may have been assumed or created by Grantor at the time of or subsequent to Grantor's acquisition of the title to the Property and which Grantee has assumed and agreed in writing to pay.
2. That the total consideration for the execution of this deed is equal to and represents the fair value of the Property and includes the fair and reasonable value for Grantor's interest in the Property.
3. This deed is executed voluntarily and not as a result of duress or threats of any kind, and is not given to hinder, delay or defraud the rights of creditors or contravene the bankruptcy laws of the United States.
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, or any other person, with respect to a reconveyance of the Property to Grantor, or to a sale or conveyance to anyone else for the benefit of Grantor, or to any division of any proceeds realized from the Property by sale or otherwise.
5. Possession of the Property has been surrendered and delivered to Grantee and Grantor intends by this deed to vest the absolute and unconditional title to the Property in Grantee and forever to estop and bar Grantor and Grantor's heirs, executors or administrators 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.

Dated: March 10, 2009

New Venture Land Co. Inc., an Arizona corporation

The Micetic Family Trust

BY: Jim Wyman Sr
Jim Wyman, Sr., President

BY: Dale M. Micetic
Dale M. Micetic, Trustee

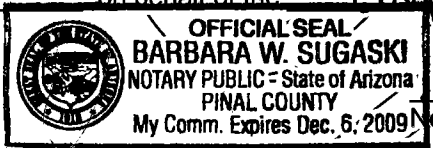
BY: Wanda S. Micetic
Wanda S. Micetic, Trustee

Christi Rohmer

NOTARY ACKNOWLEDGMENT(S) TO DEED IN LIEU OF FORECLOSURE

State of Arizona
County of Pinal

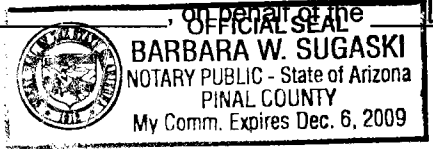
The foregoing document was acknowledged before me this 20 day of March 2009
by Jim Wyman Sr President the New Venture Land
Co. Inc and (Arizona) Corporation
a _____ on behalf of the Corporation



Barbara W Sugaski
Notary Public

(Seal)
State of Arizona
County of Pinal

The foregoing document was acknowledged before me this 5th day of March 2009
by Dale M. Micetic and Wanda S. Micetic the Trustees of
The Micetic Family Trust
a _____ Trust



Barbara W Sugaski
Notary Public

State of _____
County of _____

The foregoing document was acknowledged before me this _____ day of _____,
by _____, the _____ of _____
a _____, on behalf of the _____

(Seal)

Notary Public

Dated: March 10, 2009

New Venture Land Co. Inc., an Arizona corporation

The Micetic Family Trust

BY: _____
Jim Wyman, Sr., President

BY: Dale M. Micetic
Dale M. Micetic, Trustee

BY: Wanda S. Micetic
Wanda S. Micetic, Trustee

Christi Rohmer
Christi Rohmer

NOTARY ACKNOWLEDGMENT(S) TO DEED IN LIEU OF FORECLOSURE

State of Texas

County of Bexar

The foregoing document was acknowledged before me this 26th day of March, 2009

by Christi Rohmer, the _____ of _____

a _____, on behalf of the _____

(Seal)

State of Arizona

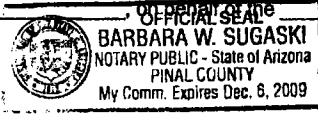
County of Pinal

The foregoing document was acknowledged before me this 5th day of March, 2009

by Dale M. Micetic and Wanda S. Micetic, the Trustees of _____

The Micetic Family Trust

a _____, on behalf of the Trust



(Seal)

State of _____

County of _____

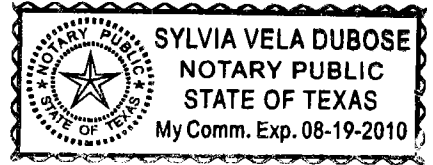
The foregoing document was acknowledged before me this _____ day of _____

by _____, the _____ of _____

a _____, on behalf of the _____

(Seal)

Notary Public



BENEFICIARY'S STATEMENT

Name: Dale M. Micetic

Address: 4401 E Sunset Dr Phoenix Az 85028

Name: Wanda S. Micetic

Address: 4401 E Sunset Dr Phoenix Az 85028

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

PHARMACY

BENEFICIARY'S STATEMENT

Name: Dale M. Micehe

Address: 4401 E Sunset Dr Phoenix Az 85028

Name: Wanda S. Micehe

Address: 4401 E Sunset Dr Phoenix Az 85028

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

First Step

ESTOPPEL AFFIDAVIT

(Deed in Lieu)

STATE OF ARIZONA)

COUNTY OF PINAL) ss

New Venture Land Co. Inc., an Arizona corporation, being duly and separately sworn, depose and say:

That they are the parties who made, executed and delivered the Deed in Lieu to Dale M. Micetic and Wanda S. Micetic, Trustees of the Micetic Family Trust, as to an undivided 50% interest and Christi Rohmer, a single woman, as to an undivided 50% interest dated March 2, 2009, conveying the following property:

Lot 12, Block B, of Mountain View Estates Units 2 & 3, according to Book 17 of Maps, page 9, records of Pinal County, Arizona.

That the Deed in Lieu was an absolute conveyance of the title to the Property to the grantee named in the Deed in Lieu and was not and is not intended as a mortgage, deed of trust, or security of any kind.

That possession of the Property has been surrendered to the grantee.

That the consideration for the Deed in Lieu was payment to the grantor of the sum of \$78,121.50 by the grantee, receipt for which is hereby acknowledged, together with the full cancellation of all debts, obligations, costs and charges existing pursuant to the terms of a mortgage, deed of trust, or agreement for sale covering the Property from New Venture Land Co. Inc., an Arizona corporation to Dale M. Micetic and Wanda S. Micetic, as Trustees of The Micetic Family Trust as to an undivided 50% interest and Christi Rohmer, a single woman as to an undivided 50% interest dated June 13, 2007.

That grantee has cancelled of record the mortgage, deed of trust, or agreement for sale covering the Property.

That grantor acknowledges receipt of the cancelled note or other evidence of indebtedness.

That the Deed in Lieu and conveyance were made by these affiants as the result of their request that the grantee accept the Deed in Lieu and was their free and voluntary act for the fair market value of the Property.

That the Deed in Lieu was not given as a preference against any other creditors of the affiants and that at the time the Deed in Lieu was given there were no other persons, firms or corporations, other than grantee, interested in the Property.

That these affiants are solvent and have no other creditors whose rights would be prejudiced by this Deed in Lieu.

That in executing the Deed in Lieu, the affiants were not acting under any duress, undue influence, misapprehension or misrepresentation by the grantee in the Deed in Lieu and that it was the intention of these affiants as grantors in the Deed in Lieu to convey to the grantee all their right, title and interest in and to the Property.

That affiants will testify, declare, depose or certify before any competent tribunal, officer, or person, in any case now pending or hereafter instituted, to the truth of the facts set forth in this Estoppel Certificate.

This affidavit is made for the protection and benefit of the grantee in the Deed in Lieu, his successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the Property, and shall bind the respective heirs, executors, administrators and assigns of the undersigned affiants.

INITIALS

ESTOPPEL AFFIDAVIT
(Continued)

Dated: 3 2009

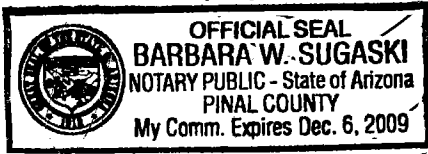
New Venture Land Co. Inc., an Arizona corporation

BY: Jim Wyman Sr
Jim Wyman, Sr., President

NOTARY ACKNOWLEDGMENT(S) TO ESTOPPEL AFFIDAVIT (DEED IN LIEU)

STATE OF Arizona
COUNTY OF Pinal

The foregoing instrument was subscribed and sworn to before me this 30 day of March, 2009 by Jim Wyman Sr President New Venture Land Co Inc an Arizona corporation
Barbara W Sugaski Notary Public



[Large diagonal watermark text: 'ESTOPPEL AFFIDAVIT' and a signature line]

INITIALS