



When recorded mail to:
LAW OFFICES OF LES ZIEVE
112 N. Central Avenue, Suite 425
Phoenix AZ 85004

DATE/TIME: 07/01/2015 1020
FEE: \$9.00
PAGES: 5
FEE NUMBER: 2015-042996

File No: 15-34626



EXEMPT PURSUANT TO A.R.S. 11-1134 (B)(1).

WARRANTY DEED (IN LIEU OF FORECLOSURE)

For the good and valuable considerations hereinafter set forth, receipt of which is hereby acknowledged, Jack L. Alvey and Linda K. Alvey, hereinafter called Grantor(s), do hereby grant and convey to Seneca Mortgage Servicing LLC, whose address is 611 Jamison Road, Elma, NY 14059, hereinafter called Grantee, the following described real property situated in Pinal County, Arizona:

LOT 105, INCLUSIVE AND TRACTS A THROUGH I, AVALON PHASE A, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN CABINET E, SLIDE 076.

APN: 509-84-20507

Commonly known as: 1252 W AVALON CANYON DR, CASA GRANDE AZ 85122

SEE ESTOPPEL AFFIDAVIT ATTACHED HERETO MARKED EXHIBIT "A" AND INCORPORATED HEREIN BY THIS REFERENCE.

SEE GRANTOR(S) AFFIDAVIT ATTACHED HERETO MARKED EXHIBIT "B" AND INCORPORATED HEREIN BY THIS REFERENCE.

SUBJECT TO: Current taxes, assessments, reservation in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

The title to said property is hereby warranted by Grantor(s) against all persons whomsoever subject to the matters above set forth. It is further warranted and covenanted by Grantor(s) in executing this deed, and agreed by Grantee in accepting the same, as follows:

1. That the consideration for the execution of this deed consists of:

(a) Full release and Reconveyance of record of that certain Deed of Trust executed by Jack L. Alvey and Linda K. Alvey, husband and wife, as Trustors, to Mortgage Electronic Registration Systems, Inc., solely as Nominee for Nova Financial and Investment Corp, its successors and assigns, as beneficiary, which Deed of Trust was dated 9/21/2012, recorded 9/25/2012, as Instrument No. 2012-082856, in the records of the Pinal County Recorder's Office,

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and surrender and cancellation of the promissory note or notes or other evidence of debt secured by said Deed of Trust.

(b) The full and absolute release of Grantor(s) from all liability on any and all promissory notes, debts, obligations, costs or charges, the payment of which was secured either by the Deed of Trust specifically referred to in paragraph (a) above or by any other Deed of Trust or encumbrance on the same property, which may have been assumed or created by Grantor as an obligation at the time of or subsequent to Grantor's acquisition of the title to said property, and which last mentioned other Deed of Trust or encumbrance, if any, with the debts and obligations thereby secured, Grantee has assumed and agreed to pay by specific provisions hereinbefore set forth in this deed; and

(c) The full and absolute release of Grantee by Grantor(s) of any and all claims, demands, suits and actions the Grantor has or may hereinafter have relating to the making of the Note, Deed of Trust, the loan default and credit reporting.

2. That the total consideration set forth in 1 above, for the execution of this deed is equal to and represents the fair value of the real property described herein and included the fair and reasonable value for Grantor's interest in said property.

3. This deed is given for the express consideration set forth in 1 above is executed voluntarily and not as a result of duress or threats of any kind and is bona fide and 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(s) and Grantee herein, or any other person whomever relative to a reconveyance of the above described property to said Grantor(s), or to a sale or conveyance to anyone else for the benefit of Grantor(s), or to any division of any proceeds realized from said property by sale or otherwise.

5. That the actual possession of the property herein conveyed has been surrendered and delivered to Grantee and Grantor(s) intends by this deed to vest the absolute and unconditional title to said property in Grantee, and forever to estop and bar Grantor(s) and Grantor(s)'s heirs, executors or administrators from having or claiming any right, title, homestead or interest of any kind or nature whatsoever, either in law or in equity, or possession or in expectancy, in and to said property or any part thereof.

6. Grantor(s) understands that upon execution of this deed, the subject property must be vacant.

7. Grantor(s) and Grantee understand and agree that Grantee's acceptance of this deed is not final until recordation by Grantee of the deed in the office of the County Recorder of Pinal County, Arizona.

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8. Grantor(s) certifies that by executing this deed that the following conditions have been met: All belongings and debris has been removed inside the property and outside the property; the lawn has been cut within the last seven days (if applicable); the property is clean, including fixtures; all built in fixtures remain in the property; and the keys to the property are being surrendered to the lender upon execution of this deed.

9. Grantee's acceptance of all terms and conditions contained herein and in the accompanying Estoppel Affidavit shall be evidenced by the execution of a Deed of Release and Reconveyance, and/or Direction for Reconveyance, which said document shall be recorded concurrently herewith.

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DATED this 23 day of April, 2015.

Jack L. Alvey
Jack L. Alvey, Grantor

Linda K. Alvey
Linda K. Alvey, Grantor

STATE OF Arizona
COUNTY OF Pinal

On this the , before me, , the undersigned Notary Public, personally appeared **Jack L. Alvey and Linda K. Alvey**
_____ 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 the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

Witness my hand and official seal.
Raquel Cadriel
Notary Public

Notary Public in and for the State of Arizona
My commission expires: 12/06/2015

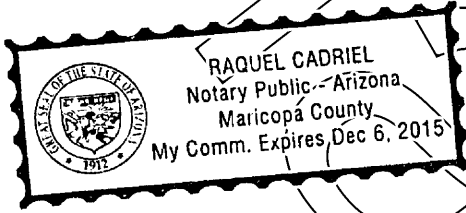


EXHIBIT "A"

ESTOPPEL AFFIDAVIT

TS #: 15-34626
Loan #: 000511****

The aforesaid deed is intended to be and is an absolute conveyance of the title to said premises to the grantee names therein and was not and is not now intended as a mortgage, trust conveyance, or security of any kind. It is our intention as grantors in said deed to convey, and by said deed we did convey to the grantee therein all our right, title and interest absolutely in and to said premises; that possession of said premises has been surrendered to the grantee.

In the execution and delivery of said deed, we were not acting under any misapprehension as to the affect thereof, and acted freely and voluntarily and were not acting under coercion or duress.

The consideration for said deed was and is the full cancellation of all debts, obligations, costs and charges secured by that certain deed of trust heretofore existing on said property executed by: **Jack L. Alvey and Linda K. Alvey, husband and wife** Trustors, dated 9/21/2012 and recorded 9/25/2012 in Docket , Page , as Sequence Number 2012-082856 of Official records of Pinal County, Arizona, and RECONVEYANCE of said property under said deed of trust. At the time of making said deed, we believed and now believe that the aforesaid consideration for the deed represents the fair value of the property so deeded.

This declaration 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.

This Estoppel declaration for deed in lieu of foreclosure consisting of the page is executed this 23 day of April, 2015, in the City of CASA GRANDE in the State of AZ.

By: Jack L. Alvey
Jack L. Alvey

By: Linda K. Alvey
Linda K. Alvey

State of Arizona }
County of Pinal }

Subscribed and Sworn to (or affirmed) before me, on this 23 day of April, 2015, Jack L. Alvey and Linda K. Alvey, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Raquel Cadriel
SIGNATURE OF NOTARY
Print Name: Raquel Cadriel
My Commission Expires: 2/6/2015

