



**EXHIBIT "A"**

**ESTOPPEL AFFIDAVIT**

STATE OF UTAH            )  
                          Davis       :ss.  
County of ~~Salt Lake~~    )

THIS AFFIDAVIT, made this 6<sup>th</sup> day of May, 2014, Elaine F. Revell, hereinafter referred to as GRANTOR.

**WITNESSETH:**

That the Grantor is the owner of the premises described below and a Promissory Note was executed by Charles K. Revell and Elaine F. Revell, as husband and wife as joint tenants, on February 20, 2009, in the principal sum of \$325,500.00, and secured by a Trust Deed of even date and recorded in the Recorder's Office of Washington County, State of Utah, on February 25, 2009, as Entry Number 20090006781, of Official Records, covering the real estate located at 39 North Valley View Drive, Unit #14, St. George, UT 84770, and more particularly described as follows:

All of Lot Fourteen (14) VISTA DEL SOL TOWNHOMES - PHASE 1, according to the Official Plat thereof, on file in the office of the Recorder of Washington County, State of Utah.

The Grantor has defaulted in the payments due on the note upon which the principal sum of \$197,436.50 is at present due and outstanding as of March 31, 2014, and is unable to meet the obligations of the Note and Trust Deed according to the terms thereof.

That the Grantor is the party who made, executed, and delivered that certain Warranty Deed to Federal National Mortgage Association executed herewith, conveying the above described property. The Grantor hereby acknowledges, agrees, and certifies that the deed is an absolute conveyance of the Grantor's right, title, and interest in and to said real estate, together with all buildings thereon and appurtenances thereunto belonging and appertaining, and with release of all dower and homestead rights in and to said real estate, and also convey, transfer, and assign the Grantor's rights of possession, rentals, and equity of redemption in and to said premises. The value of the real estate is not in excess of the amount of said indebtedness outstanding.

The deed was given voluntarily by the Grantor to the Grantee in good faith on the part of the Grantor and the Grantee without any fraud, misrepresentation, duress, or undue influence whatsoever, and was not given as a preference against any other creditors of the Grantor. The deed of conveyance shall not restrict the right of the Grantee to institute

foreclosure proceedings if the condition of the title or other matters make the same necessary or desirable all at the option and decision of the Grantee, but said deed shall be and is hereby intended and understood to be an absolute conveyance and an unconditional sale, with full extinguishment of the Grantor's equity of redemption, and with the full release of all of the Grantor's right, title and interest of every character in and to said property. The Warranty Deed is executed and delivered to the Grantee in lieu of foreclosure and upon the agreement and understanding that the Grantor will be released from personal liability for said indebtedness upon the recording of the Warranty Deed.

The Grantor agrees that the Warranty Deed was and is an absolute conveyance of the title to said real property to the Grantee therein named, is not intended as a mortgage, trust conveyance or security of any kind, and possession of said premises has been surrendered, or will be surrendered and delivered upon execution of the Warranty Deed. The property must be vacant, tenant free, and broom swept. Any personal property left in the home at the time the deed in lieu is complete will become the property of the lender and may be disposed of how the lender sees fit. If the property is not in satisfactory condition, the deed in lieu is void and will not be recorded.

This affidavit has been made for the protection and benefit of the aforesaid Grantee in said deed, its successors and assigns, and all other parties hereinafter dealing with, or who may acquire an interest in the property described therein and shall bind the respective heirs, executors, administrators, and assigns of the undersigned.

Elaine F. Revell  
Elaine F. Revell

Duly acknowledged and sworn to before me this 6 day of May, 2014.

Khyrie Vandegrift  
Notary Public

