

DEED IN LIEU OF FORECLOSURE

*RPTT-6*

THIS INDENTURE, made and entered into this 27<sup>th</sup> day of August, 1991, by and between HILARIO R. HERNANDEZ AND BELINDA G. HERNANDEZ, husband and wife, Party of the First Part/Grantor, and METROPOLITAN FEDERAL BANK, fsb, Party of the Second Part/Grantee, whose address is: 7716 Golden Triangle Drive  
Eden Prairie, Mn 55344  
 MAIL TAX STATEMENTS TO SAME

**W I T N E S S E T H:**

That the said Party of the First Part, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United states of America, to him in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain and sell unto the said party of the Second Part, and to his heirs and assigns forever, all that certain real property situate in the County of Douglas, State of Nevada, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said Party of the Second Part, and to his heirs and assigns forever.

This Deed In Lieu of Foreclosure is an absolute conveyance, the Party of the First Part having sold said land to the Party of the Second Part for a fair and adequate consideration, such consideration, in addition to that above, recited, being full satisfaction of all obligations secured by the Deed of Trust executed by

HILARIO R. HERNANDEZ AND BELINDA G. HERNANDEZ, husband and wife to DOUGLAS COUNTY TITLE CO., INC. a corporation, Trustee, in favor of SAIDA OF NEVADA, INC.

Beneficiary, recorded on the 16th day of November, 19 87, in Book 1187 at Page 2074 as Document No. 166482, Official Records of Douglas County, Nevada.

Party of the First Part declare(s) that this conveyance is freely and fairly made and that there are no agreements, oral or written, other than this Deed In Lieu Of Foreclosure between the parties hereto with respect to the property hereby conveyed.

IN WITNESS WHEREOF, the Party of the First Part has executed this conveyance the day and year first hereinabove written.

*Hilario R. Hernandez*  
 HILARIO R. HERNANDEZ

*Belinda G. Hernandez*  
 BELINDA G. HERNANDEZ

JEFFREY L. HARTMAN, ESQ.  
 Attorney at Law  
 417 West Plumb Lane  
 Reno, NV 89509

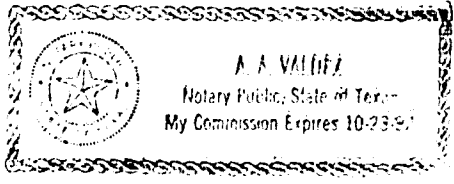
STATE OF )  
                  ) :ss.  
COUNTY OF )

On this 27 day of AUGUST, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared  
HILARIO R. HERNANDEZ AND BELINDA G. HERNANDEZ

known to me to be the person 5 described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

*A. A. Valdez*  
NOTARY PUBLIC



JEFFREY L. HARTMAN, ESQ.  
Attorney at Law  
417 West Plumb Lane  
Reno, NV 89509

COOPY

AFFIDAVIT

STATE OF NORTH DAKOTA )  
NEVADA )  
: ss  
COUNTY OF CASS )

METROPOLITAN FEDERAL BANK, fsb

\_\_\_\_\_, Grantee(s) herein, being first duly sworn upon oath, each for himself or herself and not one for the other, deposes and says:

That he or she has read the foregoing 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 his or her own knowledge; that the parties named as Grantees in executing this Affidavit hereby accept said Deed In Lieu Of Foreclosure and agree to its terms and covenants and approve the warranties therein contained.

METROPOLITAN FEDERAL BANK, fsb

Stephen K. O'Neal

by: Stephen K. O'Neal  
Vice President

Subscribed, Sworn to and Acknowledged before me this 25th day of July, 1991.

Linette Knoll

NOTARY PUBLIC

LINETTE KNOLL  
Notary Public, State of North Dakota  
My Commission Expires Aug. 17, 1996  
STATE OF NORTH DAKOTA  
NOTARY PUBLIC SEAL

SEAL

JEFFREY L. HARTMAN, ESQ.  
Attorney at Law  
417 West Plumb Lane  
Reno, NV 89509

EXHIBIT "A"  
LEGAL DESCRIPTION

A timeshare estate comprised of:

Parcel 1: an undivided 1/51st interest in and to the certain condominium described as follows:

(a) An undivided 1/24th interest as tenants in common, in and to the Common Area of Lot 50, Tahoe Village, Unit No. 1, as designated on the Seventh Amended Map of Tahoe Village Unit No. 1, recorded on April 14, 1982, as Document No. 66828 Official Records of Douglas County, State of Nevada, and as said Common Area is shown on Record of Survey of boundary line adjustment map recorded March 4, 1985, in Book 385, Page 160, of Official Records of Douglas County, Nevada, as Document No. 114254.

(b) Unit No. 001 as shown and defined on said 7th Amended Map of Tahoe Village, Unit No. 1.

Parcel 2: a non-exclusive easement for ingress and egress and for use and enjoyment and incidental purposes over and on and through the Common Areas as set forth on said Seventh Amended Map of Tahoe Village, Unit No. 1, recorded on April 14, 1982, as Document No. 66828, Official Records of Douglas County, State of Nevada, and as further set forth upon Record of Survey of boundary line adjustment map recorded March 4, 1985, in Book 385, at Page 160, of Official Records of Douglas County, Nevada as Document No. 114254.

Parcel 3: the exclusive right to use said unit and the non-exclusive right to use the real property referred to in subparagraph (a) of Parcel 1 and Parcel 2 above during one "use week" within the "Summer use season" as said quoted terms are defined in the Declaration of Conditions, Covenants and Restrictions, recorded on December 21, 1984, in Book 1284, Page 1993, as Document No. 111558 of said Official Records, and Amended by instrument recorded March 13, 1985, in Book 385, Page 961, of Official Records, as Document No. 114670. The above described exclusive and non-exclusive rights may be applied to any available unit in the project during said "use week" in said above mentioned use season.

*A portion of APN 40-300-01*

REQUESTED BY  
STEWART TITZE of DOUGLAS COUNTY  
IN THE COUNTY CLERK'S OFFICE OF  
DOUGLAS COUNTY, NEVADA

'91 SEP -4 P1:44

RECEIVED  
\$8.00 PAID KJ DEPUTY  
259526

BOOK 991 PAGE 324