

✓ PREPARED BY AND RETURN TO:
Jerry W. Allender, Esquire
P. O. Box 2566
Titusville, FL 32781-2566
File No. 99-324

**WARRANTY DEED TO TRUSTEE
UNDER REVOCABLE TRUST AGREEMENT**

RPT #3

THIS INDENTURE made this 7th day of September, 1999,
between the following named parties:

GRANTOR: JAMES W. ENTINGER and JANE N. ENTINGER, husband and wife

GRANTOR'S ADDRESS: 770 New Hampton Way, Merritt Island, FL 32953

**GRANTEE: JAMES W. ENTINGER and JANE N. ENTINGER, Trustees of THE
JAMES W. and JANE N. ENTINGER TRUST, u/a/d September 7,
1999.**

GRANTEE'S ADDRESS: 770 New Hampton Way, Merritt Island, FL 32953

W I T N E S S E T H:

That the Grantor for and in consideration of the sum of NO AND NO/100 (\$00.00) DOLLARS and other good and valuable consideration in hand paid, receipt of which is acknowledged, grants, conveys and warrants unto Grantee, the following described real estate in the County of Douglas, and State of Nevada:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appurtenant and the reversion and reversions, remainder and remainders, rents, issues and profits thereto;

SUBJECT TO any and all matters of record, including taxes, assessments, easements, oil and mineral reservations and leases, if any, rights of way, agreements and the Fourth Amended and Restated Declaration of Timeshare Covenants, Conditions and Restrictions dated January 30, 1984 and recorded February 14, 1984, as Document No. 96758, Book 284, Page 5202, Official Records of Douglas County, Nevada, as amended from time to time, and which Declaration is incorporated herein by this reference as if the same were fully set forth herein;

THE PARTIES HERETO ACKNOWLEDGE THAT THIS DOCUMENT WAS PREPARED WITHOUT THE BENEFIT OF ANY TITLE SEARCH OR TITLE INFORMATION.

TO HAVE AND TO HOLD the above-described real estate ("Property") in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in THE JAMES W. and JANE N. ENTINGER TRUST, u/a dated September 7, 1999, ("Trust Agreement").

This deed is given and accepted in accordance with Section 689.071, Florida Statutes. The Trustee shall have no personal liability whatsoever for acting as Trustee under the Trust Agreement referred to above or by virtue of taking title to the Property and the sole liability of the Trustee hereunder shall be limited

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to the Property which the Trustee holds as Trustee under the Trust Agreement referred to above.

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said Property or any part thereof, to dedicate parks, streets, highways, or alleys and to vacate any subdivision or part thereof, and to resubdivide said Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said Property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said Property, or any part thereof, to lease said Property, to any part thereof, from time to time, in possession or reversion, by leases to commence in the present or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said Property, or any part thereof, for other real or personal property, to submit said Property to condominium, to grant easements or charges of any kind, to release, convey, or assign any right, title or interest in or about of easement appurtenant to said premises or any part thereof, and to deal with said Property and every part thereof in all other ways, and for such other consideration as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said Property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

In no case shall any party dealing with the Trustee in relation to the property or to whom the Property or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the Property, or be obliged to see that the terms of this Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee,

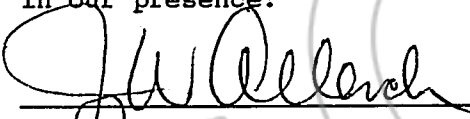
or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to said Property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, authorities, duties and obligations of the predecessor.

In the event of the death of the Trustee, the successor trustee under the trust agreement referred to above shall be JILL RAE ENTINGER, or her successor, and upon a recording in the public records of Douglas County, Nevada, of a death certificate of the Trustee or of any successor trustee, title to the land described herein shall be deemed to be held by the successor trustee and to pass to the successor trustee without the requirement of recording any further or additional documents.

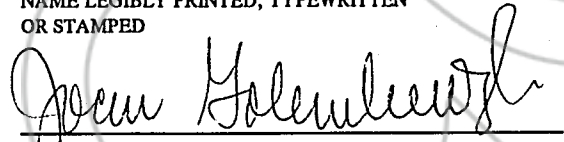
And the Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that Grantor has good right and lawful authority to sell and convey said Property and will defend the same against the lawful claims of all persons whomsoever; subject to taxes for the year 1999 and subsequent years. "Grantor", "Grantee", "Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the Grantor aforesaid has signed this deed this 7th day of September, A.D., 1999.

Signed, sealed and witnessed
in our presence:

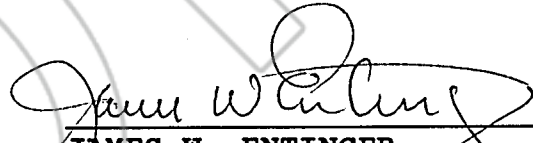

SIGNATURE

Jerry W. Allender
NAME LEGIBLY PRINTED, TYPEWRITTEN
OR STAMPED


SIGNATURE

Joan Golembiewski
NAME LEGIBLY PRINTED, TYPEWRITTEN
OR STAMPED

"GRANTOR"


JAMES W. ENTINGER


JANE N. ENTINGER

STATE OF FLORIDA

COUNTY OF BREVARD

I certify that on this date before me, the undersigned, an officer duly authorized in the State and County named above to take acknowledgements, personally appeared JAMES W. ENTINGER and JANE N. ENTINGER, his wife, known to me to be the persons described in and who signed the foregoing instrument, and they acknowledged under oath before me that they signed the same, and they produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of September, 1999.

Joan Golembiewski
SIGNATURE

Joan Golembiewski
NAME LEGIBLY PRINTED, TYPEWRITTEN
OR STAMPED

NOTARY PUBLIC
STATE OF FLORIDA



Joan Golembiewski
MY COMMISSION # CC756915 EXPIRES
July 31, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

(SEAL)

My Commission Expires:

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EXHIBIT "A" (37)

An undivided 1/102nd interest as tenants in common in and to that certain real property and improvements as follows: (A) An undivided 1/106th interest in and to Lot 37 as shown on Tahoe Village Unit No. 3-13th Amended Map, recorded December 31, 1991, as Document No. 268097, rerecorded as Document No. 269053, Official Records of Douglas County, State of Nevada, excepting therefrom Units 039 through 080 (inclusive) and Units 141 through 204 (inclusive) as shown on that certain Condominium Plan Recorded July 14, 1988, as Document No. 182057; and (B) Unit No. 073 as shown and defined on said Condominium Plan; together with those easements appurtenant thereto and such easements described in the Fourth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions for The Ridge Tahoe recorded February 14, 1984, as Document No. 096758, as amended, and in the Declaration of Annexation of The Ridge Tahoe Phase Five recorded August 18, 1988, as Document No. 184461, as amended, and as described in the Recitation of Easements Affecting the Ridge Tahoe recorded February 24, 1992, as Document No. 271619, and subject to said Declarations; with the exclusive right to use said interest in Lot 37 only, for one week every other year in Odd-numbered years in the Swing "Season" as defined in and in accordance with said Declarations.

A portion of APN: 42-284-07

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REQUESTED BY
Jerry Alender
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

1999 SEP 13 AM 11:19

LINDA SLATER
RECORDER

\$11⁰⁰ PAID K2 DEPUTY