

17- own APN: 42-286-11

A Portion of APN: 42-286-11  
Transfer Tax: ~~5.85~~ 7.80  
Contract No. 02727169413

When Recorded Return to:  
Sunterra Corporation  
9921 Covington Cross.Dr.  
Suite #105  
Las Vegas, Nv 89144

\* Grantor <sup>D3</sup>

Deed in Lieu of Foreclosure

THIS DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 2000, between **Dennis A. Morrill and Cynthia L. Morrill, \*Husband and Wife as Joint Tenants with Right of Survivorship** having the address of **2113 Cordoba Way, Antioch, CA 94509** and , a Nevada Partnership, Grantee, having a mailing address of Post Office Box 5790, Stateline, Nevada 89449.

Grantor, in consideration of the sum of Ten Dollars (\$10.00) or other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does by these presents grant, bargain, and sell unto Grantee, Grantee's heirs, personal representatives, successors and assigns, forever, all that certain property situated in the County of Douglas State of Nevada, described as follows:

See Exhibit A attached hereto and incorporated herein by this reference;

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all personal property of Grantor, if any, therein (all of the foregoing shall hereinafter be referred to as the "Property");

To have and to hold the Property unto the said Grantee, Grantee's heirs, personal representatives, successors and assigns, forever.

This Deed is an absolute conveyance of title to the Property to Grantee and is not intended as a mortgage, trust conveyance, or security of any kind, Grantor having transferred said Property to Grantee for a fair and adequate consideration including full satisfaction and discharge of all obligations secured by that Deed of Trust executed by **Dennis A. Morrill and Cynthia L. Morrill, Husband and Wife as Joint Tenants with Right of Survivorship** as trustor therein to Stewart Title of Douglas County as trustee in favor of Grantee as beneficiary and recorded on **October 27, 1991** in Book **1191** as Page Number **1121** as Document Number **264491** in the Official Records of Douglas County, Nevada.

Grantor declares and warrants to Grantee and any title insurance company subsequently insuring title to the Property that this conveyance is freely and voluntarily made and not under coercion or duress; except for easements and restrictions of record and above Deed of Trust, title to the Property is free and clear of all liens and encumbrances; Grantor is the sole owner of the Property and has not previously assigned, alienated, or transferred all or any part of the Property; the granting of this Deed is not being done with the intent to defraud creditors; and Grantor is not a party to any bankruptcy or other insolvency proceeding.

IN WITNESS WHERE OF, Grantor has executed this Deed as of the day and year first here in above written.

Dated: 8-17-00

Dennis A. Morrill  
Dennis A. Morrill

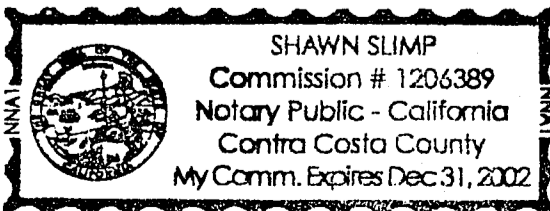
Cynthia L. Morrill  
Cynthia L. Morrill

STATE OF California  
COUNTY OF Contra Costa

On this 17<sup>th</sup> day of August, 2000, before me, a notary public, in and for said county and state, personally appeared **Dennis A. Morrill, and Cynthia L. Morrill, Husband and Wife as Joint Tenants with Right of Survivorship**, personally known to me to be the person who executed the above instrument, who acknowledged to me that he or she executed the same freely and voluntarily for the purposes therein stated.

Shawn Slimp  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
Dec 31, 2002



SEAL

0527033

BK 110 | PG 1314

PARCEL ONE

An undivided 1/102nd interest in and to that certain condominium as follows:

- (A) An undivided 1/36th interest as tenants-in-common, in and to Lot 37 as shown on Tahoe Village Unit No. 3-10th Amended Map, Recorded September 21, 1990 as Document No. 235008, Official Records of Douglas County, State of Nevada. Except therefrom Units 039 through 080 (inclusive) and Units 141 through 204 (inclusive) as shown and defined on that certain Condominium Plan recorded as Document No. 182057, Official Records of Douglas County, State of Nevada.
- (B) Unit No. 169 as shown and defined on said last Condominium Plan.

PARCEL TWO

- (A) a non-exclusive easement for roadway and public utility purposes as granted to Harich Tahoe developments in deed re-recorded December 8, 1981, as Document No. 63026, being over a portion of Parcel 26-A (described in Document No. 01112, recorded June 17, 1976) in Section 30, Township 13 North, Range 19 East M.D.B. & M.; and
- (B) An easement for ingress, egress and public utility purposes, 32' wide, the centerline of which is shown and described on the Seventh Amended Map of Tahoe Village No. 3, recorded April 9, 1986, as Document No. 133178 of Official Records, Douglas County, State of Nevada.

PARCEL THREE

A non-exclusive right to use the real property known as "Common Area" as shown on Tahoe Village Unit No. 3-10th Amended Map, Recorded September 21, 1990 as Document No. 235008 of the Douglas County Recorder's Office, Douglas County, Nevada, within Section 30, Township 13 North, range 19 East, M.D.B. & M. for all those purposes provided for in the Declaration of Covenants, Conditions, and Restrictions recorded January 11, 1973, as Document No. 63681, in Book 173 Page 229 of Official Records and in modifications thereof: (1) recorded September 28, 1973, as Document No. 69063 in Book 973 Page 812 of Official Records; (2) recorded July 2, 1976, as Document No. 1472 in Book 776 Page 87 of Official Records; and (3) recorded July 26, 1989, as Document No. 207446, in Book 789, Page 3011.

PARCEL FOUR

A non-exclusive easement for ingress and egress and recreational purposes and for the use and enjoyment and incidental purposes over, on and through Lots 29, 30, 35, 39, 40, and 41 as shown on Tahoe Village Unit No. 3 - 10th Amended Map, Recorded September 21, 1990 as Document No. 235008 of the Douglas County Recorder's Office, Douglas County, Nevada, within Section 30, Township 13 North, Range 19 East M.D.B. & M. for all those purposes provided for in the Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded February 14, 1984, as Document No. 96758 and as amended from time to time of Official Records of Douglas County, State of Nevada.

PARCEL FIVE

The Exclusive right to use any UNIT of the same Unit Type as described in the Amended Declaration of Annexation of The Ridge Tahoe Phase Five recorded on August 18, 1988, as Document No. 184461 of Official Records of Douglas County, in which an interest is hereby conveyed in subparagraph (B) of Parcel One, and the non-exclusive right to use the real property referred to in subparagraph (A) of Parcel One and Parcels Two, Three and Four above for all of the purposes provided for in the Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Ridge Tahoe, recorded February 14, 1984, as Document No. 96758 of Official Records of Douglas County, during ONE ALTERNATE use week within the even numbered years of the swing SEASON, as said quoted term is defined in the Declaration of Annexation of the Ridge Tahoe Phase Five.

The above described exclusive right may be applied to any available unit of the same Unit Type on Lot 37 during said use week within said "use season".

A Portion of APN 42-286-11

0527033

BK 1101 PG 1315

Contract No. 02727169413

AFFIDAVIT

STATE OF NEVADA )  
  )  
County of Clark    )


Harich Tahoe Developments, a Nevada General Partnership, being first duly sworn upon oath, deposes says:

That, for purposes of accepting delivery of the foregoing Deed in Lieu of Foreclosure and affiant executing this Affidavit, he is a duly authorized officer or agent of the Grantee named therein; that he has read the Deed in Lieu of Foreclosure and knows the contents thereof; that to the best of his own knowledge, there is no statement contained in the terms, warranties and covenants therein set forth which is false; that in executing this Affidavit, and subject to the following provision, Grantee hereby accepts said Deed in Lieu of Foreclosure and agrees to its term and covenants and approved the warranties therein contained, provided that there are no encumbrances, liens, adverse claims, defects, or other charges or matter appearing in the public records attaching subsequent to the recording of the Deed of Trust which affects the property deeded and provided further that Grantor is the sole, titled record owner of the property.

Harich Tahoe Development, a  
Nevada General Partnership

By: *Delinda Sargent*  
Delinda Sargent,  
Authorized Representative

Subscribed, sworn to and acknowledged before me this 24 day of September, 2001.

5/8/05  


*Gretchen S. Brown*  
Notary Public

0527033  
BK 1101 PG 1316

COPY

REQUESTED BY  
Santerra  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2001 NOV -6 AM 10: 06

LINDA SLATER  
RECORDER

\$17<sup>50</sup> PAID k2 DEPUTY

0527033

BK 1101 PG 1317