REQUESTED BY

Stewart Title of Douglas County

IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA

2003 OCT 21 AM 10: 30

WERNER CHRISTEN RECORDER

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A porton of APN: 1319-22-000-013

R.P.T.T. \$ 39.00

#17-016-15-71

David Walley's Resort Interval Number 0101615B

DEED

THIS INDENTURE, made and entered into this 22nd day of May, 2003, by and between Karl Fick and Julie Fick, husband and wife as joint tenants with the right of survivorship, Grantor, having the address of 30272 Sunnyside Ave, Madera, CA 93638 and Walley's Partners Limited Partnership, a Nevada limited partnership, Grantee, having the address of Post Office Box 158, Genoa, Nevada 89411.

WITNESSETH:

That the said Grantor, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, to Grantor in hand paid by the said Grantee, and other good and valuable consideration, the receipt whereof 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 real property situate 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 sold said Property to Grantee for a fair and adequate consideration.

Grantor declares and warrants to Grantee and any title insurance company subsequently insuring title to the Property that this conveyance is freely and fairly made and not under any misapprehension as to effect nor under coercion or duress; there are no agreements, oral or written, other than this Deed, between the parties hereto with respect to the Property hereby conveyed; except for easements and restrictions of record and a deed of trust in favor of the Grantee, title to the Property is free and clear of all liens and encumbrances; Grantor is the sole owner of the Property and has not assigned, alienated, or transferred all or any part of Grantor's ownership interests in the Property; the granting of this Deed is not being done with the intent to defraud creditors and is intended as an absolute conveyance, and not a mortgage; and Grantor is not a party to any bankruptcy or other insolvency proceeding nor is contemplating the commencement of any such proceeding.

From time to time after the execution of this Deed, at the request of Grantee, Grantor agrees to and shall execute, acknowledge, and deliver such other instruments and perform such other additional acts as Grantee may reasonably request to assign, transfer, convey, deliver, and vest more effectively title in Grantee and to put Grantee in possession of the Property, or to otherwise effectuate and carry out the intent of this instrument.

0594128 BK 1003PG/0089 In consideration of the acceptance of delivery hereof by Grantee, Grantor does hereby release and forever discharge Grantee, Grantee's successors, assigns, directors, partners, officers, employees, brokers, agents, and attorneys from any and all actions, damages, costs, debts, claims, and demands whatsoever which Grantor may have in law or in equity with regard to the Property, the acquisition thereof, and the giving of this Deed.

IN WITNESS WHEREOF, Grantor has executed this conveyance the day and year first
hereinabove written.
My factorial fac
Sand I lake Jalu Mich
Karl/Fick Julie Fick
STATE OF CALIFORNIA }
} ss.
County of MADERA }
On Joly 2, , , 2003 personally appeared before me, a Notary Public, kar Field , personally known or proved to me to be the person described in and who executed the foregoing instrument, who acknowledged that he or she executed the
personally known or proved to me to be the person
described in and who executed the foregoing instrument, who acknowledged that he or she executed the
same freely and voluntarily and for the uses and purposes therein mentioned.
The state of the s
WITNESS my hand and official seal.
Mayor Disamo
Notary Bublica
SHARON D. LYONS
STATE OF CALLED ONLA }
140tal 1 dolla - camorina >
SS. Madera County County of MADERA Sep 7, 2005
Country of Triangle Countr
On July 2, 2003 personally appeared before me, a Notary Public,
JULIE FICK , personally known or proved to me to be the person
described in and who executed the foregoing instrument, who acknowledged that he or she executed the
same freely and voluntarily and for the uses and purposes therein mentioned.
same neery and voluntarity and for the uses and purposes therein mentioned.
WITNESS mushond and official coal
WITNESS my hand and official seal.
Notary Public
Notary Public
SHARON D. LYONS
Commission # 1317165 -
Notary Public - California
Madera County My Comm. Expires Sep 7, 2005
My Collins Laboratory

When Recorded Mail to: Walley's Partners LP P.O. Box 158 Genoa, NV 89411

Mail Tax Statements to: Walley's Partners LP P.O. Box 158 Genoa, NV 89411

> 0594128 BK1003PGO090

Inventory No.: 17-016-15-71

EXHIBIT "A" (Walley's)

A timeshare estate comprised of an undivided interest as tenants in common in and to that certain real property and improvements as follows:

An undivided 1/2142nd interest in and to all that real property situate in the County of Douglas, State of Nevada, described as follows:

ADJUSTED PARCEL F: A parcel of land located within a portion of the West one-half of the Northeast one-quarter (W1/2 NE1/4) of Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 15 and 22, T13N, R19E, M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey prepared by David D. Winchell and recorded September 28, 1989 in the office of the Recorder, Douglas County, Nevada as Document No. 211937; thence South 57°32'32" East, 640.57 feet to the POINT OF BEGINNING; thence North 80°00'00" East, 93.93 feet; thence North 35°00'00" East, 22.55 feet; thence North 10°00'00" West, 92.59 feet; thence North 80°00'00" East, 72.46 feet; thence South 10°00'00" East, 181.00 feet; thence South 80°00'00" West, 182.33 feet; thence North 10°00'00" West, 72.46 feet to the POINT OF BEGINNING.

(Reference is made to Record of Survey for Walley's Partners Ltd. Partnership, in the office of the County Recorder of Douglas County, Nevada, recorded September 17, 1998 in Book 998, at Page 3261, as Document No. 449576.)

Together with those easements appurtenant thereto and such easements and use rights described in the Declaration of Time Share Covenants, Conditions and Restrictions for David Walley's Resort recorded September 23, 1998, as Document No. 0449993, and as amended by Document Nos. 0466255, 0485265, 0489957, 0509920 and 0521436, and subject to said Declaration; with the exclusive right to use said interest for one Use Period within a DELUXE UNIT every other in Odd _______-numbered years in accordance with said Declaration.

Together with a perpetual non-exclusive easement of use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Abandonment Deed recorded September 20, 2002 in Book 0902, at Page 06242, as Document No. 0552534, Official Records, Douglas County, Nevada.

A Portion of APN: 1319-22-000-003