

APN # 1318-26-101-006
WHEN RECORDED, MAIL TAX STATEMENTS TO:
Centurion Resorts Corporation
3015 N. Ocean Blvd #121
Ft. Lauderdale, Florida 33308

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 3 Fee: 16.00
BK-0505 PG-13297 RPTT: 19.50



WHEN RECORDED MAIL TO:
INTERCITY ESCROW SERVICES
6210 Stoneridge Mall Road
Suite 140
Pleasanton, CA. 94588

RPPT 19.50
APN 1318-26-101-006. #1098 **KINGSBURY CROSSING**
GRANT, BARGAIN, AND SALE DEED

Interval Number: 310325A

HOA Number: 478806151

Season: High Low

Use: Annual

This document takes effect on the 10TH day of JANUARY, 20 05. It is made by and is binding on:

“SELLER” Centurion Resorts Corporation, a Florida corporation, whose principal place of business in the State of Nevada is 3700 Las Vegas Blvd. South #1162, Las Vegas, Nevada 89109

“YOU”
CARL IRWIN & LINDA IRWIN, HUSBAND AND WIFE

Your Title. There are various ways for co-owners of property to share the ownership of “title” to it.
2430 ERIN PL, SO SAN FRANCISCO, CA 94080
HUSBAND AND WIFE, ^{or} JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

1. Transfer of Ownership. In return for your promises in this document and for money or other valuable things received from you, the seller transfers (or, in legal terms, “assigns, bargains, grants, sells and conveys”) the following property (the “Property”) to you: All of the property described in Exhibit “A” which is attached to and part of this document. It includes, among other things, (i) the Time Share Interest shown above; (ii) all rights and privileges that pertain to or otherwise go with the property described in Exhibit “A”; and (iii) all rights of the seller in that property (in legal terms, the “reversions, remainders, rents, profits, easements and appurtenances”). The Property is yours to keep forever, in fee simple. Of course, the Property is subject to the recorded Declaration of Timeshare Use (Kingsbury Crossing) recorded February 16, 1983 in Book 283, Page 1431 as Document No. 076233, Official Records of Douglas County, Nevada, as amended (the “Declaration”).

2. Rights Not Transferred. Only the Interval described in Exhibit “A” is transferred to you. All other Intervals belong to seller or to some other owner. Those people have the right to reserve and then occupy and use a “Unit” of the same “Unit Type” they purchased, its “Common Furnishings”, and the “Common Area” of the property during a properly reserved Use Period during the remainder of each year, as each of said terms are defined in the Declaration. This document does not transfer to you the Seller’s rights (if any) as the “Declarant” under the Declaration.

3. The Declaration is Binding and is a Lien on the Property. You agree for the benefit of the Seller and the owners of other Intervals in the project that the Declaration constitutes “covenants running with the land,” “equitable servitudes” and “liens” on the Property and on the other Intervals. This means that they will be binding on you and on anyone who later receives your Interval or any other interest in the Property. They will also be binding on the current owner and all later owners of the Intervals. As provided in the Declaration, the Seller (i) gives you liens; and (ii) reserves liens upon the Property. The liens are for the benefit of the Kingsbury Crossing Owners Association (the “Association”) and the owners of other Intervals in the project. This means that the

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the Property is put up as collateral to insure that you do everything required by the Declaration. If you do not, the lien permits the Property to be taken from you and sold.

4. Seller's Promises To You. Seller promises you that: (i) Seller now owns the Interval; (ii) Seller has the right and authority to sell the Interval to you; and (iii) except as stated in this document or in Exhibit "A", no one else has any rights or interests in the Interval which would reduce its value or disturb your use and enjoyment of it.

Seller agrees that it will **WARRANT** and **DEFEND** seller's title to the Property. This means that if the Seller's promises in this paragraph 5 turn out to be untrue, Seller will (a) defend Seller's title against any lawful claim by someone else; and (b) pay any damages you suffer from the loss of the Property or any interest in it if the claim is not defeated.

5. Your Promises And Agreements. For the benefit of the owners of other Intervals and the Association, you hereby accept and approve and promise to obey the Declaration. You also agree that the Property is and always will be subject to them and to the liens created by them. These liens permit the Property to be taken from you and sold if, for example, you fail to pay your debts to the Association.

6. Binding Nature Of Your Promises. Each agreement and promise you make in this document is a "covenant running with the land," an "equitable servitude" and a "lien." This means that your agreements and promises in this document are binding on (i) you; and (ii) anyone who later owns the Property or any interest in it. Your promises and agreements can be enforced by (i) the Seller; (ii) anyone else intended to benefit from them (the "third parties"); and (iii) anyone who later owns the interest of the Seller or the third parties in the Property.

7. Your Indemnity Agreement. You agree to defend the Seller and the third parties from any claim or lawsuit threatened or made against any of them because you fail to keep your promises and agreements. You also agree to pay all losses, damages, costs and expenses, including legal fees, they pay or incur because you fail to keep your promises or agreements.

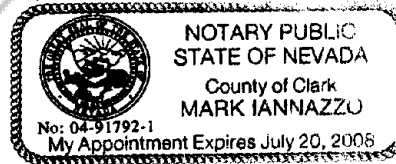
8. The Extent Of Our Obligations. Both you and the Seller are bound by and are intended to benefit from each other's promises in this document. The words "Seller" and "you" (and any pronouns used in their place) are used in this document to mean and include (i) males and females; (ii) one or more (or a combination of) real people, firms, and corporations; and (iii) anyone else who, by law or by agreement, stands in the place of seller, or you. (Such people are called, in technical legal terms, "heirs," "personal representatives," "successors," and "assigns.")

Each person who is one of "you" is jointly and severally (which means both independently and together as a group) obligated to keep his or her promises and agreements in this document.

BY SIGNING THIS DOCUMENT you and the seller agree to all of the things written above.

"Seller"
Centurion Resorts Corporation,
a Florida corporation,

By JAMES C. GRIMES
Its AUTHORIZED AGENT



STATE OF NEVADA)
) ss.
COUNTY OF)

This instrument was acknowledged before me on JANUARY 10TH, 20 05 by JAMES C. GRIMES as

AUTHORIZED AGENT

CENTURION RESORTS CORPORATION

NOTARY PUBLIC
My Commission Expires July 20, 2008

Updated 07/06/04

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KINGSBURY CROSSING LEGAL DESCRIPTION

INTERVAL NUMBER: 310325A

HOA NUMBER: 478806151

HIGH LOW

USE: ANNUAL

THE LAND SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS, AND DESCRIBED AS FOLLOWS:

PARCELA:

AN UNDIVIDED [ONE-THREE THOUSAND TWO HUNDRED AND THIRTEENTHS (1/3213)] OR [ONE-SIX THOUSAND FOUR HUNDRED AND TWENTY SIXTHS (1/6426)] INTEREST AS A TENANT-IN-COMMON IN THE FOLLOWING DESCRIBED REAL PROPERTY (THE "PROPERTY"):

A PORTION OF THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 18 EAST, MDB&M, DESCRIBED AS FOLLOWS:

PARCEL 3, AS SHOWN ON THAT AMENDED PARCEL MSAP FOR JOHN E. MICHAELSON AND WALTER COX RECORDED FEBRUARY 3, 1981, IN BOOK 281 OF OFFICIAL RECORDS, AT PAGE 172, DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 53178, SAID MAP BEING AN AMENDED MAP OF PARCELS 3 AND 4 AS SHOWN ON THAT CERTAIN MAP FOR JOHN E. MICHELSEN AND WALTER COX, RECORDED FEBRUARY 10, 1978, IN BOOK 278, OF OFFICIAL RECORDS, AT PAGE 591, DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 17578.

EXCEPTING FROM THE PROPERTY AND RESERVING TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, ALL THOSE CERTAIN EASEMENTS REFERRED TO IN PARAGRAPHS 2.5, 2.6 AND 2.7 OF THE DECLARATION OF TIMESHARE USE (KINGSBURY CROSSING) RECORDED FEBRUARY 16, 1983 IN BOOK 283, PAGE 1431 AS DOCUMENT NO. 076233, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, AS AMENDED (THE "DECLARATION"), TOGETHER WITH THE RIGHT TO GRANT SAID EASEMENTS TO OTHERS.

ALSO EXCEPTING THEREFROM THE NON-EXCLUSIVE RIGHTS TO USE THE "COMMON AREAS" AS DEFINED IN THE DECLARATION.

PARCEL B:

THE EXCLUSIVE RIGHT AND EASEMENT TO USE AND OCCUPY AN "ASSIGNED UNIT" AND THE "COMMON FURNISHINGS" THEREIN, TOGETHER WITH THE NON-EXCLUSIVE RIGHT TO OCCUPY THE "COMMON AREAS" IN PARCEL A ABOVE DURING A PROPERLY RESERVED "USE WEEK", DURING THE "SEASON" IDENTIFIED ABOVE, ON AN [ANNUAL] [ODD YEAR ONLY] [EVEN YEAR ONLY] BASIS, AS DESIGNATED ABOVE, PROVIDED THAT SUCH USE PERIODS ARE FIRST RESERVED IN ACCORDANCE WITH THE DECLARATION AND THE "RULES AND REGULATIONS", AS EACH OF SAID TERMS ARE DEFINED IN THE DECLARATION REFERRED TO ABOVE.

PARCEL C:

ALL RIGHTS OF MEMBERSHIP IN KINGSBURY CROSSING OWNERS ASSOCIATION, A NEVADA NON-PROFIT CORPORATION ("ASSOCIATION"), WHICH ARE APPURTENANT TO THE INTERESTS DESCRIBED IN PARCELS A AND B UNDER THE DECLARATION AND BYLAWS OF THE ASSOCIATION.

EXHIBIT "A"

Updated 07/06/04



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BK- 0505
PG- 13299