CONTRACT NO: 000410624852
This Instrument Prepared By and Return To:
Kim Thompson
Title Services
Wyndham Vacation Resorts, Inc.
8427 SouthPark Circle
Orlando, FL 32819

DOC 08/31/2010 03:43 PM OFFICIAL RECORD Requested By: GUNTER HAYES & ASSOCIATES LLC Douglas County - NV Karen Ellison - Recorder Of. 3 Fee: 16.00 BK-0810 PG 7314 RPTT: 0.00

WARRANTY DEED IN LIEU OF FORECLOSURE

THIS DEED, made this 04/02/2010 by and between Tim Outlaw and Sharon H Outlaw. Joint Tenants With The Right of Survivorship., whose address is PO BOX 12457, ZEPHYR COVE, NV 89448, as Grantor(s); and WYNDHAM VACATION RESORTS, INC., a Delaware corporation, Fairfield Resorts, Inc., as Grantee.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the aforesaid Grantee, its successors and assigns, the following described property:

A 503,000/183,032,500 undivided fee simple interest as tenants in common in Units 12101, 12102, 12103, 12201, 12202, 12203, 12302, 14102, 14103, 14104, 14202, 14203, 14204 and 14302 in South Shore Condominium ("Property"), located at 180 Elks Point Road in Zephyr Cove, Nevada 89449, according to the Final Map #01-026 and Condominium Plat of South Shore filed of record in Book 1202, Page 2181 as Document Number 559872 in Douglas County, Nevada, and subject to all provisions thereof and those contained in that certain Declaration of Condominium - South Shore ("Timeshare Declaration") dated October 21, 2002 and recorded December 5, 2002 in Book 1202, Page 2182 as Instrument Number 559873, and also subject to all the provisions contained in that certain Declaration of Restrictions for Fairfield Tahoe at South Shore and recorded October 28, 2004 in Book 1004, Page 13107 as Instrument Number 628022, Official Records of Douglas County, Nevada, which subjected the Property to a timeshare plan called Fairfield Tahoe at South Shore ("Timeshare Plan").

This conveyance is subject to:

- 1. Real Estate Taxes for the current year and all subsequent years.
- 2. Declaration of Condominium and all Amendments thereto.
- 3. Zoning and other land use restrictions imposed by public authorities.
- 4 Rights or claims of parties in possession not shown by the Public Records.
- 5. Easements or claims of easements not shown by the Public Records.
- Encroachments, overlaps, boundary line disputes, and other matters, which would be disclosed
 by an accurate survey or inspection of the premises.
- 7. Any adverse claim to any portion of the above described property, which has been created by artificial means or has accretion, and riparian rights, if any.
- 8. Restrictions, conditions, encumbrances, liens, prohibitions, and other requirements of record.

This Deed in Lieu of Foreclosure is an absolute conveyance in satisfaction of that certain Mortgage, and Note incorporated by reference therein, dated 07/20/2006, and recorded on 10-20-06 in Official Records Book No: 1000, at Page No: 1004, of the Public Records of Douglas County, Nevada, given by Tim Outlaw and Sharon H Outlaw. Joint Tenants With The Right of Survivorship, as Mortgagor(s), to Wyndham Vacation Resorts. Inc., as Mortgagee and mortgaged the above described real property.

PG- 7315 08/31/2010

By execution hereof, Grantor does hereby release Grantee from any and all claims of any kind or nature arising out of said Mortgage, and Note incorporated by reference therein, and by acceptance of this Warranty Deed in Lieu of Foreclosure, Grantee does hereby release Grantor from any and all claims of any kind or nature arising out of said Mortgage, and Note incorporated by reference therein, with both Grantor and Grantee understanding and acknowledging the significance and consequence of their specific intention to mutually release all claims. The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto. The Grantor does hereby fully warrant to Grantee that Grantor is lawfully seized in the property; that Grantor has good, right and lawful authority to sell and convey said property; and Grantor hereby covenants with the Grantee that Grantor will forever warrant and defend the title to

the property against all claims whatsoever.			
DATED this 04/02/2010			
Grantor: TIM OUTLAW	Chery! Y Church KNOWLEDGEN	Jute Douts MENT	Angela 6 Jasula J
STATE OF Mentucky))	
On this the 210th day of and	, 20 <u>10</u>	before me the und	lersigned, a Notary
Public, within and for the County of commissioned qualified, and acting to me appeared known as the person(s) whose name(s) appear upon the commissioned qualified.	d in person TIM	No tuck OUTLAW, to mo	personally well
grantor and stated that they had executed the same			
and set forth, and I do hereby so certify.			>
IN TESTIMONY WHEREOF, I have her	reunto set my ha	nd and official scal	as such Notary
Public at the County and State aforesaid on this _			, 20 <u>/</u> ø
Signature: Rose M. Jayer Print Name: Rose M. TAGLOR			
Notary Public	_///	r	
My Commission Expires: 12/04/20/2			

Sharen & OnTher Grantor: SHARON HOUTLAW	Cheny Kute Chunckute ACKNOWLEDGEMEN	Angela Gorges Ingela Gorge
COUNTY OF Jaffer 2007	. 20 hof	ara me, the undersigned a Notary
On this the 26 th day of Public, within and for the County of commissioned qualified, and acting to me app well known as the person(s) whose name(s) a the grantor and stated that they had executed and set forth, and I do hereby so certify.	peared in person SHARON ppear upon the within and	HOUTLAW, to the personally I foregoing deed of conveyance as
IN TESTIMONY WHEREOF, I have Public at the County and State aforesaid on the Signature: Notary Public Notary Public	ve hereunto set my hand ar his 2 (<u>a</u>	nd official seal as such Notary
My Commission Expires: 12/04/2012		