

Assessor's Parcel Number: 1319-30-519-000PTN

DOC # **0774436**
11/24/2010 10:00 AM Deputy: DW

OFFICIAL RECORD
Requested By:
JOHN WEST

Recording Requested By:

✓ Name: John West

Address: 6650 Pear Rd, Ste 202

City/State/Zip Hermat Heights, OH
44138

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 5 Fee: 18.00
BK-1110 PG- 5703 RPTT: # 7



Real Property Transfer Tax:

\$ _____

Warranty Deed

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

DEED TO TRUST

WARRANTY DEED

This Deed, made this 2nd day of November, 2010, by and between KEITH A. FENSKE and LUCILE A. FENSKE, Husband and Wife, whose residence and post office address is 19060 Bennett Road, North Royalton, OH 44133, hereinafter called the "Grantors," and KEITH A. FENSKE and LUCILE A. FENSKE, Trustees under that unrecorded Living Trust Agreement dated November 2, 2010, whose residence and post office address is 19060 Bennett Road, North Royalton, OH 44133, hereinafter called the "Grantees."

WITNESSETH:

That in consideration of the terms and conditions of the aforesaid Living Trust Agreement, and the powers granted therein, the Grantors do by these presents grant and convey unto Grantees, or Grantees' Successor, in Trust, as Trustees, for the uses, and purposes and with all of the powers set forth in said Trust agreement, including without prejudice to the foregoing, full power and authority to sell, convey, mortgage, exchange, lease, which lease(s) shall be valid throughout their terms, including a term expiring after the Trust terminates, pledge or otherwise deal with and dispose of said property according to the sole judgment and discretion of the Trustees in fee simple:

All of that certain real property situated at Douglas County, State of Nevada, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, together with the personal property, if any, described in said Exhibit "A", subject, however, to the encumbrances, exceptions, reservations and other matters, if any, set forth herein;

To have and to hold the same, together with the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantors, both at law and in equity, including all buildings, improvements, rights, easements, privileges and appurtenances belonging or appertaining or held and enjoyed therewith, unto the Grantees according to the tenancy above set forth, forever.

And, in consideration of the premises, the Grantors do hereby covenant with the Grantees that the Grantors are seized of the property herein described in fee simple; that said property is free and clear of and from all liens and encumbrances, except for the lien of real property taxes not yet by law required to be paid, and subject, however, to all grants, easements, covenants, restrictions, liens and encumbrances of record; that the Grantors have good right to sell and convey said property, as aforesaid; and, that the Grantors will warrant and defend the same unto the Grantees against the lawful claims and demands of all persons, except as aforesaid.

The rights and obligations of the Grantors and the Grantees shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, and

assigns. All obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention shall be clearly expressed elsewhere herein.

The conveyance herein set forth and the warranties of the Grantors concerning the same are expressly declared to be in favor of the Grantees, Grantees' successors and assigns.

The terms "Grantor" "Grantee" and " Trustees" as and when used herein or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations and their and each of their respective successors, heirs, personal representatives and assigns, according to the context thereof. If these presents shall be signed by two or more Grantors or Grantees, all covenants of such parties shall for all purposes be joint and several.

In Witness Whereof, the Grantors and Grantees have executed these presents on the day and year first above written.

Witnesses:

Keith A. Fenske
KEITH A. FENSKE, Grantor

Lucile A. Fenske
LUCILE A. FENSKE, Grantor

Keith A. Fenske
KEITH A. FENSKE, Trustee

Lucile A. Fenske
LUCILE A. FENSKE, Trustee

Witnesses:

Kate F. Hoegner
signature

KATE F HOEGNER
print

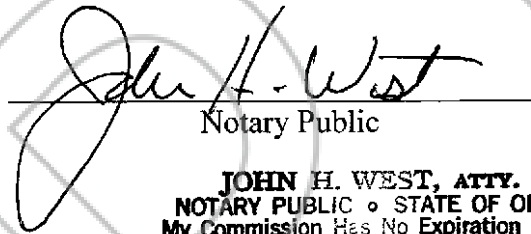
John H. West
signature

John H. West
print

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On November 2, 2010, before me a Notary Public in and for said State, personally appeared KEITH A. FENSKE, both Grantor and Trustee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN TESTIMONY WHEREOF, we have hereunto set our hand and official seal
Parma Heights, Ohio, this November 2, 2010.

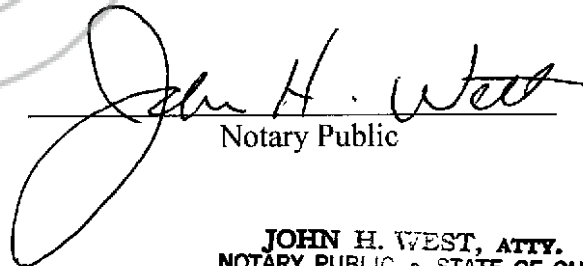

Notary Public

JOHN H. WEST, ATTY.
NOTARY PUBLIC • STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 O.R.C.

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On November 2, 2010, before me a Notary Public in and for said State, personally appeared LUCILE A. FENSKE, both Grantor and Trustee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN TESTIMONY WHEREOF, we have hereunto set our hand and official seal
Parma Heights, Ohio, this November 2, 2010.


Notary Public

JOHN H. WEST, ATTY.
NOTARY PUBLIC • STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 O.R.C.

EXHIBIT "A"

A timeshare estate comprised of:

Parcel 1: an undivided 1/51st interest in and to the certain condominium described as follows:

- (a) An undivided 1/24th interest as tenants in common, in and to the Common Area of Lot 50, Tahoe Village, Unit No. 1, as designated on the Seventh Amended Map of Tahoe Village Unit No. 1, recorded on April 14, 1982, as Document No. 66828 Official Records of Douglas County; State of Nevada, and as said Common Area is shown on Record of Survey of boundary line adjustment map recorded March 4, 1985, in Book 385, Page 160, of Official Records of Douglas County, Nevada, as Document No. 114254.
- (b) Unit No. 010-09 as shown and defined on said 7th Amended Map of Tahoe Village, Unit No. 1.

Parcel 2: a non-exclusive easement for ingress and egress and for use and enjoyment and incidental purposes over and on and through the Common Areas as set forth on said Seventh Amended Map of Tahoe Village, Unit No. 1, recorded on April 14, 1982, as Document No. 66828, Official Records of Douglas County, State of Nevada, and as further set forth upon Record of Survey of boundary line adjustment map recorded March 4, 1985, in Book 385, at page 160, of Official Records of Douglas County, Nevada as Document No. 114254.

Parcel 3: the exclusive right to use said unit and the non-exclusive right to use the real property referred to in subparagraph (a) of Parcel 1 and Parcel 2 above during one "use week" within the "Summer use season" as said quoted terms are defined in the Declaration of Conditions, Covenants and Restrictions, recorded on December 21, 1984, in Book 1284, Page 1993, as Document No. 111558 of said Official Records, and Amended by instrument recorded March 13, 1985, in Book 385, Page 961, of Official Records, as Document No. 114670. The above described exclusive and non-exclusive rights may be applied to any available unit in the project during said "use week" in said above mentioned use season.