

APN Parcel No.: 1318-15-819-001 PTN
Contract No.: 170508196
South Shore.: 6.24.11

Mail Tax Bills To:
Wyndham Vacation Resorts, Inc.
8427 South Park Circle,
Orlando, FL 32819

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 4 Fee: 17.00
BK-0412 PG- 3875 RPTT: 0.00



DEED IN LIEU OF FORECLOSURE

THIS DEED, made this 12 day of August, 2011 by and between **Virginia R. Peterson, William A. Peterson, Samuel J. Madrid, and Esther M. Madrid**, as Joint Tenants/Sole Owner in Common With Right of Survivorship, 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 theses presents does grant, bargain, sell and convey unto the aforesaid Grantee, its successors and assigns, the following described property:

A **500,000/90,245,000** Undivided fee simple interest as tenants in common in Units 9101, 9102, 9103, 9103, 9104, 9201, 9203, 9204 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"). Less and except all minerals and mineral rights which minerals and mineral rights are hereby reserved unto the Grantor, its successors and assigns.

The Property is a/an Annual/Biennial Ownership Interest as described in the Timeshare Declaration and the Declaration of Restrictions for Fairfield Tahoe at South Shore and such ownership interest has been allocated **500,000** Points as defined in the Declaration of Restrictions for Fairfield Tahoe at South Shore which Points may be used by the Grantee in every Each/Odd/Even Resort Year(s).

This conveyance is subject to:

- Real Estate Taxes for the current year and all subsequent years.

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- Declaration of Condominium and all Amendments thereto.
- Zoning and other land use restrictions imposed by public authorities.
- Rights or claims of parties in possession not shown by the Public Records.
- 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.
- 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.
- 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 Deed of Trust and Assignment incorporated by reference therein, dated 9/3/2005, and recorded on 1/11/2006. Date, in Official records as Document Number 665374, Book/Instrument No. 0106-03294, of the Public Records of Douglas County Nevada given by the above named Grantor(s) or his/her/their/its predecessor in title as Trustor(s) (Mortgagor(s) to Wyndham Vacation Resorts, Inc, (f/k/a) Fairfield Resorts Inc., as Beneficiary (mortgagee) on the above described undivided timeshare interest.

The above referenced Deed of Trust was assigned, transferred, acquired and reassigned in the following order, where applicable:

- Assignment recorded in Instrument No.: 0106-03294
- Assignment recorded in Instrument No.: N/A
- Transfer pursuant to the acquisition of Wachovia's corporate trust and institutional custody business by US Bank N.A. on December 30, 2005.
- Reassignment to Wyndham Vacation Resorts, Inc. recorded in Instrument No. _____ at page _____.

By execution hereof, Grantor does hereby release Grantee from any and all claims of any kind or nature arising out of said Deed of Trust and Assignment 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 Deed of Trust, 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 12th day of AUGUST 2011

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Grantor: Virginia R. Peterson Grantor: [Signature]
Virginia R. Peterson Samuel J. Madrid
Grantor: William A. Peterson Grantor: Esther M. Madrid
William A. Peterson Esther M. Madrid
Esther M. Awaro

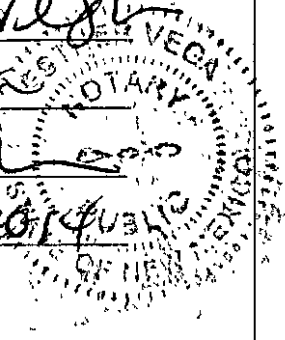
ACKNOWLEDGMENT

STATE OF New Mexico
COUNTY OF Dona Ana) ss.

On this the 15th day of May, 2011 before me, the undersigned, a Notary Public, within and for the County of Dona Ana commissioned qualified, and acting to me appeared in person Virginia R. Peterson, William A. Peterson, Samuel J. Madrid, and Esther M. Madrid, to me personally well known as the person(s) whose name(s) appear upon the within and foregoing deed of conveyance as the grantor and stated that they had executed the same for the consideration and purpose therein mentioned and set forth, and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal as such Notary Public at the County and State aforesaid on this 15th day of May, 2011.

Signature: [Signature]
Print Name: Esther Vega
[Signature]
Notary Public
My Commission Expires: 8/16/2014



(Please Do NOT Stamp or Sign outside this Box)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Contra Costa

On January 10, 2012 before me, L.A. Sodowsky, Notary Public,
personally appeared

Samuel J. Madrid

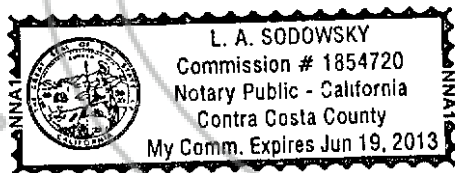
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Signature: L.A. Sodowsky
L.A. Sodowsky, Notary Public
Tel. (925) 625-0221

Seal:



Optional Information

Description of Document

Deed In lieu of Foreclosure

Date of Document

01/10/12

Number of Pages

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