

17-
Gunter-Hayes
3200 W Tyler, Ste D
Conway, AR 72034

Doc Number: **0821947**

04/18/2013 02:34 PM

OFFICIAL RECORDS

Requested By
GUNTER HAYES

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 Of 4 Fee: \$ 17.00
Bk: 0413 Pg: 5270 RPTT \$ 0.00



Deputy: pk

Tax Parcel No.: 1318-15-822-001PTN
Contract No.: 580637379
South Shore: 9.30.12

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

DEED IN LIEU OF FORECLOSURE

THIS DEED, made this **28** day of **November** 2012, by and between **John Golden, Sole Owners** with Right of Survivorship whose address is 285 Castle Crest Road, Alamo, CA 94507, as Grantor(s); and **WYNDHAM VACATION OWNERSHIP, INC., a Delaware corporation, (f/k/a 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 **105000/ 183,032,500** Undivided fee simple interest 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"). 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 **210000** Points as defined in the Declaration of Restrictions for Fairfield Tahoe at South Shore which Points may be used by the Grantee in every **Even/Each/Odd** Resort Year(s).

This conveyance is subject to:

- Real Estate Taxes for the current year and all subsequent years.
- 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 Record
- Encroachments, overlaps, boundary line disputes, and other matters, which would be disclosed

TAX PARCEL NO.: 1318-15-822-001PTN
CONTRACT NO.: 580637379
SOUTH SHORE: 9.30.12

- 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 **8/8/2006**, and recorded on **1/25/2007**, in Official records as Document Number **693605** Book/Instrument No. **0107-7855**, of the Public Records of Douglas County Nevada given by **John Golden** as Mortgagor(s) to **Wyndham Vacation Ownership, Inc. (f/k/a) Fairfield Resorts Inc.** as Beneficiary (Mortgagee) and mortgaging the above described real property.

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

- Assignment recorded in Instrument No.: **0107-7855**
- Assignment recorded in Instrument No.:
- 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 Mortgage, and Note incorporated by references 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.

[Signature Page to Follow]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

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BK: 0413
PG: 5273
4/18/2013

County of Riverside

On Nov. 28, 2012 before me, Anita L. Blanchard, Notary Public
(Here insert name and title of the officer)

personally appeared John Golden

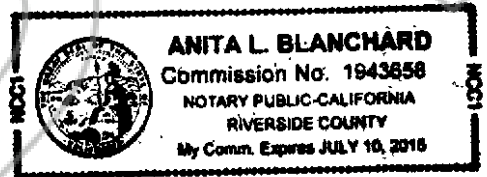
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument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

Anita L. Blanchard
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____