

Recording Requested By:
Stewart Vacation Ownership
7065 Indiana Avenue, #310
Riverside, CA 92506

DOUGLAS COUNTY, NV

2014-852136

Rec:\$18.00

\$18.00 Pgs=5

11/05/2014 08:32 AM

STEWART VACATION OWNERSHIP RIVERSIDE

KAREN ELLISON, RECORDER

And When Recorded Mail To:
In Less Time Closings
4531 Belmont Ave., Suite A
Youngstown, OH 44505
Attention: Elsie P. Censale

188561 / 61704

Space above for Recorder's office

LIMITED POWER OF ATTORNEY

COPY

LIMITED POWER OF ATTORNEY

We, Larry D. Mohler and Charel D. Mohler, of 6598 Korhummel Way, San Jose, CA 95119, hereby nominate, constitute and appoint ELSIE P. CENSALE, **AUTHORIZED AGENT FOR IN LESS TIME CLOSINGS, LLC.**, to be the true and lawful attorney for us and in our names, place and stead, and for our sole use and benefit, to do all things required to be done on our behalf including and not limited to the execution of any and all transfer documents for the effective closing of the timeshare transfer, as well as payment of related fees and any disbursement of funds necessary as well as receipt of all sale proceeds which shall be made payable to In Less Time Closings, LLC, in order to complete the transfer of the following described property of which we are in legal possession:

RESORT NAME: **DAVID WALLEY'S RESORT**

And for that purpose (but without limitation), to exercise any or all of the following powers:

- (a) To execute and deliver, or to amend, correct, replace or re-execute and deliver, all documents, forms, instruments, elections, acknowledgements, consents or releases including any consent or release without limitation, to give evidence on our behalf, by way of affidavit, deed, statutory declaration or otherwise, concerning any matter;
- (b) To examine, state, adjust, reserve, settle or pay any account between ourselves and any other person, to receive and to give receipts and discharges for all sums of money which may become due and payable to us, and to compound, compromise and accept part payment to us, and to compound, compromise and accept part payment in satisfaction of the payment of the whole of any debts or sums of money payable to us or to grant an extension of time for the payment of the same;
- (c) To commence, institute and prosecute all actions, suits and other proceedings which may be necessary or expedient in connection with the Transaction;
- (d) To appoint a substitute attorney or attorneys with the same or more limited powers as are set out herein and, at pleasure, to revoke any or all powers given to such substitute or substitutes; and
- (e) to act generally as our attorney in relation to the Transaction and, on our behalf, to do all lawful acts which, in the opinion of our attorney, may be necessary or desirable.
- (f) If applicable, any disbursements related to the decision from the resort to exercise its First Right of Refusal, shall be made payable to and released to **In Less Time Closings, LLC.**

We hereby declare that, for purposes of the Transaction, our attorney shall have all powers in relation to our property as if our attorney were the owner thereof, and we hereby authorize our attorney to do on our behalf anything we can lawfully do by an attorney.

We declare that the authority given to our attorney under this Limited Power of Attorney is given for valuable consideration, is irrevocable, and is to remain in full force and effect, notwithstanding any future or periodic mental infirmity, incompetency or death on our part.

Signed, sealed and delivered in our presence:

Starr Jones

1st Witness Signature

Starr Jones

Print Name

Claudia Phelps

2nd Witness Signature

Claudia Phelps

Print Name

Starr Jones

1st Witness Signature

Starr Jones

Print Name

Claudia Phelps

2nd Witness Signature

Claudia Phelps

Print Name

Larry D Mohler

Larry D. Mohler

Charel D. Mohler

Charel D. Mohler

STATE OF: _____

COUNTY OF: _____

On _____ before me, _____, personally appeared Larry D. Mohler and Charel D. Mohler, personally known to me or who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (Notary Seal)

SEE ATTACHED
NOTARY CERTIFICATION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of SANTA CLARA

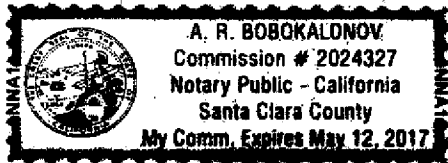
On 07/22/2014 before me, A.R. BOBOKALONOV NOTARY PUBLIC

personally appeared Larry D. Mohler and Charel D. Mohler

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.



Signature: [Handwritten Signature] Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: LIMITED POWER OF ATTORNEY

Document Date: July 22, 2014 Number of Pages: 2

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Larry D. Mohler Signer's Name: Charel D. Mohler

Corporate Officer - Title(s):

Individual

Partner - Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer Is Representing: SELF Signer Is Representing: SELF

Exhibit "A"
LEGAL DESCRIPTION
FOR
DAVID WALLEY'S RESORT

The land referred to herein is situated in the

State of Nevada

County of Douglas

and is described as follows:

A Timeshare estate comprised of an undivided interest as tenants in common in and to that certain real property and improvements as follows:

An undivided 1/1071st interest in and to all that real property situate in the County of Douglas, State of Nevada, described as follows:

ADJUSTED PARCEL F: A parcel of land located within a portion of the West one-half of the Northeast one-quarter (W ½ NE ¼) of Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 15 and 22, T13N, R19E, M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey prepared by David D. Winchell and recorded September 28, 1989 in the office of the Recorder, Douglas County, Nevada as Document No. 211937; thence South 57°32'32" East, 640.57 feet to the POINT OF BEGINNING; thence North 80°00'00" East, 93.93 feet; then North 35°00'00" East 22.55 feet; then North 10°00'00" West 92.59 feet; thence North 80°00'00" East, 72.46 feet; thence South 10°00'00" East, 181.00 feet; thence South 80°00'00" West, 182.33 feet; thence North 10°00'00" West, 72.46 feet to the POINT OF BEGINNING.

(Reference is made to Record of Survey of Walley's Partners Ltd. Partnership, in the office of the County Recorder of Douglas County, Nevada, recorded September 17, 1998 in Book 998, at Page 3261, as Document No. 449576.)

Together with those easements appurtenant thereto and such easements and use rights described in the Declaration of Time Share Covenants, Conditions and Restrictions for David Walley's Resort recorded September 23, 1998, as Document No. 0449993, and as amended by Document Nos. 0466255, 04852265, 0489957, 0509920 and 0521436, and subject to said Declaration; with the exclusive right to use said interest for one **Use Period** within a **PREMIUM each year** in accordance with said Declaration.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Relocation recorded on May 26, 2006, in Book 0506 at Page 10729, as Document No. 0676008; and Access Easement recorded on July 26, 2006, in Book 0706 at Page 9371, as Document No. 0680633, all of Official Records, Douglas County, Nevada.

Inventory No.: 17-21-38-01