DOUGLAS COUNTY, NV

Rec:\$15.00

2014-853285

Total:\$15.00

11/24/2014 12:40 PM

Pas=3

**GUNTER-HAYES & ASSOCIATES LLC** 

KAREN ELLISON, RECORDER

CONTRACT NO: 000571100510 This Instrument Prepared By and Return To: Kim Thompson Title Services Wyndham Vacation Resorts, Inc. 6277 Sea Harbor Drive Orlando, FL 32821

## WARRANTY DEED IN LIEU OF FORECLOSURE

THIS DEED, made this 06/17/2014 by and between Dawn Denise Deberry, A single woman, 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 189,000/109,787,500 undivided fee simple interest as tenants in common in Units 8101, 8102, 8103, 8201, 8202, 8203, 8301, 8302 and 8303 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.
- 6. 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.
- 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 02/27/2011, and recorded on 4/26/2011 in Official Records Book No: 0411, at Page No: 5368, of the Public Records of Douglas County, Nevada, given by Dawn Denise Deberry, A single woman as Mortgagor(s), to Wyndham Vacation Resorts, Inc., as Mortgagee and mortgaged the above described real property.

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 00/17/2014.
Grantor: DAWN DENISE DEBERRY
ACKNOWLEDGEMENT
STATE OF <u>(alifornia</u> ) COUNTY OF <u>LOS Angeles</u> ) ss.
COUNTY OF LOS Angeles) ss.
On this the 12 day of HUGUST, 20 14 before me, the undersigned, a Notary
Public, within and for the County of LOS Angeles, State of California
commissioned qualified, and acting to me appeared in person DAWN DENISE DEBERRY, 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 purposes
therein mentioned and set forth, and I do hereby so certify.
mercin meneroned and set form, and I do notory so seems.
IN TESTIMONY WHEREOF, I have hereunto set my hand any official seal as such Notary
Public at the County and State aforesaid on this / 2 day of // / day of // / / / / / / / / / / / / / / / / /
1 Hone at the county and state droisestate on the
Man- Signi
Signature: - VWW AND
Print Name: Waria Philippenez Commission # 1977690
Notary Public - California
M. Commission Francisco S - 1 - 1 Los Angeles County
My Comm. Expires May 10, 2016

## STATE OF NEVADA DECLARATION OF VALUE

<ol> <li>Assessor Parcel Number(s):</li> </ol>	\ \
a) 1318-15-818-001 PTN	~ \ \ \
b)	
d) .	
2. Type of Property:	FOR RECORDERS OPTIONAL USE ONLY
a) ☐ Vacant Land b) ☐ Single Fam. Res	
c) Condo/Twnhse d) 2-4 Plex	Book: Page:
e)	Date of Recording:
i) 🗓 Other - Timeshare	Notes
3. Total Value/Sales Price of Property:	\$22,141.20
Deed in Lieu of Foreclosure Only (value	
Transfer Tax Value:	\$- <u>9756.8</u>
Real Property Transfer Tax Due:	\$0.00
4. If Exemption Claimed:	
a) Transfer Tax Exemption, per NRS	375.090, Section:
<ul><li>b) Explain Reason for Exemption:</li></ul>	
5. Partial Interest: Percentage being tran	sferred: 100%
The undersigned declares and acknowledge and a	owledges, under penalty of perjury, pursuant to
NRS 375.060 and NRS 375.110, that the in	formation provided is correct to the best of their
	I by documentation if called upon to substantiate ore, the parties agree that disallowance of any
	additional tax due, may result in a penalty of 10%
	Pursuant to NRS 375.030, the Buyer and Seller
shall be jointly and severally liable for any add	
Signature	Capacity Agent for Grantor/Seller Capacity Agent for Grantee/Buyer
Signature	Capacity Agent for Granteer Buyer
SELLER (GRANTOR) INFORMATION	BUYER (GRANTEE) INFORMATION
(REQUIRED)	(REQUIRED) Print Name: Wyndham Vacation Resorts, Inc.
Print Name: DAWN DENISE DEBERRY Address: 756 N INGLEWOOD AVE APT 1	Address: 6277 Sea Harbor Drive
City: INGLEWOOD	City: Orlando
State: CA Zip: 903023795	State: FL Zip: 32821
COMPANY/DEDCON DECUTED DECOR	DINIC
COMPANY/PERSON REQUESTING RECOR (REQUIRED IF NOT THE SELLER OR BUYER)	<u>UING</u>
Gunter-Hayes & Associates	Escrow No.: 000571100510
3200 West Tyler, Suite D	Escrow Officer:
Conway AR 72034	<del></del>

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)