



KAREN ELLISON, RECORDER

CONTRACT NO: 000570709824  
This Instrument Prepared By and Return To:  
Kim Thompson  
Title Services  
Wyndham Vacation Resorts, Inc.  
8427 SouthPark Circle  
Orlando, FL 32819

**WARRANTY DEED IN LIEU OF FORECLOSURE**

THIS DEED, made this 11/28/2011 by and between **Marina S. Malana and Danilo Malana, Joint Tenants With the Right of Survivorship**, 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 84,000/183,032,500 undivided fee simple interest as tenants in common 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").

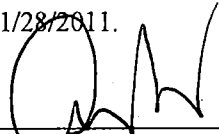
This conveyance is subject to:

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.
8. 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 10/16/2007, and recorded on 1-8-2008 in Official Records Book No: 0108, at Page No: 1397, of the Public Records of Douglas County, Nevada, given by Marina S. Malana and Danilo Malana, Joint Tenants With the Right of Survivorship as Mortgagee(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 11/28/2011.

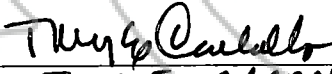
  
Grantor MARINA S MALANA

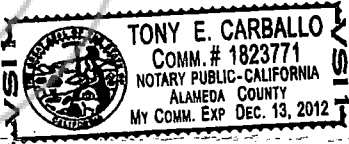
ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ALAMEDA )

On this the 28<sup>th</sup> day of FEBRUARY, 2012 before me, the undersigned, a Notary Public, within and for the County of ALAMEDA —, State of CALIFORNIA —, commissioned qualified, and acting to me appeared in person MARINA S MALANA, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal as such Notary Public at the County and State aforesaid on this 28<sup>th</sup> day of FEBRUARY, 2012.

Signature:   
Print Name: TONY E. CARBALLO  
Notary Public  
My Commission Expires: 12/13/2012



*Daniilo Malana*  
Grantor: **DANILO MALANA**

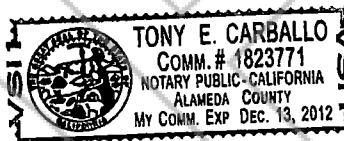
ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ALAMEDA )

On this the 28<sup>TH</sup> day of FEBRUARY, 2012 before me, the undersigned, a Notary Public, within and for the County of ALAMEDA, State of CALIFORNIA, commissioned qualified, and acting to me appeared in person **DANILO MALANA**, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal as such Notary Public at the County and State aforesaid on this 28<sup>TH</sup> day of FEBRUARY, 2012.

Signature: *Tony E. Carballo*  
Print Name: TONY E. CARBALLO  
Notary Public  
My Commission Expires: 12/13/2012



# STATE OF NEVADA DECLARATION OF VALUE

**1. Assessor Parcel Number(s):**

- a) 1318-15-822-001 PTN
- b) 1318-15-823-001 PTN
- c)
- d)

**2. Type of Property:**

- a)  Vacant Land
- b)  Single Fam. Res.
- c)  Condo/Twnhse
- d)  2-4 Plex
- e)  Apt. Bldg
- f)  Comm'l/Ind'l
- g)  Agricultural
- h)  Mobile Home
- i)  Other - Timeshare

**FOR RECORDERS OPTIONAL USE ONLY**

Document/Instrument# \_\_\_\_\_  
 Book: \_\_\_\_\_ Page: \_\_\_\_\_  
 Date of Recording: \_\_\_\_\_  
 Notes: \_\_\_\_\_

**3. Total Value/Sales Price of Property:**

Deed in Lieu of Foreclosure Only (value of property) **\$8,262.33**  
**\$ 11,749.00**  
 Transfer Tax Value: **\$-3486.67**  
 Real Property Transfer Tax Due: **\$0.00**

**4. If Exemption Claimed:**

- a) Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_
- b) Explain Reason for Exemption: \_\_\_\_\_

**5. Partial Interest: Percentage being transferred: 100%**

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature \_\_\_\_\_ Capacity Agent for Grantor/Seller  
 Signature \_\_\_\_\_ Capacity Agent for Grantee/Buyer

**SELLER (GRANTOR) INFORMATION**

(REQUIRED)  
 Print Name: MARINA S MALANA  
 Address: 26230 VENTURA AVE  
 City: HAYWARD  
 State: CA Zip: 945443331

**BUYER (GRANTEE) INFORMATION**

(REQUIRED)  
 Print Name: Wyndham Vacation Resorts, Inc.  
 Address: 6277 Sea Harbor Drive  
 City: Orlando  
 State: FL Zip: 32821

**COMPANY/PERSON REQUESTING RECORDING**

(REQUIRED IF NOT THE SELLER OR BUYER)  
 Gunter-Hayes & Associates  
 3200 West Tyler, Suite D  
 Conway, AR 72034

Escrow No.: 000570709824  
 Escrow Officer: \_\_\_\_\_

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