(g) .

DOUGLAS COUNTY, NV

Rec:\$15.00

2016-875080 01/08/2016 12:19 PM

Total:\$15.00 **01** 

Dan-1

GUNTER HAYES & ASSOCIATES



KAREN ELLISON, RECORDER

CONTRACT NO: 000571300656
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 09/30/2015 by and between Lorez Mitchell sole owner, 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 259,000/128,986,500 undivided fee simple interest as tenants in common in Units 10101, 10102, 10103, 10104, 10201, 10202, 10203, 10204, 10301, 10302, 10303 and 10304 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 04/08/2013, and recorded on \( \bigcup \frac{15}{12013} \) in Official Records
Book No: 01013 at Page No: 971 , of the Public Records of Douglas County, Nevada, given by
Lorez Mitchell sole owner as Mortgagor(s), to Wyndham Vacation Resorts, Inc., as Mortgagee and mortgaged the
above described real property.

4 1 1.7

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 09/30/2015.

Loren Mitchell.

Grantor OREZ MITCHELL.

Notary Public

My Commission Expires: 4/12/16

ACKNOWLEDGEMENT STATE OF MISSOURI COUNTY OF St. Louis On this the  $19^{4n}$  day of 0c7. 20 15 before me, the undersigned, a Notary , State of Public, within and for the County of 51. Louis MISSOURI commissioned qualified, and acting to me appeared in person LOREZ MITCHELL, 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 19 4 day of Print Name: RHOWA RHONDA J. SCHULER

Notary Public-Notary Seal

State of Missouri, St Louis County Commission # 12535643 My Commission Expires Apr 12, 2016

## STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number(s) a) 1318-15-820-001 PTN b) c) d)	
2. Type of Property:	FOR RECORDERS OPTIONAL USE ONLY
a) □ Vacant Land b) □ Single c) □ Condo/Twnhse d) □ 2-4 Pi e) □ Apt. Bldg f) □ Comr g) □ Agricultural h) □ Mobil i) ▼ Other - Timeshare	n'I/Ind'I Date of Recording: Notes:
3. Total Value/Sales Price of P Deed in Lieu of Foreclosure 0 Transfer Tax Value: Real Property Transfer Tax D	Only (value of property) <u>\$ 45,107.00</u> \$ <u>-17666.28</u>
<ul> <li>4. If Exemption Claimed:</li> <li>a) Transfer Tax Exemption,</li> <li>b) Explain Reason for Exem</li> </ul>	per NRS 375.090, Section:
5. Partial Interest: Percentage I	being transferred: <u>100%</u> and acknowledges, under penalty of perjury, pursuant to
NRS 375.060 and NRS 375.110, the information and belief, and can be the information provided herein.	nat the information provided is correct to the best of the supported by documentation if called upon to substantiate Furthermore, the parties agree that disallowance of an nation of additional tax due, may result in a penalty of 10% er month. Pursuant to NRS 375.030, the Buyer and Selle
Signature	Capacity Agent for Grantor/Seller Capacity Agent for Grantee/Buye
Signature	
SELLER (GRANTOR) INFORMATION	DN BUYER (GRANTEE) INFORMATION
Print Name: LOREZ MITCHELL Address: 18306 WHITE OAK CT City: TINLEY PARK State: IL Zip: 604878631	(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 BUYE Gunter-Hayes & Associates	Escrow No.: <u>000571300656</u>
3200 West Tyler, Suite D	Escrow Officer:
Conway, AR 72034	

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