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DOUGLAS COUNTY, NV RPTT:\$5.85 Rec:\$22.00 Total:\$27.85

2016-885292

08/01/2016 09:56 AM

Pgs=10

MEGAN M. OCHOA



LF298 Quitclaim Deed 6-15, Pg. 1 of 4



KAREN ELLISON, RECORDER

Quitclaim Deed

RECORDING REQUESTED BY Sandra E. Smith
AND WHEN RECORDED MAIL TO:
David Paul Ochoa and Megan Milina Ocho Grantee (s)
61 Sandhill Crane Court
Oakley, CA 94561
Consideration: \$\\\ 1079 \\ \frac{\oldsymbol{o}}{\oldsymbol{o}}
Property Transfer Tax: \$_5.85
Assessor's Parcel No.: 1319-30-644-098 PTN
PREPARED BY: Megan Ochoa certifies herein that he or she has prepared
this Deed.
Megan Ochoa July 15, 2016
Signature of Preparer Date of Preparation
Megan Ochoa Printed Name of Preparer
Printed Name of Preparer
THIS QUITCLAIM DEED, executed on July 15, 2016 in the County of
Contra Costa, State of California
by Grantor(s), Sandra E. Smith (acquired as Sandra E. Easton),
whose post office address is 5067 Crescent Ridge Dr., Kiln, MS 39556
to Grantee(s), David Paul Ochoa and Megan Milina Ochoa,
whose post office address is 61 Sandhill Crane Gt., Oakley, CA 9456),
,
WITNESSETH, that the said Grantor(s), Sandra E. Smith Lacquired as Sandra E. Easton)
for good consideration and for the sum of one thousand seventy nine dollars and zero cents
(\$ 1079.00) paid by the said Grantee(s), the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title

	interest and claim which the said Grantor(s) have land, and improvements and appurtenances there	<u> </u>	
State of Nevada and more specifically described as set forth in EXHIBIT "			
to this Quitclaim Deed, which is attached hereto and incorporated herein by reference. IN WITNESS WHEREOF, the said Grantor(s) has signed and sealed these presents the day year first above written. Signed, sealed and delivered in presence of:			
	GRANTOR(S):		
(Landra & Smith		
>	Signature of Grantor Sandra E. Smith Print Name of Grantor	Signature of Second Grantor (if applicable)	
	Print Name of Grantor (acquired as Sandra E. Easton)	Print Name of Second Grantor (if applicable)	
	(peagarrous sisteman		
	Signature of First Witness to Grantor(s)	Signature of Second Witness to Grantor(s)	
	Print Name of First Witness to Grantor(s)	Print Name of Second Witness to Grantor(s)	
	GRANTEE(S):		
	5	Megan Meilina Odnoa	
	Signature of Grantee	Signature of Second Grantee (if applicable)	
	David Paul Ochoa Print Name of Grantee	Megan Milina Ochoa Print Name of Second Grantee (if applicable)	
e de la constante de la consta	Thirtyame or drante	Time dame of coostic charles (in applicable)	
	Signature of First Witness to Grantee(s)	Signature of Second Witness to Grantee(s)	
1			
	Print Name of First Witness to Grantee(s)	Print Name of Second Witness to Grantee(s)	
\			

A notary public or other officer completing this certificate v document to which this certificate is attached, and not the tri	verifies only the identity of the individual who signed the uthfulness, accuracy, or validity of that document.		
State of California County of Contra Costa)			
On July 15, 2016 before me, Amor	reena Perez, Notary Public		
Date .	Here insert Name and Title of the Officer		
personally appeared <u>Sandra Sm</u>			
* Megan Ochoa	Name(s) of Signer(s)		
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.			
AMOREENA ANNE PEREZ	rtify under PENALTY OF PERJURY under the laws he State of California that the foregoing paragraph rue and correct.		
Notary Public - California Contra Costa County	"NESS my hand and official seal. nature		
	Signature of Notary Public		
Place Notary Seal Above	NA		
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.			
Description of Attached Document			
Title or Type of Document:	Document Date:		
Number of Pages: Signer(s) Other Than Named Above:			
Capacity(ies) Claimed by Signer(s)			
Signer's Name:	Signer's Name:		
	☐ Corporate Officer — Title(s):		
	□ Partner — □ Limited □ General		
	☐ Individual ☐ Attorney in Fact		
☐ Trustee ☐ Guardian or Conservator ☐ Other:	☐ Trustee ☐ Guardian or Conservator ☐ Other:		

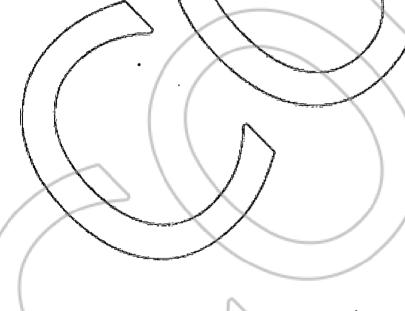
Signer Is Representing: _

Signer Is Representing:

Country of Contra Costa. On July 15, 2016, before me, Amoreena Perez, a notary public in and for said state, personally appeared, Sandra Smith, David Ochoa, Megan Ochoa who are known to me (or 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. WITNESS my hand and official seal. AMOREENA ANNE PEREZ Commission of Alexanders.	NOTARY ACKNOWLEDGMENT
On July 15, 2010, before me, Amoreena Perez, a notary public in and for said state, personally appeared, Sandra Smith, David Ochoa, Megan Ochoa who are known to me (or 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. WITNESS my hand and official seal. AMOREENA ANNE PEREZ Commission # 2100222	State of California
public in and for said state, personally appeared, Sandra Smith, Javid Ochoa, Megan Ochoa who are known to me (or 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. WITNESS my hand and official seal. AMOREENA ANNE PEREZ Commission of 2000 and 2000 are stated.	County of Contra Costa
public in and for said state, personally appeared, Sandra Smith, David Who are known to me (or 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. WITNESS my hand and official seal. AMOREENA ANNE PEREZ Commission of account of the persons acted.	On July 15, 2016, before me, Amoreena Perez, a notar
who are known to me (or 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. WITNESS my hand and official seal. AMOREENA ANNE PEREZ Commission # 2400225	public in and for said state, personally appeared, Sandra Smith, David
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. WITNESS my hand and official seal. AMOREENA ANNE PEREZ Commission # 2400225	Ochoa, Megan Ochoa
ecuted 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. WITNESS my hand and official seal. AMOREENA ANNE PEREZ Commission # 2400225	who are known to me (or proved to me on the basis of satisfactory evidence) to be the persons
persons, or the entity upon behalf of which the persons acted, executed the instrument. WITNESS my hand and official seal. AMOREENA ANNE PEREZ Commission # 2400355	whose names are subscribed to the within instrument and acknowledged to me that they ex-
WITNESS my hand and official seal. AMORENA ANNE PEREZ Commission # 2400757	ecuted the same in their authorized capacities, and that by their signatures on the instrument the
AMOREENA ANNE PEREZ Commission # 2100709	persons, or the entity upon behalf of which the persons acted, executed the instrument.
	WITNESS my hand and official seal.
	AMOREONA PEREZ
The state of the s	Signature of Notary Notary Public - California
Affiant Known Produced ID _X My Comm. Expires May 21, 2019	
Type of ID <u>Drivers License</u> (Seal)	

An undivided 1/51st interest as tenants in common in and to that certain real property and improvements as follows: (A) An undivided interest in and to Lot 37 as shown on Tahoe Village Unit No. 3-13th Amended Map, recorded December 31, 1991, as Document No. 268097, rerecorded as Document No. 269053, Official Records of Douglas County, State of Nevada, excepting therefrom Units 039 080 (inclusive) and Units 141 through 204 (inclusive) as shown on that certain Condominium Plan Recorded July 14, 1988, as 182057; and (B) Unit No. 188 as shown and defined Document No. on said Condominium Plan; together with those easements appurtenant thereto and such easements described in the Fourth Amended and of Time Share Covenants, Conditions and Declaration Restrictions for The Ridge Tahoe recorded February 14, 1984, as 096758, as amended, and in the Declaration of The Ridge Tahoe Phase Five recorded August 18, 1988, 184461, as amended, and as described in the Document No. Annexation of as Document No. Recitation of Easement's Affecting the Ridge Tahoe recorded February 24, 1992, as Document No. 271619, and subject to said Declarations; with the exclusive right to use said interest in Lot 37 only, for one week each year in the Swing "Season" as defined in and in one week each year/in/the _Swing accordance with said Declarations.

A portion of APN: 42-287-14



Cusack Jaram. 110 + Assured IN OFFICIAL RECORDS OF DOLIGEAS CO., NEVADA

'98 JUL-9 P2:49

0443935 BK0798PG1527 LINDA SLATER
RECORDER
PAID DEPUTY

When recorded mail to:

FINOVA Capital Corporation 7272 E. Indian School Road, Suite 410 Scottsdale, Arizona 85251 Attn: Penny Pence

ACCOUNT #700737188391

ASSUMPTION AND CONSENT AGREEMENT

THIS ASSUMPTION AND CONSENT AGREEMENT (the "Agreement") is entered into this _____ day of Febugy 73, ____, 1998, by and among FINOVA Capital Corporation, a Delaware corporation ("Lender"), Julian Gingras & Sandra E. Gingras ("Borrower"), and Sandra E. Easton ("Purchaser").

RECITALS:

- A. Borrower and <u>Harich Tahoe Development</u> ("Developer") entered into that <u>Deed of Trust</u> dated <u>August 17. 1995</u>, executed by <u>Julian Gingras & Sandra E. Gingras</u>, and recorded on <u>August 28. 1995</u>, in <u>Douglas</u> County, Nevada in Book <u>895</u>, Page <u>4430</u>, and other related documents (collectively, the "Contract") pursuant to which Borrower is obligated to honor certain promises, including, but not limited to, the promise to pay Developer the amounts described in the Contract. The Contract entitles Borrower to use and enjoy that certain property specified in the Contract (the "Property").
- B. Lender is the successor to the rights of Developer in, to and under the Contract, which rights include, without limitation, the right to receive the payments due from Borrower.
- C. Borrower wishes to sell to Purchaser, and Purchaser desires to buy from Borrower, the rights and obligations of Borrower under the Contract (the "Purchase"). In conjunction with this Purchase, Borrower and Purchaser desire to modify the Contract as follows:
 - 1. <u>Assumption</u>. Purchaser desires to assume Borrower's existing and ongoing obligations under the Contract, and to take Borrower's interest in the Property subject to the liens and security interests in favor of Lender; and in connection with such assumption rights, desires that Lender consent to the Purchase and waive any rights it may have under the Contract pursuant to any "due on sale" or similar provisions.
- D. Lender is willing to consent to the Purchase, waive any "due on sale" and similar provisions contained in the Contract specifically with respect to the Rurchase, and accept Purchaser's assumption of the Borrower's obligations under the Contract, in accordance with the terms, conditions and requirements of this Agreement.

THEREFORE, in consideration of these Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Borrower, Purchaser, and Lender agree as follows:

ARTICLE I - ASSUMPTION

- Balances Correct: Borrower, Purchaser and Lender acknowledge that the existing balances of principal and accrued interest outstanding under the Contract as set forth in <u>Schedule 1</u> to this Agreement, are true and correct as of the date of this Agreement; that there are no offsets to the amount due, and that there are no defenses or counterclaims to the obligations of Borrower; and that Developer and Lender (to the extent applicable, if at all) have fully performed all obligations under the Contract which each of them may have had, or now have, to Borrower.
- 1.2 Assumption. Purchaser absolutely and unconditionally assumes all of the Borrower's Obligations under the Contract, and without limiting the generality of such assumption, covenants, promises and agrees:
 - a:____to pay to Lender the amounts due under the Contract;
 - b. to perform each and all of the covenants to be performed by Borrower under the Contract; and,
 - c. to be bound by each and all of the terms and provisions of and to perform each and all of the Obligations of Borrower under the Contract.

Purchaser acknowledges and agrees that this assumption is part of the consideration for the Purchase agreed to by Borrower and Purchaser.

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESSED OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

0463289

1.3 the following:	g:		
	If to Lender:	FINOVA Capital Corporation 7272 E. Indian School Road, Suite 410 Scottsdale, Arizona 85251	
	If to Borrower:		
	If to Purchaser:	Sandra E. Easton PO Box 688 Kiln, MS 39556 Social Security Number: 281-38-7602	

1.4 Acknowledgment and Ratification. Borrower and Purchaser acknowledge that (a) the Contract represents legal, valid and binding agreements and obligations of Borrower and Purchaser, enforceable in accordance with its terms; (b) they have no defense, offset or counterclaim with respect to their performance under the Contract; (c) as of the effective date of this Agreement, there is no default by Developer or Lender under the Contract; (d) this Agreement does not release, relinquish or affect the liens, security interests and rights created by or arising under the Contract; (e) by accepting delivery of this Agreement, Lender does not waive any existing default or any defaults that occur after the date of this Agreement, or become obligated to waive any condition or obligation described in the Contract; and (f) they are voluntarily entering into this Agreement and the Purchase to which it pertains, they independently have undertaken such due diligence as they deem necessary, and they are not relying on any representations or warranties of Lender other than as expressly described in this Agreement.

ARTICLE II - CONSENT OF LENDER

2.1 Consent to Conveyance to Purcheser. Conditioned upon full and complete satisfaction of the Conditions Precedent set forth in Article III of this Agreement, Lender consents to the transfer of Borrower's interest in the Property to Purchaser, and waives any right it may have under the Contract as a result of such transfer to Purchaser. Provided, however, this waiver shall be strictly limited to Lender's rights arising as a result of the transfer to Purchaser, and by entering into this Agreement, Lender shall not be deemed to have waived any rights or remedies it may have with respect to any other transfer.

ARTICLE III - CONDITIONS PRECEDENT

This Agreement shall become effective only when each of the following conditions is met:

- 3.1 <u>Documents Delivered</u>. Borrower and Purchaser shall have executed or caused to be executed, and shall have delivered or caused to be delivered to Lender (a) this Agreement, and (b) a legally binding, effective and recorded transfer document (e.g., deed, assignment) whereby Borrower has conveyed its right, title and interest in and to the Property to Purchaser.
- 3.2 Assumption Fee and Other Expenses. Borrower shall have paid (or caused to have been paid) to Lender an assumption fee equal to \$ 150.00.
- 3.3 <u>Outstanding Payments</u>. All amounts currently due and owing under the Contract shall have been paid in full.

ARTICLE IV - MISCELLANEOUS

- 4.1 Entire Agreement. This Agreement embodies the entire agreement and understanding among the parties hereto and supersedes all prior negotiations, agreements and understandings relating to the subject matter hereof, except as otherwise provided herein.
- 4.2 No Waiver. No failure to exercise, and no delay in exercising any right, power or remedy hereunder or under the Contract shall impair any right, power or remedy which Lender may have, nor shall any such delay be construed to be a waiver of any of such rights, powers or remedies.
- 4.3 <u>Extent of Obligations</u>. Borrower's and Purchaser's obligations under the Contract and this Agreement are independent obligations and are absolute and unconditional.
- 4.4 <u>Incorporation of Recitals</u>. The Recitals and the Schedule attached hereto are an integral part hereof and are fully incorporated herein by this reference.

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESSED OR IMPLIED, IS ASSUMED AS TO ITS RECULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

THIS INSTRUMENT IS BEING RECORDED ACCOMMODATION ONLY. NO LIABILITY, EXPRESSED OR IMPLIED, IS ASSUMED AS TO ITS REPOLLARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

Cynthia L. Cain, Vice President

Julian Gingras (Not required since we have Recorded Quitclaim Deed)

Sandra E. Gingras (Eastor

Sandra E. Easton

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first appearing above. FINOVA Capital Corporation, a Delaware corporation LENDER:

BORROWER:

PURCHASER:

STATE OF ARIZONA	
COUNTY OF MARICOPA	
Before me, a Notary Public in and for the State and C Cynthia L. Cain, known to me to be the person whose n known to me to be the Vice President of FINOVA C acknowledged to me that she executed said instrur expressed, and as the act of said corporation.	ame is subscribed to the foregoing instrument and capital Corporation, a Delaware corporation, and nent for the purpose and consideration therein
Given under my hand and seal this // day	of March, 19949
My commission expires:	Notary Public
STATE OF Mississippi COUNTY OF Harrison	OFFICIAL SEAL NOTARY PUBLIC - ARIZONA MARICOPA COUNTY My Comm. Expliras Nov. 3, 2000
Before me, a Notary Public in and for the State and C Sandra E. Gingras, known to me to be the person who and acknowledged to me that he executed said instructions of the control of the	se name is subscribed to the foregoing instrument
Given under my hand and seal this 23 day SEAL My commission expires:	of February , 1898: 1999 May Shell plahan Noteth Public
My Commission Expires Aug. 27, 1999 STATE OF Marsard Stat	Ngtary Public .
COUNTY OF Harrison	
Before me, a Notary Public in and for the State and C Sandra E. Easton, known to me to be the person who and acknowledged to me that he executed said instrexpressed.	se name is subscribed to the foregoing instrument ument for the purpose and consideration therein
Given under my hand and seal this	of <u>February</u> , 1998. 1999
My commission expires: SEAL My Commission Expires Aug. 27, 1999	Many I Whichen Notably Public
5	0463289
-3-	RK:0399PG3359

Schedule 1 As of December 15, 1998

Principal Balance:

10,571.33

Accrued Interest:

28.82

Total Principal Balance

and Accrued Interest

10,600.15

Late Charge:

0.00

Next Due Date:

December 28, 1998

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESSED OR INFLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

REQUESTED BY STEWART TITLE OF DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

'99 MAR 15 A10:36

0463289

RK0399PG3360

-4-

_PAID_X_DEPUTY

STATE OF NEVADA	
DECLARATION OF VALUE	
1. Assessor Parcel Number(s) a) 1319-30-644-098 PTN	^
b)	
c)	()
d)	\ \
u)	\ \
2. Type of Property:	\ \
_	\ \
a) Vacant Land b) Single Fam. Res.	
c) Condo/Twnhse d) 2-4 Plex	FOR RECORDERS OPTIONAL USE ONLY
e) Apt. Bldg f) Comm'l/Ind'l	BOOKPAGE
g) Agricultural h) Mobile Home	DATE OF RECORDING:
i) \ Othertimeshare	NOTES:
- THE STICE	
3. Total Value/Sales Price of Property:	¢ 1244 00
Deed in Lieu of Foreclosure Only (value of property)	\$ 1079.00
Transfer Tax Value:	\$ 1019.00
Real Property Transfer Tax Due:	\$ 5.85
4. If Exemption Claimed:	
a. Transfer Tax Exemption per NRS 375.090, Se	ction#
b. Explain Reason for Exemption:	
	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
5. Partial Interest: Percentage being transferred: 100	2 %
	_ / /
The undersigned declares and acknowledges, under pe	nalty 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 substant	ate the information provided herein. Furthermore, the
parties agree that disallowance of any claimed exempti	ion, or other determination of additional tax due, may
result in a penalty of 10% of the tax due plus interest a	t 1% per month.
\ \	[]
Pursuant to NRS 375.030, the Buyer and Seller shall be joint	ly and severally liable for any additional amount owed.
Signature fands milk	Capacity <u>Grantor</u>
(acquired as (Sandra E. Easton)	
Signature David and Megan Ochoa	Capacity <u>Grantee</u>
MejanOchoa	DIVINE (OR ALVERTA DIRECTOR
SELLER (GRANTOR) INFORMATION	BUYER (GRANTEE) INFORMATION
(REQUIRED)	(REQUIRED)
Print Name: Sandra E. Smith P	sint Nome: David and Magaza Octobe
	rint Name: David and Megan Ochoa. ddress: Ol Sandhill Crane Ct.
	tate: <u>CA</u> Zip: 94561
Στην. <u>3 185</u> Φ	zip. 9930]
COMPANY/PERSON REQUESTING RECORDING	
(required if not the seller or buyer)	
	Escrow#
Address:	·
City: State:	Zip:
(AS A PUBLIC RECORD THIS FORM M	AY BE RECORDED/MICROFILMED)