

166  
Norman & Oliver  
7873 Broadway Ste. 504  
San Antonio TX 78209



KAREN ELLISON, RECORDER E07

Assessor Parcel No. 1319-30-612-004

WARRANTY DEED

THE STATE OF NEVADA §  
  §  
COUNTY OF DOUGLAS §

**Grantor:** JAMES JOSEPH FYFE and wife, DENISE HEAROD FYFE  
P.O. Box 680458  
San Antonio, Texas 78268  
Called "Grantor", whether one or more

**Grantee:** JAMES AND DENISE FYFE LIVING TRUST  
JAMES JOSEPH FYFE and DENISE HEAROD FYFE, Trustees  
P.O. Box 680458  
San Antonio, Texas 78268  
Called "Grantee", whether one or more

**Conveyance:**  
FOR VALUE RECEIVED, Grantor has conveyed, granted, transferred and assigned, and hereby grants, conveys, transfers and assigns to Grantee, all of Grantor's interest in and to the following described real property (the "Subject Property"):

Unit D, as set forth on the Condominium Map of Lot 8, of Second Amended Map of Tahoe Village Unit No. 2, recorded February 2, 1979, as Document No. 29639, Official Records of Douglas County, State of Nevada. Together with an undivided 1/12<sup>th</sup> interest in and to that portion designated as Common Area as set forth on the Condominium Map of Lot 8, of Second Amended Map of Tahoe Village No. 2, recorded February 2, 1979, as Document No. 29639, Official Records of Douglas County, State of Nevada.

SUBJECT TO: (1) any overlapping of improvements or encroachments which a survey would reveal; (2) valid and enforceable land use regulations, restrictions, and conditions; (3) real property taxes, prorated to date; (4) any recorded right-of-way, easement, or other exception to title (including liens) which an

examination of title to the property would reveal; (5) any loan or encumbrance secured by a vendor's lien or deed of trust upon the property; (6) rights of parties in possession under lease or as an inspection of the property would reveal.

**FURTHER RESERVATION AND EXCEPTION:** The transfer of real estate to the JAMES AND DENISE FYFE LIVING TRUST which is encumbered by a mortgage or deed of trust may prohibit any transfer thereof without the consent of the lender and may give the lender the option to call the unpaid portion of an installment note immediately due and payable if a transfer is made without the lender's consent. These restrictions are generally called "due on sale" or "due on transfer" prohibitions. Any transfer directive or contribution directive specified by this instrument is subject to any such prohibition or limitation. Grantor reserves and retains such estate and title to the property as will not violate the due on sale or due on transfers of any mortgage, deed of trust, or other instrument, if any and to the extent applicable to a transfer of this property to the JAMES AND DENISE FYFE LIVING TRUST. To the extent a transfer of this property is limited by any applicable due on sale prohibition or due on transfer prohibition, ownership will fully vest in the JAMES AND DENISE FYFE LIVING TRUST only upon receipt of lender's consent to the transfer or upon final release of the mortgage or deed of trust lien by the lender or by the assignee thereof.

**Consideration:**

TEN AND NO/100 DOLLARS and other valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged.

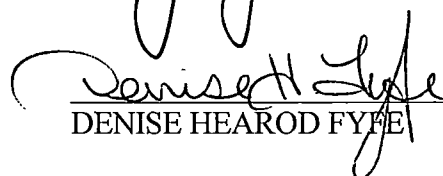
**Habendum and Warranty:**

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors, personal representatives, and assigns forever; and Grantor does hereby bind Grantor, Grantor's successors, personal representatives and assigns, to warrant and forever defend, all and singular, the said premises unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. The use of personal pronouns in this instrument shall be construed in context, with the masculine to include the feminine, when appropriate, and the singular to include the plural, when appropriate.

This transfer and conveyance is effective as of the date of this instrument. If this instrument is not immediately recorded, Grantor will hold title in trust and as nominee for and on behalf of the JAMES AND DENISE FYFE LIVING TRUST.

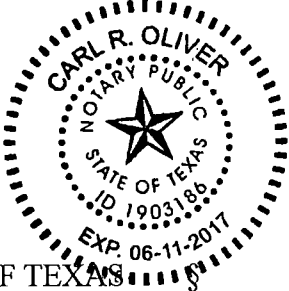
DATED and EFFECTIVE this 2nd day of September, 2016.

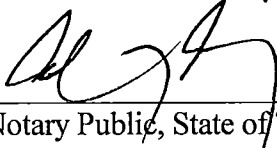
  
\_\_\_\_\_  
JAMES JOSEPH FYFE

  
\_\_\_\_\_  
DENISE HEAROD FYFE

THE STATE OF TEXAS   §  
  §  
COUNTY OF BEXAR   §

This instrument was acknowledged before me by JAMES JOSEPH FYFE on the 2nd day of September, 2016.

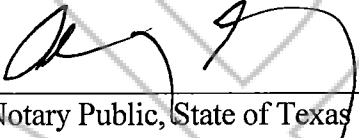


  
\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS   §  
  §  
COUNTY OF BEXAR   §

This instrument was acknowledged before me by DENISE HEAROD FYFE on the 2nd day of September, 2016.



  
\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN AND MAIL  
TAX STATEMENTS TO:

JAMES AND DENISE FYFE LIVING TRUST  
JAMES JOSEPH FYFE and DENISE HEAROD FYFE, Trustees  
P.O. Box 680458  
San Antonio, Texas 78268

**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)  
 a. 1319-30-612-004  
 b. \_\_\_\_\_  
 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  
 Other

FOR RECORDERS OPTIONAL USE ONLY  
 Book \_\_\_\_\_ Page: \_\_\_\_\_  
 Date of Recording: \_\_\_\_\_  
 Notes: Trust Verified

3.a. Total Value/Sales Price of Property \$ \_\_\_\_\_  
 b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ )  
 c. Transfer Tax Value: \$ \_\_\_\_\_  
 d. Real Property Transfer Tax Due \$ \_\_\_\_\_

4. **If Exemption Claimed:**  
 a. Transfer Tax Exemption per NRS 375.090, Section 7  
 b. Explain Reason for Exemption: transfer of title to a trust without consideration

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %  
 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 [Signature] Capacity: Grantor/Trustee  
 Signature [Signature] Capacity: Grantor/Trustee

**SELLER (GRANTOR) INFORMATION**  
 (REQUIRED)  
 Print Name: James J. Fyfe and Denise H. Fyfe  
 Address: P.O. Box 680458  
 City: San Antonio  
 State: Texas Zip: 78268

**BUYER (GRANTEE) INFORMATION**  
 (REQUIRED)  
 Print Name: James and Denise Fyfe Living Trust  
 Address: P.O. Box 480458  
 City: San Antonio  
 State: Texas Zip: 78269

**COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)**  
 Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_