DOUGLAS COUNTY, NV RPTT:\$444.60 Rec:\$41.00

2016-89231

Total:\$485.60

12/19/2016 02:48 PM

**GUNTER-HAYES & ASSOCIATES LLC** 

Pgs=4

CONTRACT NO: 000570509851 This Instrument Prepared By and Return To: Wyndham Vacation Resorts, Inc. Title Services 6277 Sea Harbor Drive Orlando, FL 32821



KAREN ELLISON, RECORDER

## WARRANTY DEED IN LIEU OF FORECLOSURE

THIS Warranty Deed in Lieu of Foreclosure, made this 08/15/2016 by and between Ronald D Kennedy and Janet M Kennedy Joint Tenants with 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 1,108,000/128,986,500 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 is accepted in full satisfaction of Grantor's obligations to Tahoe at South Shore Vacation Owners Association. Inc. whose claims and lien rights against Grantor and the Grantor's property, whether recorded or not, were previously assigned to Grantee.

Return to: Gunter-Hayes & Associates LLC 3200 W. Tyler St., Suite D Conway, AR 72034

Contract: 000570509851

My Comm. Expires Jan 6, 2020

By execution hereof, Grantor does hereby release Grantee from any and all claims of any kind or nature arising out of the lien created by the Declaration of Restrictions for Fairfield Tahoe at South Shore recorded October 28, 2004 in Book 1004, Page 13107 as Instrument Number 628022, official records of Douglas County, Nevada, 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 Declaration of Restrictions, which both Grantor and Grantee understand and acknowledge 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 subject only to the encumbrances specifically enumerated herein; that Grantor has good, right and lawful authority to sell and convey the 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 08/15/2016.
Bould Of January
Grantor: RONALD D'KENNEDY
<u>ACKNOWLEDGEMENT</u>
STATE OF Florida )
So so la la la serie de la ser
COUNTY OF WYUNGED)
On this the 27 day of Ctuber, 20 10 before me, the undersigned, a Notary
Public, within and for the County of Sara Sota, State of Floude
commissioned qualified, and acting to me appeared in person RONALD D KENNEDY, 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 mentione
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 2 day of 20 day.
Public at the County and State aforesaid on this day of Ctobor, 20 10.
<b>○</b> •
( a Mara
Print Name: Chasting A. MARNEY  Office of Florida  Christina A. MARNEY  Notary Public - State of Florida  Commission # 55
Notary Public  Commission # FF 948560

01/06/2020

My Commission Expires:

Contract: 000570509851

Grantor: JANET M KENNEDY

<u>ACKNOWLEDGEMENT</u>		
STATE OF Florida ) ss.		
COUNTY OF Sarasota) ss.		
On this the 27th day of 20 1/p before me, the undersigned, a Notary Public, within and for the County of Sarasota, State of 10006		
Public, within and for the County of Sarasota, State of Florida		
commissioned qualified, and acting to me appeared in person JANET M KENNEDY, to me personally we		
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 day of Ctober, 20 10.		
Signature: 1 Million Signature		
Print Name: Chushac maena		
JA V A		
My Commission Expires: 01 104 2020. Notary Public - State of Florida		
33 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		
My Comm. Expires Jan 6, 2020		

## STATE OF NEVADA DECLARATION OF VALUE

	LAIMION OF VALUE			
1.	Assessor Parcel Number(s):	\ \		
	a) 1318-15-820-001 PTN	~ \ \		
	b)	\ \ \		
	c)			
•	d)	FOR RECORDERS OPTIONAL USE ONLY		
2.	Type of Property: a) □ Vacant Land b) □ Single Fam. Res			
	a) Vacant Land b) Single Fam. Res c) Condo/Twnhse d) 2-4 Plex	2 Countries in Cou		
	e) Apt. Bldg f) Comm'l/Ind'l	Book:Page:  Date of Recording:		
	g) Agricultural h) Mobile Home	Notes:		
	i) Other - Timeshare			
3.	Total Value/Sales Price of Property:	\$113,895.00		
•	Deed in Lieu of Foreclosure Only (valu			
	Transfer Tax Value:	\$113,895.00		
	Real Property Transfer Tax Due:	\$ <u>444.60</u>		
4.	If Exemption Claimed:	<del>944.00</del>		
⊶.		375 000 Section:		
	a) Transfer Tax Exemption, per NRS 375.090, Section:			
p.	b) Explain Reason for Exemption:	sferred: 100%		
5.	Partial Interest: Percentage being tran			
		owledges, under penalty of perjury, pursuant t		
NRS 375.060 and NRS 375.110, that the information provided is correct to the best of the				
information and belief, and can be supported by documentation if called upon to substantiat				
the information provided herein. Furthermore, the parties agree that disallowance of an				
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 Selle				
shall be jointly and severally liable for any additional amount owed.				
Signat	ture	Capacity Agent for Grantor/Seller		
Signat	ture	Capacity Agent for Grantee/Buye		
OF. 1.	ED (OD ANTOD) INCODMATION	DUVED (CDANITEE) INCORMATION		
SELLE	ER (GRANTOR) INFORMATION	BUYER (GRANTEE) INFORMATION (REQUIRED)		
Print Na	(REQUIRED) ame: RONALD D KENNEDY	Print Name: Wyndham Vacation Resorts, Inc.		
Addres		Address: 6277 Sea Harbor Drive		
City:	PORT CHARLOTTE	City: Orlando		
State:	FL Zip: 339534629	State: FL Zip: 32821		
COMPANY/PERSON REQUESTING RECORDING				
1	(REQUIRED IF NOT THE SELLER OR BUYER)	E No. 0005E050054		
794	r-Hayes & Associates	Escrow No.: <u>000570509851</u>		
3200 V	West Tyler, Suite D	Escrow Officer:		
Conwa	av AR 72034			

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