



KAREN ELLISON, RECORDER

# Quitclaim Deed

RECORDING REQUESTED BY DAVID CAPALBO

AND WHEN RECORDED MAIL TO:

DAVID CAPALBO, Grantee(s)

6318 Benbrooke Overlook NW  
Acworth, GA 30101

Consideration: \$ 500.00

Property Transfer Tax: \$ 1.95

Assessor's Parcel No.: 33-123-39-03

PREPARED BY: DAVID CAPALBO certifies herein that he or she has prepared this Deed.

[Signature]  
Signature of Preparer

2/09/2019  
Date of Preparation

DAVID CAPALBO  
Printed Name of Preparer

THIS QUITCLAIM DEED, executed on 2/09/2019 in the County of

Cobb, State of GEORGIA

by Grantor(s), Donald G FULTON,

whose post office address is 510 Evening Mist Dr. Acworth, GA. 30101,

to Grantee(s), DAVID CAPALBO,

whose post office address is 6318 Benbrooke Overlook NW, Acworth GA. 30101

WITNESSETH, that the said Grantor(s), Donald G. Fulton,

for good consideration and for the sum of Five Hundred Dollars

(\$ 500.00) 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 in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Douglas, State of Nevada and more specifically described as set forth in EXHIBIT "A" 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 and year first above written. Signed, sealed and delivered in presence of:

**GRANTOR(S):**

[Signature]  
Signature of Grantor

Don FULTON SR  
Print Name of Grantor

[Signature]  
Signature of First Witness to Grantor(s)

Don Fulton Jr  
Print Name of First Witness to Grantor(s)

\_\_\_\_\_  
Signature of Second Grantor (if applicable)

\_\_\_\_\_  
Print Name of Second Grantor (if applicable)

\_\_\_\_\_  
Signature of Second Witness to Grantor(s)

\_\_\_\_\_  
Print Name of Second Witness to Grantor(s)

**GRANTEE(S):**

[Signature]  
Signature of Grantee

DAVID CAPALBO  
Print Name of Grantee

[Signature]  
Signature of First Witness to Grantee(s)

Don Fulton Jr  
Print Name of First Witness to Grantee(s)

\_\_\_\_\_  
Signature of Second Grantee (if applicable)

\_\_\_\_\_  
Print Name of Second Grantee (if applicable)

\_\_\_\_\_  
Signature of Second Witness to Grantee(s)

\_\_\_\_\_  
Print Name of Second Witness to Grantee(s)

**NOTARY ACKNOWLEDGMENT**

State of GADL

County of Cobb

On 2/9/19, before me, NEERA Robinson, a notary public in and for said state, personally appeared, Donald Fulton SR

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.

*Neera Robinson*  
Signature of Notary

Affiant Known \_\_\_\_\_ Produced ID GADL

Type of ID GADL [REDACTED]



EXHIBIT "A"

PARCEL ONE:

An undivided 1/51st interest in and to that certain condominium as follows:

- (a) An undivided 1/20th interest, as tenants-in-common, in and to Lot 33 of Tahoe Village Unit No. 3, Fifth-Amended Map, recorded October 29, 1981, as Document No. 61612 as corrected by Certificate of Amendment recorded November 23, 1981 as Document No. 62661, all of Official Records Douglas County, State of Nevada. Except therefrom units 121 to 140 as shown and defined on that certain Condominium Plan recorded August 20, 1982, as Document No. 70305 of Official Records.
- (b) Unit No. 123 as shown and defined on said Condominium Plan.

PARCEL TWO:

A non-exclusive right to use the real property known as Parcel "A" on the Official Map of Tahoe Village Unit No. 3, recorded January 22, 1973, as Document No. 63805, records of said county and state, for all those purposes provided for in the Declaration of Covenants, Conditions and Restrictions recorded January 11, 1973, as Document No. 63681, in Book 173, Page 229 of Official Records and in the modifications thereof recorded September 28, 1973 as Document No. 69063 in Book 973, Page 812 of Official Records and recorded July 2, 1976 as Document No. 1472 in Book 776, Page 87 of Official Records.

PARCEL THREE:

A non-exclusive easement for ingress and egress and recreational purposes and for use and enjoyment and incidental purposes over, on and through Lots 29, 39, 40 and 41 as shown on said Tahoe Village Unit No. 3, Fifth Amended Map and as corrected by said Certificate of Amendment.

PARCEL FOUR:

- (a) A non-exclusive easement for roadway and public utility purposes as granted to Harich Tahoe Developments in deed re-recorded December 8, 1981 as Document No. 63026, being over a portion of Parcel 26-A (described in Document No. 01112 recorded June 17, 1976) in Section 30, Township 13 North, Range 19 East, M.D.M.,
- (b) An easement for ingress, egress and public utility purposes, 32' wide, the centerline of which is shown and described on the 5th amended map of Tahoe Village No. 3, recorded October 29, 1981 as Document No. 61612 and amended by Certificate of Amendment recorded November 23, 1981 as Document No. 62661, Official Records, Douglas County, State of Nevada

PARCEL FIVE:

The exclusive right to use said UNIT and the non-exclusive right to use the real property referred to in subparagraph (a) of Parcel One and Parcels Two, Three and Four above during ONE "use week" within the winter "use season", as said quoted terms are defined in the Declaration of Restrictions, recorded September 17, 1982, as Document No. 71000 of said Official Records. The above described exclusive and non-exclusive rights may be applied to any available unit in the project, during said use week within said season.

EXHIBIT "A"

PARCEL ONE:

An undivided 1/51st interest in and to that certain condominium as follows:  
(a) An undivided 1/20th interest, as tenants-in-common, in and to Lot 33 of Tahoe Village Unit No. 3, Fifth-Amended Map, recorded October 29, 1981, as Document No. 61612 as corrected by Certificate of Amendment recorded November 23, 1981 as Document No. 62661, all of Official Records Douglas County, State of Nevada. Except therefrom units 121 to 140 as shown and defined on that certain Condominium Plan recorded August 20, 1982, as Document No. 70305 of Official Records.  
(b) Unit No. 139 as shown and defined on said Condominium Plan.

PARCEL TWO:

A non-exclusive right to use the real property known as Parcel "A" on the Official Map of Tahoe Village Unit No. 3, recorded January 22, 1973, as Document No. 63805, records of said county and state, for all those purposes provided for in the Declaration of Covenants, Conditions and Restrictions recorded January 11, 1973, as Document No. 63681, in Book 173, Page 229 of Official Records and in the modifications thereof recorded September 28, 1973 as Document No. 69063 in Book 973, Page 812 of Official Records and recorded July 2, 1976 as Document No. 1472 in Book 776, Page 87 of Official Records.

PARCEL THREE:

A non-exclusive easement for ingress and egress and recreational purposes and for use and enjoyment and incidental purposes over, on and through Lots 29, 39, 40 and 41 as shown on said Tahoe Village Unit No. 3, Fifth Amended Map and as corrected by said Certificate of Amendment.

PARCEL FOUR:

(a) A non-exclusive easement for roadway and public utility purposes as granted to Harich Tahoe Developments in deed re-recorded December 8, 1981 as Document No. 63026, being over a portion of Parcel 26-A (described in Document No. 0112 recorded June 17, 1976) in Section 30, Township 13 North, Range 19 East, M.D.M.,  
(b) An easement for ingress, egress and public utility purposes, 32' wide, the centerline of which is shown and described on the 5th amended map of Tahoe Village No. 3, recorded October 29, 1981 as Document No. 61612 and amended by Certificate of Amendment recorded November 23, 1981 as Document No. 62661, Official Records, Douglas County, State of Nevada

PARCEL FIVE:

The exclusive right to use said UNIT and the non-exclusive right to use the real property referred to in subparagraph (a) of Parcel One and Parcels Two, Three and Four above during ONE "use week" within the winter "use season", as said quoted terms are defined in the Declaration of Restrictions, recorded September 17, 1982, as Document No. 71000 of said Official Records. The above described exclusive and non-exclusive rights may be applied to any available unit in the project, during said use week within said season.

REQUESTED BY  
**STEWART TITLE OF DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

'87 FEB 11 P12:51

SHARON L. CAULFIELD  
RECORDER  
\$ 12 PAID SH DEPUTY

**149843**  
BOOK **287** PAGE **1017**

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made 30 of January 19 87, by and between

DONALD G. FULTON AND MARY J. FULTON, husband and wife

Trustor, to DOUGLAS COUNTY TITLE COMPANY, a subsidiary of STEWART TITLE CO., a corporation. Trustee, for HARICH TAHOE DEVELOPMENTS, Beneficiary,

WITNESSETH

That the trustor does hereby grant, bargain, sell and convey unto the Trustee with power of sale all that certain property situate in Douglas County, Nevada as follows: (See Exhibits "A" and "B" attached hereto and incorporated herein by this reference.) AND ALSO all the estate, interest, and other claim, in law and in equity, which the Trustor now has or may hereafter acquire in and to said property. TOGETHER WITH the tenements, hereditaments and appurtenances thereto belonging or appertaining, and the reversion, reversions and remainders and all rents, issues and profits of said real property, subject to the rights and authority conferred upon Beneficiary hereinafter set forth to collect and apply such rents issues and profits.

FOR THE PURPOSE OF SECURING:

FIRST: Payment of an indebtedness in the sum of \$ 32,400.00 evidenced by a promissory note of even date herewith, with interest thereon, according to the terms of said note, which note is by reference made a party hereof, executed by the Trustor, delivered to Beneficiary, and any and all modifications, extension and renewals thereof hereinafter set forth to collect and apply such rents, issues and profits.

SECOND: Payment of all THE RIDGE TAHOE PROPERTY OWNERS ASSOCIATION assessments, dues and membership fees as they become due.

THIRD: Payment of such additional sums with interest thereon as may be hereafter loaned by Beneficiary to Trustor as additional advances under this deed of trust by the promissory note or notes of Trustor, and payment of any monies advanced or paid out by Beneficiary or by the Trustee to or for Trustor pursuant to the provisions of this deed of trust, and payment of all indebtedness of the Trustor to the Beneficiary or to the Trustee which may exist or be contracted for during the life of this instrument, with interest, and also as security for the payment and performance of every obligation, covenant, promise or agreement contained herein or contained in any promissory note or notes secured hereby.

FOURTH: The expenses and costs incurred or paid by beneficiary or Trustee in preservation or enforcement of the rights and remedies of Beneficiary and the duties and liabilities of Trustor hereunder, including, but not limited to, Attorney's fees, court costs, witnesses' fees expert witnesses' fees, collection costs, and cost and expenses paid by Beneficiary or Trustee in performing the Trustor's account any obligations of Trustor or to Collect the rents or prevent waste.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor promises and agrees to pay when due all assessments and membership fees assessed by or owing to THE RIDGE TAHOE PROPERTY OWNERS ASSOCIATION upon the above-described premises and to permit the same to become a lien upon the premises; to comply with all laws affecting said property and not to commit or permit any acts upon the premises in violation of any law, covenant, condition or restriction affecting said property.

2. Annually, Trustor agrees to cause to be delivered to Beneficiary or to the collection agent of Beneficiary a certified copy of the original policy or policies of insurance purchased by THE RIDGE TAHOE PROPERTY OWNERS ASSOCIATION along with copies of paid receipts.

3. Trustor promises and agrees that there shall be made in the payment when due of any installment of principal or interest, or obligation, in accordance with the terms of any note secured hereby or the performance of any of the covenants, promises or agreements contained herein, or if the Trustor becomes insolvent or makes a general assignment for the benefit of the creditors; or if a petition in bankruptcy is filed by or against the Trustor, or if a proceeding be voluntarily or involuntarily instituted or reorganization or other debtor relief provided for by the Trustor or the Trustee; EXCEPT AS PROVIDED IN PARAGRAPH 11 IF THE TRUSTOR SHALL SELL THE TRUSTOR'S REAL ESTATE, EXCHANGE OR OTHERWISE dispose of the real property hereunder BY THE OPERATION OF LAW OR OTHERWISE; then upon the happening of such events, the Beneficiary at its option may declare all promissory notes, sums and obligations secured hereby immediately due and payable without demand or notice, irrespective of the maturity dates expressed thereon and Beneficiary or Trustee may record a notice of such breach or default and elect to use said property to be sold to satisfy the indebtedness and obligations secured hereby.

4. The following covenants, NRS., 1.3.4 (interest 18%) and reasonable attorneys' fees, 8 and 9 of NRS 107.030, when not inconsistent with covenants and provisions contained herein, are hereby adopted and made a part of this deed of trust.

5. The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative.

6. The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind the heirs, representatives, successors and assigns of the Trustor hereunder and the Beneficiary hereof.

7. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all other genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

8. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

9. Trustee is hereby authorized and instructed to release, by deed of partial reconveyance, either the property described in Exhibit "A" hereto or the property described in Exhibit "B" hereto, at the election of Trustor, from the encumbrance of this Deed of Trust upon payment by Trustor to Beneficiary of the sum of seventy-five percent (75%) of the principal sum due under the terms of the promissory note which this Deed of Trust secures when accompanied by payment of interest on the amount paid to the date of payment and provided that Trustor is not otherwise in default of his obligations set forth in this Deed of Trust.

10. The trusts created hereby are irrevocable by the Trustor.

11. Beneficiary hereby agrees that in the event of default under the terms of this deed of trust and upon the return to Beneficiary the Exhibit "A" real property that the liability of Trustor shall be limited to all monies paid to date of the return of Exhibit "A" real property and that no deficiency judgement shall lie against the Trustor.

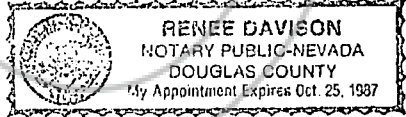
12. This deed of trust may not be assumed without the prior written consent of Beneficiary. Should Beneficiary not declare all sums due in accordance with Paragraph 3 above then this deed of trust may only be assumed when the following conditions have been met: the payment to Beneficiary or assigns of an assumption fee of \$150.00 per interval week; credit approval of new purchaser, and completion of an acceptance form and statements of acknowledgements by the new purchaser of all condominium documents. \*\*NOW KNOWN AS STEWART TITLE OF DOUGLAS COUNTY

IN WITNESS WHEREOF, the Trustor has executed this deed of trust the day and year first above written.

STATE OF Nevada
COUNTY OF Douglas
On January 30, 1987 personally appeared before me, a Notary Public, Donald G. Fulton, Mary J. Fulton

known to me, who acknowledged that they executed the above instrument.

Signature: [Signature] (Notary Public)



TRUSTOR: [Signature] DONALD G. FULTON
[Signature] MARY J. FULTON

If executed by a Corporation the Corporation Form of Acknowledgment must be used.

WHEN RECORDED MAIL TO
Name DOUGLAS COUNTY TITLE CO.
Street P.O. BOX 1400
Address ZEPHYR COVE, NV 89448
City & State

Title Order No. 33-123-39-03/33-139-39-01
Escrow or Loan No. 04-000063
SPACE BELOW THIS LINE FOR RECORDER'S USE

149843
287 PAGE 1015

**STATE OF NEVADA  
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a) 33-123-39-03
- 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 Unit / Timeshare

FOR RECORDER'S OPTIONAL USE ONLY	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

3. Total Value/Sales Price of Property

Deed in Lieu of Foreclosure Only (value of property) \$ 500.<sup>00</sup>  
 Transfer Tax Value: \$ 1.95  
 Real Property Transfer Tax Due \$ 1.95

4. If Exemption Claimed:

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

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 100%  
 Signature \_\_\_\_\_ Capacity \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**  
(REQUIRED)

Print Name: Donald G. Fulton Sr.  
 Address: 50 Evening Mist Drive  
 City: Acworth  
 State: GA Zip: 30101

**BUYER (GRANTEE) INFORMATION**  
(REQUIRED)

Print Name: DAVID CAPALBO  
 Address: 6318 Benbrooke Overlook NW  
 City: Acworth  
 State: GA Zip: 30101

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: \_\_\_\_\_ Escrow #: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_