

BOOK 402 PAGE 364-365
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Smile 4u, Inc
2004 DEC 30 PM 12:00

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES \$15.00

194778

APN: 003-082-05
Recording Requested by:
Kevin K. Leath
4121 W. Noble Avenue
Visalia, CA 93277
Mail tax statements to above

STATUTORY WARRANTY DEED

For and in consideration paid, the undersigned, **Smile4u, Inc., a Washington Corporation**, hereinafter referred to as Grantor, hereby conveys all rights and warrants the title in the following described real estate to **Kevin K. Leath**, hereinafter referred to as Grantee, legally described as:

LEGAL DESCRIPTION: Lot 5, Block 6, Crescent Valley Ranch & Farms Unit #4

Situate in the County of **Eureka** in the state of **Nevada**

The Grantee accepts the real estate in "as is" condition and where presently located including any improvements, structures, easements, or encumbrances. The Grantor makes no representation about the suitability of the real estate for a particular purpose or the conditions therein. The Grantee has had an opportunity for due diligence and is purchasing this property based on Grantee's judgment and inquiry.

If a court of competent jurisdiction finds any provision, clause, or section of this document to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision, clause, or section illegal, invalid, or unenforceable as to any other circumstance. If feasible the offending provision, clause, or section shall be considered modified so that it shall become legal, valid, and enforceable. If the offending provision, clause, or section cannot be so modified, it shall be considered deleted from this document. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision, clause, or section this document shall not affect the legality, validity, or enforceability of any other provision, clause, or section of this document.

This executory contract represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

JURISDICTION AND VENUE

If litigation is necessary to enforce this agreement, the jurisdiction shall be a court of proper jurisdiction in Whatcom County pursuant to the laws of Washington in force on the date of signing. The prevailing party shall be entitled to all legal costs, including but not limited to; court costs, attorney's fees, service fees, filing fees and all other costs associated with litigation.

APPLICABLE LAW

This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Washington (regardless of the choice of law principles of Washington or of any other jurisdiction).

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Witness my hand this 22nd day of December, 2004.

Mark Abbott
Mark Abbott

Acknowledgment - Corporation

State of Washington
County of Whatcom

The foregoing instrument was acknowledged before me this 22nd day of December, 2004 by Mark Abbott, President of Smile4u, Inc., a Washington corporation on behalf of the said corporation.

Sherry Svedin
Notary Public

My Commission Expires: 4-22-07



194778

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**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 003-082-05
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

Document/Instrument #: 194778
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Date of Recording: 12/30/04
Notes: _____

3. Total Value/Sales Price of Property

\$ 3,550.00

Deed in Lieu of Foreclosure Only (value of property)

(_____)

Transfer Tax Value:

\$ 3,550.00

Real Property Transfer Tax Due

\$ 15.60

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: 100 %

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 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 _____

Capacity seller

Signature _____

Capacity Buyer

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Smile4U, Inc.

Address: PO Box 888

City: Lynden

State: WA Zip: 98264

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Kevin K. Leath

Address: 4121 W. Noble Avenue

City: Visalia

State: CA Zip: 93277

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

Print Name: _____

Escrow # _____

Address: _____

City: _____

State: _____

Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)