

APN: 003-303-01; 003-302-02

Recording Requested by:

Smile4u, Inc

PO Box 888

Lynden, WA 98264

Mail Tax Statements to above

BOOK 421 PAGE 377-378
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Smile4u Inc
2005 AUG 26 PM 2: 50

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 200893
FEES 15.00

STATUTORY WARRANTY DEED

For and in consideration paid, the undersigned, Burke E. O'Bryan, hereinafter referred to as Grantor, hereby conveys all rights and warrants the title in the following described real estate to Smile4u, Inc., a Washington Corporation, hereinafter referred to as Grantee, legally described as:

LEGAL DESCRIPTION: El Cortez Ranch, Unit No. 1, Lot No. 64; El Cortez Ranch, Unit No. 1, Lot No. 65; El Cortez Ranch, Unit No. 1, Lot No. 66; El Cortez Ranch, Unit No. 1, Lot No. 67; El Cortez Ranch, Unit No. 1, Lot No. 68; El Cortez Ranch, Unit No. 1, Lot No. 69; El Cortez Ranch, Unit No. 1, Lot No. 70; El Cortez Ranch, Unit No. 1, Lot No. 71; El Cortez Ranch, Unit No. 1, Lot No. 72; El Cortez Ranch, Unit No. 1, Lot No. 73; El Cortez Ranch, Unit No. 1, Lot No. 74; El Cortez Ranch, Unit No. 1, Lot No. 75; El Cortez Ranch, Unit No. 1, Lot No. 76; El Cortez Ranch, Unit No. 1, Lot No. 77; El Cortez Ranch, Unit No. 1, Lot No. 78; El Cortez Ranch, Unit No. 1, Lot No. 79; El Cortez Ranch, Unit No. 1, Lot No. 80; El Cortez Ranch, Unit No. 1, Lot No. 31; El Cortez Ranch, Unit No. 1, Lot No. 32; El Cortez Ranch, Unit No. 1, Lot No. 33; El Cortez Ranch, Unit No. 1, Lot No. 34; El Cortez Ranch, Unit No. 1, Lot No. 35; El Cortez Ranch, Unit No. 1, Lot No. 36; El Cortez Ranch, Unit No. 1, Lot No. 37; El Cortez Ranch, Unit No. 1, Lot No. 38; El Cortez Ranch, Unit No. 1, Lot No. 39; El Cortez Ranch, Unit No. 1, Lot No. 40; El Cortez Ranch, Unit No. 1, Lot No. 41; El Cortez Ranch, Unit No. 1, Lot No. 42; El Cortez Ranch, Unit No. 1, Lot No. 43; El Cortez Ranch, Unit No. 1, Lot No. 44; El Cortez Ranch, Unit No. 1, Lot No. 45; El Cortez Ranch, Unit No. 1, Lot No. 46; El Cortez Ranch, Unit No. 1, Lot No. 47; El Cortez Ranch, Unit No. 1, Lot No. 48; El Cortez Ranch, Unit No. 1, Lot No. 49; El Cortez Ranch, Unit No. 1, Lot No. 50; El Cortez Ranch, Unit No. 1, Lot No. 61; El Cortez Ranch, Unit No. 1, Lot No. 62; El Cortez Ranch, Unit No. 1, Lot No. 63

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 of 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).

Dated this 17 day of Aug, 2005.

X Burke E. O'Bryan
Burke E. O'Bryan

STATE OF WASHINGTON

(INDIVIDUAL ACKNOWLEDGEMENT)

County of Inghamish ss.

I certify that I know or have satisfactory evidence that Burke E. O'Bryan is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 18 day of August, 2005.



Robert M. Dennis II
Notary Signature

Print Name Robert M. Dennis II
Notary Public in and for the State of Washington
My appointment expires: 5-22-07

200893

BOOK 42 | PAGE 378

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a) 003-303-01
b) 003-302-02
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
i) ☐ Other

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument #: 200893
Book 421 Page 377-378
Date of Recording: 8-26-05
Notes:

3. Total Value/Sales Price of Property

Deed In Lieu of Foreclosure Only (value of property)

Transfer Tax Value:

Real Property Transfer Tax Due

\$ 14,878.00

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\$ 14,878.00

\$ 58.50

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 Mark E. Ebb

Capacity Buyer

Signature _____

Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Burke E. O'Bryan

Address: 5711 100th St NE #4

City: Marysville

State: WA Zip: 98270

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Smile4U, Inc.

Address: PO Box 888

City: Lynden

State: WA Zip: 98264

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)

THE FOLLOWING FILE NUMBERS WERE SKIPPED

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