BOOK 426 PAGE 189-97 OFFICIAL RECORDS RECORDED AT THE REPLY OF SMULL 441 2005 NOV 15 PM 3: 14

EUREKA COUNTY, NEVADA M.N. REBALEATI RECORDER 201534 FEES 15 9

APN: 005-130-12 Recording Requested by: Michael Vrban and Maureen Vrban 3716 Lake Terrace Dr. Elk Grove, CA 95758 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 Michael Vrban and Maureen Vrban, As Joint tenants with right of survivorship, hereinafter referred to as Grantee, legally described as:

LEGAL DESCRIPTION: Southeast 1/4 of Northeast 1/4, Section 31, Township 31 North Range 50 East, Eureka County, Nevada, Excepting therefrom 30 feet along all boundaries for ingress and egress

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 becomes 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 grand day of Movember		X inission of
Mark Abbott	<del></del>	O O A DIA PLANT
Acknowledgment - Corporation		S. Z. BLIC
	_	OF MACHING
State of Washington County of Whatcom	ath <	WASI
The foregoing instrument was acknowledged before me the Mark Abbott, President of Smile4u, Inc., a Washington co	nis <u>U</u> day of _ orporation on behalf o	November, 200 of the said corporation.
	Shouri	Anedin
My Commission Expires: 4-22-07	Notary	
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201534

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## STATE OF NEVADA DECLARATION OF VALUE

<ol> <li>Assessor Parcel Number(s)</li> <li>a) 005-130-12</li> </ol>	
b)	
<ol> <li>Type of Property:</li> <li>a) Vacant Land</li> <li>b) Single Fam. Res.</li> </ol>	FOR RECORDERS OPTIONAL USE ONLY Document/Instrument #: 20/53 4
c) Condo/Twnhse d) 2-4 Plex e) Apt. Bldg f) Comm'l/Ind'l	Book 426 Page: 189-190  Date of Recording: 11-15-05
g) Agricultural h) Mobile Home Other  3. Total Value/Sales Price of Property \$	6,000.00
Deed in Lieu of Foreclosure Only (value of property) ( Transfer Tax Value:	6,000.00
Real Property Transfer Tax Due \$ 4. If Exemption Claimed:	23.40
a. Transfer Tax Exemption per NRS 375.090, Section b. Explain Reason for Exemption:	$\leftarrow$
Partial Interest: Percentage being transferred:	%
The undersigned declares and acknowledges, under and NRS 375.110, that the information provided is correct to supported by documentation if called upon to substantiate disallowance of any claimed exemption, or other determinate penalty of 10% of the tax due plus interest at 1% per month shall be jointly and severally liable for any additional amount	to the best of their information and belief, and can be the information provided herein. Furthermore, the tion of additional tax due, may result in a n. Pursuant to NRS 375.030, the Buyer and Seller
Signature Moultain Worth	Capacity_SCIL-Ei
Signature The Marrier a. Urhan	Capacity Bieger
SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Smile4U, Inc. Address: PO Box 888	Print Name: Michael Vrban & Maureen Vrban Address: 3716 Lake Terrace Dr.
Address: PO Box 888  City: Lynden	Address: 3716 Lake Terrace Dr.  City: Elk Grove
State: WA Zip: 98264	State: CA Zip: 95758
COMPANY/PERSON REQUESTING RECORDING (requi	red if not seller or huver)
Print Name:	Escrow #
Address:	
City: State:	Zip:

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)