

BOOK 434 PAGE 308-309  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Smile4u Inc*  
2006 APR -6 PM 3:38

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO.

204429

FEES 15<sup>00</sup>

APN: 005-690-03  
Recording Requested by:  
Tony Kolp and Gloria Kolp  
1426 East Howard Avenue  
Milwaukee, WI 53207  
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 **Tony Kolp and Gloria Kolp, As joint tenants in common with right of survivorship**, hereinafter referred to as Grantee, legally described as:

***LEGAL DESCRIPTION: NW1/4 NE1/4 Section 5: Township 30N; Range 50E MDB&M***

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).

Witness my hand this 28<sup>th</sup> day of March, 2006.

Mark Abbott  
Mark Abbott

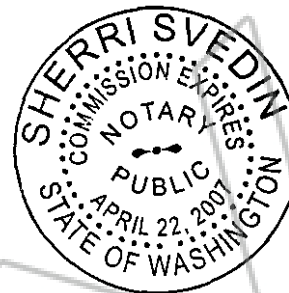
Acknowledgment - Corporation

State of Washington  
County of Whatcom

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March, 2006 by Mark Abbott, President of Smile4u Inc., a Washington corporation on behalf of the said corporation.

My Commission Expires: 4-22-07

Notary Public



204429

**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a) 005-690-03  
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

**FOR RECORDERS OPTIONAL USE ONLY**

Document/Instrument #: 204429  
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Date of Recording: 4-6-06  
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

\$ 8077.77  
( \_\_\_\_\_ )  
\$ 8077.77  
\$ 33.15

**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 Makaela Capacity Seller  
Signature Tony & Gloria Kelp Capacity Buyer

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

Print Name: Smiley Inc  
Address: 8000x888  
City: WYden  
State: WA Zip: 98260

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

Print Name: Tony + Gloria Kelp  
Address: 1426 East Howard Ave  
City: Milwaukee  
State: WI Zip: 53207

**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)