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This Deed	of Trust in	ade this	100	17	4
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day of DECEMBER, 1980, between

an unmarried woman, and her son Edward J. Davila, DORA R. DAVILA, 999 Evelyn Terrace W., #95, Sunnyvale, CA 94086 a single man whose address is (number and street) (zone)

Title Insurance and Trust Company, a California corporation, herein called TRUSTEE, and

Larry J. Morgan, unmarried man, herein called BENEFICIARY, Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in County, Nevada, described as: Douglas

## SEE EXHIBIT "A" (LEGAL DESCRIPTION) ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

SEE EXHIBIT "B" (ACCELERATION AND LATE PAYMENT PROVISIONS) ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

THIS DOCUMENT IS BEING RE-RECORDED FOR THE SOLE PURPOSE OF CORRECTING THE STATUS OF TRUSTOR'S.

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 2992 50 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the master form deed of trust recorded April 6, 1977 in the Book and at the page, or document No. of Official Records and Real Estate Recorded April 6, 1977 in the Book and at the page, or document No. of Official Records and Real Estate Records and Res ords in the Office of the county recorder of the county where said property is located, noted below opposite the name of such County, viz: Except that

and the second second	J 01 00011 00	,,	EXCE	ept tnat	covenant No. 1	OT P	rovision	NO. 10 OT	the Master De	eed ot	i rust	
cisudeletec	DOCUMENT No.	воок	PAGE	COUNTY	DOCUMENT No.	воок	PAGE	COUNTY	DOCUMENT No.	воок	PAGE	
Clark	684193	725	San Parket	Humboldt	177079	98	60	Nye	57688	200	646	
Churchill	150674	110	294	Lander	86175	146	208	Carson City	69631	205	475	
Douglas	8240	477	267	Lincoln	59458	20	144	Pershing	98382	82	528	
Elko	013986	244	679	Washoe	457660	1068	135	Storey	40371	6	561	
Esmeralda	63862	32	58	Lyon	32040	76	- N	White Pine	189090	402	4	
Evreka	62824	58	436	Mineral	31324	53	209	<b>N</b> 3				

(which provisions, identical in all counties, are printed on the reverse hereof), hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF NEVADA,  SS.	DElevel 9 Nember
Onpersonally	Delora H. Slavila
appeared before me, a Notary Public,	Jora R. Bavila
	Janet K. Bouma, witness
who also wished all that the assessment	If executed by a Corporation the Corporation Form of
who acknowledged thathe executed the above instrument.	Acknowledgment must be used.
	Title Order No.
D 1950 CA (8-74)	

(Witness — Individual)

STATE OF CALIFORNIA

COUNTY OF Santa Clara

TITLE INSURANCE

December 22, 1980 , before me, the undersigned, a Notary Public, in and for said State, personally appeared Janet K. Bouma \_\_\_\_, known to me to be the person whose name is subscribed to the within Instrument, as a Witness thereto, who being by me duly sworn, deposes and says: resides in Santa Clara County

., and that 😘 e was present and saw Edward J. Davika and Dora R. Davila

personally known to her to be the same person. described in and whose names subscribed to the within and annexed instrument execute the same; and they acknowledged to said affiant that 15cm executed the same; and that affiant subscribed her name thereto as a

Witness to said execution.

WITNESS my hand and official seal.



D. J. BROADHURST

NOTARY PUBLIC — CALIFORNIA PRINCIPAL OFFICE IN SANTA CLARA COUNTY

My Commission Expires May 31, 1981

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BOOK 181 PAGE 1074

(This area for official notarial seal)

## TRUST DEED **EXHIBIT A** (Legal Description)

## **HOLIDAY WEEK USE PERIOD**

PARCEL A: An undivided 1/50th interest as a tenant in common in and to the condominium hereafter described in two parcels:

of Lot 64 as shown on the Map entitled "Tahoe Village Condominium 64 Lot 64, located in "Tahoe Village Subdivision, Unit No. 1" filed for record in the office of the County Recorder of Douglas County, Nevada, on November 12, 1974 in Book 1174 of Maps, at Page 260, as File No. 76343

Parcel 2

TOGETHER WITH an undivided 1/4th interest in and to the common area of Lot\_64\_ as shown on the Map entitled "Tahoe Village Condominium \_64\_", being all of Lot\_64\_, located in "Tahoe Village Subdivision Unit No. 1" filed for record in the office of the County Recorder of Douglas County, Nevada, on November 12, 1974 in Book 1174 of Maps, at Page 260, as File No. 76343

EXCEPTING FROM PARCEL A and RESERVING UNTO GRANTOR, its successors and assigns [including all other "Owners" as defined in that certain Declaration of Covenants, Conditions and Restrictions for Time Sharing Ownership Within Tahoe Village Condominiums, a Condominium Project (the "Time Sharing Declaration"), recorded September 27, 1979, as Instrument No. 37103 in Book 979, Pages 2040 to 2073 of Official Records in the Office of the County Recorder of Douglas County, State of Nevada] an exclusive right to use and occupy said Parcel A during all "Use Periods", including all "Holiday Week Use Periods", "Service Periods" and "Bonus Time" (as these terms are defined in the Time Sharing Declaration) other than the Use Period hereby conveyed to Grantee(s) herein pursuant to the provisions of Parcels B and C hereinafter described, and any Bonus Time used by Grantee(s).

PARCEL B: An exclusive right and easement ("Use Right Easement") to use and occupy a "Unit" within the "Project" and any "(Condominium(s)" (as these terms are defined in the Time Sharing Declaration) that may be annexed into the Project pursuant to Article VIII of the Time Sharing Declaration containing

(i)	Two Bedrooms	( <u>XXXX</u>

(i) Two Bedrooms with a Loft (

during Holiday Week Use Period No. \_\_\_ Thanksgiving Week (as defined in the Time Sharing Declaration) within

of seven (7) days and seven (7) nights

USE GROUP IIB hereby conveyed to Grantee(s), and during any Bonus Time used by Grantee(s). Said Holiday Week Use Period shall comprise the particular Holiday numbered above and the Week in which the Holiday falls. Grantee(s) use of the Holiday Week Use Period is subject to the limitations and conditions set out in the Time Sharing Declaration.

EXCEPTING FROM PARCEL B and RESERVING UNTO GRANTOR, its successors and assigns, all other Use Periods not granted to

Pursuant to the provisions of paragraph 2.2 of Article II of the Time Sharing Declaration, this Time Sharing Interest is conveyed subject to a reservation of an exclusive Use Right Easement for the benefit of all other Time Sharing Interests during all Use Periods and Service Periods and Bonus Time as may be used other than the Use Period conveyed to Grantee(s) and any Bonus Time used by Grantee(s).

PARCEL C: A non-exclusive right to use and occupy the common area of Parcel A during the Use Period conveyed to Grantee(s) and during any Bonus Time used by Grantee(s).

RESERVING UNTO GRANTOR, its successors and assigns, an exclusive right to use and occupy Units and the common areas in the Project for sales, administration purposes and development and improvement purposes pursuant to the provisions of paragraph 3.6 of Article III of the Time Sharing Declaration.

GRANTOR hereby intends to convey to Grantee(s) a Time Sharing Interest. Grantor shall have the right convey the remaining undivided interests and reserved use and occupancy rights as Time Sharing Interests.

The Time Sharing Interest herein is conveyed subject to that certain Declaration of Covenants, Conditions and Restrictions for Tahoe Village Unit No. 1 recorded August 31, 1971, as Instrument No. 54193 in Book 90, Pages 473 to 484; modified by Instrument No. 54194, recorded August 31, 1971, in Book 90, Pages 485 and 486; Instrument No. 63681, recorded January 11, 1973, in Book 173, Pages 229 to 239; Instrument No. 69063 recorded September 28, 1973, in Book 973, Page 812; and Instrument No. 01472 recorded July 2, 1976, in Book 776, Pages 087 and 088, of Official Records in the Office of the County Recorder of Douglas County, State of Nevada, as the same are or hereafter may be amended (the "Master Declaration").

All of the easements, terms, limitations, covenants, conditions, reservations and restrictions contained in the Time Sharing Declaration and the Master Declaration are incorporated herein by reference with the same effect as if fully set forth herein. All of the easements, terms, limitations, covenants, conditions, reservations and restrictions of the Time Sharing Declaration shall bind the Time Sharing Interest granted hereunder and inure to the benefit of the remaining Time Sharing Interests and the Owners thereof; and all such easements, terms, limitations, covenants, conditions, reservations and restrictions of the Time Sharing Declaration shall bind the remaining Time Sharing Interests and the Owners thereof and inure to the benefit of the Time Sharing Interest granted hereunto and the successive Owners thereof.

SUBJECT to real property taxes and assessments of the current fiscal year and all later years, covenants, conditions, uses easements, rights, rights of way and other matters of record on the date hereof.

## **EXHIBIT B.** (ACCELERATION AND LATE PAYMENT PROVISIONS)

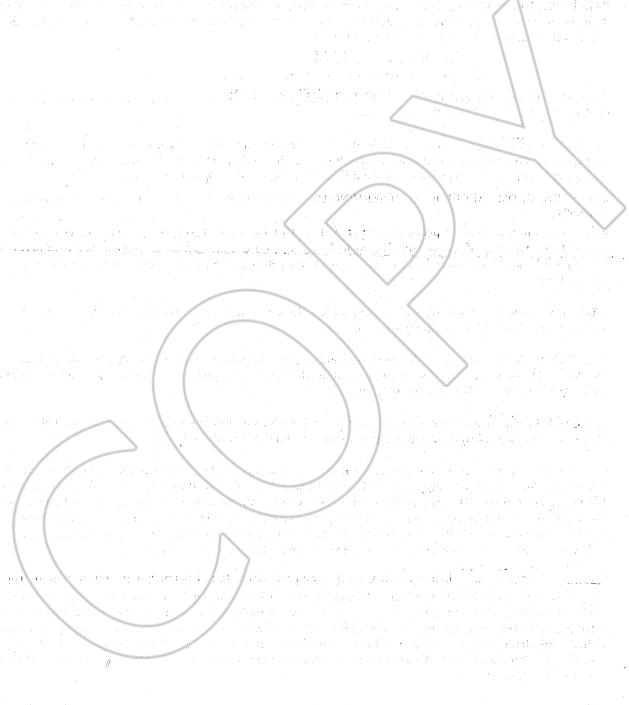
BOOK 181 PAGE 1075

TRUSTOR(S) AGREES that should Trustor(s) sell convey, transfer or dispose of any part or of any interest in said property described in this Deed of Trust without the written consent of the Beneficiary of this Deed of Trust first had and obtained, then Beneficiary shall have the right, at its option, to declare the balance of the note secured by this Deed of Trust forthwith due and payable. Beneficiary agrees not to unreasonably withhold consent, and should consent be given, the Trustor(s) herein agree to pay the sum of Fifty (\$50.00) Dollars concurrently therewith for administrative costs to Beneficiary. **54**839

The payments herein are due on the date set out herein and if said payment is not postmarked within Five (5) days of said

date a late charge of Fun (10%) per cent of the amount due, or Five (\$5.00) Dollars, whichever is greater, shall be charged. idlawild LIBER 381 PAGE 2339

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REQUESTED BY TITLE INSURANCE & TRUST CO.

IN OFFICIAL RECORDS OF DOUGLAS CO. NEVADA

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REQUESTED BY IN OFFICIAL RECORDS OF DOUGLAS CO. NEVADA

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