

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 27th day of March, 1992, by and between MERCHANDISING ENTERPRISES, INC., a California corporation

trustor, to STEWART TITLE OF NORTHERN NEVADA, a corporation, trustee, for HARICH TAHOE DEVELOPMENTS, beneficiary.

WITNESSETH

That the trustor does hereby grant, bargain, sell and convey unto the trustee with power of sale all that certain property situate in Douglas County, Nevada, as follows:

(See Exhibit "A" attached hereto and incorporated herein by this reference.)

AND ALSO all the estate, interest, and other claim, in law and in equity, which the trustor now has or may hereafter acquire in and to said property.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion, reversions and remainders.

FIRST: Payment of an indebtedness in the sum of \$ 9,920.00 evidenced by a promissory note of even date herewith, with interest thereon, according to the terms of said note, which note is by reference made a part hereof, executed by the trustor, delivered to beneficiary, and payable to the order of beneficiary, and any and all modifications, extensions and renewals thereof. Payment of all THE RIDGE TAHOE PROPERTY OWNERS ASSOCIATION assessments, dues and membership fees as they become due and payable.

SECOND: Payment of such additional sums with interest thereon as may be hereafter loaned by beneficiary to trustor as additional advances under this deed of trust by the promissory note or notes of trustor, and payment of any monies advanced or paid out by beneficiary or by the trustee to or for trustor pursuant to the provisions of this deed of trust, and payment of all indebtedness of the trustor to the beneficiary or to the trustee which may exist or be contracted for during the life of this instrument, with interest, and also as security for the payment and performance of every obligation, covenant, promise or agreement contained herein or contained in any promissory note or notes secured hereby

THIRD: The expenses and costs incurred or paid by beneficiary or trustee in preservation or enforcement of the rights and remedies of beneficiary and the duties and liabilities of trustor hereunder, including, but not limited to, attorney's fees, court costs, witnesses' fees, expert witnesses' fees, collection costs, and costs and expenses paid by beneficiary or trustee in performing for trustor's account any obligations of trustor or to collect the rents or prevent waste.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor promises and agrees to pay when due all assessments, dues and membership fees assessed by or owing to THE RIDGE TAHOE PROPERTY OWNERS ASSOCIATION upon the above-described premises and shall not permit said claims to become a lien upon the premises, to comply with all laws affecting said property and not to commit or permit any acts upon said property in violation of any law, covenant, condition or restriction affecting said property.

2. Trustor covenants to keep all buildings that may now or at any time be on said property during the continuance of this trust in good repair and insured against loss by fire, with extended coverage endorsement, for full insurable value in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by beneficiary, naming beneficiary and trustor as insureds, as their interest may appear, and to deliver the policy to beneficiary or to collection agent of beneficiary and in default thereof, beneficiary may procure such insurance and/or make such repairs and expend for either of such purposes, such sums or sums as beneficiary may deem proper, any such advance for repairs or insurance to be deemed secured hereby.

3. Trustor promises and agrees that if default be made in the payment when due of any installment of principal or interest, or obligation, in accordance with the terms of any note secured hereby, or in the performance of any of the covenants, promises or agreements contained herein; or if the trustor becomes insolvent or makes a general assignment for the benefit of the creditors; or if a petition in bankruptcy is filed by or against the trustor, or if a proceeding be voluntarily or involuntarily instituted for reorganization or other debtor relief provided for by the bankruptcy act, EXCEPT AS PROVIDED IN PARAGRAPH 9 IF THE TRUSTOR SHALL SELL, TRANSFER, HYPOTHECATE, EXCHANGE OR OTHERWISE AGREE TO SELL BY CONTRACT OF SALE OR OTHERWISE BE DIVESTED OF TITLE IN ANY MANNER OR WAY, WHETHER VOLUNTARILY OR INVOLUNTARILY, OR BY THE OPERATION OF LAW OR OTHERWISE; then upon the happening of any such events, the beneficiary, at its option may declare all promissory notes, sums and obligations secured hereby immediately due and payable without demand or notice, irrespective of the maturity dates expressed therein, and beneficiary or trustee may record a notice of such breach or default and elect to cause said property to be sold to satisfy the indebtedness and obligations secured hereby.

4. The following covenants, Nos. 1, 3, 4 (interest 10%), 5, 6, 7, (counsel fees 10%), 8 and 9 of NRS 107.030, when not inconsistent with covenants and provisions contained herein, are hereby adopted and made a part of this deed of trust.

5. The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative.

6. The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind the heirs, representatives, successors and assigns of the parties hereto and the beneficiary hereof. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all other genders, and the term "beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

7. The trusts created hereby are irrevocable by the trustor.

8. Beneficiary hereby agrees that in the event of default under the terms of this deed of trust and upon the return to Beneficiary of the Exhibit "A" real property that the liability of Trustor shall be limited to all monies paid to date of the return of the Exhibit "A" real property and that no deficiency judgment shall lie against the trustor.

9. This deed of trust may be assumed only when the following conditions have been met: the payment to beneficiary or assigns of an assumption fee of \$150 per interval week; credit approval of new purchaser; and completion of an acceptance form and statements of acknowledgments by new purchaser of all condominium documents.

IN WITNESS WHEREOF, the trustor has executed this deed of trust the day and year first above written.

MERCHANDISING ENTERPRISES, INC., a California corporation

BY: [Signature] CHARLES M. EORMAN

STATE OF NEVADA, COUNTY OF Douglas } SS.

On _____ personally appeared before me, a Notary Public,

who acknowledged that he executed the above instrument.

Signature _____ (Notary Public)

Notarial Seal

If executed by a Corporation the Corporation Form of Acknowledgment must be used.

Title Order No. _____

Escrow or Loan No. 321073501

SPACE BELOW THIS LINE FOR RECORDER'S USE

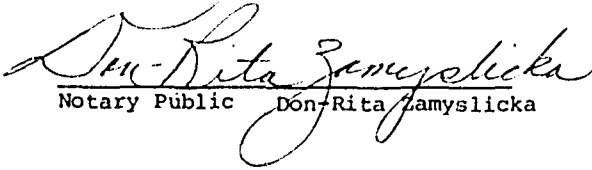
WHEN RECORDED MAIL TO

Name Stewart Title of Northern Nevada P O Box 5297 Street Address Stateline, NV 89449 City & State

69672 LIBER 782 PAGE 1483

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On this 27th day of March in the year 1982, before me the undersigned _____, a Notary Public in and for said state, personally appeared CHARLES M. FORMAN, who is President of the Merchandising Enterprises, Inc. corporation, personally known to me to be the person who executed the above instrument on behalf of said corporation, and acknowledged to me that he executed the same for the purposes therein stated.


Notary Public Don-Rita Zamysocka

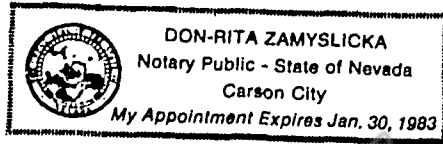


EXHIBIT A

A Timeshare Estate comprised of:

Parcel One:

An undivided 1/51st interest in and to that certain condominium described as follows:

- (a) An undivided 1/20th interest, as tenants-in-common, in and to Lot 32 of Tahoe Village Unit No. 3, Fifth-Amended Map, recorded October 29, 1981, as Document No. 61612 as corrected by Certificate of Amendment recorded November 23, 1981 as Document No. 62661, all of Official Records Douglas County, State of Nevada. Except therefrom units 101 to 120 Amended Map and as corrected by said Certificate of Amendment.
- (b) Unit No. 107 as shown and defined on said last mentioned map and as corrected by said Certificate of Amendment.

Parcel Two:

A non-exclusive right to use the real property known as Parcel "A" on the Official Map of Tahoe Village Unit No. 3, recorded January 22, 1973, as Document No. 63805, records of said county and state, for all those purposes provided for in the Declaration of Covenants, Conditions and Restrictions recorded January 11, 1973, as Document No. 63681, in Book 173 Page 229 of Official Records and in the modifications thereof recorded September 28, 1973 as Document No. 69063 in Book 973 Page 812 of Official Records and recorded July 2, 1976 as Document No 1472 in Book 776 Page 87 of Official Records.

Parcel Three:

A non-exclusive easement for ingress and egress and recreational purposes and for use and enjoyment and incidental purposes over, on and through Lots 29, 39, 40 and 41 as shown on said Tahoe Village Unit No. 3, Fifth Amended Map and as corrected by said Certificate of Amendment.

Parcel Four:

- (a) A non-exclusive easement for roadway and public utility purposes as granted to Harich Tahoe Developments in deed re-recorded December 8, 1981 as Document No. 63026, being over a portion of Parcel 26-A (described in Document No. 01112 recorded June 17, 1976) in Section 30, Township 13 North, Range 19 East, M.D.M., - and -
- (b) An easement for ingress, egress and public utility purposes, 32' wide, the centerline of which is shown and described on the 5th amended map of Tahoe Village No. 3, recorded October 29, 1981 as Document No. 61612 and amended by Certificate of Amendment recorded November 23, 1981 as Document No. 62661, Official Records, Douglas County, State of Nevada.

Parcel Five:

The exclusive right to use said UNIT and the non-exclusive right to use the real property referred to in subparagraph (a) of Parcel One and Parcels Two, Three and Four above during CME "use week" within the WINTER "use season", as said quoted terms are defined in the Declaration of Restrictions, recorded January 11, 1982 as Document No. 63825 of said Official Records.

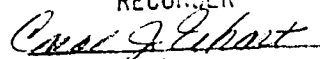
The above described exclusive and non-exclusive rights may be applied to any available unit in the project, during said use week within said season.

REQUESTED BY
STEWART TITLE OF NORTHERN NEVADA

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

8 5-00 pd.
1982 JUL 26 PM 1:19

SUZANNE BEAUDREAU
RECORDER

 69672

NOTE: For use with First Phase Deeds and Deeds of Trust on Lot 32. *dep.* LIBER 782 PAGE 1484