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SHORT FORM DEED OF TRUST
AND ASSIGNMENT OF RENTS

This Deed of Trust is made this 29th day of NOVEMBER, 19 83, between Phillip D. Holley, II, an unmarried ("Trustor"), whose address is man & Diana A. Aragon, an unmarried woman, as Tenancy-In-Common. 5445 Lindley, #4, Tarzana, CA 91356 and Douglas County Title Co., Inc., a Nevada corporation ("Trustee"), and Bank of California, N.A., a national banking association ("Beneficiary"). Trustor hereby irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that certain real property located in Douglas County, Nevada, described as:

An undivided one-three thousand two hundred and thirteenth (1/3213) interest as a tenant-in-common in the following described real property (The Real Property):

A portion of the North one-half of the Northwest one-quarter of Section 26, Township 13 North, Range 18 East, MDB&M, described as follows: Parcel 3, as shown on that amended Parcel Map for John E. Michelsen and Walter Cox recorded February 3, 1981, in Book 281 of Official Records at page 172, Douglas County, Nevada, as Document No. 53178, said map being an amended map of Parcels 3 and 4 as shown on that certain map for John E. Michelsen and Walter Cox, recorded February 10, 1978, in Book 278, of Official Records at page 591, Douglas County, Nevada, as Document No. 17578.

EXCEPTING FROM THE REAL PROPERTY the exclusive right to use and occupy all of the Dwelling Units and Units as defined in the "Declaration of Timeshare Use" as hereinafter referred to.

ALSO EXCEPTING FROM THE REAL PROPERTY AND RESERVING TO GRANTOR, its successors and assigns, all those certain easements referred to in paragraphs 2.5, 2.6 and 2.7 of the Declaration of Timeshare Use together with the right to grant said easements to others.

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TOGETHER WITH THE EXCLUSIVE RIGHT TO USE AND OCCUPY A "Unit" as defined in the Declaration of Timeshare Use recorded February 16, 1983, in Book 283 at page 1341, as Document No. 76233, Official Records of the County of Douglas, State of Nevada ("Declaration"), during a "Use Period", within the High Season within the "Owner's Use Year", as defined in the Declaration, together with a nonexclusive right to use the common areas as defined in the Declaration.

SUBJECT TO all covenants, conditions, restrictions, limitations, easements, rights and rights-of-way of record, together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ 6750.00 dollars with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to the order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by this reference, or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property described above in this document, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A and the parties agree that each and all of the terms and provisions set forth in subdivision B of the fictitious Deed of Trust recorded in the office of the Douglas County Recorder in the State of Nevada on June 14, 1983 in Book 683, page 1069, as Document No. 081511, shall inure to and bind the parties hereto, with respect to the property described above. Said agreements, terms and provisions contained in said subdivision A and B of the fictitious Deed of Trust are by the within reference incorporated herein and made a part of this Deed of Trust for all purposes as if fully set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

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The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address set forth herein.

DATED: September 5, 1983

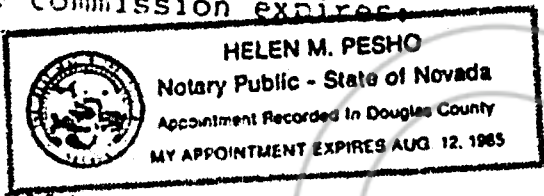
By: Phillip D. Holley II
Phillip D. Holley II
By: Diana A. Aragon
Diana A. Aragon

STATE OF Nevada)
County of Douglas) ss.

Before me, a Notary Public in and for said county and state, personally appeared PHILLIP D. HOLLEY II + DIANA A. ARAGON to me known to be the person who executed the foregoing instrument, who, being by me first duly sworn, acknowledged under oath that he executed the said instrument as his free and voluntary act for the use and purpose therein set forth.

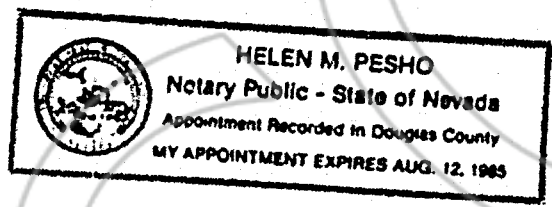
Subscribed and sworn to before me this 5th day of September, 1983.

My Commission expires:



(SEAL)

Helen M. Pesho
NOTARY PUBLIC



REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$7.00
1983 NOV 29 PM 12:25
SUZANNE BEAUDREAU
RECORDER
Betty Henderson
Rep
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