## [FRONT PAGE]

## SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust is made this day of [May , 1984], between Ron Cole and Larraine Ann Cole Husband and ("Trustoe"), whose address is 723 W. Washington Street // Wife as Joint Tenants Lebanon Indiana 46052 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, bargains and sells 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 PROM 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.

TOGETHER WITH THE EXCLUSIVE RIGHT TO USE AND OCCUPY A "Unit" as defined in the Declaration of Timeshare Use

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recorded February 16, 1983, in Book 283 at page 1341, as
Document No. 76233, and amended by an instrument recorded
April 20, 1983 in Book 483 at page 1021, as Document 078917
and again amended by an instrument recorded July 20, 1983
in Book 783, at page 1688 as Document No. 84425, and again
amended by an instrument recorded October 14, 1983 in Book.
1083 at page 2572 as Document No. 089535, 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.

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 master form Deed of Trust recorded in the office of the Douglas County Recorder in the State of Nevada on December 20, 1983 in Book 1283, page 2319, as Document No. 92939, shall inur 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 master form 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:April 7, 1984
-ADEII /- 1984
By: 1 Don Cole
Ron Cole
By: <u>Famuro Con Colo</u> Larraine Ann Cole
STATE OF Nevada ) ss.
County of Douglas
Before me, a Notary Public in and for said county and
state, personally appeared <u>Ron and Larraine Ann Cole</u> 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 7th day of April , 1984.
ly Commission expires:
NOTARY PUBLIC
SFAL)
JOANNE BOSWELL
NOTARY PUBLIC-NEVADA  DOUGLAS COUNTY
My Appointment Expires Sept. 9, 1987
REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF DOUGLAS CO. NEVADA
1984 MAY 1 PM 1: 20
SUZANNE BEAUDREAU
RECORDER

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