

(FRONT PAGE)

SHORT FORM DEED OF TRUST  
AND ASSIGNMENT OF RENTS

This Deed of Trust is made this 23rd day of  
May 1984, between RICHARD T. SPRANKLING a Single Man as  
("Trustor"), whose address is 218 W. Carson /// Sole Owner  
Carson, California 90745 and Douglas County Title  
Co., Inc., a Nevada Corporation ("Trustee"), and Bank of  
California, N.A., a national banking association ("Benefici-  
ary"). 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&N,  
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.

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, 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.

For the purpose of securing (1) payment of the sum of \$ 8190.00 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 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 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 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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