# SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 18 of June 19 87 by and between	
Trustor, to FIRST NEVADA TTILE COMPANY, a Nevada Corporation, Trustee for HARLESK MANAGEMENT INC., Beneficiary,	
WITNESSETH:	
That the trustor does hereby grant, bargain, sell and convey unto the Trustee with power of sale	all that certain property situated 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.  TOOETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and any reversion, or remainders and all rents, issues and profits of said real property, subject to the rights and authority conferred upon Beneficiary under paragraph 8 hereinafter set forth to collect and apply such rents, issues, and profits.	
FOR THE PURPOSE OF SECURING: FIRST: Payment of an indebtedness in the sum of \$ 13,450.00 evidenced by a promissory note of even date herewith, interest thereon, according to the terms of said note, by reference made a part hereof, is executed by the Trustor, delivered to the Beneficiary, and payable to the order of Beneficiary, and any and all modifications, extensions, and renewals thereof.  SECOND: Payment of all the THE RIDGE SIERRA PROPERTY OWNERS ASSOCIATION assessments, dues and membership fees as they become due and payable; and payment when due of all annual operating charges, assessments and fees levied by THE RIDGE TAHOE PROPERTY OWNERS ASSOCIATION (RTIOA)	
pursuant to the membership agreement between Trustor and RTPOA.  THIRD: 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 evidenced by the promissory note or notes of Trustor, and payments 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 exsist 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 or any agreement executed simultaneously with this deed of trust.  FOURTH: 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 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 WITNESS	
1. Trustor promises and agrees; to pay when due all assessments, dues and membership fees assessed by or owing to THE RIDGE SIERRA 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 premises. Trustor promises and agrees to pay when due all annual operating charges, assessments and fees levied by THE RIDGE TAHOE PROPERTY OWNERS ASSOCIATION (RTTOA) pursuant to the membership agreement between Trustor and RTPOA.  2. Annually, Trustor agrees to cause to be delivered to Beneficiary or to the collection agent of Beneficiary a certified copy of the original policy or policies of insurance purchased by THE RIDGE SIERRA PROPERTY OWNERS ASSOCIATION with copies of paid receipts.  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 thereby, 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 creditors; or if a petition in bankruptcy is filed by or against the Trustor, or if a proceeding be voluntarily instituted for reorganization or other debtor relief provided for by the bankruptcy act; OR IF THE TRUSTOR SHALL SELL, TRANSFER, HYPOTHECATE, EXCHANGE OR OTHERWISE AGREE TO SELL BY CONTRACT OR OTHERWISE BE DIVESTED OF TITLE TO THE ABOVE-DESCRIBED PREMISES IN ANY MANNER OR WAY, WHETHER VOLUNTARILY OR INVOLUNTARILY, WHETHER BY THE OPERATION OF LAW OR OTHERWISE EXCEPT BY DESCENT OR DEVISE; then upon the happening of any such event, the Beneficiary, at its option may declare all promissory notes, sums and obligations secured hereby immediately due an 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 satisf	
4. The following covenants, Nos. 1,3,4(interest 18%),5,6,7(reasonable attorneys' fees),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 hereof shall bind, the heirs, representatives, successors and assigns of the parties hereto and the Beneficiary hereof.  7. 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 holder of the indebtedness hereby secured or any transferree thereof whether by operation of law or otherwise.  8. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at anytime without notice, either in person, or by agent of by a receiver to be appointed by a court, and without regard to the adequacy of any security of the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such other as Beneficiary may determi	
STATE OF NEVADA COUNTY OF Douglas On June 18, 1987 personally appeared before me, a Notary Public, DAVID L. SNOOK LINDA M. SNOOK known to me, who acknowledged that The Y executed the above instrument	DAVIDEL. SNOOK
Signature (Notary Public)	If executed by a corporation the Corporation Form of Acknowledgement must be used.
RENEE DAVISON	Title Order No. 0617387
NOTAPY PUBLIC-NEVADA DOUGLAS COUNTY My Appeintment Expires Oct. 25, 1967 Notaria Scal	Title Order No. 0617387  Escrow or Loan No. 0100133
WHEN RECORDED MAIL TO:	SPACE BELOW THIS LINE FOR RECORDERS USE ONLY
NAME: FIRST NEVADA TITLE COMPANY	
ADDRESS: P.O. BOX 3745	
CITY & STATE: STATELINE, NV 89449	

RS Deed of Trust Alternate/Consecutive 8 yr Balloon 0617387/0100133

### EXHIBIT "A"

## LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

A timeshare estate comprised of:

#### PARCEL 1:

An undivided 1/51stinterest in and to that certain condominium estate described as fellows:

- (a) An undivided 1/8th interest as tenants in common, in and to the Common Area of Lot 4 of Tahoe Village Unit No. 3, as shown on map recorded December 27, 1983, as Document No. 93408, Official Records of Douglas County, State of Novada, and as oaid Common Area is shown on the Record of Survey of boundary line adjustment map recorded April 21, 1986, as Document No. 132713, Official Records of Douglas County, State of Nevada.
- (b) Unit No. 001, as shown and defined on said condominium map recorded as Document No. 93408, Official Records of Douglas County, State of Nevada.

#### PARCEL 2:

A non-exclusive easement for ingress and egress for use and enjoyment and incidental purposes over, on and through the Common Areas as set forth in said condominium map recorded as Document No. 93408, Official Records of Douglas County, State of Nevada, and as said Common Area is shown on the Record of Survey of boundary line adjustment map recorded as Document No. 133713, Official Records of Douglas County, State of Nevada.

## PARCEL 3:

An exclusive right to the use of a condominium unit and the non-exclusive right to use the real property referred to in subparagraph (a) of Parcel 1 and 2 above, during one "Use Week" within the "PRIME use season" as that term is defined in the First Amended Restated Declaration of Time Share Covenants, Conditions and Restrictions for The Ridge Sierra recorded as Document No. 134786, Official Records, Douglas County, State of Nevada (the CC&R'S"). The above-described exclusive and non-exclusive rights may be applied to any available unit the The Ridge Sierra project during said "Use Week" in the above referenced "use season" as more fully set forth in the CC&R'S.

FIRST NEVADA TITLE COMPANY

IN OFFICIAL RECORDS OF

COLORED OF THE PROPERTY OF

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