

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 24 of May 19 87, by and between THOMAS R. TILTON AND NORMA L. TILTON, husband and wife

Trustor, to FIRST NEVADA TITLE 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.

TOGETHER 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 \$ 7,450.00 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 (RTPOA) 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 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 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 WITNESSETH:

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 (RTPOA) 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 or involuntarily 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 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 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 transferee 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 determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice hereunder or invalidate any act done pursuant to such notice.

9. This deed of trust may be assumed only with the prior written consent of Beneficiary and upon payment of \$150.00 and credit approval of assuming party.

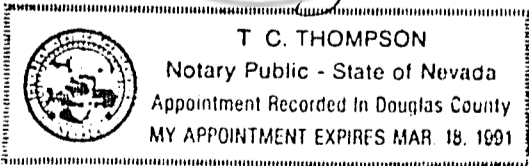
10. In the event of default hereunder and only upon holder's receipt of unencumbered fee title to the real property securing this promissory note, the holder agrees that the liability of the undersigned shall be only for the monies paid to the date of default and that no deficiency judgment shall lie against the undersigned.

11. The trusts created hereby are irrevocable by the Trustor.

STATE OF NEVADA Douglas
COUNTY OF May 24, 1987
On personally
appeared before me, a Notary Public,
Thomas R. Tilton
Norma L. Tilton

known to me, who acknowledged that he executed the above instrument

Signature (Notary Public)



Notarial Seal

TRUSTOR:
Thomas R. Tilton
THOMAS R. TILTON

Norma L. Tilton
NORMA L. TILTON

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

Title Order No. 0505187
Escrow or Loan No. 0200905C

SPACE BELOW THIS LINE FOR RECORDERS USE ONLY

WHEN RECORDED MAIL TO:

NAME: FIRST NEVADA TITLE COMPANY
ADDRESS: P.O. BOX 3745
CITY & STATE: STATELINE, NV 89449

RS Deed of Trust
Alternate/Consecutive 8 yr Variable

157547
787 095

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 1/102nd interest in and to that certain condominium estate described as follows:

- (a) An undivided 1/8th interest as tenants in common, in and to the Common Area of Lot 3 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 Nevada, and as said Common Area is shown on the Record of Survey of boundary line adjustment map recorded April 21, 1986, as Document No. 133713, Official Records of Douglas County, State of Nevada.
- (b) Unit No.009, 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 ALTERNATE use week EVEN numbered years within the PRIME use season, as said terms are defined in the First Amended and Restated Declaration of Timeshare 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 Ridge Sierra project during said "USE WEEK" in the above referenced "use season" as more fully set forth in the CC&R'S.

RECORDED BY
FIRST NEVADA TITLE COMPANY
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'87 JUL -1 A11 :24

SUZANNE BEAUDREAU
RECORDER

PAID *[Signature]* DEPUTY 157547
BOOK 787 PAGE 096