

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS IS A DEED OF TRUST, made this March 13, 1988 by and between Charles E. Smith And Victoria M. Smith, Husband And Wife As Joint Tenants As To An Undivided 1/2 Interest And Gerda D. Metcalf, A Widow As To An Undivided 1/2 Interest All Together As Tenants In Common.

Trutor, to STEWART TITLE of Douglas County, A Nevada Corporation, Trustee for HARICH TAIHOE DEVELOPMENTS, Beneficiary, WITNESSETH:

That the trutor 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 herin by this reference)

AND ALSO all the estate, interest, and other claim, in law and in equity, which the Trutor now has or may hereafter acquire in and to said property.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging to or appertaining, and any reversion, reversions or remainders and all rents, issues and profits of said real property, subject to the rights and authority conferred upon Beneficiary 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 \$ 15,900.00, evidenced by a Promissory Note of even date herewith, with interest thereon, according to the terms of said Note, which Note, is by reference made a party hereof, is executed by the Trutor, delivered to Beneficiary, and any and all modifications, extensions and renewals thereof hereinafter set forth to collect and apply such rents, issues and profits.

SECOND: Payment of all THE RIDGE TAIHOE PROPERTY OWNERS ASSOCIATION assessments, dues and membership fees as they become due.

THIRD: Payment of such additional sums with interest thereon as may be hereafter loaned by Beneficiary to Trutor as additional advances under this Deed of Trust by the Promissory Note or Notes of Trutor, and payments of any monies advanced or paid out by Beneficiary or by the Trustee to or for Trutor pursuant to the provisions of this Deed of Trust, and payment of all indebtedness of the Trutor to the Beneficiary or to the Trustee to or for Trutor pursuant to the provisions of this Deed of Trust, and payment of all indebtedness of the Trutor 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

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 Trutor hereunder, including, but not limited to, attorneys' fees, court costs, witnesses' fees, expert witnesses' fees, collection costs and expenses paid by Beneficiary or Trustee in performing for Trutor's account any obligations of Trutor or to collect the rents or prevent waste.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trutor promises and agrees: to pay when due all assessments, dues and membership fees assessed by or owing to THE RIDGE TAIHOE 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 and property and not to commit or permit any acts upon and property in violation of any law, covenant, condition or restriction affecting and property.

2. Annually, Trutor agrees to cause to be delivered to Beneficiary or to collection agent of Beneficiary a certified copy of the original policy or policies of insurance purchased by THE RIDGE TAIHOE PROPERTY OWNERS ASSOCIATION along with copies of paid receipts.

3. Trutor 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 hereby, or in the performance of any of the covenants, promises or agreements contained herein; or if the Trutor becomes insolvent or makes a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by or against the Trutor, or if a proceeding be voluntarily or involuntarily instituted for reorganization or other debtor relief provided for by the bankruptcy act; EXCEPT AS PROVIDED IN PARAGRAPH 11 IF THE TRUTOR SHALL SELL, TRANSFER, HYPOTHECATE, EXCHANGE OR OTHERWISE AGREE TO SELL BE CONTRACT OF SALE OR OTHERWISE BE DIVESTED OF TITLE IN ANY MANNER OR WAY, WHETHER VOLUNTARILY OR INVOLUNTARILY, OR BY THE OPERATION OF LAW OR OTHERWISE; then upon the happening of any such event, the Beneficiary, at its option, may declare all promisory 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 108.030, when not inconsistent with covenants and provisions by law shall be concurrent and cumulative.

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 thereof 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 payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

8. As additional security, Trutor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these trusts, to collect rents, issues and profits of said property, reserving unto Trutor the right, prior to any default be Trutor in payment of any indebtedness secured hereby or in any time 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 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 order 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 of default hereunder or invalidate any act done pursuant to such notice.

9. The trusts created hereby are irrevocable by the Trutor.

10. Beneficiary hereby agrees that in the event of default under the terms of this deed of trust and upon the return to Beneficiary the Exhibit "A" real property that the liability of Trutor shall be limited to all monies paid to date of the return of Exhibit "A" real property and that no deficiency judgement shall lie against the Trutor.

11. This Deed of Trust may not be assumed without prior written consent of Beneficiary. Should Beneficiary not declare all sums due in accordance with Paragraph 3 above, then this Deed of Trust may only be assumed when the following conditions have been met: the payment to Beneficiary or assigns of an assumption fee of \$150.00 per interval week; credit approval of new purchaser, and completion of an acceptance form and statements of acknowledgements by the new purchaser of all condominium documents.

IN WITNESS WHEREOF, the Trutor has executed this Deed of Trust the day and year first above written.

STATE OF NEVADA, COUNTY OF Douglas

On March 13, 1988 personally appeared before me, a Notary Public,

Charles E. Smith

Victoria M. Smith

Gerda D. Metcalf

TRUSTOR:

Charles E. Smith  
Charles E. Smith

Victoria M. Smith  
Victoria M. Smith

Gerda D. Metcalf  
Gerda D. Metcalf

known to me, who acknowledged that they the above instrument.

Signature

Betty Jean Connelly  
(Notary Public)

BETTY JEAN CONNELLY  
Notary Public - State of Nevada  
Appointment Recorded in Douglas County  
MY APPOINTMENT EXPIRES NOV. 18, 1991  
Notorial Seal

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

Title Order No. 31-089-30-04  
Escrow or Loan No. 04-001290

WHEN RECORDED MAIL TO:

SPACE BELOW THIS LINE FOR RECORDERS USE ONLY

EXHIBIT "A"

A Timeshare Estate comprised of:

PARCEL ONE:

An undivided 1/51st interest in and to that certain condominium described as follows:

- (a) An undivided 1/20th interest, as tenants-in-common, in and to Lot 31 of Tahoe Village Unit No. 3, Fifth-Amended Map, recorded October 29, 1981, as Document No. 61612 as corrected by Certificate of Amendment recorded November 23, 1981, as Document No. 62661, all of Official Records, Douglas County, State of Nevada. Except therefrom units 81 to 100 Amended Map and as corrected by said Certificate of Amendment.
- (b) Unit No. 089 as shown and defined on said last mentioned map as corrected by said Certificate of Amendment.

PARCEL TWO:

A non-exclusive right to use the real property known as Parcel "A" on the Official Map of Tahoe Village Unit No. 3, recorded January 22, 1973, as Document No. 63805, records of said county and state, for all those purposes provided for in the Declaration of Covenants, Conditions, and Restrictions recorded January 11, 1973, as Document No. 63681, in Book 173 Page 229 of Official Records and in modification thereof recorded September 28, 1973, as Document No. 69063 in book 973 Page 812 of Official Records and recorded July 2, 1976, as Document No. 1472 in Book 776 Page 87 of Official Records.

PARCEL THREE:

A non-exclusive easement for ingress and egress and recreational purposes and for the use and enjoyment and incidental purposes over, on and through Lots 29, 39, 40, and 41 as shown on Tahoe Village Unit No. 3 - Seventh Amended Map, recorded April 9, 1986 as Document No. 133178 of Official Records of Douglas County, State of Nevada for all those purposes provided for in the Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded February 14, 1984, as Document No. 96758 of Official Records of Douglas County, State of Nevada.

PARCEL FOUR:

- (a) A non-exclusive easement for roadway and public utility purposes as granted to Harich Tahoe Developments in deed re-recorded December 8, 1981, as Document No. 63026, being over a portion of Parcel 26-A (described in Document No. 01112, recorded June 17, 1976) in Section 30, Township 13 North, Range 19 East, -and-
- (b) An easement for ingress, egress and public utility purposes, 32' wide, the centerline of which is shown and described on the Seventh Amended Map of Tahoe Village No. 3, recorded April 9, 1986, as Document No. 133178 of Official Records, Douglas County, State of Nevada.

PARCEL FIVE:

The Exclusive right to use said UNIT and the non-exclusive right to use the real property referred to in subparagraph (a) of Parcel One and Parcels Two, Three, and Four above during ONE "use week" within the "Spring/Fall use season", as said quoted terms are defined in the Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Ridge Tahoe, recorded February 14, 1984, as Document No. 96758 of Official Records of Douglas County, State of Nevada.

The above described exclusive and non-exclusive rights may be applied to any available unit in the project during said use week within said use season.

REQUESTED BY  
**STEWART TITLE OF DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

'88 MAR 23 P12:10

SUZANNE BLAUDREAU  
RECORDER

*U-Paid up* DEPUTY

**174883**

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