SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS IS A DEED OF TRUST, made this October 11, 1989 by and between Randy Burgess and Judy Burgess, husband and wife as joint tenants with right of survivorship

Trustor, to STEWART TITLE of Douglas County, A Nevada Corporation, Trustee for HARLESK MANAGEMENT, INC., a Nevada Corporation, 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 Clark 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 Trustor 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 read property, subject to the rights and authority conferred upon Beneficiary hereinafter set forth to collect and apply such rents, issues and profits of said read property, subject to the rights and authority conferred upon Beneficiary hereinafter set forth to collect and apply such rents, issues and profits. FIRST: Payment of an indebtedness in the sum of \$ 12,555.00, evidenced by a Promissory Note of even date herewith, with interest thereon, according to the terms of said Promissory Note, which Promissory Note is by reference made a part hereof, is executed by the Trustor, delivered to Beneficiary, and payable to the order of Beneficiary and any and all modifications, extensions and renewals thereof.

SECOND: Payment of all Till ERIDGE 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 or by the Trustoe 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 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

AND THIS INDENTURE FURTHER WITNESSETH:

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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 any acts upon the 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 not commit or permit any acts upon the premises in volution of any Law, Covenant, Condition or Kentriction affecting said premises. Trustor promises and and commit or permit any acts upon the premises in volution of any Law, Covenant, Condition or Kentriction affecting said premises. Trustor promises and and premises are consistent on the premises and the premises of the premises of the premises of the premises of the membership agreement between frustor and KTPOA.

2. Annually, Trustor agrees to cause to be delivered to be endicated to to collection agent of Beneficiary a certified copy of the original policy or policies of instruance 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 premise or agreements contained herein; or of the Trustor becomes insolvent or makes a general assignment for the benefit of creditors; or if a pretion in bankrupicy is filed any against the Trustor, or if a preceding by columnarily and the terms of any from the preference of any of the covenants, promises or agreements contained herein; or of the Trustor becomes insolvent or makes a general assignment for the benefit of creditors; or if a petition in bankrupicy is filed any against the Trustor, or if a premised by a contract of any against the Trustor, or if a premised by a contract of any against the Trustor, or ag

STATE OF NEVADA, COUNTY OF DOUGLAS

On October 11, 1989 personally appeared before me, a Notary Public,

Randy Burgess

Judy Burgess

Randy Burgess

TRUSTOR:

Judy Burgess

acknowledged that

personally known to me, who acknothey executed the above instrument.

Signature

(Notary Public)

JAMES COLSON

Notary Public - State of Nevada Appointment Recorded in Douglas County

MY APPOINTMENT EXPIRES SEPT. 15, 1993

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

Title Order No.

Escrow or Loan No.

Notorial Seal

SPACE BELOW THIS LINE FOR RECORDERS USE ONLY

05-032-11-03

WHEN RECORDED MAIL TO:

RSSFDTR1.DCJ 2/08/89

214103

A timeshare estate comprised of:

PARCEL 1:

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

- (a) An undivided 1/6th interest as tenants in common, in and to the Common Area of Lot 21 of Tahoe Village Unit No. 1, as shown on the map recorded December 27, 1983, as Document No. 93406, 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. A2 as shown and defined on said condominium map recorded as Document No. 93406, Official Records of Douglas County, State of Nevada.

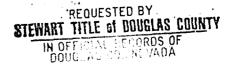
PARCEL 2:

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. 93406, 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 Parcel 2 above, during one "Use Week" within the "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 in The Ridge Sierra project during said "use week" in the above-referenced "use season" as more fully set forth in the CC&R'S,

A Portion of APN 40-360-10



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