THIS IS A DEED OF TRUST, made this August 18, 1990 by and between Joint tenants with right of survivorship

Trustor, to STEWART TITLE of Douglas County, A Nevada Corporation, Trustee for HARICH TAHOE DEVELOPMENTS, a Nevada general partnership, 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

Intact 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 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 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 \$7,920.00, 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 RIDGE CREST 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 Trustor as additional advances under this Deed of Trust 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 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, co

AND THIS INDENTURE FURTHER WITNESSETH:

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 RIDGE CREST 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 and not commit to premit any acts upon the premises in violation of any law, covenant, condition or restriction affecting said premises and not commit to premit any acts upon the premises in violation of any law, covenant, condition or restriction affecting said premises and the premises of any law, covenant, condition or restriction affecting said premises.

(RTPOA) pursuant to the method of the premises of any fromises of 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 fromiseny Note secured hereby, or in the performance of any of the covenants, promises or agreements contained herein; or of the Trustor becomes insolvent or makes a general satignment for the benefit of creditors; or if a petition in bankwaptey is filed by against the Trustor of the Trustor becomes insolvent or makes a general satignment for the benefit of creditors; or if a petition in bankwaptey is filed by against the Trustor of the Trustor becomes insolvent or makes a general satignment for the benefit of creditors; or if a petition in bankwaptey is filed by against the Trustor of the Trustor becomes insolvent or makes a general satignment for the benefit of creditors; or if a petition in bankwaptey is filed by against the Trustor of the Trustor becomes insolvent or makes a general satignment of the petition of the pet

STATE OF NEVADA, COUNTY OF DOUGLAS On August 18, 1990 personally appeared before me, a Notary Public, GEOFFREY SMITH **GEOFFREY SMITH** MARGIE A. SMITH MARGIE A. SMITH

personally known to me, (or proved to me on the basis of satisfactory evidence) who acknowledged that they executed the above instrument.

Signature (Notary Public)

Mille Mary Miller, witness

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

Title Order No. 49-201-23-01 Escrow or Loan No.

SPACE BELOW THIS LINE FOR RECORDERS USE ONLY

WHEN RECORDED MAIL TO:

Notorial Scal

4920123A RCSFDTR1.#OA 6/08/90

233368

STATE OF <u>NEVADA</u> COUNTY OF <u>DOUGLAS</u>

On this <u>18th</u> day of <u>August</u> , 19 <u>90</u> , personally appeared
before me, the undersigned, a Notary Public in and for the County of Douglas, State
of Nevada, <u>Mary Miller</u> , known to me or has proved to me to be
tha same person whose name is subscribed to the attached instrument as a witness to
the signatures of Geoffrey Smith and Margie A. Smith,
and upon oath did depose that she was present and saw them affix their
signaturesto the attached instrument and that thereupont he/ acknowledged
to her that they executed the same freely and voluntarily and for the uses and
purposes therein mantioned, and that as such witness thereupon subscribed her name
to said instrument as witness thereto.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp
at my office in the County of Douglas, the day and year this certificate first above
written.

Signature of Notary



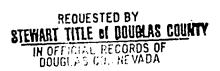
EXHIBIT "A"

RIDGE CREST LEGAL

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 1/26th interest as tenants in common, in and to the Common Area of Ridge Crest condominiums as said Common Area is set forth on that condominium map recorded August 4, 1988 in Book 888 of Official Records at page 711, Douglas County, Nevada, as Document No. 183624.
 - (b) Unit No. 20/ as shown and defined on said condominium map recorded as Document No. 183624, 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 Area as set forth in said condominium map recorded as Document No. 183624, 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" as that term is defined in the Declaration of Timeshare Covenants, Conditions and Restrictions for The Ridge Crest recorded April 27, 1989 as Document No. 200951 of Official Records, Douglas County, State of Nevada (the "CCGR's"). The above described exclusive and non-exclusive rights may be applied to any available unit in The Ridge Crest project during said "use week" as more fully set forth in the CCGR's.

A Portion of APN 40-370- ()



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SUZANNE BEAUDREAU
RECORDER
233368

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