

COLLATERAL ASSIGNMENT OF DEEDS OF TRUST

KNOW BY ALL MEN BY THESE PRESENTS, That HARICH TAHOE DEVELOPMENTS, a Nevada general partnership having its principal office at 295 Lake Village, Suite 11, Stateline, Nevada 89449, in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby ASSIGN, TRANSFER and SET OVER to THE LIBERTY BANK FOR SAVINGS, a Connecticut corporation having its principal office at 315 Main Street, Middletown, Connecticut 06457, all those Deeds of Trust described in Schedule A annexed hereto, together with the notes secured thereby and all monies due and to become due on account of said notes from the date hereof.

TO HAVE AND TO HOLD the same unto the said The Liberty Bank for Savings, its successors and assigns, to its and their benefit forever.

AND Harich Tahoe Developments, for itself, its successors and assigns, represents and warrants to The Liberty Bank for Savings, its successors and assigns, that the original principal amounts of the notes shown on Schedule A annexed hereto, are in all cases true and correct.

This Assignment has been made and delivered to secure the payment of (a) all amounts at any time owing by Harich Tahoe Developments to The Liberty Bank for Savings pursuant to the provisions of a Loan Agreement dated March 17, 1989, between Harich Tahoe Developments and The Liberty Bank for Savings (the "Loan Agreement"), (b) all amounts at any time owing by Harich Tahoe Developments to The Liberty Bank for Savings on account of a promissory note in the amount of Ten Million (\$10,000,000.00) Dollars, dated March 17, 1989, made by Harich Tahoe Developments, payable to the order of The Liberty Bank for Savings and delivered to The Liberty Bank for Savings pursuant to the Loan Agreement and (c) all costs of collecting the amounts described at (a) and (b) above.

"When used herein, the term "Loan Agreement" means the said Loan Agreement dated March 17, 1989, as reinstated pursuant to a Reinstatement Agreement between Harich Tahoe Developments and The Liberty Bank for Savings, dated December 12, 1989, as modified by a letter agreement between Harich Tahoe Developments and The Liberty Bank for Savings, dated April 5, 1990, and '... all amounts owing by Harich Tahoe Developments to The Liberty Bank for Savings' on account of said promissory note shall include all amounts advanced by the Liberty Bank for Savings to Harich Tahoe Developments pursuant to the Loan Agreement as reinstated, and including all amounts advanced by The Liberty Bank for Savings to Harich Tahoe Developments pursuant to the Loan Agreement as reinstated, and including all amounts advanced by The Liberty Bank for Savings to Harich Tahoe Developments during the Extended Advance Period."

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IN WITNESS WHEREOF, Harich Tahoe Developments has caused this Assignment to be executed on its behalf this 23rd day of April, 1991.

Signed, Sealed and Delivered
in the Presence of:

HARICH TAHOE DEVELOPMENTS
A Nevada General Partnership
By RIDGEWOOD DEVELOPMENTS, INC.
A Partner

By [Signature]
Brian Walkerley
Its Agent

and

By LAKEWOOD DEVELOPMENTS, INC.
A Partner

By [Signature]
Brian Walkerley
Its Agent

STATE OF NEVADA :
 :
COUNTY OF DOUGLAS : ss.



On this 23rd day of April, 1991, before me, the undersigned officer, personally appeared the above named Brian Walkerley, to me known and known to me to be the Agent of Ridgewood Developments, Inc. and the Agent of Lakewood Developments, Inc., both Nevada corporations and the only partners of Harich Tahoe Developments, a Nevada general partnership, and the person executing these presents in behalf of said corporations as partners of Harich Tahoe Developments, the party executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed in such capacities, and the free and deed of Harich Tahoe Developments.

IN WITNESS WHEREOF, I hereunto set my hand.

[Signature]

Notary Public
My Commission Expires 1-10-95

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HARICH TAHOE DEVELOPMENTS

SCHEDULE A

All of the Deeds of Trust listed on this Schedule encumber Timeshare Interests in Units of The Ridge Tahoe, a timeshare condominium located at Douglas County, Nevada, created by Fourth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions For The Ridge Tahoe dated January 30, 1984 and recorded in the office of the County Recorder, Douglas County, Nevada as Document 96758 at Book 284, Page 5202, as amended.

<u>Name</u>	<u>Account Number</u>	<u>Interest Rate</u>	<u>Original Balance</u>	<u>Current Balance</u>	<u>Book</u>	<u>Recording Page</u>	<u>Data Document #</u>
Lusk, K.	3704131A	13.95	15,750.00	15,373.34	990	3415	235193

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

91 APR 24 P1:11

SUZANNE BEAUDREAU
RECORDER

\$ 7.00 PAID KQ DEPUTY

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