SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 9TH day of July 1991, between

GEORGE SMITH, an unmarried man, herein called TRUSTOR,

whose address is: 20600 LAKE CHABOT RD. #201,, CASTRO VALLEY, CA 94546

and STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, herein called TRUSTEE, and

RICHARD H. JEWELL and SHIRLEY L. JEWELL, husband and wife, herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that property in City of STATELINE,, DOUGLAS County, Nevada, described as:

RIDGE TAHOE TIMESHARE WEEK #31-088-32-01 AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

IN THE EVENT TRUSTOR SHALL SELL, CONVEY OR ALIENATE SAID PROPERTY, OR ANY PART HEREOF, OR ANY INTEREST THEREIN, OR SHALL BE DIVESTED OF THEIR TITLE OR ANY INTEREST THEREIN IN ANY MANNER OR WAY, WHETHER VOLUNTARY OR INVOLUNTARY, WITHOUT THE WRITTEN CONSENT OF THE BENEFICIARY BEING FIRST HAD AND OBTAINED, BENEFICIARY SHALL HAVE THE RIGHT, AT THEIR OPTION, TO DECLARE ANY INDEBTEDNESS OR OBLIGATIONS SECURED HEREBY, IRRESPECTIVE OF THE MATURITY DATE SPECIFIED IN ANY NOTE EVIDENCING THE SAME, IMMEDIATELY DUE AND PAYABLE.

Together with the rents, issues and profits thereof, subject, however, to right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

For the purpose of securing (1) payment of the sum of \$ 5,000.00

For the purpose of securing (1) payment of the sum of \$ 5,000.00 the interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in Subdivision A, and it mutually agreed that each and all of the terms and provisions set forth in Subdivision B of the Fictitious Deed of Trust recorded in the office of each County Recorder in the State of Nevada, in the book and at the page thereof, or under the document file number, noted below opposite the name of such county, namely:

o name of buen ocancy, namely,								
١	COUNTY	BOOK	PAGE	DOC.NO.	COUNTY	BOOK	PAGE	DOC.NO.
	Carson City	y	/	000-52876	Lincoln	73	248	86043
	Churchill		/	224333	Lyon			0104086
	Clark	861226		00857	Mineral	112	352	078762
	Douglas	1286	2432	147018	Nye	558	075	173588
	Elko	545	316	223111	Pershing	187	179	151646
	Esmeralda	110	244	109321	Storey	055	555	58904
	Eureka	153	187	106692	Washoe	2464	0571	1126264
	Humboldt	223	781	266200	White Pine	104	531	241215
	Lander	279	034	137077				

shall inure to and bind the parties hereto with respect to the property above described. Said agreement, terms and provisions contained in said Subdivision A and B, (identical in all counties and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefore does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee of not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The undersigned Trustor requests that a copy of any notice of default default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA

:SS

COUNTY OF ALAMESA

_, personally appeared before me, a Notary

Public, _

personally known or proved to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the same for the purposes therein stated.

Notary Public

ស្គានស្គានស្គានស្គានស្គានសម្រា<mark>ងប្រជាពលរដ្ឋភ</mark>ិ LESLI VIERRA

NOTARY PUBLIC Alameda County, California

My commission expires Mar. 29, 190 Zancaramanni Standanni Ontantali Dagana (C. 1917)

WHEN RECORDED, MAIL TO: RICHARD H. AND SHIRLEY L. **JEWELL** 22670 BEECH STREET, HAYWARD, CA 94541

> HARTMAN & ARMSTRONG, LTD. Attorneys at Law 417 West Plumb Lane Reno, Nevada 89509

A TIMESHARE ESTATE COMPRISED OF:

PARCEL ONE

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

- An undivided 1/20th interest as tenants- in- common, in and to Lot 31 as shown on Tahoe Village Unit No. 3-10th Amended Map, Recorded September 21, 1990 as Document No. 235008, Official Records of Douglas County, State of Nevada. Except therefrom Units 081 through 100 (inclusive) as shown on 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.
- as shown and defined on said last (B) Unit No. mentioned map as corrected by said Certificate of Amendment.

PARCEL TWO

- easement for roadway and public (A) a non-exclusive 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 M.D.B.& M.; and
- An easement for ingress, egress and public utility purposes, 32' wide, the centerline of which is shown and described on (B) 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 THREE

A non-exclusive right to use the real property known as "Common Area" as shown on Tahoe Village Unit No. 3-10th Amended Map, Recorded September 21, 1990 as Document No. 235008 of the Douglas County Recorder's Office, Douglas County, Nevada, within Section 30, Township 13 North, range 19 East, M.D.B.& M. 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 modifications thereof: (1) recorded September 28, 1973, as Document No. ifications thereof: (1) recorded September 28, 1973, as Document No. 69063 in Book 973 Page 812 of Official Records; (2) recorded July 2, 1976, as Document No. 1472 in Book 776 Page 87 of Official Records; and (3) recorded July 26, 1989, as Document No. 207446, in Book 789, Page 3011.

PARCEL FOUR

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, 30, 35, 39, 40, and 41 as shown on Tahoe Village Unit No. 3 - 10th Amended Map, Recorded September 21, 1990 as Document No. 235008 of the Douglas County Recorder's Office, Douglas County, Nevada, within Section 30, Township 13 North, Range 19 East M.D.B.& M. 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 and as amended from time to time of Official Records of Douglas County, State of Nevada. of Official Records of 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 "...e 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 Lots 31, 32, or 33 only during said use week within said use season.

A Portion of APN 42-170-10

PEQUESTED BY STEWART TITLE of DOUSLAS COUNTY

91 JUL 25 P2:17

256038 \$ 700 \$ 100 \$