

M50402-E

After Recording Mail to:
Vacation Internationale
Attn: Landon Estep
P.O. Box 1970
Seattle, WA 98111

DEED OF TRUST
AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 1st day of December,
91 1989, by and between VACATION INTERNATIONALE, LTD., hereinafter BB
referred to as "Trustor," to WESTERN TITLE COMPANY, a corporation,
CONSTANCE SCZENSY, Trustee
Trustee, /for THE CONSTANCE SCZENSY TRUST, dated April 2, 1971,
Beneficiary,

W I T N E S S E T H:

That the Trustor does hereby grant, bargain, sell and convey unto the Trustee in trust with power of sale all that certain real property together with any and all appurtenant water rights situated in Douglas, State of Nevada, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

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

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon the Beneficiary to collect and apply such rents, issues and profits; and also all the estate, right, title and interest, homestead or other claim or demand, as well in law as in equity,

which the Trustor now has or hereafter may acquire of, in, and to the said property, or any part thereof, with the appurtenances; and all of the water rights whether surface or underground, certificated, adjudicated or decreed, together with all of means, methods, structure and devices for diversion to beneficial use of the appurtenant water rights.

TO HAVE AND TO HOLD the same unto the said Trustee and its successors, upon the trusts hereinafter expressed, for the purpose of securing the following:

FIRST: As security for the payment of an indebtedness in the sum of \$ 172,993.72 in lawful money of the United States of America, with interest thereon in like lawful money and such other obligations with expenses and counsel fees according to the terms of and evidenced by the promissory note for said sum of even date herewith executed and delivered by the Trustor to the Beneficiary.

SECOND: Payment of such additional amounts as may be hereafter loaned by the Beneficiary or its successors, to the Trustor, or any successor in interest of the Trustor, with interest thereon and any other indebtedness or obligation of the Trustor, and any present or future demands of any kind or nature which the Beneficiary, or its successor, may have against the Trustor, whether created directly or acquired by assignment; whether absolute or contingent; whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; also as security for the

payment and performance of every obligation, covenant, promise or agreement herein or in any note or notes secured by this deed of trust, or in connection with the preservation of the property encumbered herein or the preservation or enforcement of the lien created hereby. Trustor grants to Beneficiary the right to record notice that this deed of trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of the Trustor for which Beneficiary may claim this deed of trust as security.

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

AND THIS INDENTURE FURTHER WITNESSETH:

1. REPAIRS, MAINTENANCE, WASTE, LIENS AND ENCUMBRANCES:

The Trustor promises to properly care for, maintain, and keep the said property in first class condition, order and repair; to properly care for, maintain and protect all appurtenant water rights, and to repair all buildings, improvements and fixtures damaged or destroyed thereon; and to pay, when due, all claims for labor performed and for materials furnished therefor; to underpin and support, when necessary, any building or other improvement

situate thereon, and otherwise to protect and preserve the same; to comply with all laws, ordinances and regulations with reference to any alterations or improvements made thereon; not to commit or permit any waste or deterioration of said property; to pay, when due, all taxes, assessments, penalties and levies affecting said property and any costs or penalties thereon; to pay when due, all leases, mortgages, deeds of trust and other encumbrances which are or appear to be a lien or a charge upon the property, or any part thereof, either prior or subordinate to this deed of trust.

2. INSURANCE: Trustor covenants to keep or cause to be kept all buildings and improvements that may now or at any time be on said property during the continuance of this trust, insured by an all-risk policy of insurance, including but not limited to, coverage for loss by fire, lightning and flood with extended coverage endorsement not less than the amount of the loan and with no coinsurance.

Trustor covenants to keep relative to the premises, including all buildings and improvements, that may now, or at any time be on said property during the continuance of this trust, public liability and property damage insurance.

All insurance policies provided pursuant to this paragraph shall name Beneficiary as a mortgagee and loss payee as its interest appears, shall be with a company or companies authorized to issue such insurance in the State of California rated "A" or better in the "Best's Ratings" book approved by Beneficiary

and shall provide thirty (30) days written notice to Beneficiary prior to policy cancellation or modification.

3. DEFAULT: Trustor promises and agrees that upon the happening of any one of the following events, the Beneficiary, at its option, may declare all promissory 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:

(a) If default be made in the payment when due of any installment of principal or interest, or obligation as provided herein, or in the performance of any of the covenants, promises or agreements contained in this Deed of Trust and Assignment of Rents; or

(b) If default be made in the payment of any installment of principal or interest, or obligation, in accordance with the terms of any note or notes secured by a deed of trust, if any, which are subordinate to or which have priority over this Deed of Trust and Assignment of Rents securing this note, or in the performance of any of the covenants, promises or agreements contained in any such subordinate or prior deed of trust; or

(c) If the Trustor becomes insolvent or makes a general assignment for the benefit of creditors, or consents

to or applies for the appointment of a trustee or receiver for the property encumbered hereby, or any part thereof; or

(d) If a trustee or receiver is appointed for said property or any part thereof; or

(e) IN THE EVENT THE REAL PROPERTY, ENCUMBERED BY THIS DEED OF TRUST AND ASSIGNMENT OF RENTS, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, IS SOLD, AGREED TO BE SOLD BY CONTRACT OF SALE OR OTHERWISE CONVEYED OR ALIENATED BY THE TRUSTOR; OR

(f) IF THE TRUSTOR SHALL BE DIVESTED OF TITLE TO THE SAID REAL PROPERTY OR ANY PART THEREOF, IN ANY MANNER OR WAY, WHETHER VOLUNTARILY OR INVOLUNTARILY, OR BY THE OPERATION OF LAW OR OTHERWISE; OR

(g) IN THE EVENT SAID REAL PROPERTY OR ANY PART THEREOF, OR ANY INTEREST THEREIN IS, IN ANY WAY, ENCUMBERED, MORTGAGED, PLEDGED, OR ASSIGNED AS SECURITY, COLLATERAL, OR OTHERWISE.

If a proceeding be either voluntarily or involuntarily instituted for reorganization of Trustor or for any other debtor relief provided for by the Bankruptcy Code whether filed by or against Trustor, the obligations under this note are automatically accelerated without further action by Beneficiary or Trustee.

4. INSPECTION OF PROPERTY: The Beneficiary or its collection agent shall have access to and the right to inspect said property at all reasonable times.

5. EMINENT DOMAIN: If the above-described property, or any portion thereof, be condemned under any power of eminent domain or acquired for any public use or quasi-public use, the damages, proceeds and consideration for such acquisition to the extent of the full amount of indebtedness secured hereby remaining unpaid, are hereby irrevocably assigned by Trustor to Beneficiary, and shall be paid forthwith to Beneficiary, to be applied on account of the last maturing installments of such indebtedness. Such payment will not constitute a prepayment under the terms of the prepayment charge provisions of the promissory note secured hereby.

6. COMPLIANCE WITH LAW: Without limiting any other provision contained herein relating to the same or similar matters as hereinafter set forth, Trustor covenants and agrees to observe and comply with all applicable federal, state, and local statutes, ordinances, regulations, orders, and restrictions.

7. ASSIGNMENT OF RENTS: As a portion of the security hereunder, Trustor hereby assigns and gives to and confers upon the Trustee and Beneficiary the right, title and interest and, during the continuance of these trusts, to collect the rents, issues and profits of the property encumbered by this deed of trust, with or without taking possession of the property affected hereby, and further assigns to Beneficiary all the right, title and interest in and to any and all leases now or hereafter on or affecting the encumbered property, reserving unto the Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby, or in the performance of any agreement hereunder, to

collect and retain such rents, issues and profits as they may accrue and become payable. The foregoing assignment of any lease shall not be deemed to impose upon the Trustee and Beneficiary any of the obligations or duties of Trustor provided in any such lease, and Trustor agrees to fully perform all obligations of the lessor under all such leases.

The Trustee or Beneficiary may enter the encumbered property and inspect the same at any time during the existence of the trust hereby created, and in case default be made in the payment of any sum secured hereby, or in the performance of any act the performance of which is secured hereby, the Trustee or Beneficiary shall be entitled at any time, at its option either by itself, by an agent, or a Receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, to enter upon and take possession of the encumbered property, or any part thereof, and to do and perform such acts of repair, cultivation, protection or irrigation as may be necessary or proper to conserve the value thereof; to rent or lease the same or any part thereof for such rental, term and upon such conditions as its judgment may dictate, and to collect and receive the rents, issues and profits thereof; (which rents, issues, and profits, present and future, are hereby assigned to the Beneficiary as further security, but which assignment Trustee or Beneficiary agrees not to enforce so long as Trustor is not in default in payment of any sum or performance of any act to be made or performed hereunder), and to apply such rents, issues, and profits,

to the reduction or satisfaction of any obligation secured by this deed of trust, and also to do any other act or acts, as it may deem necessary or proper, in the use, management or operation of the said premises, or to protect or conserve the value thereof, the specific enumerations herein not excluding the general. In the event that the Trustee or Beneficiary shall exercise the option granted in this paragraph the Trustor agrees to surrender to the Beneficiary peaceable possession of said property, and not to interfere in any manner with the exercise of the rights granted herein; and the expenses therein incurred, including compensation to said Beneficiary, its designated agent or Receiver, for attorneys' fees, costs and related expenditures, shall be deemed to be a portion of the expense of this trust, and secured hereby. Trustor also assigns to Beneficiary, as a portion of the security for the performance of the obligations secured hereby, all prepaid rents and all monies which have been or may hereafter be deposited with said Trustor by any lessee of the property encumbered by this deed of trust, to secure the payment of any rent, and upon default in the performance of any of the provisions hereof Trustor agrees to deliver said rents and deposits to the Trustee.

Trustor shall not, without Beneficiary's prior written consent, further assign the rents, issues and profits from the encumbered property, nor enter into any agreement or do any act to amend, modify, extend, terminate or cancel, accept the surrender, subordinate, accelerate the payment of rent, or change the terms of

any renewal option of any lease now or hereafter affecting such property or any portion thereof.

8. EXERCISE OF POWERS AND REMEDIES: Each and every power or remedy herein specifically given shall be in addition to every other power or remedy, existing or implied, now or hereafter given or existing in law or in equity, and each and every power and remedy herein specifically given or otherwise so existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by Beneficiary or the holder of the Promissory Note and the exercise or the beginning of the exercise of one power or remedy shall not be deemed a waiver of the right to exercise at the same time or thereafter any power or remedy. No delay or omission of the Beneficiary in the exercise of any right or power accruing hereunder shall impair any such right or power or be construed to be a waiver of any default or acquiescence therein.

9. SEVERABILITY: The unenforceability or invalidity of any provision or provisions of this deed of trust as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other persons or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

10. SUCCESSORS AND ASSIGNS: The benefits of the covenants, terms, conditions, and agreements contained herein shall accrue to, and the obligations thereof shall bind the heirs, representatives, successors, and assigns of the parties hereto and the Beneficiary hereof. However, nothing in the foregoing shall be

implied to mean that Beneficiary has or will consent in any fashion to an assignment or delegation of the duties hereunder. 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 holder of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

11. RECOGNITION OF INTEREST: This Deed of Trust is intended to encumber a condominium unit as described on Exhibit "A" attached hereto. The condominium unit, together with other condominium units at the project known as Kingsbury of Lake Tahoe are the subject of restrictive covenants establishing a timeshare regime. The lien of this Deed of Trust is subject and subordinate to the VACATION TIMESHARE TRUST AGREEMENT dated August 28, 1990, recorded as Document No. 233399 of Official Records of Douglas County, Nevada and to the prior recorded covenants, conditions and restrictions for the Kingsbury of Tahoe Resort. Beneficiary agrees to recognize and not disturb the quiet and peaceful enjoyment of timeshare owners in the Project in the event of foreclosure. Moreover, Beneficiary agrees to execute a full reconveyance and authorize the recordation of such document upon receipt of the sum set forth in Paragraph First above, together with accrued and unpaid interest.

12. NOTICES: Any notice or demand to be given or required by the terms of this deed of trust shall be given to the

Trustor and Beneficiary by certified or registered mail at the following addresses:

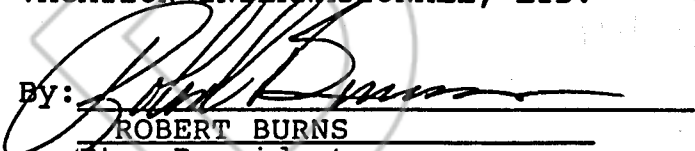
Beneficiary: THE CONSTANCE SCZENSY TRUST
c/o CONSTANCE SCZENSY
HPG/Technology
1133 Maple Road / Suite 103 P.O. Box 729
Troy / MI / 48063 Bloomfield; MI 48303



Trustor: VACATION INTERNATIONALE, LTD.
1417 116th N.E.
Bellevue, WA 98004

IN WITNESS WHEREOF, the Trustors have executed this Deed of Trust and Assignment of Rents the day and year first above written.

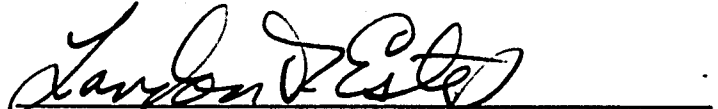
VACATION INTERNATIONALE, LTD.

By: 
ROBERT BURNS
Its President

JEAL

STATE OF WASHINGTON)
 : ss.
COUNTY OF KING)

On this 17th day of December, 1991,
personally appeared before me, a notary public, _____
Robert Burns, personally known (or proved) to me to be the
person whose name is subscribed to the above instrument, who
acknowledged to me that he is the President of
VACATION INTERNATIONALE, LTD., and who further acknowledged to me
that he executed the foregoing instrument on behalf of said
corporation.


NOTARY PUBLIC

LEGAL DESCRIPTION

PARCEL 11

All that certain Condominium Estate located in the County of Douglas, State of Nevada, more particularly described as follows:

PARCEL A

An undivided 52/52nds interest in and to the Condominium Estates hereinafter described:

Lot 11, in Unit A, Level 5, Plan B, together with an undivided 1/20th interest in and to those portions designated as Common Areas, as set forth in the Condominium Map of Kingsbury Towers, being a subdivision of Lot 58, Tahoe Village Unit No. 1, amended map, filed for record September 28, 1979, as Document No. 37124, Official Records of Douglas County, Nevada, and as corrected certificate recorded December 29, 1982, in Book 1282 of Official Records at page 1556, Douglas County, State of Nevada, as Document No. 74361, and as defined in that certain Declaration of Covenants, Conditions and Restrictions for Lot 58, Tahoe Village Unit No. 1, recorded April 9, 1982, in Book 482 of Official Records, at page 499, as Document No. 66722, and First Amendment to said Declaration recorded June 18, 1982, in Book 682 of Official Records at page 1016, as Document No. 68648, and also Supplemental Declaration recorded June 18, 1982, in Book 682 of Official Records at page 1020, as Document No. 68649, all said instruments being recorded in Official Records of Douglas County, State of Nevada.

EXCEPTING THEREFROM PARCEL A above described and RESERVING UNTO GRANTOR, its successors and assigns (including all other "Owners" as defined in that certain Declaration of Covenants, Conditions and Restrictions for Time Share Ownership (KINGSBURY OF TAHOE RESORTS), recorded December 29, 1982, in Book 1282, of Official Records at page 1565, Douglas County, Nevada, as Document No. 74363, and Amendments thereto), an exclusive right to use and occupy said PARCEL A during all "Use Weeks" (as defined in the Time Sharing Declaration).

PARCEL B

The exclusive right to use and occupy the above described Parcel A during the annual Use Weeks No. 1 through 52, inclusive, as said term is defined in that certain Declaration of Covenants, Conditions and Restrictions for Time Share Ownership (KINGSBURY OF TAHOE RESORT) recorded December 29, 1982, in Book 1282 of Official Records at page 1565, Douglas County, Nevada, as Document No. 74363, and Amendments thereto.

271105

BOOK 292 PAGE 2354

REQUESTED BY
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF
DOUGLAS COUNTY

'92 FEB 14 P3:41

SUZANNE BEAUBREAU
RECORDER

\$18.00 PAID *OK*

271105
DEPUTY

BOOK 292 PAGE 2355