S A DEED OF TRUST, made this November 27, 1992 by and between Mansol E. Ellis and Karen L. Ellis, husband and wife as joint tenents with right of survivorship. THIS IS

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

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:

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FIRST: Payment of an indebtedness in the sum of \$ 8,265.00, 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 THE RIDGE TAHOE 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 momies 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 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, covenant, promise or agreement contained herein or contained in any Promissory Note or Notes secured hereby, or any agreement executed simultaneously with this Deed of Trust.

FOURTH: 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, attomery' fees, court costs, witnesses' fees, expert witnesses' fees, collection costs and expenses paid by Beneficiary or Trustee in performing for Trustor's account any obliga

AND THIS INDENTURE FURTHER WITNESSETH:

TRUSTOR:

STATE OF NEVADA, COUNTY OF DOUGLAS

On November 27, 1992 personally appeared before me, a Notary Public,

Mansel E. Ellis

Karen L. Ellis

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

Signature

(Notary Public)

le.Timerene Witness Lee Lawrence,

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

Title Order No. 37-153-44-81 Escrow or Loan No.

Notarial Scal

SPACE BELOW THIS LINE FOR RECORDERS USE ONLY

WHEN RECORDED MAIL TO:

3715344C

RTDEED.DCA

297234

STATE OF NEVADA

COUNTY OF DOUGLAS

On this 1 day of December 1992, personally appeared before me, the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, Marisa Lee Lawrence, known to me or has proved to me to be the same person whose name is subscribed to the attached instrument as a witness to the signature(s) of

Mansel E. Ellis and Karen L. Ellis

and upon oath did depose that she was present and saw them affix their signature(s) to the attached instrument and that thereupon they acknowledged to her that they executed the same freely and voluntarily and for the uses and purposes therein mentioned, and that as such witness thereupon subscribed her name to said instrument as witness thereto.

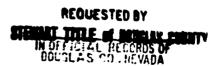
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my offical stamp at my office in the County of Douglas, the day and year this certificate first above written.

STEPHANIE THOMPSON
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES JAN. 16, 1996

Signature of Notary

An undivided 1/102nd interest as tenants in common in and to that certain real property and improvements as follows: (A) An undivided 1/106th interest in and to Lot 37 as shown on Tahoe Village Unit No. 3-13th Amended Map, recorded December 31, 1991, as Document No. 268097, rerecorded as Document No. 269053, Official Records of Douglas County, State of Nevada, excepting therefrom Units 039 through 080 (inclusive) and Units 141 through 204 (inclusive) as that certain Condominium Plan Recorded July 14, 1988, as shown on Document No. 182057; and (B) Unit No. 153 as shown and defined on said Condominium Plan; together with those easements appurtenant thereto and such easements described in the Fourth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions for The Ridge Tahoe recorded February 14, 1984, as Document No. 096758, as amended, and in the Declaration of Annexation of The Ridge Tahoe Phase Five recorded August 18, 1988, 184461, as amended, and as described in the Document No. Recitation of Easements Affecting the Ridge Tahoe recorded February 24, 1992, as Document No. 271619, and subject to said Declarations; with the exclusive right to use said interest in Lot 37 only, for one week every other year in _Even -numbered years in the _Swing "Season" as defined in and in accordance with said Declarations.

A portion of APN: 42-285-11



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SUZANNE BE AUDREAU

AF CORDER

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