

NOTE AND DEED OF TRUST MODIFICATION AGREEMENT

Interval Number# 4920936A

Date: July 30, 1996

THIS NOTE AND DEED OF TRUST MODIFICATION AGREEMENT ("Modification Agreement"), made on the above Date, is by and between Harich Tahoe Developments, a Nevada general partnership (hereinafter "Lender"), having an address of Post Office Box 5790, Stateline, Nevada 89449, and David Corbett (hereinafter jointly and severally "Borrower"), having the address of Roberta Boughton , and modifies the Note and Deed of Trust hereinafter defined.

WITNESSETH:

WHEREAS, Lender is the holder or agent of the holder of the Note which is secured by the Deed of Trust; and

WHEREAS, Borrower has agreed to buy from Lender and Lender has agreed to sell to Borrower the New Property; and

WHEREAS, part or all of the purchase price for the New Property is to be advanced by Lender as an additional advance of principal under the Note; and

WHEREAS, as a condition to making the additional advance, Lender requires that the Deed of Trust be modified whereby it shall become a first lien against each of the Property and the New Property; and

WHEREAS, Borrower has been and will be making payments to Lender as set forth in the Note, and Lender and Borrower have agreed to modify and/or supplement certain of the Note and Deed of Trust terms as set forth hereinafter.

NOW, THEREFORE, Lender and Borrower, in consideration of the above premises, the mutual covenants, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, agree as follows.

1. When used herein, the following terms shall have the following meanings unless the context requires otherwise:
 - a. Note: that promissory note dated October 1, 1992, in the original principal amount of \$9,175.00 executed by David Corbett and Roberta Boughton (hereinafter the "Note Maker") payable to the order of Lender, as amended if applicable, and secured by the Deed of Trust.
 - b. Deed of Trust: that deed of trust and assignment of rents recorded in the Official Records in Book 1092 at Page 1860 as Document Number 290520, as amended if applicable.
 - c. Loan Fee: \$0.00;
 - d. Additional Advance: that advance of principal to be made under the Note pursuant to this Modification Agreement in the amount of U.S. \$6,950.00;
 - e. New Principal Balance: \$14,099.59;
 - f. New Interest Rate: Nine and 95/100 percent (9.95%) per annum;
 - g. New Monthly Principal and Interest Payment: \$185.94;
 - h. New Monthly Collection Fee: \$0.00;
 - i. New Payment Commencement Date: August 13, 1996;
 - j. New Maturity Date: 120 months immediately subsequent to the New Payment Commencement Date;
 - k. Property: that real property described in and encumbered by the Deed of Trust;
 - l. New Property: that real property described in Exhibit A attached hereto and incorporated herein by this reference;
 - m. Official Records: the Official Records of Douglas County, Nevada.

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2. Borrower warrants and represents that David Corbett and Roberta Boughton are the sole owner of the Property and has not alienated or transferred the Property, and the Property is free and clear of all liens and encumbrances other than the encumbrance of the Deed of Trust. In connection with the entering in to this Modification Agreement, Lender shall obtain such endorsements to Lender's policy of title insurance respecting the Deed of Trust as Lender deems necessary or advisable and Lender agrees to pay all fees charged by the title insurance company and all recording costs associated with this Modification Agreement.

3. Except as modified hereby, the terms and conditions of the Note and Deed of Trust shall remain in full force and effect. In the event of any conflict between the terms of this Modification Agreement and the terms of the Note or Deed of Trust, this Modification Agreement shall control. Borrower assumes, ratifies and agrees to be bound by and subject to the terms of the Note and Deed of Trust as modified hereby. A breach of this Modification Agreement shall be a default under the Note and Deed of Trust, each of which are incorporated herein by this reference. This agreement shall be binding upon the parties and their respective heirs, personal representatives, successors and assigns. This agreement is made in and shall be construed in accordance with the laws of Nevada.

4. Borrower requests and Lender hereby agrees to make, provided Borrower's warranties and representations set forth herein are true and correct, an advance under the Note in the principal amount of the Additional Advance as payment to Lender of all or part of the purchase price of the New Property and, if applicable, the Loan Fee. The Note is hereby modified to provide that the principal balance outstanding under the Note is increased by the amount of the Additional Advance thereby totalling the New Principal Balance.

5. Effective one month prior to the New Payment Commencement Date, the Note is hereby modified to provide that, notwithstanding any provision in the Note to the contrary including any which might provide for changes to the interest rate based on changes in an interest rate index, effective one month prior to the New Payment Commencement Date, the interest rate charged under the Note shall be and remain fixed at the New Interest Rate.

6. The Note is hereby modified to provide that, commencing with that scheduled monthly principal and interest payment due and payable on the New Payment Commencement Date, and monthly thereafter, Borrower shall make monthly principal and interest payments in the amount of the New Principal and Interest Payment.

7. The Note is hereby modified to provide that, commencing with that scheduled monthly principal and interest payment due and payable on the New Payment Commencement Date, and monthly thereafter, Borrower agrees to pay simultaneously with the New Principal and Interest Payment a monthly collection fee in the amount of the New Monthly Collection Fee for servicing the Note.

8. The maturity date of the Note is hereby amended to be the New Maturity Date, at which time the entire outstanding balance owing under the Note shall be due and payable in full.

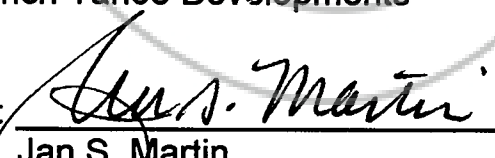
9. The legal description set forth in the Deed of Trust is hereby modified to add the legal description of the New Property.

10. A full release or discharge of the Deed of Trust shall automatically release and discharge this Modification Agreement with respect to the effect thereof upon the Property and the New Property.



IN WITNESS WHEREOF, Lender and Borrower have executed and delivered this Note and Deed of Trust Modification Agreement as of the Date first set forth above in Stateline, Douglas County, Nevada.

"Lender"

Harich Tahoe Developments

By: 
Jan S. Martin,
Manager, Loan Operations

"Borrower"


David Corbett

Roberta Boughton

STATE OF NEVADA }
County of Douglas } ss.

On _____, 199__, personally appeared before me, a Notary Public, _____, personally known or proved to me to be the person whose name is subscribed to the above instrument, who acknowledged that he or she executed the instrument as _____ Manager, Loan Operations, of Harich Tahoe Developments, a Nevada general partnership, on behalf of the partnership.

Notary Public

PROVINCE
STATE OF ONTARIO }
County of YORK } ss.

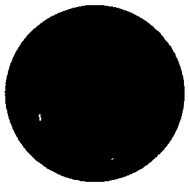
On AUGUST 14TH, 1996, personally appeared before me, a Notary Public, DAVID CORBETT, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged that he or she executed the instrument.

ROOP N. SHARMA, LL.B.
BARRISTER AND SOLICITOR
NOTARY PUBLIC
942 GERRARD STREET EAST
TORONTO, CANADA M4M 1Z2
TEL: 461-0467.

PROVINCE
STATE OF ONTARIO }
County of YORK } ss.

On AUGUST 14TH, 1996, personally appeared before me, a Notary Public, ROBERTA BOUGHTON, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged that he or she executed the instrument.

Notary Public
ROOP N. SHARMA, LL.B.
BARRISTER AND SOLICITOR
NOTARY PUBLIC
942 GERRARD STREET EAST
TORONTO, CANADA M4M 1Z2
TEL: 461-0467



SEAL

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 19____, before me, a notary public in and for said county and state, personally appeared _____, personally known or proven to me to be the person who executed the above instrument.

NOTARY PUBLIC

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 19____, before me, a notary public in and for said county and state, personally appeared _____, personally known or proven to me to be the person who executed the above instrument.

NOTARY PUBLIC

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS)

On this 24th day of AUGUST, 1996, before me, a notary public in and for said county and state, personally appeared Jan S. Martin, who is the Loan Operations Manager of Harich Tahoe Developments, a Nevada general partnership, personally known to me to be the person who executed the above instrument, and she acknowledged to me that she executed the same for and on behalf of the corporation for the purposes therein stated.

Debbie Lindstrom
NOTARY PUBLIC


 **DEBBIE L. LINDSTROM**
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 96-2064-5 - EXPIRES APRIL 5, 2000

EXHIBIT "A" (49)

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. 209 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 "CC&Rs"). The above described 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 CC&R's.

A Portion of APN 40-370-18

REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'96 AUG 30 A9:41

LINDA SLATER
RECORDER

\$ 11.00 PAID *kg* DEPUTY

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