THIS IS A DEED OF TRUST, made this January 10, 1998 by and between Tony A. Paulson and Robin R. Paulson, husband and wife as joint tenants with right of survivorship

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

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:

FIRST: Payment of an indebtedness in the sum of \$ 10,755.00, 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 Trusts to the Promissory Note or Notes of Trustor, and payments of any monies advanced or paid out by Beneficiary or by the Trustore 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, prom

AND THIS INDENTURE FURTHER WITNESSETH:

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor promises and agrees: to pay when due all assessments, dues and membership fees assessed by or owing to THE RIDGE TAHOE PROPERTY OWNERS ASSOCIATION upon the above-described premises and shall not permit said claims to become a lieu upon the premises; to comply with all laws affecting said premises and not commit or permit any acts upon the premises in violation of any law, covenant, condition or restriction affecting said premises.

2. Annually, Trustor agrees to cause to be delivered to Beneficiary or to collection agent of Beneficiary a certified copy of the original policy or policies of insurance purchased by THE RIDGE TAHDE PROPERTY OWNERS ASSOCIATION with copies of price recipits.

3. Trustor promises and agrees that if default be made in the payment when due of any installment of principal or interest, or obligation in accordance with the terms of any Promissory Note secured hereby, or in the performance of any of the covenants, promises or general assignment for the benefit of creditors; or if a petition in bankruptey is filed by or against the Trustor, or if a proceeding be voluntarily instituted for reorganization or other debtor relief provided for by the bankruptey act; OR, If THE TRUSTOR SIALL SELL, TRANSFERS, HYPOTHECATE, EXCHANGE OR OTHERWISE BE DIVESTED OF TITLE TO THE ABOVE DESCRIBED PREMISES IN ANY MANNER OR WAY, WHETHER BY THE OPERATION OF LAW OR OTHER WISE; EXCEPT BY DESCENT OR DEVISE; then upon the happening of any such event, 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 received a notice of such breach or default and elect to cause said property to be sold to satisfy the indebtedness and obligations secured hereby.

4. The following covenants, Nos. 5, 3, declared the property of the pa

STATE OF NEVADA, COUNTY OF DOUGLAS

On January 10, 1998 personally appeared before me, a Notary Public,

Tony A. Paulson

Robin R. Pauison

Tony A. Paulson

Robin R. Paulson

basis of satisfactory the above instrument. n th

GREGORY D. SEGHIERI Notary Public - State of Nevada

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

Appointment Recorded in Douglas County No: 97-3979-5 - Expires October 15, 2001

Notarial Scal

Title Order No. 28-024-05-82

SPACE BELOW THIS LINE FOR RECORDERS USE ONLY

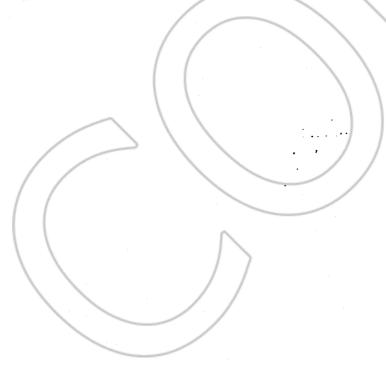
WHEN RECORDED MAIL TO:

2802405C

RTDEED.DCA

0434641 BK 0 3 9 8 PG 2 4 3 7 An undivided 1/102nd interest as tenants in common that certain real property and improvements as follows: (A) An undivided 1/50th interest in and to Lot 28 as shown on 3-13th Amended Map, recorded December 31, Village Unit No. 268097, rerecorded as Document No. 1991, as Document No. 269053, Official Records of Douglas County, State of Nevada, excepting therefrom Units 1 through 50 (inclusive) as shown on said map; and (B) Unit No. 024 as shown and defined on said map; together with those easements appurtenant thereto and easements described in the Fourth Amended and Restated Conditions Time Covenants, Declaration of Share 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 Six, recorded December 18, 1990, as Document No. 241238, as amended by Amended Declaration of Annexation of The Ridge Tahoe Phase Six, recorded February 25, 1992, as Document No. 271727, and as described in the 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 28 only, for one week every other year in EVEN -numbered years in accordance with said Declarations.

A portion of APN: 42-254-24



REQUESTED BY

Stowart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO... NEVADA

'98 MAR 12 A10:13

0434641 BK0398PG2438

LINDA SLATER
RECORDER
S PAID DEPUTY