

81747-EB

When Recorded, Return to:

Western Title Company, Inc.
Post Office Box 3745
Stateline NV 89449

DEED OF TRUST

THIS DEED OF TRUST, made this 30th day of July, 1999, between KDT DEVELOPMENT COMPANY., LLC, a Nevada Limited Liability Company, hereinafter called "Trustor", whose address is Post Office Box 1968, Zephyr Cove Nevada 89448, WESTERN TITLE COMPANY, INC., of Post Office Box 3745; 298-C Kingsbury Grade, Stateline Nevada 89449, herein called "Trustee" and AMERICAN SKIING COMPANY RESORT PROPERTIES, INC. ("ASCRPI"), whose address is Post Office Box 2180, Stateline Nevada, herein "Beneficiary."

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the State of Nevada, County of Douglas, more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Real Property")

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

For the purpose of securing: (1) payment of the sum of

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\$60,000.00, with interest thereon according to the terms of that certain Secured Promissory Note, of even date herewith, executed by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; (2) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to her successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust; and (3) the performance of each agreement of Trustor incorporated herein by reference or contained herein, including but not limited to those obligations set forth in the Purchase Agreement between Beneficiary and Kerry S. David, dated the 9th day of July, 1999. Trustor agrees that it shall not sell, transfer, or agree to sell, transfer or hypothecate any density units, or Kingsbury General Improvement District Water Sewer Units existing on said Real Property, and Trustor further agrees to use its best efforts in the entitlement process in Douglas County for approval of a parcel map whereupon the property described on Exhibit "B", attached hereto and incorporated herein by reference, will be recognized as a separate legal parcel for all intents and purposes. All requisite approvals will be obtained for a twelve (12) unit ski-in, ski-out condominium project to be located thereon, which will contain three (3) separate building envelopes of four (4) units each, and Douglas County Officials will acknowledge that the remaining seventy-two (72) density units presently existing on the Real Property will remain with Beneficiary and be acknowledged as not being part of the property described on Exhibit "B". At the conclusion of the

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entitlement process, the remaining portion of the Real Property, exclusive of the property described on Exhibit "B" will be conveyed back to Beneficiary.

This Deed of Trust shall be subordinated only to current taxes, assessments, easements, and other encumbrances of record at the close of escrow and will be subordinated to a new deed of trust not to exceed one hundred fifty thousand dollars (\$150,000.00) principal, with interest at not more than 11% for a term of not more than 36 months.

To further protect the security interest of this Deed of Trust, Trustor also agrees:

1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. The Trustor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title

and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.

3. The amount collected under any fire insurance policy (if any) shall be credited: first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Trustor, without liability upon the Trustee for such release.

4. The Trustor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereto, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, she will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by it in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

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6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.

7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.

8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property: reconvey any part of said property; consent in writing to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be

described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and note.

10. (a) Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

(b) After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the object of these Trustees, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(c) The Trustor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all demands or notices as conditions precedent to sale of such personalty.

(d) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said

notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(e) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied, Trustor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

11. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including costs of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of eighteen percent (18%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

12. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or

conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustee, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

13. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns.

14. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledgees, of the Note secured hereby.

16. In the event that Trustor, or any successor-in-interest to Trustor shall sell, transfer, or convey, or contract to sell, transfer, or convey the above-described real property, or any portion thereof, or any interest therein, at the option of Beneficiary, the entire amount of the promissory note for which this Deed of Trust serves as security shall forthwith become due and payable, although the time for such payment shall not have arrived.

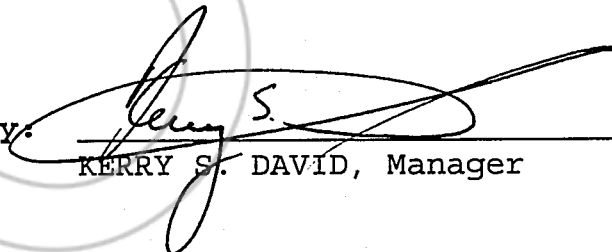
17. Where not inconsistent with the above the following covenants, No. 1; 2; 3; 4 (18%); 5; 6; 7; 8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

The parties agree that with respect to this Section, as set forth in NRS 107.030, the amount of fire insurance required by covenant 2 shall be in an amount equal to the fair market value of any improvements erected hereafter on the Real Property with loss payable to Beneficiary secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage.

The undersigned Trustor request that a copy of any notice of default and any notice of sale hereunder be mailed to them at their address hereinbefore set forth.

("TRUSTOR")

KDT DEVELOPMENT COMPANY., LLC
A Nevada limited liability company

By: 
KERRY S. DAVID, Manager

STATE OF NEVADA)
 : SS
COUNTY OF DOUGLAS)

On July 30, 1999 before me, the undersigned, a Notary Public in and for said State, personally appeared KERRY S. DAVID known to me to be the person whose name is subscribed to the within

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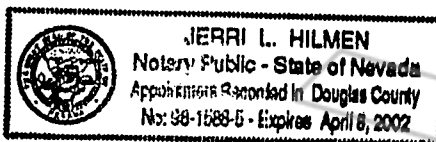
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instrument and acknowledged that he executed the same as sole
Manager of KDT DEVELOPMENT COMPANY. LLC.



NOTARY PUBLIC

rda/agmt/ameriski.dot



COPY

Legal Description

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All that portion of Section 30, Township 13 North, Range 19 East, M.D.M., more particularly described as follows:

PARCEL 1

Beginning at the South 1/16 corner of Section 30 which bears North 0°18'12" West 1,301.13 feet from the South 1/4 corner of said Section 30;
thence South 89°51'46" West 863.83 feet;
thence North 14°42'36" East 671.90 feet;
thence North 89°46'18" East 36.60 feet;
thence South 00°20'53" East 13.72 feet;
thence South 89°48'14" East 651.58 feet;
thence North 00°23'02" West 453.56 feet;
thence South 88°06'07" East 216.63 feet;
thence South 38°59'49" East 48.65 feet;
thence along a tangent curve to the right with a radius of 60.00 feet, a central angle of 97°50'17" and an arc length of 102.46 feet;
thence along a tangent curve to the left with a radius of 170.00 feet, a central angle of 29°25'32" and an arc length of 87.31 feet;
thence South 29°24'56" West 238.02 feet;
thence along a tangent curve to the left with a radius of 82.00 feet, a central angle of 187°00'00" and an arc length of 267.63 feet;
thence along a tangent curve to the right with a radius of 380.00 feet, a central angle of 25°21'48" and an arc length of 168.22 feet;
thence South 00°11'42" East 745.65 feet;
thence South 89°51'46" West 291.78 feet to the TRUE POINT OF BEGINNING.

Excepting therefrom that certain parcel of land described in deed recorded in Book 276, Page 294, Official Records of the Douglas County Recorder's Office.

PARCEL 2

Together with the right of access to and egress from the above described parcel, at any time, using as far as practicable the following described access and egress easement:

A centerline description of a 12 foot wide access easement lying wholly within the South 1/2 of Section 30, Township 13 North, Range 19 East, M.D.B. & M., Douglas County, Nevada, and being further described as follows:

COMMENCING at the extreme Westerly centerline intersection of Tramway Drive and Quaking Aspen Lane as said roadways are delineated on the Official Map of Tahoe Village Unit No. 1, Amended Map, recorded December 7, 1971, in Book of Maps, Page 261, and further recorded as Document No. 55769, in Book 94 at Page 203;
thence South 23°32'48" East, 230.77 feet to the Southerly end of that certain tangent cited as South 38°48'07" East, 48.65 feet on said Official Map, the TRUE POINT OF BEGINNING;
thence along the centerline of said 12 foot wide easement the following courses:
 South 24°52'58" West, 72.72 feet;
 South 42°28'15" West, 228.11 feet;
 South 33°12'39" West, 132.40 feet;
 South 28°10'20" West, 4.10 feet to a point on the Easterly boundary of the Lands of Pordon as described in Book 33 at Page 760; Official Records of Douglas County, Nevada, and a point of terminus of said access easement;

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Legal Description - Continued

thence along a tie line across said Lands of Pordon South 28°10'20" West, 81.64 feet to a point on the Southerly boundary of said Lands of Pordon and the continuation of the centerline description of said 12 foot wide access easement along the following courses:

- South 28°10'20" West, 61.86 feet;
- South 03°03'52" West, 187.88 feet;
- South 34°41'53" East, 281.11 feet;
- North 61°24'16" West, 110.14 feet;
- North 75°39'09" West, 166.74 feet;
- North 38°29'95" West, 46.61 feet;
- North 04°53'11" West, 95.09 feet; and,
- North 24°25'23" West, 115.17 feet to Point A;

Said Point A being the terminus of this description and from which Point A, the POINT OF BEGINNING bears North 42°40'48" East, 766.79 feet.

PARCEL 3

A 50' wide public roadway easement, the center line of which is described as follows:

BEGINNING at a point on the East line of that parcel deeded to John B. Pordon, recorded August 15, 1968, Book 61, Page 144, Document No. 41838, which bears North 00°23'02" West 79.53 feet from the Southeast corner of said parcel;
thence along the centerline South 33°00'00" West 9.90 feet to the beginning of a tangent curve to the left with a radius of 400 feet and a central angle of 11°28'23";
thence along said curve an arc length of 80.10 feet to a point on the South line of said Pordon parcel.

A.P.N. 42-010-09

REQUESTED BY
WESTERN TITLE COMPANY, INC.
 IN OFFICIAL RECORDS OF
 DOUGLAS CO., NEVADA

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LINDA SLATER
 RECORDER
 S. 18 PAID. K2 DEPUTY