DTN AAN-0000-040-050-460

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS IS A DEED OF TRUST, made this September 18, 1999 by and between Carolyn King Rogers, an unmarried woman

Trustor, to STEWART TITLE of Douglas County, A Nevada Corporation, Trustee for RIDGE POINTE LIMITED PARTNERSHIP, a Nevada limited partnership, dba SUNTERRA RESORTS - THE RIDGE POINTE, 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 herein 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 RIDGE POINTE 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 or by the Trustor to as additional advances under this Deed of Trust by the Promissory Note or Notes of Trustor, and payments of any monies 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 also as security for the payment and performance of every obligation, covenant,

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 POINTE PROPERTY OWNERS ASSOCIATION upon the above-described premises and shall not permit said claims to become a lien 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. Trustor promises and agrees to pay when due all annual operating charges, assessments and fees levied by THE RIDGE POINTE PROPERTY OWNERS ASSOCIATION with copies of paid receipts.

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 RIDGE POINTE PROPERTY OWNERS ASSOCIATION with copies of paid receipts.

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2. Annually, Trustor agrees to cause to be delivered to Beneficiary or to collection agent of Beneficiary and the coverants of any fromissory Note secured hereby, or in the performance of any of the covenants, promises or agreements contained herein; or of the Trustor becomes the properties of any fromissory Note against the Trustor, or if a proceeding be voluntarily or involuntarily instituted for reorganization or other debtor relief provided for by the bankuptey as filed by Premisers of Receipts and Premisers of Receipts and Premisers a

STATE OF NEVADA, COUNTY OF DOUGLAS On September 18, 1999 personally appeared before me, a Notary Public, Carolyn King Rogers TRUSTOR: Carolyn King Rogers	
personally known to me, (or proved to me on the basis of satisfactory evidence) who acknowledged that they executed the above instrument.	
Signature(Notary Public)	If executed by a Corporation the Corporation Form of Acknowledgement must be used.
	Title Order No
Notarial Scal	SPACE BELOW THIS LINE FOR RECORDERS USE ONLY

WHEN RECORDED MAIL TO:

1601228C RPDEED.DCP

STATE OF NEVADA

COUNTY OF DOUGLAS

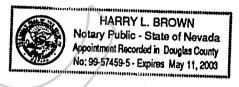
On this 18 day of September 1999, Kimberly Parchman, personally appeared before me, whom I know personally to be the person who signed this certificate while under oath, being sworn by me, and swears that he/she was present and saw Carolyn King Rogers

sign the attached document and that it is her signature.

Kimberly Parchman
Kimberly Parchman

Signed and sworn to before me by Kimberly Parchman, this 18 day of September 1999.

Notary Public



A timeshare estate comprised of an undivided interest as tenants in common in and to that certain real property and improvements as follows: An undivided 1/2652nd interest in and to Lot 160 as designated on TAHOE VILLAGE UNIT No. 1 - 14th AMENDED MAP, recorded September 16, 1996, as Document No. 396458 in Book 996 at Page 2133, Official Records, Douglas County, Nevada, EXCEPTING THEREFROM that certain real property described as follows: Beginning at the Northeast corner of Lot 160; thence South 31 11'12" East 81.16 feet; thence South 58 48'39" West 57.52 feet; thence North 31 11'12" West 83.00 feet; thence along a curve concave to the Northwest with a radius of 180 feet, a central angle of 18 23'51", an arc length of 57.80 feet the chord of said curve bears North 60 39'00" East 57.55 feet to the Point of Beginning. Containing 4,633 square feet, more or less, as shown on that Boundary Line Adjustment Map recorded as Document No. 463765; together with those easements appurtenant thereto and such easements and use rights described in the Declaration of Timeshare Covenants, Conditions and Restrictions for THE RIDGE POINTE recorded November 5, 1997, as Document No. 0425591, and as amended on March 19, 1999 as Document No. 463766, and subject to said Declaration; with the exclusive right to use said interest, in Lot 160 only, for one Use Period every other year in even -numbered years in accordance with said Declaration.

A portion of APN: 0000-40-050-460



STEWART TITLE OF DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., HEVADA

1999 OCT -1 AM 10: 27

0477945 BK 1099PG0065 LINDA SLATER
RECORDER

SPAID LO DEPUTY