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Paula Wyatt  
7565 WCR 74  
Windsor, CO 80550-2806

APN 07-730-19 (PTN)

(APN)7130190

R.P.T.T. \$ EX #7

QUITCLAIM DEED

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_  
between David A. Wyatt

of the \_\_\_\_\_ \*County of Weld \_\_\_\_\_ and State of \_\_\_\_\_  
Colorado, grantor(s), and

Paula J. Wyatt

whose legal address is 7565 WCR 74, Windsor, CO 80550-2806

of the \_\_\_\_\_ County of Weld \_\_\_\_\_ and State of Colorado, grantee(s),

WITNESS, that the grantor(s), for and in consideration of the sum of 1.00 DOLLARS,

the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantee(s), her heirs, successors and assigns forever, all the right, title, interest, claim and demand which the grantor(s) has in and to the real property, together with improvements, if any, situate, lying and being in the County of Douglas and State of Nevada described as follows:

Kingsbury Crossing Resort timeshare deeded property located at Kingsbury Grade, Stateline, Nevada, c/o Kingsbury Crossing, 133 Deer Run Court, PO Box 7049, Stateline, Nevada. Tri Com Property Management acc.#47063449

\*(SEE EXHIBIT A)

also known by street and number as:  
assessor's schedule or parcel number:

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s) her heirs and assigns forever.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Suzanne York*  
\_\_\_\_\_  
David A. Wyatt, by Suzanne York,  
Deputy Clerk, Weld Combined  
Courts

STATE OF COLORADO

County of Weld

ss.

The foregoing instrument was acknowledged before me this 1st day of December, 1999 by David A. Wyatt, by Suzanne York, Deputy Clerk, Weld Combined Courts.

Witness my hand and official seal.

My commission expires:

*Barbara Johnson*  
\_\_\_\_\_  
Notary Public

SEAL

\*If in Denver, insert "City and".

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

Kingsbury Crossing

# SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust is made on \_\_\_\_\_, 19\_\_\_\_, between DAVID A. WYATT AND PAULA WYATT, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP ("Trustor"), whose address is 82 S. 28TH ST., SAN JOSE, CA 95116 and Douglas County Title Co., Inc., a Nevada corporation ("Trustee"), and The Bank of California, N. A., a national banking association ("Beneficiary"). Trustor hereby irrevocably grants, bargains and sells to Trustee in trust, with power of sale, that certain real property located in Douglas County, Nevada, described as:

An undivided one-three thousand two hundred and thirteenth (1/3213) interest as a tenant-in-common in the following described real property (The Real Property):

A portion of the North one-half of the Northwest one-quarter of Section 26, Township 13 North, Range 18 East, MDB&M, described as follows: Parcel 3, as shown on that amended Parcel Map for John E. Michelsen and Walter Cox recorded February 3, 1981, in Book 281 of Official Records at page 172, Douglas County, Nevada, as Document No. 53178, said map being an amended map of Parcels 3 and 4 as shown on that certain map for John E. Michelsen and Walter Cox, recorded February 10, 1978, in Book 278, of Official Records at page 591, Douglas County, Nevada, as Document No. 17578.

EXCEPTING FROM THE REAL PROPERTY the exclusive right to use and occupy all of the Dwelling Units and Units as defined in the "Declaration of Timeshare Use" as hereinafter referred to.

ALSO EXCEPTING FROM THE REAL PROPERTY AND RESERVING TO GRANTOR, its successors and assigns, all those certain easements referred to in paragraphs 2.5, 2.6 and 2.7 of the Declaration of Timeshare Use together with the right to grant said easements to others.

TOGETHER WITH THE EXCLUSIVE RIGHT TO USE AND OCCUPY A "Unit" as defined in the Declaration of Timeshare Use recorded February 16, 1983, in Book 283 at page 1341, as Document No. 76233, and amended by an instrument recorded April 20, 1983 in Book 483 at page 1021, as Document No. 78917 and again amended by an instrument recorded July 20, 1983 in Book 783, at page 1688 as Document No. 84425, and again amended by an instrument recorded October 14, 1983 in Book 1083 at page 2572 as Document No. 89535, Official Records of the County of Douglas, State of Nevada, ("Declaration"), during a "Use Period", within the \_\_\_\_\_<sup>LOW</sup> Season within the "Owner's Use Year", as defined in the Declaration, together with a nonexclusive right to use the common areas as defined in the Declaration.

SUBJECT TO all covenants, conditions, restrictions, limitations, easements, rights and rights-of-way of record, together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of the sum of \$ 6,390.00 dollars with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to the order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by this reference, or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property described above in this document, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A and the parties agree that each and all of the terms and provisions set forth in subdivision B of the Master Form Deed of Trust recorded in the office of the Douglas County Recorder in the State of Nevada on December 20, 1983 in Book 1283, page 2319, as Document No. 92939, shall inure to and bind the parties hereto, with respect to the property described above. Said agreements, terms and provisions contained in said subdivision A and B of the Master Form Deed of Trust are by the within reference incorporated herein and made a part of this Deed of Trust for all purposes as if fully set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed a reasonable amount. The Beneficiary or the collection agent appointed by him may charge a fee not to exceed \$15.00 for each change in parties, or for each change in a party making or receiving a payment secured hereby.

The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address set forth herein.

DATED: MARCH 17, 1986

BY:  David A. Wyatt  
DAVID A. WYATT  
Paula Wyatt  
PAULA WYATT

STATE OF NEVADA  
County of DOUGLAS

Before me, a Notary Public in and for said county and state, personally appeared DAVID A. WYATT, PAULA WYATT, to me known to be the person who executed the foregoing instrument, who, being by me first duly sworn, acknowledged under oath that he executed the said instrument as his free and voluntary act for the use and purpose therein set forth.

Subscribed and sworn to me on MARCH 17, 1986  
My Commission expires:

[Signature]  
NOTARY PUBLIC

(SEAL) 0484024  
BK0100PG1032

FOR RECORDER'S USE

COPY

REQUESTED BY  
*Paula Wyatt*

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 JAN -7 AM 11: 31

LINDA SLATER  
RECORDER

\$ 9<sup>00</sup> PAID Bh DEPUTY

0484024

BK0100PG1033