

Return to:

Liberty Bank
% Wellington Financial
1706 Emmet Street, #2
Charlottesville, VA 22901
Attention: Crystal Shifflett
(804) 295-2033

COLLATERAL ASSIGNMENT OF DEEDS OF TRUST

FOR VALUABLE CONSIDERATION, intending to be legally bound hereby, the undersigned hereby collaterally grants, assigns, and transfers to **LIBERTY BANK**, a Connecticut nonstock mutual savings bank, having its principal office at 291 Main Street, Middletown, CT 06457 ("**Lender**") all beneficial interest under those Deeds of Trust described on Exhibit "A" attached hereto, recorded in the Office of the Recorder of Douglas County, Nevada, together with the Notes secured by such Deeds of Trust, all other documents executed and delivered in connection with such Deeds of Trust and Notes, all monies due and to become due on account of such Deeds of Trust, Notes and other documents, and all rights accrued or to accrue under such Deeds of Trust, Notes and other documents.

The Deeds of Trust constitute liens on the property and timeshare interests also described on Exhibit "A". The property and the timeshare interests described in the Deeds of Trust refer to specific interests of timeshare owners in Walley's Hot Springs Resort according to a Declaration of Time Share Covenants, Conditions and Restrictions for Walley's Hot Springs Resort recorded in the Office of the Recorder of Douglas County, Nevada.

This Assignment has been made and delivered pursuant to the provisions of a Receivables Loan Agreement dated as of June 5, 1998, between the undersigned and Lender, as it may from time to time be amended (the "**Loan Agreement**") and secures the payment of:

- A. All amounts at any time owing by the undersigned to Lender on account of the promissory note of the undersigned payable to the order of Lender, dated as of June 5, 1998 in the face amount of Eight Million Dollars (\$8,000,000.00) and delivered to Lender pursuant to the Loan Agreement and all amendments, modifications, increases and reductions thereof and any replacement or substitute notes issued therefor;
- B. All amounts at any time owing by the undersigned to Lender under any provisions of the Loan Agreement or any documents collateral thereto;
- C. All amounts at any time owing by the undersigned to Lender on account of the promissory note of the undersigned payable to the order of Lender, dated as of June 5, 1998, in the amount of Four Million One Hundred Thousand Dollars (\$4,100,000.00) and delivered to Lender pursuant to a certain Acquisition, Construction and Subordinated Debt Loan agreement dated June 5, 1998, (the "**Construction Loan Agreement**"), and all amendments, modifications, increases and reductions thereof and any replacement or substitute notes issued therefor;
- D. All amounts at any time owing by the undersigned to Lender on account of the promissory note of the undersigned payable to the order of Lender, dated as of June

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5, 1998, in the amount of Four Million Dollars (\$4,000,000.00) and delivered to Lender pursuant to the Construction Loan Agreement, and all amendments, modifications, increases and reductions thereof and any replacement or substitute notes issued thereof;

- E. All amounts at any time owing by the undersigned to Lender on account of the promissory note of the undersigned payable to the order of Lender, dated as of June 5, 1998, in the amount of Eight Hundred Thousand Dollars (\$800,000.00) and delivered to Lender pursuant to the Construction Loan Agreement and all amendments, modifications, increases and reductions thereof and any replacement or substitute notes issued therefor;
- F. All amounts at any time owing by the undersigned to Lender under any provisions of the Construction Loan Agreement or any documents collateral thereto;
- G. All other sums now or at any time owing by the undersigned to Lender pursuant to any existing or future loans or credit facilities extended to the undersigned; and
- H. All costs of collecting said amounts, including reasonable attorneys' fees.

The undersigned does hereby agree to warrant and forever defend the title to such Deeds of Trust and Notes unto Lender, its successors and assigns against any claims of any person whatsoever.

The undersigned represents and warrants to Lender, its successors and assigns that such Notes and Deeds of Trust are conveyed hereunder, free and clear of any lien, claim or encumbrances of any nature.

IN WITNESS WHEREOF, the undersigned has executed this Assignment, effective as of the 21st day of July, 2000.

WALLEY'S PARTNERS LIMITED PARTNERSHIP,
a Nevada limited partnership

By: Valley Partners, L.L.C., its sole general partner
By: Sierra Resorts Group, L.L.C., Manager

By: 
C. Robert Sewell, Manager

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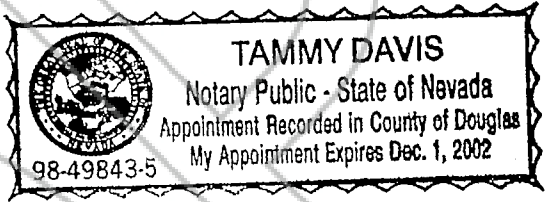
State of Nevada :
County of Douglas : ss.

On this, the 21st day of July, 2000, before me, the undersigned, personally appeared C. Robert Sewell, who acknowledged himself to be the Manager of Valley Partners, L.L.C., a Nevada limited liability company and the sole general partner of Walley's Partners Limited Partnership, a Nevada limited partnership, and that he as such officer being authorized to do so, executed the foregoing instrument on behalf of the partnership for the purposes therein contained by signing his name on behalf of the company as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Tammy Davis

Notary Public



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EXHIBIT "A"

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<u>Interval Number</u>	<u>Trustor(s) Name</u>	<u>Recording Date</u>	<u>Book</u>	<u>Page</u>	<u>Document No.</u>
17-007-30-01	KEITH AGOSTA GURMINDER GAHIR-AGOSTA	7/21/00	0700	2952	496057
17-013-31-71	GEORGE CABALLERO ANDREA CABALLERO	7/21/00	0700	2957	496059
17-009-07-81	DAVID CAMACHO, III ELENA PEREZ	7/21/00	0700	2962	496061
17-013-22-71	DOUG COLLINS STEPHANIE FONZO	7/21/00	0700	2967	496063
17-009-46-01	R. MAXINE FOSTER	7/21/00	0700	2972	496065
17-013-21-71	RAELENE FREITAG	7/21/00	0700	2979	496068
17-013-20-01	JOHN HERREN BARBARA WIGHTMAN	7/21/00	0700	2984	496070
17-013-29-01	BENJAMIN B. HUFFMAN KIMBERLY A. HUFFMAN	7/21/00	0700	2989	496072
17-007-27-01	KAREN KROETSCH WESLEY KROETSCH	7/21/00	0700	2994	496074
17-007-22-01	JOAN E. ORISTIAN JOHN E. ORISTIAN	7/21/00	0700	3004	496078

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EXHIBIT "A"

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<u>Interval Number</u>	<u>Trustor(s) Name</u>	<u>Recording Date</u>	<u>Book</u>	<u>Page</u>	<u>Document No.</u>
17-013-30-71	THOMAS PAWLOSKI KAREN PAWLOSKI	7/21/00	0700	3009	496080
17-012-09-01	CHARLENE J. SAMUELS CHARLES G. SMITH	7/21/00	0700	3014	496082
17-006-35-71	MATT SCHRIVER	7/21/00	0700	3019	496084
17-013-18-01	RICHARD SCHUTTE CAROL SCHUTTE	7/21/00	0700	3024	496086
17-013-23-01	CRAIG C. STEELE DOLORES A. STEELE	7/21/00	0700	3029	496088
17-006-43-01	ERIC TEPPER CHRISTA TEPPER	7/21/00	0700	3034	496090
17-009-07-71	CAROLE YOUNG	7/21/00	0700	3039	496092

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 JUL 26 PM 3: 15

LINDA SLATER
RECORDER

\$ 11⁰⁰ PAID *Bh* DEPUTY

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