

Recording requested by

Michael Escovedo  
21150 Royal Ave  
Hayward, CA 94541  
and when recorded mail  
this deed and tax statements to:

For recorder's use

### QUITCLAIM DEED

- This transfer is exempt from the documentary transfer tax.
  - The documentary transfer tax is \$ 0 and is computed on:
    - the full value of the interest or property conveyed.
    - the full value less the value of liens or encumbrances remaining thereon at the time of sale.
- The property is located in  an unincorporated area.  the city of Stateline

For a valuable consideration, receipt of which is hereby acknowledged,  
Sharon Escovedo  
hereby quitclaim(s) to

Michael Escovedo  
the following real property in the City of Stateline, County of Douglas  
California:

Harich Tahoe Developments  
The Ridge Tahoe Properties Owners Ass.

Date: <u>5/28/00</u>	<u>[Signature]</u>
Date: _____	<u>N/A</u> <u>SHARON ESCOVEDO</u>
Date: _____	<u>N/A</u>
Date: _____	<u>N/A</u>

State of CALIFORNIA  
County of ALAMEDA

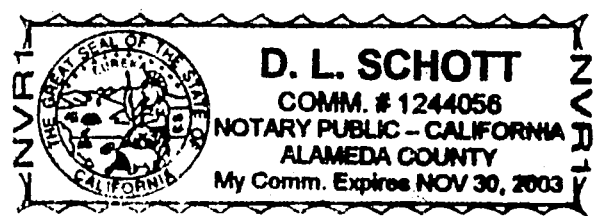
On 7.27.00 before me, D.L. Schott a notary public in and for said state,  
personally appeared SHARON ESCOVEDO personally known to me (or proved  
to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the  
within instrument, and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.

[Signature]  
Signature of Notary

[SEAL]

0496628

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DO NOT DESTROY THIS NOTE: When paid, this Note, with the Deed of Trust and Assignment of Rents securing same must be surrendered to Trustee for cancellation before reconveyance will be made.

THE RIDGE TAHOE

PROMISSORY NOTE

(INTEREST INCLUDED)

SECURED BY DEED OF TRUST AND ASSIGNMENT OF RENTS.

Stateline, Nevada

\$ 17,775.00

April 19, 1997

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of HARICH TAHOE DEVELOPMENTS, a Nevada General Partnership, P.O. Box 5790 Stateline, NV 89449, or at such other place as the holder hereof may designate in writing, the principal sum of \$ 17,775.00, in lawful money of the United States with interest on the declining balance of principal from \_\_\_\_\_, 19\_\_\_\_. ("Closing Date") at the rate of Fourteen & 95/100 percent (14.9500 %) per annum, said principal and interest to be paid as follows:

Each installment shall equal \$, 286.23, principal and interest and shall commence on the date which is one (1) month following the Closing Date and shall be due on the same day of each successive month for one hundred twenty (120) months. (Said Principal and interest payment is based on 14.9500 % over a ten (10) year amortization.) All sums owing hereunder shall be due and payable ten (10) years from the Closing Date.

Additionally, a fee of \$ 0.00 shall be paid monthly to holder, or its designee, for servicing this Promissory Note together with each installment of principal and interest.

All payments made hereunder shall be applied first to interest due on the declining balance of principal, then to outstanding fees and charges and then to the principal sum.

In the event that the undersigned fails to make any payment herein provided for, at the time when the same becomes due under the provisions hereof, and said payment shall become overdue for a period in excess of ten (10) days, the undersigned promises to pay an "Accounting Service Charge" of ten (10) percent of the overdue installment for the purpose of defraying the expense of following up and handling the delinquent payment.

The undersigned, jointly and severally, promise to pay when due any and all charges, fees or assessments levied by THE RIDGE TAHOE PROPERTY OWNERS ASSOCIATION applicable to the undersigned's interest in the real property given as security for this Promissory Note.

The undersigned reserve the right to prepay all, or any part, of the principal sum at any time from time to time without penalty, but with interest to the date of such prepayment.

The undersigned promise and agree that if default be made in the payment of any installment of principal or interest when due, as provided herein, or in the performance of any of the covenants contained in the Deed of Trust and Assignment of Rents securing this Promissory Note; or if the undersigned becomes insolvent or makes a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by or against the undersigned; then upon the happening of any of such events, the entire principal sum then unpaid, and accrued interest, shall become forthwith due and payable at the option of the holder, without notice or demand.

If the undersigned shall transfer, hypothecate, exchange or otherwise be divested of title to the real property encumbered by the Deed of Trust and Assignment of Rents securing this Promissory Note in any manner or way, whether voluntarily or involuntarily, or whether by the operation of law or otherwise, except by descent or devise, then upon the happening of any such events, the holder may, at its option, declare all sums evidenced hereby immediately due and payable without demand or notice and irrespective of the maturity date expressed herein.

This Promissory Note may not be assumed without the prior written consent of the holder. Any attempt to do so shall be void. Should holder not declare all sums due in accordance with the above paragraph then this Promissory Note may only be assumed when the following conditions have been met: the payment to holder or assigns of an assumption fee of \$150.00 per interval week; credit approval of the assuming party; completion of an acceptance form and statements of acknowledgements by the assuming party of all condominium documents; and execution of an assumption agreement.

If action is instituted to collect this Promissory Note, or any part thereof, or if proceedings are initiated to foreclose pursuant to the terms of the Deed of Trust and Assignment of Rents securing it, the prevailing party shall be entitled to such sum as provided for the Deed of Trust and Assignment of Rents or as the Court may adjudge reasonable for attorney's fees and costs to be allowed in such action, the same to be included in any judgment obtained.

The undersigned, all guarantors, sureties and endorsers hereof waive presentment, notice of dishonor and protest hereunder.

This Promissory Note shall be construed in accordance with Nevada law.

This Promissory Note is secured by a Deed of Trust and Assignment of Rents of even date herewith on certain real property situated in Douglas County, Nevada.

*Michael R. Escovedo*  
Michael R. Escovedo

April 19, 1997

*Sharon Escovedo*  
Sharon Escovedo

April 19, 1997

0496628  
BK0700PG4635

**THE RIDGE TAHOE  
GRANT, BARGAIN, SALE DEED**

THIS INDENTURE, made this 19th day of APRIL, 1997 between  
HARICH TAHOE DEVELOPMENTS, a Nevada general partnership, Grantor, and  
MICHAEL R. ESCOVEDO and SHARON ESCOVEDO, husband and wife as joint tenants  
with right of survivorship

Grantee:

**WITNESSETH:**

That Grantor, in consideration for the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain and sell unto the Grantee and Grantee's heirs and assigns, all that certain property located and situated in Douglas County, State of Nevada, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference;

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appurtenanting and the reversion and reversions, remainder and remainders, rents, issues and profits thereof;

SUBJECT TO any and all matters of record, including taxes, assessments, easements, oil and mineral reservations and leases, if any, rights of way, agreements and the Fourth Amended and Restated Declaration of Timeshare Covenants, Conditions and Restrictions dated January 30, 1984 and recorded February 14, 1984, as Document No. 96758, Book 284, Page 5202, Official Records of Douglas County, Nevada, as amended from time to time, and which Declaration is incorporated herein by this reference as if the same were fully set forth herein;

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the said Grantee and Grantee's assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first above written.

STATE OF NEVADA )  
 ) SS.  
COUNTY OF DOUGLAS )

HARICH TAHOE DEVELOPMENTS,  
a Nevada general partnership  
By: Lakewood Development Inc.,  
a Nevada corporation, general partner

On this 11th day of April  
1997, personally appeared before me, a notary public, Robert W. Dunbar, known to me to be the Treasurer and Chief Financial Officer of Lakewood Development Inc., a Nevada corporation, and he acknowledged to me that he executed the document on behalf of said corporation as general partner of Harich Tahoe Developments, a Nevada general partnership.

By: [Signature]  
Robert W. Dunbar, Treasurer  
Chief Financial Officer

Notary Public



**K. BURCHIEL**  
Notary Public - State of Nevada  
Appointment Recorded in Carson City  
No: 03-29523 - Expires March 16, 2001

42-275-35-02

**WHEN RECORDED MAIL TO**

Name MICHAEL R. ESCOVEDO  
Street SHARON ESCOVEDO  
Address 2500 MEDALLION DRIVE #198  
City & UNION CITY CA 94587  
State

0411356

BK049784164

0496628

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An undivided 1/51st interest as tenants in common in and to that certain real property and improvements as follows: (A) An undivided 1/48ths interest in and to Lot 42 as shown on Tahoe Village Unit No. 3-14th Amended Map, recorded April 1, 1994, as Document No. 333985, Official Records of Douglas County, State of Nevada, excepting therefrom Units 255 through 302 (inclusive) as shown on said map; and (B) Unit No. 275 as shown and defined on said map; together described in the Fourth Amended and Restated Declaration of Time Share Covenants, Conditions and 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 Seven recorded April 26, 1995, as Document No. 360927, as amended by Amended and Restated Declaration of Annexation of The Ridge Tahoe Phase Seven, recorded May 4, 1995, as Document No. 361461, and as further amended by the Second Amendment of Declaration of Annexation of The Ridge Tahoe Phase Seven recorded on October 17, 1995 as Document No. 372905, and as described in the First Amended Recitation of Easements Affecting The Ridge Tahoe recorded June 9, 1995 as Document No. 363815, and subject to said Declarations; with the exclusive right to use said interest, in Lot 42 only, for one week each year in accordance with said Declarations.

Together with a 13 - foot wide easement located within a portion of Section 30, Township 13 North, Range 19 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at the Northwest corner of this easement said point bears S. 43°19'06" E., 472.67 feet from Control Point "C" as shown on the Tahoe Village Unit No. 3, 13th Amended Map, Document No. 269053 of the Douglas County Recorder's Office;

thence S. 52°20'29" E., 24.92 feet to a point on the Northerly line of Lot 36 as shown on said 13th Amended Map;  
thence S. 14°00'00" W., along said Northerly line, 14.19 feet;  
thence N. 52°20'29" W., 30.59 feet;  
thence N. 37°33'12" E., 13.00 feet to the POINT OF BEGINNING.

A portion of APN: 42-010-40

RECORDED BY  
Stewart Title of Douglas County  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

'97 APR 28 10:20

0411356

BK0497PG4165

LAND STATES  
RECORDER  
\$8.00 PAID (2) DEPUTY

CERTIFIED COPY

The foregoing instrument is a full, true, and correct copy of the original on file in the Office of the County Recorder of Douglas County, State of Nevada

Witnessed my hand this 6th day of

July 2000  
By: [Signature] Deputy Recorder

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SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS IS A DEED OF TRUST, made this April 19, 1997 by and between Michael R. Escovedo and Sharon Escovedo, 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 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 \$ 17,775.00, 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 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 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, promise or agreement contained herein or contained in any Promissory Note or Notes secured hereby, or any agreement executed simultaneously with this Deed of Trust.

FOURTH: The expenses and costs incurred or paid by Beneficiary or Trustee in preservation or enforcement of the rights and remedies of Beneficiary and the duties and liabilities of Trustor hereunder, including, but not limited to, attorneys' fees, court costs, witnesses' fees, expert witnesses' fees, collection costs and expenses paid by Beneficiary or Trustee in performing for Trustor's account any obligations of Trustor or to collect the rents or prevent waste.

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 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.

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 TAHOE PROPERTY OWNERS ASSOCIATION with copies of paid receipts.

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 agreements contained herein; or of the Trustor becomes insolvent or makes a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by or against the Trustor, or if a proceeding be voluntarily or involuntarily instituted for reorganization or other debtor relief provided for by the bankruptcy act; OR IF THE TRUSTOR SHALL SELL, TRANSFER, HYPOTHECATE, EXCHANGE OR OTHERWISE BE DIVESTED OF TITLE TO THE ABOVE DESCRIBED PREMISES IN ANY MANNER OR WAY, WHETHER VOLUNTARILY OR INVOLUNTARILY, WHETHER BY THE OPERATION OF LAW OR OTHERWISE; 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 record 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. 1, 3, 4(interest 18%), 5, 6, 7(reasonable attorneys' fees), 8 and 9 of NRS 107.030, when not inconsistent with covenants and provisions contained herein, are hereby adopted and made a part of this Deed of Trust.

5. The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or permitted by law shall be concurrent and cumulative.

6. The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind the heirs, representatives, successors and assigns of the parties hereto and the Beneficiary hereof.

7. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all other genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

8. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these trusts to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any obligation hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default Beneficiary may at any time without notice, either in person, or by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any such security of the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such other as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.

9. The trusts created hereby are irrevocable by the Trustor.

10. Beneficiary hereby agrees that in the event of default under the terms of this deed of trust and upon the return to Beneficiary the Exhibit "A" real property that the liability of Trustor shall be limited to all monies paid to date of the return of Exhibit "A" real property and that no deficiency judgment shall lie against the Trustor.

11. This Deed of Trust may not be assumed without prior written consent of Beneficiary. Should Beneficiary not declare all sums due in accordance with Paragraph 3 above, then this Deed of Trust may only be assumed when the following conditions have been met: the payment to Beneficiary or assigns of an assumption fee of \$150.00 per interval week; credit approval of the assuming party; completion of an acceptance form and statements of acknowledgements by the assuming party of all condominium documents; and execution of an assumption agreement.

IN WITNESS WHEREOF, the Trustor has executed this Deed of Trust the day and year first above written.

STATE OF NEVADA, COUNTY OF DOUGLAS

On April 19, 1997 personally appeared before me, a Notary Public,

Michael R. Escovedo

Sharon Escovedo

TRUSTOR:

Michael R. Escovedo  
Michael R. Escovedo

Sharon Escovedo  
Sharon Escovedo

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 Acknowledgment must be used.

Title Order No. \_\_\_\_\_

Escrow or Loan No. \_\_\_\_\_

SPACE BELOW THIS LINE FOR RECORDERS USE ONLY

Notarial Seal

WHEN RECORDED MAIL TO:

0496628

0496628

BK070-OPG4638

COPY

REQUESTED BY  
Sharon S. Escovedo  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 JUL 28 PM 1:30

LINDA SLATER  
RECORDER

\$12.<sup>00</sup> PAID BC DEPUTY

0496628

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