

Return to:

Liberty Bank
c/o 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:

1. 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;
2. All amounts at any time owing by the undersigned to Lender under any provisions of the Loan Agreement or any documents collateral thereto;
3. 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;
4. 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

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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;

5. 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;
6. All amounts at any time owing by the undersigned to Lender under any provisions of the Construction Loan Agreement or any documents collateral thereto;
7. 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
8. 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 11th day of December, 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: _____

David G. Hyman, Controller

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State of Nevada :

: SS.

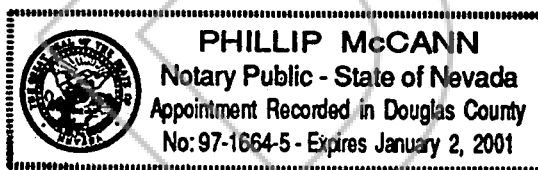
County of Douglas :

On this, the 11th day of December, 2000, before me, the undersigned, personally appeared David G. Hyman, who acknowledged himself to be the Controller 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.



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>
17-011-22-71	CAROLE E. VANACORE SHAFFER RUSSEL F. SHAFFER	12/8/00	1200	1470	504686
17-017-25-01	JOSE D. BARRERA CLAUDIA Y. BARRERA	12/8/00	1200	1390	504654
17-018-36-01	ALBERT W. DUFFIELD JANE E. DUFFIELD	12/8/00	1200	1395	504656
17-015-44-71	LESLIE K. FERREN CAROLYN R. FERREN	12/8/00	1200	1400	504658
17-013-37-01	WILLIAM GARRISON RUBY SEPULVEDA	12/8/00	1200	1405	504660
17-009-41-81	STEVEN W. GERLACH THERESA E. GERLACH	12/8/00	1200	1410	504662
17-009-08-81	RICHARD J. HANSEN NANCY J. HANSEN	12/8/00	1200	1415	504664
17-014-15-01	GURBINDER SINGH KALKAT RAMANDEEP KAUR SANDHU	12/8/00	1200	1420	504666
17-015-25-02	SHAHEEN KAZI	12/8/00	1200	1425	504668
17-020-34-71	KAREN E. MARLER DONNIE J. MARLER	12/8/00	1200	1430	504670

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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>
17-015-01-81	DENISE McLAUGHLIN RONAN MURRAY	12/8/00	1200	1435	504672
17-016-27-01	WAYNE MONSON CLAUDIA ELSNER	12/8/00	1200	1440	504674
17-016-20-01	THOMAS R. NELSON PATRICIA NELSON	12/8/00	1200	1445	504676
17-017-31-01	CHARLES NICHOLAS PIECZULEWSKI SACHIKO PIECZULEWSKI	12/8/00	1200	1450	504678
17-014-17-01	DOUGLAS R. PUFFENBARGER GAIL F. PUFFENBARGER	12/8/00	1200	1455	504680
17-016-42-01	MELITA R. SIMS-AGBABIKA	12/8/00	1200	1460	504682
17-014-16-01	SUNIL SODAH AARTI CHANDNANI	12/8/00	1200	1465	504684
17-017-02-02	MARCUS L. VINCENT JANET T. VINCENT	12/8/00	1200	1475	504688
17-013-10-01	RICHARD N. WHITE BRENDA L. WHITE	12/8/00	1200	1480	504690

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COPY

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 DEC 13 PM 3: 33

LINDA SLATER
RECORDER

\$ ^{1.00} PAID *AS* DEPUTY

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