

A portion of APN: 42-287-11

WHEN RECORDED MAIL TO:

Stewart Title of Douglas County
1701 County Road, Suite 2
Minden, Nevada 89423

**THE RIDGE TAHOE
DEED OF TRUST**

Title #TS09003896

Date of Deed of Trust: November 15, 2001

Trustor(s) Robert L. Cowles and Barbara B. Cowles, husband and wife
as joint tenants with right of survivorship

Trustor's Residence
(Principal Place of Business)
and Post Office Address

~~9372 N. Beauchere Woods Lane
Jacksonville, Florida 32257~~

9077 Cotswold Way
Jacksonville, Fl. 32257

Note Amount US \$75,794.63

Ridge Tahoe Week Number: 37-185-25-01

~~THIS INSTRUMENT IS ALSO A FIXTURE FILING IN ACCORDANCE WITH
NRS 104.9402(6).~~

0530413

BK1201PG6252

THIS DEED OF TRUST is made on or as of the Date of Deed of Trust set forth above by the above-named Trustor to Trustee, in favor of FIRST UNION NATIONAL BANK, a national banking association, whose principal place of business is 214 N. Hogan Street, 6th Floor, Jacksonville, Florida 32202, referred to herein as the "Beneficiary." The Trustee is STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, 1701 County Road, Suite 2, Minden, Nevada 89423, referred to herein as "Trustee;"

WITNESSETH:

For and in consideration of the Beneficiary's amending and modifying a certain loan from Beneficiary to Cowles & Shaughnessy, P.A. ("Borrower"), which loan is guaranteed by Robert L. Cowles, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment of the Note Amount set forth above according to the terms and conditions of Borrower's Amended, Modified, Restated and Renewal Note of dated June 1, 2001, to Beneficiary, and all amendments, modification, renewal, restatements, replacements and substitutions thereof (the "Note"), Trustor does hereby give, grant, bargain, sell, and convey unto Trustee, in trust, with power of sale, that certain Undivided Ownership Interest(s) ("UDI") described in Exhibits "A" and "B" which are attached to and part of this Deed of Trust; Exhibit "B" is attached to more accurately describe the Property.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed of Trust. All of the foregoing together with all personal property associated therewith is part of the Property described below.

AND the Trustor hereby covenants with the Beneficiary as follows:

1. Trustor is the lawful owner of the UDI stated herein (which together with all other interests conveyed to Trustor is referred to herein as the "Property") and has good right to grant and convey the same; and
2. Trustor will cause to be paid by Borrower the aforesaid sum together with interest thereon according to the tenor of the Note, said Note being hereby secured and by reference made a part hereof, or any amendments, modifications, restatements, renewals, substitutions or replacements thereof; and will pay all other sums that may hereafter be advanced or paid by the Beneficiary to or for the account of the Trustor or be owing by the Trustor to the Beneficiary, together with interest thereon until paid; and
3. Trustor will, until all obligations secured hereby are fully paid, also pay when due all assessments and charges of every kind, by whomsoever assessed or charged, whether on the Property or any interest therein, or with respect to any improvements thereon, benefits thereto, income therefrom, of the debt secured hereby, without any allowance or deduction

whatsoever on account thereof from any amount due under or secured by this Deed of Trust; and

4. Trustor will cause Property to be kept in good condition and state of repair, and will comply with all laws, rules, and regulations made by governmental authority and applicable thereto, and will not commit or suffer any waste or any unlawful, improper or offensive use of said property, or any other act or negligence whereby the same or any interest therein shall become liable under any lien or to seizure or attachment on mesne or final process of law, in bankruptcy or otherwise, or whereby the security shall be threatened or impaired; and

5. Trustor will observe and perform all of the terms, covenants and conditions contained in the deed demising the property covered by this Deed of Trust and hereby indemnifies the Beneficiary against any claims, costs and counsel fees or other loss arising from any breach of this covenant; and

6. That in case the Property or any part thereof is condemned, the Beneficiary is hereby irrevocably authorized to collect all the proceeds otherwise due Trustor, and the Beneficiary may release any money so received or apply the same upon any obligation secured thereby; and

7. That upon failure of the Trustor to observe or perform any covenant or condition of this Deed of Trust, or if any suit, proceeding, or other contingency shall arise or be threatened relating to any of the Property, the Beneficiary may, at the option of the Beneficiary but without any obligation whatsoever to do so, and without notice or demand, make any advances or incur such expenses or otherwise act as may in the judgment of the Beneficiary seem advisable to protect the security of the Beneficiary hereunder or carry out the covenant of the Trustor herein, even though any tax, assessment, rate, encumbrance or other charges advanced and paid in such behalf by the Beneficiary shall be invalid, and such advances shall be secured by this Deed of Trust and be charged and added to the principal of the note hereby secured and be equitably prorated on a monthly basis and paid by the Trustor to the Beneficiary, under the terms of said note together with and in addition to the monthly installment payments payable under the terms of said note; and

8. That if any of the property subject to this Deed of Trust shall be conveyed or assigned by the Trustor to any other party, then, unless the Beneficiary shall in writing accept the written undertaking of such other party to assume and discharge all obligations of this Deed of Trust and discharge the Trustor from further liability with respect thereto, all of the indebtedness hereby secured shall at once become due and payable at the option of the Beneficiary (any provision or term thereof to the contrary notwithstanding), without notice or demand to or upon the Trustor, and delay or failure on the part of the Beneficiary to demand such payments shall not prejudice the Beneficiary's right thereto; and Beneficiary agrees by accepting this Deed of Trust that so long as Trustor is not in default hereunder nor is there a default under the Note, Beneficiary will not unreasonably withhold its acceptance of the undertaking of such other party; and

9. That the records of the Beneficiary shall be prima facie evidence of all sums owing by the Trustor to the Beneficiary and of all advances made or expenses incurred by the Beneficiary under the terms of this Deed of Trust.

PROVIDED, HOWEVER, that if the Trustor shall pay all obligations hereby secured and otherwise well and faithfully perform and observe all of the covenants and conditions herein contained, then and in such events only Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing debts secured hereby to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

AND the Trustor hereby further covenants with and represents to said Beneficiary as follows:

1. That the cessation of the Trustor's interest in all or part of the Property by reason of sale or otherwise shall not effect the Trustor's liability under this Deed of Trust or other obligation secured by this Deed of Trust or under any guaranty nor Borrower's obligations under the Note; and

2. That if the Trustor shall be or become insolvent, or if any petition shall be filed for any relief under the provisions of the Bankruptcy Act or any state insolvency statute, by or against the Trustor, or if the Trustor shall make any general assignment for the benefit of creditors, or if any receiver shall be appointed for any property of the Trustor, then, in any such event, the whole of said principal sum and the interest shall become due and payable at the option of the Beneficiary without notice or demand to or upon the Trustor; and

3. That to the extent permitted by law the right and remedies provided for herein, or which the Beneficiary may have otherwise at law or in equity (including but not limited to the right to damages by reason of the Trustor's failure to keep, observe and perform any of the covenants, conditions or agreements contained in this Deed of Trust), shall be distinct, separate and cumulative and shall not be deemed to be inconsistent with each other, and none of them, whether or not exercised by Beneficiary shall be deemed to be in exclusion of any other, and any two (2) or more of all such rights and remedies may be exercised at the same time; and

4. That if this Deed of Trust shall be foreclosed or the power of sale granted hereby is exercised, the Trustor agrees that to the extent permitted by law there shall be included in the computation of the indebtedness secured hereby the amounts of a reasonable fee for the services of the Beneficiary's attorney in the foreclosure action or proceedings, as well as disbursements, costs, allowances and additional allowances provided by law.

BUT UPON FAILURE to pay said principal, interest or other amounts when due or upon the breach of any covenant or agreement hereof or in any promissory note or the terms of any other obligation hereby secured, or if the Trustor fails to observe and perform any covenant or agreement contained in the Declaration of Restrictions for the project, then and

in any of such events, subject to NRS 107.080, the whole amount of all indebtedness owing by or chargeable to the Trustor under any provision of this Deed of Trust or intended to be secured hereby, on any and every account, shall at the option of the Beneficiary, and without notice, at once become due and payable, and with or without foreclosure, the Beneficiary shall have the immediate right to receive and collect all rents, income and profits from the property hereby mortgaged, due or accrued or to become due, and said rents and profits are hereby assigned to the Beneficiary and said Beneficiary is hereby irrevocably appointed the attorney in fact of the Trustor in the name of the Trustor or in the Beneficiary's own name to demand, sue for, collect, recover and receive all such rents and profits, to compromise and settle any claim for rent or profits upon such terms and conditions as Beneficiary may deem proper, to enter into, renew or terminate leases or tenancies; and Beneficiary may invoke the power of sale and any other remedies permitted by applicable law (subject to the limitation that Beneficiary may not seek a deficiency judgment against Trustor), including the remedies of judicial or nonjudicial foreclosure of this Deed of Trust pursuant to the laws and procedures of the State of Nevada. Beneficiary shall be entitled to charge all expenses incurred in pursuing the remedies provided herein, including, but not limited to, reasonable attorneys' fees and costs of title.

AND FURTHER, if the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each County in which any part of the Property is located. Beneficiary or Trustee shall mail copies of such in the manner prescribed by applicable law to Trustor and to the other persons prescribed by applicable law. Trustee shall give public notice of the sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Trustor, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcel and in any order trustee determines. Trustee may, in accordance with applicable law, postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale.

AND FURTHER, Trustee shall deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, express or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it or to the County Clerk of the County in which the sale took place. Beneficiary or any persons in its behalf may purchase at any foreclosure sale and no other purchaser shall be answerable for the application of the purchase money.

AND FURTHER, it is also agreed that until any default the Trustor may hold and enjoy the Property; that as used in this Deed of Trust, the terms "herein", "hereof", "hereto", "hereunder", "herewith", and "hereby" mean a reference to this entire Deed of Trust unless restricted to a reference in context to a particular portion of this Deed of Trust; that the term "Beneficiary" as and when used herein shall include the Beneficiary, its successors and

assigns, and the term "Trustor" as and when used herein shall include the Trustor and the Trustor's heirs, personal representatives, successors and assigns; that the terms "advances", "cost", and "expenses" whenever herein used shall include reasonable attorney's fees whenever incurred; that the Trustor shall pay all expenses connected with the release of this Deed of Trust; that all covenants and agreements on the part of the Trustor to be observed and performed shall be joint and several if entered into by more than one (1); that the singular shall include the plural and vice versa; and that the use of any gender shall include all genders.

AND FURTHER, Trustor hereby appoints Beneficiary as Trustor's proxy to attend any and all meetings of the members of the Club and any continuation or adjournment thereof and to represent, vote, execute, consent and otherwise act for Trustor in the same manner and with the same effect as if Trustor were personally present; and to attend any and all meetings of the members of the Master Association and any continuation or adjournment thereof and to represent, vote, execute, consent and otherwise act for Trustor were personally present; the proxy hereby granted to Beneficiary shall be deemed a proxy coupled with an interest and shall survive, continue and be of full effect until all amounts secured hereby shall have been paid and/or satisfied in full and even if Trustor is personally present at a particular meeting of the owners association; provided, however, that this proxy shall be effective only if Trustor is in default (as represented to such association by Beneficiary) under the terms and provisions hereof.

AND FURTHER, Beneficiary, at its option, may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor Trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

AND FURTHER, the validity, construction, performance and effect of this Deed of Trust shall be governed by the laws of the State of Nevada.

AND FURTHER, where not inconsistent with the above, the following covenants, nos. 1; 2 (full replacement value); 3; 4 (eighteen percent (18%) per annum); 5; 6; 7 (a reasonable percentage); 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

Barbara B. Cowles acknowledges and confirms to Beneficiary that she has received a direct and substantial benefit from Beneficiary in the amending and modifying of the loan to Borrower evidenced by the Note secured hereby and she does hereby confirm and acknowledge the fact that Beneficiary has relied to its detriment on the joinder of Barbara B. Cowles herein and in the mortgaging and encumbering of her right, title and interest in the Property.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust on or as of the Date of Deed of Trust set forth above.

Robert L. Cowles
Robert L. Cowles

Barbara B. Cowles
Barbara B. Cowles

STATE OF FLORIDA)
) ss.
COUNTY OF DUVAL)

This instrument was acknowledged before me on November 15, 2001, by Robert L. Cowles. *Personally known to me.*



VICKIE J. HYDE
Notary Public, State of Florida
My comm. expires Sept. 12, 2004
Comm. No. CC 967435

Vickie J. Hyde
NOTARY PUBLIC
My Commission Expires: _____

STATE OF FLORIDA)
) ss.
COUNTY OF DUVAL)

This instrument was acknowledged before me on November 15, 2001, by Barbara B. Cowles. *Personally known to me.*



VICKIE J. HYDE
Notary Public, State of Florida
My comm. expires Sept. 12, 2004
Comm. No. CC 967435

Vickie J. Hyde
NOTARY PUBLIC
My Commission Expires: _____

00353336.DOC

A TIMESHARE ESTATE COMPRISED OF:

PARCEL ONE

An undivided 1/51st interest in and to that certain condominium as follows:

- (A) An undivided 1/106th interest as tenants-in-common, in and to Lot 37 as shown on Tahoe Village Unit No. 3-10th Amended Map, Recorded September 21, 1990 as Document No. 235008, Official Records of Douglas County, State of Nevada. Except therefrom Units 039 through 080 (inclusive) and Units 141 through 204 (Inclusive) as shown and defined on that certain Condominium Plan recorded as Document No. 182057, Official Records of Douglas County, State of Nevada.
- (B) Unit No. 185 as shown and defined on said last Condominium Plan.

PARCEL TWO

- (A) a non-exclusive easement for roadway and public utility purposes as granted to Harich Tahoe developments in deed re-recorded December 8, 1981, as Document No. 63026, being over a portion of Parcel 26-A (described in Document No. 01112, recorded June 17, 1976) in Section 30, Township 13 North, Range 19 East M.D.B. & M.; and
- (B) An easement for ingress, egress and public utility purposes, 32' wide, the centerline of which is shown and described on the Seventh Amended Map of Tahoe Village No. 3, recorded April 9, 1986, as Document No. 133178 of Official Records, Douglas County, State of Nevada.

PARCEL THREE

A non-exclusive right to use the real property known as "Common Area" as shown on Tahoe Village Unit No. 3-10th Amended Map, Recorded September 21, 1990 as Document No. 235008 of the Douglas County Recorder's Office, Douglas County, Nevada, within Section 30, Township 13 North, range 19 East, M.D.B. & M. for all those purposes provided for in the Declaration of Covenants, Conditions, and Restrictions recorded January 11, 1973, as Document No. 63681, in book 173 Page 229 of Official Records and in modifications thereof: (1) recorded September 28, 1973, as Document No. 69063 in Book 973 Page 812 of Official Records; (2) recorded July 2, 1976, as Document No. 1472 in Book 776 Page 87 of Official Records; and (3) recorded July 26, 1989, as Document No. 207446, in Book 789, Page 3011.

PARCEL FOUR

A non-exclusive easement for ingress and egress and recreational purposes and for the use and enjoyment and incidental purposes over, on and through Lots 29, 30, 35, 39, 40, and 41 as shown on Tahoe Village Unit No. 3 - 10th Amended Map, Recorded September 21, 1990 as Document No. 235008 of the Douglas County Recorder's Office, Douglas County, Nevada, within Section 30, Township 13 North, Range 19 East M.D.B. & M. for all those purposes provided for in the Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded February 14, 1984, as Document No. 96758 and as amended from time to time of Official Records of Douglas County, State of Nevada.

PARCEL FIVE

The Exclusive right to use any UNIT of the same Unit Type as described in the Declaration of Annexation of The Ridge Tahoe Phase Five recorded August 18, 1988, as Document No. 184461 of Official Records of Douglas the Douglas County, in which an interest is hereby conveyed in subparagraph (B) of Parcel One, and the non-exclusive right to use the real property referred to in subparagraph (A) of Parcel One and Parcels Two, Three and Four above for all of the purposes provided for in the Fourth Amended and Restated Declaration of covenants, Conditions and Restrictions of the Ridge Tahoe, recorded February 14, 1984, as Document No. 96758 of Official Records of Douglas County, during ONE use week within the PRIME season, as said quoted term is defined in the Declaration of Annexation of The Ridge Tahoe Phase Five.

The above described exclusive right may be applied to any available unit of the same Unit Type on Lot 37 during said use week within said "use season".

EXHIBIT "B" (37)

An undivided 1/51st interest as tenants in common in and to that certain real property and improvements as follows: (A) An undivided 1/106th interest in and to Lot 37 as shown on Tahoe Village Unit No. 3-13th Amended Map, recorded December 31, 1991, as Document No. 268097, rerecorded as Document No. 269053, Official Records of Douglas County, State of Nevada, excepting therefrom Units 039 through 080 (inclusive) and Units 141 through 204 (inclusive) as shown on that certain Condominium Plan Recorded July 14, 1988, as Document No. 182057; and (B) Unit No. 185 as shown and defined on said Condominium Plan; together with those easements appurtenant thereto and such easements 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 Five recorded August 18, 1988, as Document No. 184461, as amended, and as described in the Recitation of Easements Affecting the Ridge Tahoe recorded February 24, 1992, as Document No. 271619, and subject to said Declarations; with the exclusive right to use said interest in Lot 37 only, for one week each year in the Prime "Season" as defined in and in accordance with said Declarations.

A portion of APN: 42-287-11

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

2001 DEC 19 AM 10: 21

LINDA SLATER
RECORDER

\$22⁵⁰ PAID KX DEPUTY

0530413

BK 1201 PG 6260