

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.

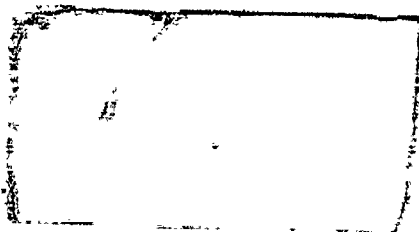
The Deeds of Trust constitute liens on the property and timeshare interests also described on **Exhibit "A"**. The property and the timeshare interests described in the Deeds of Trust refer to specific interests of timeshare owners in Walley's Hot Springs Resort according to a Declaration of Time Share 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

0572354

BK0403PG01773



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 thereof;
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 1st day of April, 2003.

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

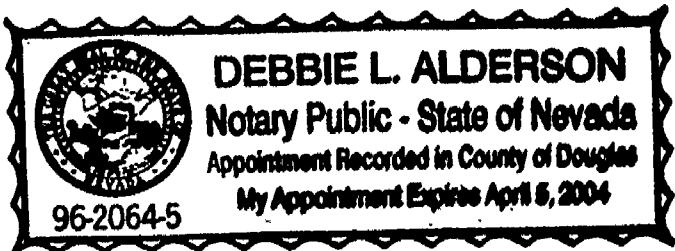
0572354

BK0403PG01774

State of Nevada :
County of Douglas : SS.

On this, the 1st day of April, 2003, before me, the undersigned, personally appeared David G. Hyman, who acknowledged himself to be the Controller for 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.



Debbie L. Alderson

Notary Public

COOPER

0572354
BK0403PG01775

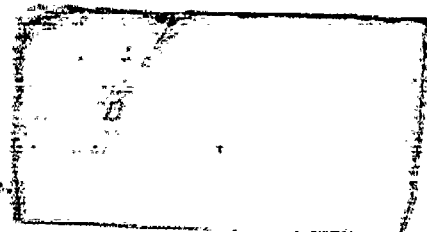


EXHIBIT "A"

Page 1 of 1

<u>Interval Number</u>	<u>Trustor(s) Name</u>	<u>Recording Date</u>	<u>Book</u>	<u>Page</u>	<u>Document No.</u>
17-050-10-01	MICHAEL W. HUNTER	3/21/03	0303	9394	570666
17-038-32-71	BRIAN A. KLEIN CATHERINE A. KLEIN	3/21/03	0303	9399	570668
17-050-36-01	DOUGLAS NAGY JENNY NAGY	3/21/03	0303	9406	570671
17-050-01-81	JUSTINA TAGGART JOSHUA NICHOLS	3/21/03	0303	9417	570676
17-023-24-01	JOE M. WOOLERY C. ELAYNE WOOLERY	3/21/03	0303	9422	570678
17-050-40-01	PEDRO ZAVALA ARACELI ZAVALA	3/21/03	0303	9427	570680

0572354
BK0403PG01776

EXHIBIT "A"

Page 1 of 1

<u>Interval Number</u>	<u>Trustor(s) Name</u>	<u>Recording Date</u>	<u>Book</u>	<u>Page</u>	<u>Document No.</u>
17-050-19-81	ANGEL CAMACHO CONCEPCION FUENTES	3/28/03	0303	13633	571578
17-042-30-82	ERIN CARNEY	3/28/03	0303	13638	571580
17-050-13-81	RONNA L. CASTRO GABRIEL G. CASTRO	3/28/03	0303	13643	571582
17-027-32-82	EDWINA SUE GIVAN-AXFORD	3/28/03	0303	13653	571586
17-051-01-81	GARY R. GRAEBER CAROL L. GRAEBER	3/28/03	0303	13658	571588
17-050-46-01	DEBRA L. PALMER CURTIS R. PALMER	3/28/03	0303	13665	571591
17-050-48-01	BRAD P. WAUGHTAL SHEILA M. WAUGHTAL	3/28/03	0303	13672	571594

REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 APR -3 PM 3: 14

WERNER CHRISTEN
RECORDER

\$ 1.80 PAID DEPUTY

0572354

BK 0403 PG 01777

