

A Portion of APN 1319-15-000-015

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS IS A DEED OF TRUST, made this May 17, 2003, by and between Alethea Frazier and Adam Frazier ^{wife and} ~~husband and~~
wife as joint tenants with right of survivorship

Trustor, to STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, whose address is 1702 County Road, Suite B Minden, NV 89423,
Trustee for WALLEY'S PARTNERS LIMITED PARTNERSHIP, a Nevada limited partnership, whose address is 2001 Foothill Road, Genoa, NV 89411
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 or appertaining, and any reversion, reversions or remainders
and all rents, issues and profits of said real property including insurance proceeds in accordance with Nevada Revised Statute ("NRS") 119a.570 and
proceeds of eminent domain proceedings consistent with the law, 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 \$ 8,541.00 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 WALLEY'S 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 or 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.

FURTHER WITNESSETH:

1. Trustor promises and agrees: to pay when due all assessments, dues and membership fees assessed by or owing to WALLEY'S 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 WALLEY'S 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 if 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,
personal 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.

0578348

BK0503PG15526

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 order 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. 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; credit approval of the assuming party; completion of an acceptance form and statements of acknowledgements by the assuming party of all documents applicable to the premises; and execution of an assumption agreement.

11. After a foreclosure of this Deed of Trust there shall be no right in Beneficiary to deficiency judgment.

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

STATE OF NEVADA, COUNTY OF DOUGLAS

TRUSTOR:

On May 17, 2003 personally appeared before me, a Notary Public

Alethea Frazier

Adam Frazier

Alethea Frazier
Alethea Frazier
Adam Frazier
Adam Frazier

personally known to me, (or proved to me on the basis of satisfactory evidence) who acknowledged that (they/he/she) executed the above instrument.
Signature

(Notary Public)

Notarial Seal
Acknowledgement must be used.

If executed by a Corporation the Corporation Form of

WHEN RECORDED MAIL TO:
#0205239C

Title Order No. _____
Escrow or Loan No. 17-052-39-81
SPACE BELOW THIS LINE FOR RECORDERS USE ONLY

4-28-00

0578348
BK0503PG15527

STATE OF NEVADA

COUNTY OF DOUGLAS

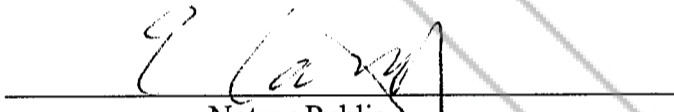
On this 17th day of May, 2003, Mark Souza, personally appeared before me, whom I know personally to be the person who signed this certificate while under oath, being sworn by me, and swears that he/she was present and saw

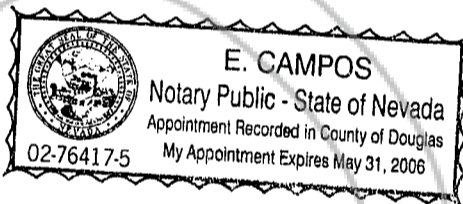
Alethea Frazier and Adam Frazier

sign the attached document and that it is their signature.


Mark Souza

Signed and sworn to before me by Mark Souza, this 17th day of May, 2003.


Notary Public



REV 5-03-00
0205239C

0578348
BK0503PG15528

Inventory No.: 17-052-39-81

EXHIBIT "A"
(Walley's)

A timeshare estate comprised of an undivided interest as tenants in common in and to that certain real property and improvements as follows:

An undivided 1/3978th interest in and to all that real property situate in the County of Douglas, State of Nevada, described as follows:

PARCEL E-1 of the Final Subdivision Map LDA #98-05 for DAVID WALLEY'S RESORT, a Commercial Subdivision, filed for record with the Douglas County Recorder on October 19, 2000, in Book 1000, at Page 3464, as Document No. 0501638, and by Certificate of Amendment recorded November 3, 2000, in Book 1100, at Page 467, as Document No. 0502689, Official Records of Douglas County, Nevada.

Together with a permanent non-exclusive easement for utilities and access, for the benefit of Parcel E-1, as set forth in Quitclaim Deed recorded September 17, 1998, in Book 998, at Page 3250, as Document No. 0449574, Official Records, Douglas County, Nevada.

Together with those easements appurtenant thereto and such easements and use rights described in the Declaration of Time Share Covenants, Conditions and Restrictions for David Walley's Resort recorded September 23, 1998, as Document No. 0449993, and as amended by Document Nos. 0466255, 0485265, 0489957, 0509920 and 0521436, and subject to said Declaration; with the exclusive right to use said interest for one Use Period within a STANDARD UNIT every other year in EVEN -numbered years in accordance with said Declaration.

A Portion of APN: 1319-15-000-015

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

2003 MAY 30 AM 10:09

WEATHER CHRISTEN
RECORDER

5.17.03 PAID KJ DEPUTY

0578348

BK 0503 PG 15529