

APN # 1318-26-101-006
WHEN RECORDED MAIL TAX STATEMENTS TO:
Centurion Resorts Corporation
3015 N. Ocean Blvd. #121
Ft. Lauderdale, Florida 33308

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-0305 PG- 5585 RPTT: 0.00



WHEN RECORDED MAIL TO:
InterCity Escrow Services
16 Crow Canyon Court, #200
San Ramon, CA 94583

#318

**KINGSBURY CROSSING
DEED OF TRUST
AND ASSIGNMENT OF RENTS**

Date of Deed of Trust OCTOBER 8TH, 20 04
Trustor(s) WILLIAM E. BARNHILL AND HEIDI K. BARNHILL
Trustor's Residence 10350 W. 60TH AVE, ARVADA, CO 80004
Note Amount US \$ 4,491.00
Interval Number: 330636A
HOA Number: 470554263
Season: High Low
Use: Annual

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

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 Centurion Resorts Corporation, a ~~Florida~~ corporation, whose principal place of business in the State of Nevada is 3700 Las Vegas Blvd. South #1162, Las Vegas, Nevada 89109, referred to herein as the "Beneficiary." The Trustee is STEWART TITLE GUARANTY, 16 Crow Canyon Court, Suite 200, San Ramon, CA 94583, referred to herein as "Trustee;"

WITNESSETH:

For and in consideration of the Beneficiary's financing the sale of that certain Interval herein described to Trustor on a deferred payment basis, and in order to secure the payment of the Note Amount set forth above according to the terms and conditions of the Trustor's Secured Promissory Note of even date hereof, said Note Amount being the unpaid balance in connection with the purchase of said Time Share Interest(s), Trustor does hereby give, grant, bargain, sell, and convey unto Trustee, in trust, with power of sale, that certain Kingsbury Crossing timeshare Interval ("Interval") described in Exhibit "A" which is attached to and part of this Deed of Trust.

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:

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1. Trustor is the lawful owner of the Interval stated herein (which together with all other interests conveyed to Trustor by the Grant, Bargain and Sale Deed is referred to herein as the "Property") and has good right to grant and convey the same; and
2. Trustor will pay the aforesaid sum together with interest thereon according to the tenor of said Secured Promissory Note of even date hereof made by the Trustor to the Beneficiary, said Secured Promissory Note being hereby secured and by reference made a part hereof, or any renewals 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 Grant, Bargain and Sale 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 or 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 under the Secured Promissory Note secured hereby or other obligation secured by this Deed of Trust; and

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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; and
5. That, if the Trustor is a corporation, the Board of Directors of the Trustor has by proper corporate action, which has not been modified or revoked, duly authorized the execution and delivery of this Deed of Trust and the Secured Promissory Note secured hereby by the officer or officers of the Trustor executing the same, and the certificate of incorporation of the Trustor does not require a vote or the consent of the shareholders to authorize the execution and delivery of said Secured Promissory Note or this Deed of Trust.

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 recorded Declaration of Timeshare Use (Kingsbury Crossing) recorded February 16, 1983 in Book 283, Page 1431 as Document No. 076233, Official Records of Douglas County, Nevada, as amended, 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, 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



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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 time share owners association ("Association") 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; 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 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.

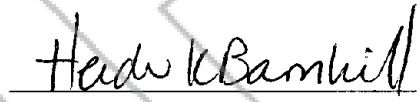
AND FURTHER, Beneficiary, at its option, may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor Trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable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



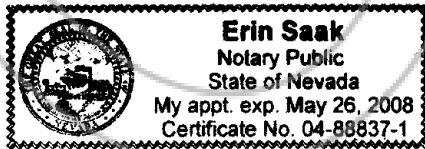
WILLIAM E. BARNHILL



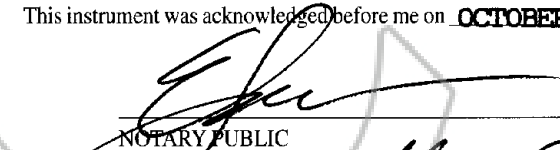
HEIDI K. BARNHILL

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

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)



This instrument was acknowledged before me on OCTOBER 8, 2004 by: WILLIAM E. BARNHILL AND HEIDI K. BARNHILL



NOTARY PUBLIC
My Commission Expires May 26, 2008

KINGSBURY CROSSING LEGAL DESCRIPTION

INTERVAL NUMBER: 3306-36

HOA NUMBER: 470554263

SEASON: HIGH LOW

USE: ANNUAL

THE LAND SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS, AND DESCRIBED AS FOLLOWS:

PARCEL A:

AN UNDIVIDED [ONE-THREE THOUSAND TWO HUNDRED AND THIRTEENTHS (1/3213)] INTEREST AS A TENANT-IN-COMMON IN THE FOLLOWING DESCRIBED REAL PROPERTY (THE "PROPERTY"):

A PORTION OF THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 18 EAST, MDB&M, DESCRIBED AS FOLLOWS:

PARCEL 3, AS SHOWN ON THAT AMENDED PARCEL MSAP FOR JOHN E. MICHAELSON AND WALTER COX RECORDED FEBRUARY 3, 1981, IN BOOK 281 OF OFFICIAL RECORDS, AT PAGE 172, DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 53178, SAID MAP BEING AN AMENDED MAP OF PARCELS 3 AND 4 AS SHOWN ON THAT CERTAIN MAP FOR JOHN E. MICHELSEN AND WALTER COX, RECORDED FEBRUARY 10, 1978, IN BOOK 278, OF OFFICIAL RECORDS, AT PAGE 591, DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 17578.

EXCEPTING FROM THE PROPERTY AND RESERVING TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, ALL THOSE CERTAIN EASEMENTS REFERRED TO IN PARAGRAPHS 2.5, 2.6 AND 2.7 OF THE DECLARATION OF TIMESHARE USE (KINGSBURY CROSSING) RECORDED FEBRUARY 16, 1983 IN BOOK 283, PAGE 1341 AS DOCUMENT NO. 076233, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, AS AMENDED (THE "DECLARATION"), TOGETHER WITH THE RIGHT TO GRANT SAID EASEMENTS TO OTHERS.

ALSO EXCEPTING THEREFROM THE NON-EXCLUSIVE RIGHTS TO USE THE "COMMON AREAS" AS DEFINED IN THE DECLARATION.

PARCEL B:

THE EXCLUSIVE RIGHT AND EASEMENT TO USE AND OCCUPY AN "ASSIGNED UNIT" AND THE "COMMON FURNISHINGS" THEREIN, TOGETHER WITH THE NON-EXCLUSIVE RIGHT TO OCCUPY THE "COMMON AREAS" IN PARCEL A ABOVE DURING A PROPERLY RESERVED "USE WEEK", DURING THE "SEASON" IDENTIFIED ABOVE, ON AN [ANNUAL] BASIS, AS DESIGNATED ABOVE, PROVIDED THAT SUCH USE PERIODS ARE FIRST RESERVED IN ACCORDANCE WITH THE DECLARATION AND THE "RULES AND REGULATIONS", AS EACH OF SAID TERMS ARE DEFINED IN THE DECLARATION REFERRED TO ABOVE.

PARCEL C:

ALL RIGHTS OF MEMBERSHIP IN KINGSBURY CROSSING OWNERS ASSOCIATION, A NEVADA NON-PROFIT CORPORATION ("ASSOCIATION"), WHICH ARE APPURTENANT TO THE INTERESTS DESCRIBED IN PARCELS A AND B UNDER THE DECLARATION AND BYLAWS OF THE ASSOCIATION.

EXHIBIT "A"

