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OFFICIAL RECORD
Requested By:
WARNER SMITH & HARRIS

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 6 Fee: 19.00
BK-0305 PG-12781 RPTT: 0.00



WHEN RECORDED MAIL TO:
APN Parcel No. 1318-15-817-001 (PTN)
Lawyers Title of Nevada, Inc.
1210 S. Valley View, Suite 104
Las Vegas, NV 89102

MAIL TAX BILL TO:
Fairfield Resorts, Inc.
265 East Harmon Avenue
Las Vegas, NV 89109

DEED OF TRUST AND ASSIGNMENT

Said Assignment is attached as Exhibit "A" hereto and made a part hereof.

Date of Deed of Trust: 02-05-2005

Trustor(s) **CARL SHANNON
CHERYL MCKNEELY (JOINT TENANTS WITH THE RIGHT OF
SURVIVORSHIP)**

Trustor's Residence (Principal Place of Business) and Post Office Address **PO BOX 12457
ZEPHYR COVE NV 89448**

Note Amount **US \$ 11,744.10**

Contract Number: **57-0500397**

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

Buyer's Initials *CS*

DEED OF TRUST AND ASSIGNMENT

THIS DEED OF TRUST AND ASSIGNMENT ("Deed of Trust"), is made this 5th day of February, 2005, between **CARL SHANNON CHERYL MCKNEELY (JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP)** ("Trustor"), whose address is **3627 W. 64TH STREET LOS ANGELES - USA** and **LAWYERS TITLE OF NEVADA, INC. ("Trustee")**, whose address is **1210 S. Valley View, Suite 104, Las Vegas, Nevada 89102** and **FAIRFIELD RESORTS, INC., a Delaware corporation ("Beneficiary")** or its assigns, whose address is **8427 South Park Circle, Suite 500, Orlando, Florida 32819**.

WITNESSETH: For and in consideration of the Beneficiary's financing the sale of that certain Undivided Ownership Interest(s) ("UDI") 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 Promissory Note of even date hereof, Trustor does hereby give, grant, bargain, sell, and convey unto Trustee, in trust, with power of sale, that certain UDI described as: a **105000 / 138,156,000** undivided fee simple interest as tenants in common in Units **7101-7103, 7201-7203, 7301-7303** in the South Shore Condominium ("Property"), located at **180 Elks Point Road in Zephyr Cove, Nevada 89449**, according to the Parcel Map filed at Parcel Map File 1202, Page 02181 in Douglas County, Nevada, subject to all provisions thereof and those contained in that certain Declaration of Restrictions for Fairfield Tahoe at South Shore ("Timeshare Declaration") dated September 29, 2004 and recorded October 28, 2004 in Book 1004/13107 as Instrument No. 628022, Official Records of Douglas County, Nevada, which subjected the Property to a timeshare plan called Fairfield Tahoe at South Shore ("Timeshare Plan"). The property subject to the Timeshare Plan is hereinafter referred to as the "UDI".

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances 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 will pay the aforesaid sum together with interest thereon according to the Promissory Note, said 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.
2. Trustor will observe and timely perform all of the terms, covenants and conditions contained in the Declaration governing the Property, including, but not limited to, payment of assessments, dues and other charges, as well as the Articles of Incorporation, By-laws, rules or other documents governing ownership or use of the Property or Trustor's membership in the property owners association. Any such default in performance as set forth herein shall be an event of default under this Deed of Trust.
3. That Trustor hereby grants to Beneficiary a security interest in Trustor's rights under the policies of insurance maintained by the property owners association which has jurisdiction over the Property, and in all of Trustor's interests in the proceeds of such insurance and in any award of damages in connection with any condemnation or taking by any governmental or quasi-governmental agency or authority, which proceeds or award must be payable to Beneficiary in the event Trustor becomes entitled thereto pursuant to the terms of the Declaration. The amount collected by Beneficiary hereunder may be applied to any indebtedness secured hereby or, at the option of Beneficiary, may be released in whole or in part to Trustor.

Buyer's Initials



BUT UPON FAILURE to pay the Note Amount or other amounts when due or upon the breach of any covenant or agreement hereof or of the Promissory Note, or if the Trustor fails to observe and perform any covenant or agreement contained in the Declaration, 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; 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, 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.

Buyer's Initials




IN WITNESS WHEREOF, Trustor has executed this Deed of Trust on the date written below.

"TRUSTOR"

Carl Shannon

Name: CARL SHANNON

Date: 2/6/05

"TRUSTOR"

Cheryl Mckneely

Name: CHERYL MCKNEELY

Date: 02/06/05

STATE OF Nevada)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on February 6, 2005 by:
CARL SHANNON CHERYL MCKNEELY (JOINT TENANTS WITH THE RIGHT OF
SURVIVORSHIP).



Wan Stapp
NOTARY PUBLIC
My Commission Expires 4/23/08

