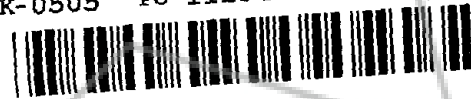


DOC # 0645225
05/25/2005 03:20 PM Deputy: KLJ
OFFICIAL RECORD
Requested By:
STEWART TITLE

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 5 Fee: 18.00
BK-0505 PG-11294 RPTT: 0.00



Return to:

Liberty Bank
c/o Wellington Financial
1706 Emmet Street, #2
Charlottesville, VA 22901
Attention: Crystal Shifflett
(434) 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 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 therefor;
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 therefor;
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 24th day of May, 2005.

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



State of Nevada :
County of Douglas : ss.

On this, the 24th day of May, 2005, 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.



Notary Public

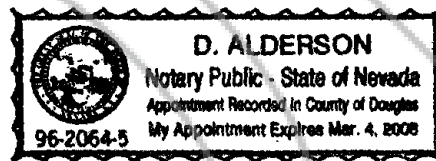


EXHIBIT "A"

Page 1 of 2

<u>Interval Number</u>	<u>Trustor(s) Name</u>	<u>Recording Date</u>	<u>Book</u>	<u>Page</u>	<u>Document No.</u>
17-075-16-81	SHIRLEY BALES	5/13/2005	0505	5879	0644288
17-075-12-01	MARTHA K. CANTRELL	5/13/2005	0505	5886	0644290
17-073-44-81	KEVIN P. CORREIA	5/13/2005	0505	5895	0644293
17-073-13-71	DANIEL P. GONZALES	5/13/2005	0505	5902	0644295
17-075-05-81	PETER GUTTER MICHAEL ANN GUTTER	5/13/2005	0505	5911	0644298
17-075-11-81	ANDREA HAZLEY	5/13/2005	0505	5918	0644300
17-073-27-81	CYNTHIA D. SHERMAN	5/13/2005	0505	5929	0644304
17-075-10-81	JASON VEGA MELISA VEGA	5/13/2005	0505	5936	0644306
17-074-13-01	MURRY L. WALKER JUDY L. WALKER	5/13/2005	0505	5943	0644308



EXHIBIT "A"

Page 2 of 2

<u>Interval Number</u>	<u>Trustor(s) Name</u>	<u>Recording Date</u>	<u>Book</u>	<u>Page</u>	<u>Document No.</u>
17-062-34-82	TY CANTRELL AMY CANTRELL	5/20/2005	0505	9171	0644861
17-074-49-01	RUSSELL M. CLUBB WENDY CLUBB	5/20/2005	0505	9178	0644863
17-075-24-81	KRIS M. DE ALBA JUANITA P. DE ALBA	5/20/2005	0505	9185	0644865
17-061-41-02	BRIAN JAMES HALE BARBARA J. MACK	5/20/2005	0505	9196	0644869
17-075-19-01	ADEL NAJDOWSKI ADAM NAJDOWSKI	5/20/2005	0505	9203	0644871
17-073-38-81	JEFF NANCE AMANDA NANCE	5/20/2005	0505	9210	0644873
17-075-21-01	ZAO A. REID FRANKLIN C. JONES	5/20/2005	0505	9217	0644875
17-026-33-01	SHIRLEY SIMONS	5/20/2005	0505	9224	0644877

