

OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV
Werner Christen - Recorder

Page: 1 of 5 Fee: 18.00
BK-0805 PG- 8310 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 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 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 17th day of August, 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: _____

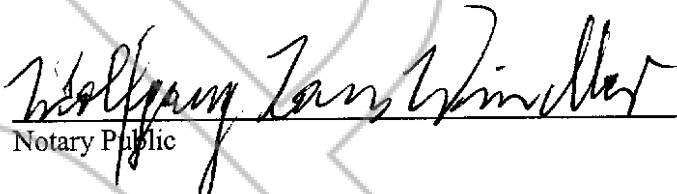
David G. Hyman, Controller



State of Nevada :
County of Douglas : ss.

On this, the 17th day of August, 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

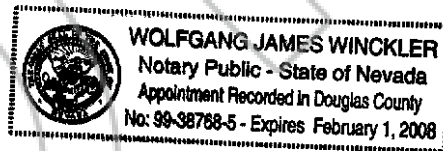


EXHIBIT "A"

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<u>Interval Number</u>	<u>Trustor(s) Name</u>	<u>Recording Date</u>	<u>Book</u>	<u>Page</u>	<u>Document No.</u>
17-075-22-81	FRED G. ALLARD URSULA E. SCHNEEBERGE	8/12/2005	0805	5524	0652033
17-074-25-71	ACE R. ARIAZ JENNIFER D. ARIAZ	8/12/2005	0805	5531	0652035
17-075-36-81	DAN A. BELTRAMO KATHERINE M. BELTRAMO	8/12/2005	0805	5538	0652037
17-078-09-81	KEVIN CARR DONNA HORNBROOK	8/12/2005	0805	5545	0652039
17-077-51-01	DAVE EDMONDS PATRICIA EDMONDS	8/12/2005	0805	5552	0652041
17-078-10-01	WAYNE L. FENNELL KATHLEEN D. FENNELL	8/12/2005	0805	5561	0652044
17-026-43-01	JILLAIN C. GADBERRY STEVEN GADBERRY	8/12/2005	0805	5568	0652046
17-074-05-71	DAVID B. GERSTEN SUZANNE BLAKE	8/12/2005	0805	5575	0652048
17-078-05-01	THEODORE GIFFORD FRANCINE GIFFORD	8/12/2005	0805	5582	0652050
17-026-46-01	GARY D. HEINZ EARLEEN F. HEINZ	8/12/2005	0805	5589	0652052



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<u>Interval Number</u>	<u>Trustor(s) Name</u>	<u>Recording Date</u>	<u>Book</u>	<u>Page</u>	<u>Document No.</u>
17-075-46-01	MICHAEL J. HORN MARY J. HORN	8/12/2005	0805	5596	0652054
17-078-07-81	TORI M. MARTINEZ	8/12/2005	0805	5603	0652056
17-077-14-01	DEAN W. McPHEE ANN-MARIE McPHEE	8/12/2005	0805	5610	0652058
17-017-50-82	JOHN A. NORRIS CANDI A. NORRIS	8/12/2005	0805	5621	0652062
17-078-02-01	DAVID L. RAU BUFFY SALVADOR RAU	8/12/2005	0805	5628	0652064
17-077-31-01	KARLA LYNN TERRY	8/12/2005	0805	5637	0652067



0652599

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