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OFFICIAL RECORD

Requested By:
**GUNTER HAYES & ASSOCIATES
LLC**

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 6 Fee: 19.00
BK-0108 PG- 1381 RPTT: 0.00



WHEN RECORDED MAIL TO:
APN Parcel No. 1318-15-822-001PTN
APN Parcel No. 1318-15-823-001PTN
Gunter-Hayes & Associates, agents
for Lawyers Title Insurance Corp.
After recording, mail to: Attn: Stephen Campbell
Gunter-Hayes & Associates
3200 West Tyler, Suite D
Conway, Arkansas 72034

MAIL TAX BILL TO:

Wyndham Vacation Resorts, Inc.
180 Elks Point Road
ZephyrCove, NV 89449

DEED OF TRUST AND ASSIGNMENT

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

Date of Deed of Trust: 10-13-2007

Trustor(s) **HEATH A TURNER
GINGER Y TURNER JOINT TENANTS WITH THE RIGHT OF
SURVIVORSHIP**

Trustor's Residence **PO BOX 12457**
(Principal Place of Business) **ZEPHYR COVE NV 894480000**
and Post Office Address

Note Amount **US \$ 14,071.85**

Contract Number: **00057-0709758**

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

BUYER'S INITIALS

X *[Handwritten initials]* + *[Handwritten initials]*

DEED OF TRUST AND ASSIGNMENT

THIS DEED OF TRUST AND ASSIGNMENT ("Deed of Trust"), is made this 13TH day of OCTOBER, 2007, between **HEATH A TURNER GINGER Y TURNER JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP** ("Trustor"), whose address is **PO BOX 1646 ALPINE TX 79831- USA** and **LAWYERS TITLE OF NEVADA, INC.** ("Trustee"), whose address is 1210 S. Valley View, Suite 104, Las Vegas, Nevada 89102 and **FAIRFIELD VACATION 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 Vacation Ownership Interest(s) ("VOI") 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 VOI described as: a 154000 / 183,032,500 undivided fee simple interest as tenants in common in Units 12101-12103,12201-12203,12302,14102-14104,14202-14204,14302 in the South Shore Condominium ("Property"), located at 180 Elks Point Road in Zephyr Cove, Nevada 89449, according to the Parcel Map filed of record at Book 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 October 21, 2002 and recorded December 8, 2002 in Book 1202 as Instrument No. 02182, 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 "VOI".

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.

BUYER'S INITIALS

[Handwritten initials: HT and GYT]

Contract No. 00057-0709758

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.

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

"TRUSTOR"

[Handwritten signature of Heath A Turner]

Name: HEATH A TURNER

Date: 10/13/07

"TRUSTOR"

[Handwritten signature of Ginger Y Turner]

Name: GINGER Y TURNER

Date: 12/13/07

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on October 13, 2007, by:
HEATH A TURNER GINGER Y TURNER JOINT TENANTS WITH THE RIGHT OF
SURVIVORSHIP.

Richard H. Bohannon
Notary Public, State of Nevada
Date Appointment Exp: 01-09-2019
Certificate No: 08-102262-5



[Handwritten signature of Richard H. Bohannon]
NOTARY PUBLIC
My Commission Expires 1/09/2010

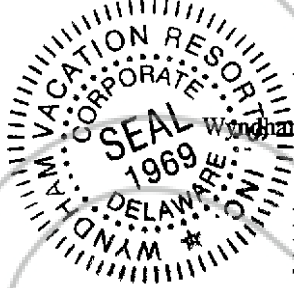
Exhibit A

Contract # 000570709758

**COLLATERAL ASSIGNMENT
ALLONGE TO DEED OF TRUST**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wyndham Vacation Resorts, Inc., a Delaware corporation, having its principal place of business at 8427 South Park Circle, Orlando, FL 32819 ("Assignor") hereby assigns, transfers and grants all of its beneficial interest under the Note and Deed of Trust by and between Heath A. Turner and Ginger Y. Turner, Joint Tenants With the Right of Survivorship and assignor dated 10/13/2007, as collateral, to U.S. Bank National Association, successor agent, 269 Technology Way, Building B, Unit 3, Rocklin, CA 95765 ("Assignee"), as Collateral Agent for itself and the other secured parties who are now or may become parties to that certain Collateral Agency Agreement, dated as of July 1, 2002, among the Collateral Agent, the Secured Parties (as defined therein), and others, as amended, to secure the obligations described therein. This Assignment shall be governed by and construed under the laws of the State of Nevada. This Assignment shall be binding upon and shall inure to the benefit of respective successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the 19th day of November, 2007.



Assignor:

Wyndham Vacation Resorts, Inc., a Delaware corporation

By:

Name: Sharon David

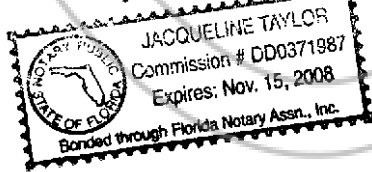
Title: Director, Title Services

STATE OF Florida)

) ss.

COUNTY OF Orange)

This instrument was acknowledged before me on the 19th day of November, 2007, by Sharon David as Director, Title Services of Wyndham Vacation Resorts, Inc., a Delaware corporation.



Notary Public: Jacqueline Taylor

My Commission Expires: 11/15/2008

