

OFFICIAL RECORD

Requested By:

GUNTER HAYES & ASSOCIATES
LLC

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 6 Fee: 19.00
BK-0508 PG-2957 RPTT: 0.00



WHEN RECORDED MAIL TO:

APN Parcel No. 1318-15-818-001PTN
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: 02-22-2008

Trustor(s) MARIO A LIERAS SINGLE MAN

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

Note Amount US \$ 13,454.10

Contract Number: 00057-0801001

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

BUYER'S INITIALS m

DEED OF TRUST AND ASSIGNMENT

THIS DEED OF TRUST AND ASSIGNMENT ("Deed of Trust"). is made this 22ND day of FEBRUARY, 2008, between MARIO A LIERAS SINGLE MAN ("Trustor"), whose address is 551 59TH ST. APT B OAKLAND CA 94609 - USA and LAWYERS TITLE OF NEVADA, INC. ("Trustee"), whose address is 1210 S. Valley View, Suite 104, Las Vegas, Nevada 89102 and WYNDHAM 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 105000 / 109,787,500 undivided fee simple interest as tenants in common in Units 8101-8103,8201-8203,8301-8303 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 ML

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"

Mario Lieras

Name: MARIO A LIERAS

Date: 2/22/08

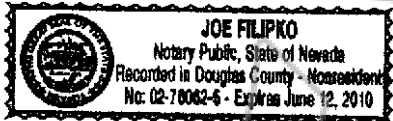
"TRUSTOR"

Name:

Date:

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on FEB 22 2008 by:
MARIO A LIERAS SINGLE MAN .



Joe Filipko
NOTARY PUBLIC

My Commission Expires 6-12-10

