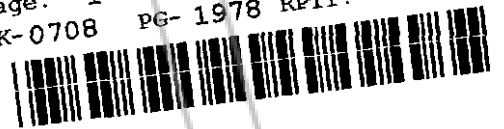


18

DOC # 0726596
07/11/2008 03:38 PM Deputy: SD
OFFICIAL RECORD
Requested By:
GUNTER-HAYES & ASSOCIATES

LLC
Douglas County - NV
Werner Christen - Recorder
Page: 1 of 5 Fee: 18.00
BK-0708 PG-1978 RPTT: 0.00



WHEN RECORDED MAIL TO:
APN Parcel No.: 1318-15-822-001 PTN
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
Zephyr Cove, 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: 10/03/2007

Trustor(s) Mac Rae Bartholomew and Vira Beth Bartholomew, Trustees of
THE MAC RAE AND VIRA BETH BARTHOLOMEW FAMILY TRUST, dated September 25, 1998

Trustor's Residence: 2762 SIERRA VISTA WAY
(Principal Place of Business) BISHOP, CA 93514
and Post Office Address

Note Amount: US \$23,794.19

Contract Number: 000570709493

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

4. That upon failure of the Trustor to observe or perform any covenant or condition of this Deed of Trust, or if any suit, proceeding, or other contingency shall arise or be threatened relating to any of the Property, the Beneficiary may, at the option of the Beneficiary but without any obligation whatsoever to do so, and without notice or demand, make any advances or incur such expenses or otherwise act as may in the judgment of the Beneficiary seem advisable to protect the security of the Beneficiary hereunder or carry out the covenant of the Trustor herein, and such advances shall be secured by this Deed of Trust and be charged and added to the Note Amount hereby secured and be equitably prorated on a monthly basis and paid by the Trustor to the Beneficiary, under the terms of the Promissory Note.

5. That if any of the Property shall be conveyed or assigned by the Trustor to any other party, then, unless the Beneficiary shall in writing accept the written undertaking of such other party to assume and discharge all obligations of this Deed of Trust and discharge the Trustor from further liability with respect thereto, all of the indebtedness hereby secured shall at once become due and payable at the option of the Beneficiary (any provision or term thereof to the contrary notwithstanding), without notice or demand to or upon the Trustor, and delay or failure on the part of the Beneficiary to demand such payments shall not prejudice the Beneficiary's right thereto.

6. That the records of the Beneficiary shall be prima facie evidence of all sums owing by the Trustor to the Beneficiary and of all advances made or expenses incurred by the Beneficiary under the terms of this Deed of Trust.

7. That time is of the essence of this Deed of Trust, and that by accepting performance of any obligation secured hereby after its due date, Beneficiary or Trustee, as the case may be, does not waive its right to require prompt performance when due of all other obligations so secured or to declare a default hereunder for failure so to perform.

PROVIDED, HOWEVER, that if the Trustor shall pay all obligations hereby secured and otherwise well and faithfully perform and observe all of the covenants and conditions herein contained, then and in such events only Beneficiary shall surrender this Deed of Trust and the Promissory Note to Trustee.

AND the Trustor hereby further covenants with and represents to said Beneficiary as follows:

1. That the cessation of the Trustor's interest in all or part of the Property by reason of sale or otherwise shall not effect the Trustor's liability under this Deed of Trust or under the Promissory Note; and

2. That if the Trustor shall be or become insolvent, or if any petition shall be filed for any relief under the provisions of the Bankruptcy Act or any state insolvency statute, by or against the Trustor, or if the Trustor shall make any general assignment for the benefit of creditors, or if any receiver shall be appointed for any property of the Trustor, then, in any such event, the outstanding Note Amount and the interest shall become due and payable at the option of the Beneficiary without notice or demand to or upon the Trustor; and

3. That to the extent permitted by law the right and remedies provided for herein, or which the Beneficiary may have otherwise at law or in equity (including but not limited to the right to damages by reason of the Trustor's failure to keep, observe and perform any of the covenants, conditions or agreements contained in this Deed of Trust), shall be distinct, separate and cumulative and shall not be deemed to be inconsistent with each other, and none of them, whether or not exercised by Beneficiary shall be deemed to be in exclusion of any other, and any two (2) or more of all such rights and remedies may be exercised at the same time; provided, however, that Beneficiary agrees that following foreclosure under this Deed of Trust, Beneficiary shall not pursue any deficiency judgment against Trustor; and

4. That if this Deed of Trust shall be foreclosed or the power of sale granted hereby is exercised, the Trustor agrees that to the extent permitted by law, there shall be included in the computation of the indebtedness secured



hereby the amounts of a reasonable fee for the services of the Beneficiary's attorney in the foreclosure action or proceedings, as well as disbursements, costs, allowances and additional allowances provided by law.

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.

THIS DOCUMENT replaces the original Deed of Trust and Assignment dated 10/03/2007, and any payments or setoffs hereto made to the original Deed of Trust will apply to the note amount stated herein.



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"

Mac Rae Bartholomew
Name: MAC RAE BARTHOLOMEW, TTEE

STATE OF Nevada)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me on April 18, 2008 by Mac Rae Bartholomew, Ttee.



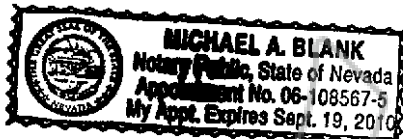
Signature: [Signature]
Notary Public
Print Name: Michael A Blank
My Commission Expires: 9/19/2010

"TRUSTOR"

Vira Beth Bartholomew
Name: VIRA BETH BARTHOLOMEW, TTEE

STATE OF Nevada)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me on April 18, 2008 by Vira Beth Bartholomew, Ttee.



Signature: [Signature]
Notary Public
Print Name: Michael A Blank
My Commission Expires: 9/19/2010

