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10/28/2008 02:59 PM Deputy: GB

OFFICIAL RECORD

Requested By:
GUNTER-HAYES & ASSOCIATES

LLC
Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 7 Fee: 20.00
BK-1008 PG- 4684 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: 07/26/2008

Trustor(s) **Ann L. Denton and Nicholas J. Denton-Brown as Joint Tenants**
with Right of Survivorship

Trustor's Residence: 15508 BUENA VISTA AVENIDA
(Principal Place of Business) SONORA, CA 953700000
and Post Office Address

Note Amount: US \$11,474.10

Contract Number: 000570806034

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

DEED OF TRUST AND ASSIGNMENT

THIS DEED OF TRUST AND ASSIGNMENT ("Deed of Trust"), is made this 11th day of August, 2008, between Ann L. Denton and Nicholas J. Denton-Brown as Joint Tenants with Right of Survivorship, ("Trustor"), whose address is PO BOX 12457, ZEPHYR COVE, NV 89448, 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, Orlando, FL 32819.

WITNESSETH: For and in consideration of the Beneficiary's financing the sale of the 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 **84,000/183,032,500** undivided fee simple interest as tenants in common in **Units 12101, 12102, 12103, 12201, 12202, 12203, 12302, 14102, 14103, 14104, 14202, 14203, 14204 and 14302** in **South Shore Condominium** ("Property"), located at 180 Elks Point Road in Zephyr Cove, Nevada 89449, according to the Final Map #01-026 and Condominium Plat of South Shore filed of record in Book 1202, Page 2181 as Document Number 559872 in Douglas County, Nevada, and subject to all provisions thereof and those contained in that certain Declaration of Condominium - South Shore ("Timeshare Declaration") dated October 21, 2002 and recorded December 5, 2002 in Book 1202, Page 2182 as Instrument Number 559873, and also subject to all the provisions contained in that certain Declaration of Restrictions for Fairfield Tahoe at South Shore and recorded October 28, 2004 in Book 1004, Page 13107 as Instrument Number 628022, Official Records of Douglas County, Nevada, which subjected the Property to a timeshare plan called Fairfield Tahoe at South Shore ("Timeshare Plan").

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.
3. That Trustor hereby grants to Beneficiary a security interest in Trustor's rights under the policies of insurance maintained by the property owners association which has jurisdiction over the Property, and in all of Trustor's interests in the proceeds of such insurance and in any award of damages in connection with any condemnation or taking by any governmental or quasi-governmental agency or authority, which proceeds or award must be payable to Beneficiary in the event Trustor becomes entitled thereto pursuant to the terms of the Declaration. The amount collected by Beneficiary hereunder may be applied to any indebtedness secured hereby or, at the option of Beneficiary, may be released in whole or in part to Trustor.



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 07/26/2008, 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"

Ann L Denton

Name: ANN L DENTON

STATE OF _____)

COUNTY OF _____) ss.

This instrument was acknowledged before me on _____, 20____ by ANN L DENTON.

Signature: _____
Notary Public
Print Name: _____
My Commission Expires: _____

"TRUSTOR"

Nicholas J Denton-Brown

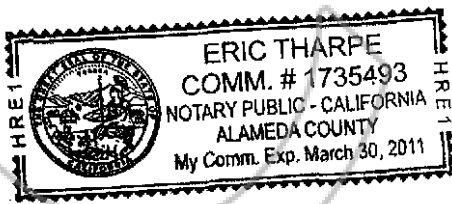
Name: NICHOLAS J DENTON-BROWN

STATE OF CA)

COUNTY OF Alameda) ss.

This instrument was acknowledged before me on Sept 2, 2008 by NICHOLAS J DENTON-BROWN.

Signature: *[Signature]*
Notary Public
Print Name: Eric Tharpe
My Commission Expires: March 30 2011



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Tuolumne

On September 17, 2008 before me, Wendi L Thiel-Cook, Notary
Date Here Insert Name and Title of the Officer

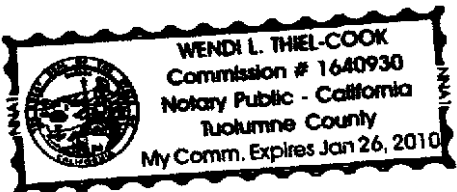
personally appeared Ann Louise Denton
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deed of Trust & Assignment

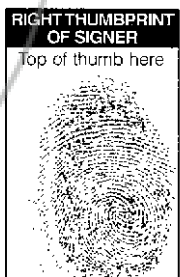
Document Date: July 20th, 2008 Number of Pages: 6

Signer(s) Other Than Named Above: See Attached Documents

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ann Louise Denton

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Trustee



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Exhibit A

Contract # 000570806034

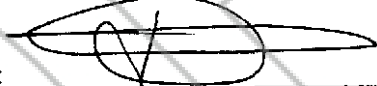
**COLLATERAL ASSIGNMENT
ALLONGE TO DEED OF TRUST**

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 Ann L. Denton and Nicholas J. Denton-Brown, Joint Tenants With the Right of Survivorship and assignor dated 07/26/2008, 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 18th day of September, 2008.

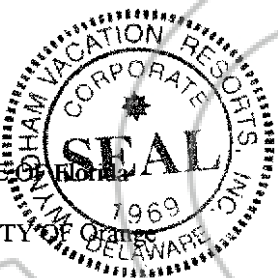
Assignor:

Wyndham Vacation Resorts, Inc., a Delaware corporation

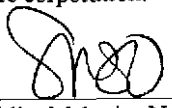


By: _____
Name: Danielle Barca
Title: Director, Title Services

STATE OF FLORIDA)
COUNTY OF ORANGE) ss.
)



This instrument was acknowledged before me on the 18th day of September, 2008, by Danielle Barca as Director, Title Services of Wyndham Vacation Resorts, Inc., a Delaware corporation.



Notary Public: Melonise Noel

My Commission Expires: 09/28/2009

