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Doc Number: **0836297**

01/03/2014 02:03 PM

OFFICIAL RECORDS

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

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 6 Fee: \$ 19.00

BK: 0114 Pg: 401



Deputy sd

WHEN RECORDED MAIL TO:

APN Parcel No. 1318-15-819-001PTN  
Gunter-Hayes & Associates, agents  
for Fidelity National Title Insurance Company  
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

10-27-2013

Trustor(s)

GARY E NUSBAUM SINGLE MAN

Trustor's Residence  
(Principal Place of Business)  
and Post Office Address

PO BOX 12457  
ZEPHYR COVE NV 894480000

Note Amount

US \$11,364.09

Contract Number.

00057-1303122

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

BUYER'S INITIALS

Contract No. 00057-1303122

**DEED OF TRUST AND ASSIGNMENT**

THIS DEED OF TRUST AND ASSIGNMENT ("*Deed of Trust*"), is made this 27TH day of OCTOBER, 2013, between GARY E NUSBAUM SINGLE MAN ("*Trustor*"), whose address is 718 SYCAMORE AV SPC 1 VISTA CA 92083 - USA, and Fidelity National Title Insurance Company ("*Trustee*"), whose address is 2400 Maitland Center Parkway, Suite 110, Maitland, Florida 32751 and WYNDHAM VACATION RESORTS, INC., a Delaware corporation ("*Beneficiary*") or its assigns, whose address is 8427 SouthPark Circle, 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 Trustors promissory note ("*Note*") amount set forth above according to the terms and conditions of the 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 84,000/90,245,000 undivided fee simple interest as tenants in common in Units 9101 - 9104, 9201, 9203, 9204 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 Condominium South Shore ("*Condominium Declaration*") dated October 21, 2002 and recorded December 5, 2002, and also subject to all the provisions contained in that certain Declaration of Restrictions for Fairfield Tahoe at South Shore ("*Timeshare Declaration*") (collectively referred to as "*Declarations*"), dated September 29, 2004 and recorded October 28, 2004 in Book 1004, Page 13107 as Instrument No. 0628022, 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 Note, said 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 Declarations 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






Contract No. 00057-1303122

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"

  
\_\_\_\_\_  
GARY E NUSBAUM

Date. 10-27-13

"TRUSTOR"

\_\_\_\_\_

Date \_\_\_\_\_

STATE OF NEVADA )  
 ) ss  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on OCTOBER 27, 2013, by: **GARY E NUSBAUM SINGLE MAN** .



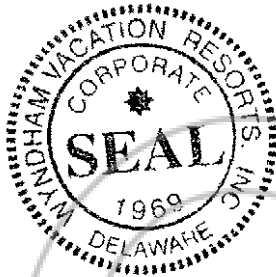
  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

**Exhibit A**

**Contract # 000571303122      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 6277 Sea Harbor Drive, Orlando, FL 32821 ("Assignor") hereby assigns, transfers and grants all of its beneficial interest under the Note and Deed of Trust by and between Gary E Nusbaum and assignor dated 10/27/2013, 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 26th day of November, 2013.



Assignor:

Wyndham Vacation Resorts, Inc., a Delaware corporation

By: 

Name: Danielle Barca

Title: Director, Title Services

STATE OF Florida                    )  
                                                  ) ss.  
COUNTY OF Orange                )

This instrument was acknowledged before me on the 26th day of November, 2013, by Danielle Barca as Director, Title Services of Wyndham Vacation Resorts, Inc., a Delaware corporation.

  
Notary Public: Denise H. Belton

My Commission Expires: 09/18/2014



Denise H. Belton  
State of Florida  
MY COMMISSION # EE 023634  
Expires: September 18, 2014