

Recording requested by
WELLS FARGO BANK, N.A.
and when recorded return to
WELLS FARGO BANK, N.A.
9600 Santa Monica Blvd.

Beverly Hills, CA 90210
Attn: James Campbell

MODIFICATION OF DEED OF TRUST

This MODIFICATION OF DEED OF TRUST ("Modification Agreement") is made and entered into this 18th day of January, 1983, by and between KENNETH D. CAILLAT ("Trustor") and WELLS FARGO BANK, N.A., a national banking association ("Bank").

WHEREAS, Trustor executed that certain Deed of Trust With Assignment of Rents dated December 28, 1981 ("Deed of Trust"), in favor of American Securities Company, a corporation, as "Trustee" and Bank as "Beneficiary", which Deed of Trust was recorded on January 13, 1982, in the office of the recorder of the County of Douglas, State of Nevada, as Document No. 63868, in Book 182, Page 653, and which Deed of Trust contains a description of that certain real property described on Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, Trustor has executed and delivered to Bank that certain Standby Letter of Credit Agreement dated December 28, 1981;

WHEREAS, Trustor and Bank desire to amend and restate in part the definition of "Obligations Secured" in the Deed of Trust;

NOW, THEREFORE, in consideration of their mutual covenants and promises, the parties hereto agree as follows:

1. That certain paragraph on page one of the Deed of Trust which describes the obligations secured and which contains the figure \$180,000.00, is hereby deleted and replaced by the following:

"For the purpose of securing (1) payment to Beneficiary and performance of all obligations (whether or not evidenced by promissory notes) presently existing or hereafter arising under that certain Standby Letter of Credit Agreement dated December 28, 1981 and executed in connection with the issuance by Beneficiary of Standby Letter or Letters of Credit for the account of Kenneth D. Caillat in a maximum aggregate face amount of \$ 138,500.00, and any modifications, extensions or renewals of said Agreement (including, without limitation, (i) interest; (ii) costs and expenses pertaining to the issuance, transfer, advice, presentment or payment of said letter or Letters; and (iii) costs and expenses pertaining to the enforcement of said Agreement or the collection of any indebtedness arising thereunder); and (2) the performance of each agreement of Trustor incorporated herein by reference or contained on the reverse hereof; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust."

2. All of the properties subject to the Deed of Trust, as modified by this Modification Agreement, shall remain subject to the lien, charge or encumbrance of the Deed of Trust. Nothing contained herein or pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance of the Deed of Trust or the priority thereof over other liens, charges or encumbrances.

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3. The representations, warranties, covenants, conditions and other terms in the Deed of Trust are reaffirmed by Trustor as of the date of this Modification Agreement and Bank relies on said reaffirmation in entering into this Modification Agreement. Except as expressly modified by this Modification Agreement, the terms and conditions of the Deed of Trust remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement the day and year first above written.

Kenneth D. Caillat
 Kenneth D. Caillat
 c/o Parks, Adams, and Palmer
 8075 West 3rd. St., L.A., CA 90048
 (Address)

WELLS FARGO BANK, N.A.
 By: *James P. Campbell*
 Commercial Loan Officer
 JAMES P. CAMPBELL
 By: *Patricia L. Blesser*
 Its: *Assistant Vice President*

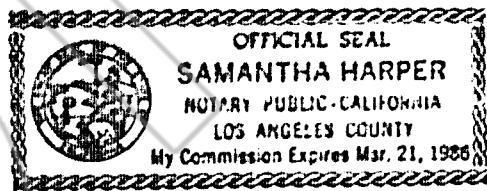
STATE OF CALIFORNIA)
)
 COUNTY OF LOS ANGELES) ss

On 27 JANUARY 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared KENNETH D. CAILLAT

known to me to the person whose name subscribed to the within instrument and acknowledged that HE executed the same.

WITNESS my hand and official seal.

Signature *[Signature]*



STATE OF CALIFORNIA)
)
 COUNTY OF LOS ANGELES) ss

On January 18, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared

Patricia L. Blesser and James P. Campbell, known to me to be the Asst. Vice Pres. and Commercial Loan Officer, respectively, of WELLS FARGO BANK, N.A., the national banking association described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the said national banking association therein named, and acknowledged to me that such national banking association executed the same.

WITNESS my hand and official seal.

Mary M. Spaulding
 Notary Public in and for said
 State of California

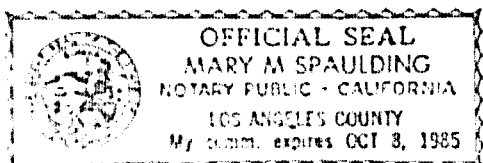


EXHIBIT "A"

X/DC
PLEASE INITIAL

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lot 59, as shown on the map of Skyland Subdivision No. 1, filed in the office of the County Recorder of Douglas County, Nevada, on February 27, 1958, as Document No. 12967.

COPY

REQUESTED BY
LAWYERS TITLE INS. COOR.

OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

\$ 6.00

1993 FEB -3 AM 9:45

SUZANNE B. ALDRICH
RECORDER

Betty Hendon
Rep

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LIBER 283 PAGE 408