

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Crocker National Bank
One Montgomery Street
West Tower, 18th Floor
San Francisco, CA 94104

Attn: Albert A. Fritz

SECOND AGREEMENT SUPPLEMENTING DEED OF TRUST

THIS AGREEMENT is dated as of this 9th day of December, 1983, by and between JOHN B. ANDERSON and EDITH ANDERSON and CROCKER NATIONAL BANK, a national banking association.

W I T N E S S E T H:

WHEREAS, John B. Anderson and Edith Anderson (collectively referred to herein as "Trustor"), as trustor, executed a Deed of Trust, Assignment of Rents and Security Agreement, dated November 13, 1981 to Crocker Custody Corporation, a California corporation, as trustee, in favor of Crocker National Bank, a national banking association ("Bank"), as beneficiary, which Deed of Trust encumbers certain real property (the "Property") situated in Douglas County, Nevada, as more particularly described in said Deed of Trust, which was recorded on November 16, 1981, as Instrument No. 62481, Liber 1181, p. 1499, Official Records of Douglas County, Nevada, as amended by that certain Agreement Supplementing Deed of Trust, dated April 27, 1983 and recorded May 4, 1983 as Instrument No. 080048, Book 583, p. 1470, Official Records of Douglas County, Nevada (said Deed of Trust as supplemented by said Agreement Supplementing Deed of Trust is hereinafter referred to as the "Deed of Trust"); and

WHEREAS, said Deed of Trust secures (a) promissory notes executed by Trustor, and payable to Bank or order, dated November 13, 1981, in the aggregate principal amount of Twenty-Six Million Five Hundred Thousand Dollars (\$26,500,000) (the "Original Note"), and (b) an additional advance promissory note executed March 26, 1982, executed by Trustor, and payable to Bank or order, in the principal amount of Five Million Eight Hundred Thousand Dollars (\$5,800,000) (the "Additional Advance Note"); and

WHEREAS, Trustor and Bank have entered into an agreement relating to the Property pursuant to a Loan Workout Agreement dated September 23, 1983 (the "Loan Workout Agreement");

WHEREAS, the parties hereto desire to supplement the Deed of Trust by (i) modifying the terms thereof to such extent as may be provided below, and (ii) expressly recognizing and affirming the continuing effectiveness and priority of the lien or charge of said Deed of Trust, as supplemented herein, following the execution of the Loan Workout Agreement, as to all sums at any time owing under the Loan Workout Agreement;

NOW, THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Deed of Trust is hereby modified to provide that said Deed of Trust secures all obligations of Trustor under the Loan Workout Agreement, in addition to and not in limitation to all other indebtedness and obligations stated in said Deed of Trust to be secured thereby, and that all references to the "Note" in said Deed of Trust shall include, without limitation, the Loan Workout Agreement, and all extensions, renewals and modifications of said Loan Workout Agreement.

2. The Deed of Trust, as supplemented herein, is hereby incorporated herein in its entirety by this reference, and Trustor and Bank jointly affirm and agree that the Deed of Trust, as supplemented herein, secures the full performance of each and every obligation set forth in the Loan Workout Agreement, and continues to be effective as, and to constitute, a lien and charge on the Property to the full extent of all obligations secured thereby.

3. This Agreement shall not prejudice any present or future rights, remedies, benefits or powers belonging or accruing to Bank under the terms of the Deed of Trust, as supplemented herein, and in particular, and without limitation of the foregoing, Bank reserves all rights which it has under the Original Note and/or the Additional Advance Note.

4. In the event of any conflict between the terms of the Deed of Trust and the provisions of this Agreement, the terms of this Agreement shall control. This Agreement shall be deemed to form a part of the Deed of Trust, and, except as specifically supplemented herein, the terms of the Deed of Trust shall remain unaffected and unchanged by reason of this Agreement.

5. All of the grants, obligations, covenants, agreements, terms, provisions and conditions herein shall apply to, bind and inure to the benefit of the heirs, administrators, executors, legal representa-

tives, successors and assigns of Trustor and the successors in trust of Trustee, and the endorsees, transferees, successors and assigns of Bank.

6. Notwithstanding anything to the contrary provided in the Loan Workout Agreement, the Loan Documents (as defined in the Loan Workout Agreement) or this Agreement, it is agreed that Trustor has not waived, in whole or in part, his substantive or procedural rights and protections under any of the provisions of the California Code of Civil Procedure Sections 726, 580a, or 580d or California Uniform Commercial Code Section 9501(4) with respect to the indebtedness or obligations or the real or personal property security interests (regardless of the location of the collateral) evidenced by the Loan Workout Agreement, the Loan Documents or this Agreement.

7. This Agreement shall be governed by and construed in accordance with Nevada law.

Executed this 9th day of December, 1983.

TRUSTOR:



JOHN B. ANDERSON


EDITH ANDERSON

BANK: CROCKER NATIONAL BANK,
a national banking association

By

Its


James R. Hollander
Vice President

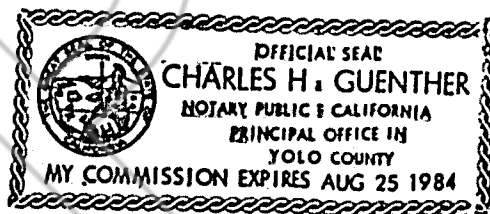
STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 27th day of December, 1983, before me, a Notary Public in and for said State, duly commissioned and sworn, personally appeared John B. Anderson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged to me that he subscribed his name on the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date in this certificate first above written.

Charles H. Guenther
Notary Public

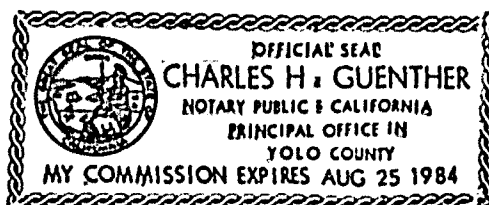
STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)



On this 27th day of December, 1983, before me, a Notary Public in and for said State, duly commissioned and sworn, personally appeared Edith Anderson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged to me that she subscribed her name on the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date in this certificate first above written.

Charles H. Guenther
Notary Public



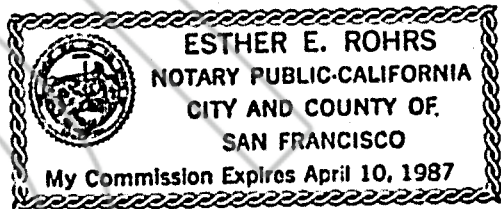
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STATE OF California)
) ss.
COUNTY OF San Francisco)

On this 13th day of December, 1983, before me, a Notary Public in and for said State, duly commissioned and sworn, personally appeared James R. Hollander, personally known to me (or proved to me on the basis of satisfactory evidence) to be a Vice President of CROCKER NATIONAL BANK, a national banking association, the officer who executed the within instrument on behalf of said CROCKER NATIONAL BANK, and acknowledged to me that CROCKER NATIONAL BANK executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date in this certificate first above written.

Esther E. Rohrs
Notary Public



REQUESTED BY
Northern Nevada Title Company
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA
\$9.00 pd.
1983 DEC 19 PM 1:00

SUZANNE BEAUDREAU
RECORDER
Suzanne Beaudreau
Dep.

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BOOK 1283 PAGE 2220