

WHEN RECORDED, MAIL TO:

Stephen V. Novacek, Esq.  
Hale, Lane, Peck, Dennison  
and Howard  
P.O. Box 3237  
Reno, Nevada 89505

AMENDMENT TO NOTE  
AND DEED OF TRUST

THIS AGREEMENT is made this 30<sup>th</sup> day of JANUARY, 1985, by and among THEODORE H. STOKES, a married man, as maker and trustor ("Maker"), NEBACO, INC., a Nevada corporation, as trustee ("Trustee"), and NEVADA NATIONAL BANK, a national banking association, as payee and beneficiary, ("Payee").

W I T N E S S E T H :

WHEREAS, on February 27, 1980, Maker did make, execute and deliver to Trustee, as trustee thereunder for the benefit of Payee that certain Deed of Trust recorded on February 28, 1980, in Book 280, at page 1918 of Official Records, Douglas County, Nevada, as Document No. 42106, encumbering certain real property situate in such county and state described in Exhibit "A" attached hereto and by this reference made a part hereof, (the "Deed of Trust"), which Deed of Trust secures a note of even date therewith in the original principal amount of \$230,000.00, bearing interest at the annual rate of 15%, payable in monthly instalments of \$2,945.91, with the balance of principal and interest due in full on the 1st day of March, 1985, (the "Note"); and

WHEREAS, by Agreement and Modification of Note and Amendment to Deed of Trust dated the 9th day of April, 1982, and recorded as Document No. 66717, the interest rate of the note was modified to two per cent (2%) in excess of the prime rate charged by Nevada National Bank, and the maturity date was changed to October 1, 1982; and

WHEREAS, by Loan Revision Agreement dated the 8th day of November, 1982, the maturity date of the Note was extended from the 1st day of October, 1982, to the 1st day of December, 1982; and

WHEREAS, by Loan Revision Agreement dated the 7th day of January, 1983, the maturity date of the Note was extended from the 1st day of December, 1982, to the 30th day of June, 1983; and

WHEREAS, by Loan Revision Agreement dated the 20th day of September, 1983, the maturity date of the Note was extended from the 30th day of June, 1983, to the 30th day of September, 1983, and the principal balance due on account of the Note was reduced to the principal sum of \$175,000.00; and

Page 1 of 3 Pages

Hale, Lane, Peck, Dennison and Howard  
Attorneys and Counsellors at Law  
Reno, Nevada

113136

BOOK 185 PAGE 2653

WHEREAS, by Loan Revision Agreement dated the 12th day of December, 1983, the maturity date of the Note was extended from the 30th day of September, 1983, to the 30th day of June, 1984, and the principal unpaid balance of the Note was increased from \$175,000.00 to the principal sum of \$200,000.00; and

WHEREAS, there is presently due on account of the Note the principal sum of \$175,000.00 with interest thereon paid to 4-1-84, ~~1985~~; and

WHEREAS, it is appropriate to modify the terms of the Note.

NOW, THEREFORE, in consideration of promises herein contained, and other valuable consideration, Maker and Payee amend the Note as follows:

1. The Note shall bear interest and provide for payments as follows: The principal sum of \$175,000.00, with interest from the 1st day of February, 1985, on the amounts of principal remaining from time to time unpaid, based upon a 360-day year, until said principal sum is paid, at a rate equal to Nevada National Bank's prime lending rate, as the same may fluctuate from time to time, plus two per cent (2%) per annum, adjusted daily. Nevada National Bank's prime lending rate is the rate of interest which Nevada National Bank from time to time identifies and announces as its prime lending rate or prime rate and is not necessarily the lowest or highest rate of interest which Nevada National Bank charges its borrowers on any loan. Principal shall be due in monthly instalments of FIVE HUNDRED EIGHTY-THREE AND NO/100THS DOLLARS (\$583.00) on the 1st day of each and every month, beginning on the 1st day of March, 1985, and continuing until the 1st day of July, 1989, upon which date any balance of principal and interest then remaining unpaid shall be fully paid. Accrued interest shall be payable with each payment of principal.

2. Except as hereby amended, the Note remains in full force and effect and remains secured by the Deed of Trust hereinabove described.

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

  
Theodore H. Stokes

MAKER

NEVADA NATIONAL BANK,  
a national banking association

By: 

PAYEE

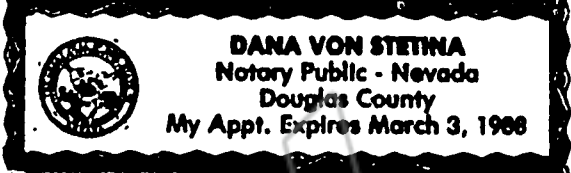
Page 2 of 3 Pages

STATE OF NEVADA  
Carson City  
~~County of Washoe~~

)  
: ss.  
)

On January 31, 1985 <sup>1985 DE</sup> ~~1984~~, personally appeared before me, a Notary Public, THEODORE H. STOKES, who acknowledged that he executed the foregoing instrument.

Dana Von Stetina  
Notary Public



STATE OF NEVADA  
County of Washoe

)  
: ss.  
)

On January 29, <sup>1985 DE</sup> ~~1984~~, personally appeared before me, a Notary Public, Lenny Lee, who acknowledged that he executed the foregoing instrument on behalf of Nevada National Bank.

Doris Linnette Craig  
Notary Public



EXHIBIT "A"

All that certain real property situate in the County of Douglas,  
State of Nevada, described as follows:

Parcels 2, 3, 4, 5 and 8, as designated on  
that Certain Land Division Map recorded as  
Document No. 28932, on January 12, 1979, in  
Book 179, page 595, Official Records of  
Douglas County, Nevada.

EXCEPTING THEREFROM that portion thereof  
constituting the bed of the Carson River as  
the same is or may be defined by Nevada law.

Recording Requested By:

SIERRA LAND TITLE  
ES#19999-DS/CC (T.O.)

REQUESTED BY  
SIERRA LAND TITLE CORP.  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'85 JAN 31 P4:05

SUZANNE BEAUDREAU  
RECORDER

\$ 8<sup>00</sup> PAID *BR* DEPUTY  
113136

Hale, Lane, Peek, Dennison and Howard  
Attorneys and Counsellors at Law  
Reno, Nevada

BOOK 185 PAGE 2656