

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Security Pacific Bank Nevada
Attn: Corporate Banking Division
Robert Hemsath
P.O. Box 11500
Reno, NV 89550 *714526470C*

AMENDMENT TO DEED OF TRUST

THIS AMENDMENT TO DEED OF TRUST, made as of this 5th day of January, 1990, David A. Williams, a single man herein called "Trustor", Western Title Company, Inc., a Nevada corporation, herein called "Trustee", and Security Pacific Bank Nevada, a National Banking Association, herein called "Beneficiary".

WITNESSETH:

WHEREAS, on August 15, 1990, Trustor executed and delivered to Trustee that certain instrument entitled "DEED OF TRUST with Assignment of Rents", hereinafter referred to as the "Deed of Trust", which Deed of Trust, Recorded on August 16, 1989, in the office of the Recorder of the County of Douglas, in the Official Records as Recorder's Series No. 208842, Book 889, Page 2394, was given to secure an indebtedness evidenced by a Promissory Note executed by Trustor in the amount of \$1,255,000.00 and to secure other obligations of Trustor concurrently therewith; and

WHEREAS, concurrently herewith, Trustor has executed and delivered to Beneficiary a Note Revision Agreement whereby the indebtedness evidenced by the Note is being increased by \$475,000.00 to \$1,730,000.00, less amount heretofore repaid; and

WHEREAS, Trustor and Beneficiary have agreed that the Note and the Note Revision Agreement shall be secured by the Deed of Trust.

NOW, THEREFORE, the parties hereto agree as follows:

1. That the indebtedness evidenced by the Note, as amended by the Note Revision Agreement, is secured by the Deed of Trust and by this Amendment to Deed of Trust, and in confirmation thereof, Trustor hereby irrevocably grants and assigns to Trustee, with power of sale, all that certain property situated in the State of Nevada, County of Douglas described in Exhibit "A" attached hereto and by this reference incorporated herein.

2. Trustor covenants and confirms that the property described in the Deed of Trust, together with the rents; issue and profits thereof, continues to be subject to the lien of the Deed of Trust and further, Trustor hereby confirms that all of said property is subject to all terms and covenants of said Deed of Trust, as amended hereby, and that the Amendment to Deed of Trust is also given as security for the repayment of the indebtedness evidenced by the Note, as amended by the Note Revision Agreement, and for the performance of all the obligations of Trustor set forth herein.

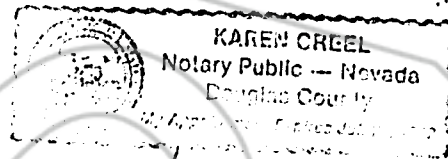
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3. The provisions of the Deed of Trust as amended by this Amendment to Deed of Trust, and this Amendment to Deed of Trust shall together constitute and be construed as one document applicable to all of the property referred to in Exhibit A attached. This Amendment to Deed of Trust shall in no way impair the lien, charge or priority of the Deed of Trust upon all property covered thereby.

IN WITNESS WHEREOF, Trustor has executed this Amendment to Deed of Trust the day and year first above written.

By: David A. Williams
David A. Williams



Karen Creel

MAILING ADDRESS FOR NOTICES

Trustor: David A. Williams
P.O. Box 485
Gardnerville, NV 89410

Beneficiary: Security Pacific Bank Nevada
Corporate Banking Division
Attn: Robert Hemsath
P.O. Box 11500
Reno, NV 89550

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EXHIBIT A

A parcel of land located within a portion of Sections 2 and 11, Township 12 North, Range 20 East M.D.S.M., Douglas County, Nevada described as follows:

Commencing at the Northwest corner of Parcel 2-B as shown on the Record of Survey for David A. Williams and recorded in Book 688, Page 1649 as Document No. 179858 Douglas County, Nevada, Recorder's Office, THE POINT OF BEGINNING, thence South 89°40'54" East, 317.71 feet; thence North 00°05'24" East, 30.00 feet; thence South 89°40'54" East, 140.00 feet; thence South 00°05'24" West, 30.00 feet; thence South 00°08'03" West, 524.83 feet; thence North 89°40'54" West, 457.33 feet; thence North 00°05'35" East, 228.83 feet; thence North 89°40'54" West, 442.00 feet; thence North 00°05'35" East, 296.00 feet; thence South 89°40'54" East, 442.00 feet to THE POINT OF BEGINNING.

Said parcel is shown as Parcel 2-B on the record of survey for David A. Williams, recorded in the office of the County Recorder, Douglas County, Nevada on March 7, 1989 in Book 389, Page 620, as Document No. 197601.

Said Parcel is also described as a portion of Parcel 2-A and all of said Parcel 2-B as shown on the parcel map for James Torson, filed for record in the office of the County Recorder of Douglas County, Nevada on December 8, 1982, Page 420, Document No. 73787, and amendment thereto, recorded February 25, 1983, in Book 283, Page 1908, as Document No. 76462, and other property.

A Portion of A.P.N. 23-300-11
A Portion of A.P.N. 23-480-33
All of A.P.N. 23-300-10

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'90 JAN -5 AM 12:24

SUZANNE BEAUDREAU
RECORDER

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\$ 7⁰⁰ PAID K12 DEPUTY

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