1 RECORDING REQUESTED BY:

MILOS TERZICH, LTD.

P.O. Box 608

Gardnerville, NV 89410

WHEN RECORDED, MAIL TO:

MILOS TERZICH, LTD.

P.O. Box 608

Gardnerville, NV 89410

ASSIGNMENT OF PROMISSORY NOTE AND DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grant, assign and transfer to PAUL SYPHUS and JOHANNA MARIE SYPHUS, as Trustees of THE PAUL AND JOHANNA SYPHUS LIVING TRUST, dated 12 December 10, 1989, all right, title and beneficial interest in 13 and to the Promissory Note and Deed of Trust, dated March 18, 1982, executed by DAVID NELSON and PATRICIA NELSON, as Trustor, in which PAUL SYPHUS and JOHANNA M. SYPHUS, husband and 16 wife, are named as Beneficiary, and DOUGLAS COUNTY TITLE CO., INC., is named as Trustee, and recorded on March 25, 1982, 18 at Book 382, Page 1751, and Document No. 66224, Official Records 19||of Douglas County, Nevada, together with the Promissory Note therein described and referred to and including the Modification Agreement of the Promissory Note, a copy of which is attached hereto as Exhibit A; and the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust and Promissory Note.

> DATED this day of

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MODIFICATION AGREEMENT

REFERENCE is made to the following Promissory obligation:

DATED:

March 18, 1982

EXECUTED BY: DAVID NELSON and PATRICIA NELSON

IN FAVOR OF: PAUL SYPHUS & JOHANNA M. SYPHUS

IN THE SUM OF: \$220,000.00

SECURED BY:

Deed of Trust of even date recorded March 25, 1982 in Book 382

Official Records Page 1751, Document No. 66224, Douglas County,

Nevada.

WITH THE EXECUTION HEREOF the terms of said Promissory obligation (reference being made to the Promissory Note representative of said obligation) are modified in the following manner:

- 1. Trustor shall be: EDWARD L. GAGE, a single man, in place of and instead of DAVID NELSON and PATRICIA NELSON.
- 2. Principal amount of Note shall be \$200,000.00.
 - 3. Principal and interest payable in installments of TWO THOUSAND ONE HUNDRED FIFTY FIVE AND 89/100THS DOLLARS (\$2,155.89) or more on the 25th day of each and every month beginning on the 25th day of June, 1989 and continuing until the 25th day of May, 2011 at which time principal and accrued interest shall become due and payable.
 - 4. Interest rate shall remain at twelve percent (12%) per annum.

IN NO OTHER RESPECT are the terms and/or provision of said Promissory obligation and/or Deed of Trust security therefor modified with this execution than as specifically set forth herein.

DATED: 5-31-89

EDWARD L. GAGE

Approved:

NEVADA BANKING COMPANY

By: /////////

PAUL SYPHUS

TOWN M SYPHIS

JOHANNA M. SYPHUS

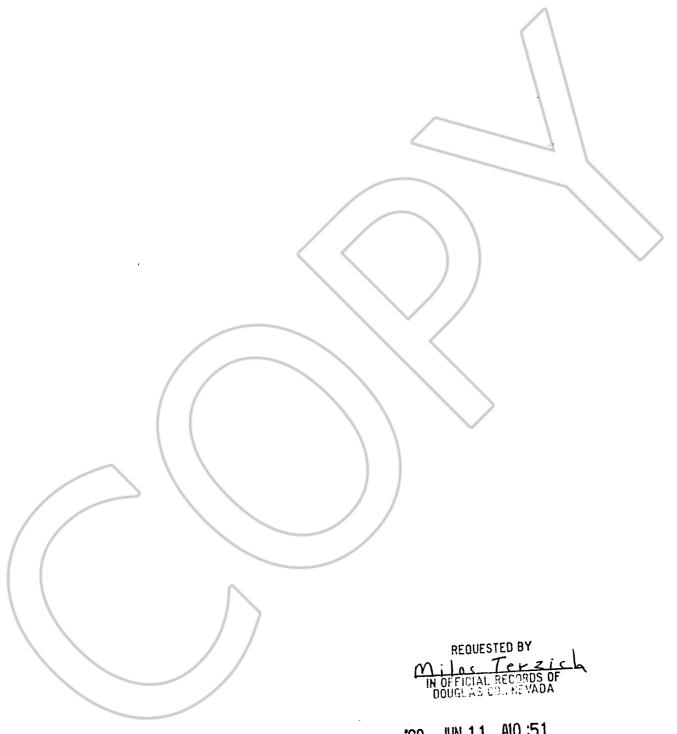
DAVID NELSON

PATRICIA NELSON

227861

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EXHIBIT A



90 JUN 11 A10:51

SUZANNE BEAUDREAU
RECORDER 227861
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