

RECORDATION REQUESTED BY:

NEVADA BANKING COMPANY
 1374 U.S. HIGHWAY 395
 P.O. BOX 1616
 GARDNERVILLE, NV 89410

WHEN RECORDED MAIL TO:

NEVADA BANKING COMPANY
 1374 U.S. HIGHWAY 395
 P.O. BOX 1616
 GARDNERVILLE, NV 89410

m48850 TOC

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 7, 1990, BETWEEN F. J. McCANN and MARTHA M. McCANN, HUSBAND AND WIFE AS JOINT TENANTS (referred to below as "Grantor"), whose address is P. O. BOX 1425, GARDNERVILLE, NV 89410; and NEVADA BANKING COMPANY (referred to below as "Lender"), whose address is 1374 U.S. HIGHWAY 395, P.O. BOX 1616, GARDNERVILLE, NV 89410.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated September 8, 1990 (the "Deed of Trust") recorded in DOUGLAS County, State of Nevada as follows:

Recorded September 11, 1990, in the office of the Douglas County Recorder, Book 990, at Page 1018, as document no. 238024 of official records of Douglas County, State of Nevada.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded in DOUGLAS County, State of Nevada:

All that certain lot, piece or parcel of land located in a portion of the Northeast 1/4 of the Southwest 1/4 of Section 24 Township 12 North, Range 20 East M.D.B. & M., Douglas County, Nevada described as follows: Parcel D as shown on the record of survey for Lois Yusblick, Kim McNally, Mark Cervenak and Susan Estes, recorded in the office of the County Recorder, Douglas County, Nevada on April 3, 1989 in Book 489, Page 22, as Document No. 199433.

The Real Property or its address is commonly known as **695 SHETLAND CIRCLE, GARDNERVILLE, NV 89410**. The Real Property tax identification number is 29-503-13.

MODIFICATION. Grantor and Lender hereby modify the Deed of Trust as follows:

Lender is providing an additional advance of \$18,000.00 and wishes to increase the Deed of Trust to \$68,000.00. Principal increased to \$68,000.00 and maturity date extended to December 25, 1993.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x *F.J. McCann*
 F. J. McCANN

x *Martha M. McCann*
 MARTHA M. McCANN

LENDER:

NEVADA BANKING COMPANY

By: *Frank Haule*
 Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF *Nevada*)
) SS
 COUNTY OF *Douglas*)

On this day before me, the undersigned Notary Public, personally appeared F. J. McCANN and MARTHA M. McCANN, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this *13th* day of *December*, 19 *90*.

By *Melba Haralson* Residing at *Gardnerville*

Notary Public in and for the State of *Nevada* My commission expires *8-16-93*

241712

LENDER ACKNOWLEDGMENT



MELBA HARALSON
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES AUG. 16, 1993

STATE OF Nevada
COUNTY OF Douglas) SS

On this 13th day of December, 1990 before me, the undersigned Notary Public, personally appeared Stan Houle and known to me to be the Asst. Vice President, authorized agent for the Lender, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Melba Haralson Residing at Hendersonville
Notary Public in and for the State of Nevada My commission expires 8-16-93

COPY

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

'90 DEC 27 P12:58

SUZANNE BEAUDREAU
00 RECORDER
slc PAUL KIRBY DEPUTY
BOOK 1290 PAGE 3379
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