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WHEN RECORDED MAIL TO  
✓ CALIFORNIA COMMERCE BANK  
111 W. St. John Street  
San Jose CA 95113  
SEND TAX NOTICE TO Attn: Note Dept.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### MODIFICATION OF DEED OF TRUST OR MORTGAGE

Trustor: ASPEN PARK, A JOINT VENTURE Lender: CALIFORNIA COMMERCE BANK  
P.O. Box 7993, (1669 VENICE) 111 West St. John Street  
South Lake Tahoe CA 95731 San Jose CA 95113

1. DEED OF TRUST/MORTGAGE. Trustor (who may also be known as Borrower or Mortgagor) and Lender (who is either the Beneficiary or Mortgagee) have entered into the following described deed of trust, mortgage or security instrument, hereinafter called the "Security Agreement" (complete as applicable):

(a) Description:  Deed of Trust  Mortgage  Other \_\_\_\_\_  
(b) Date of Security Agreement: December 12, 1988 (c) Date of Recording: January 27, 1989  
(d) Recording Number: 195248 (e) Book Number: 189 at Page: 3691  
(f) State of: Nevada (g) County of: Douglas  
(h) Recorded in the Office of: Douglas County Recorder

2. REAL PROPERTY DESCRIPTION. The Security Agreement covers the following real property located in the above referenced county and state:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF.

Property Address: 1350 Centerville Lane, Gardnerville NV 89410

3. MODIFICATION. Trustor and Lender hereby modify the Security Agreement as follows (check and complete as applicable):

Principal Balance Increase. The principal amount secured by the Security Agreement is increased from \$ N/A to \$ N/A.  
 Interest Rate. The interest rate is changed from N/A % per annum to N/A.  
N/A

Extension. The payment schedule has been extended and the new maturity date is now: January 20, 1991

Assumption. The following person(s) or entity(s), hereinafter called the "Assuming Party", has assumed and is now liable for the performance of all obligations and agreements of Trustor under the Security Agreement:

(1) Name & N/A  
Address: N/A  
N/A

Other: As part of the extension, the Trust Deed now secures the original note and all obligations referenced in the Change of Terms dated November 5, 1990, which have a total principal amount of \$750,000.00 together with all renewals, substitutions, extensions, and modifications of any of the foregoing.

4. CONTINUING VALIDITY. Except as modified above, all terms and conditions of the Security Agreement shall remain in full force and effect. This Modification of Deed of Trust or Mortgage is executed on November 5, 1990

CALIFORNIA COMMERCE BANK

Lender

X FOR ALL SIGNATURES PLEASE

SEE EXHIBIT "A" ATTACHED HERETO

X AND MADE A PART THEREOF.

Trustor

By

DAVID J. FUNKHOUSER, VICE PRESIDENT

X Borrower (if other than Trustor)

X Borrower (if other than Trustor)

X N/A

Assuming Party

X N/A

Assuming Party

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BOOK 191 PAGE 2228

ACKNOWLEDGMENT OF LENDER



STATE OF CALIFORNIA )  
County of SANTA CLARA ) ss.

On this 15<sup>th</sup> day of JANUARY, 19 91, before me, \_\_\_\_\_ personally appeared DAVID S. FUNK HOUSER to me known to be (or in California personally known to me or proved to me on the basis of satisfactory evidence to be) the 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 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 was authorized to execute said instrument and that the seal affixed is the corporate seal of said Lender.

Residing at: 111 WEST ST. JOHN STREET  
My Commission expires: MARCH 1, 1991

By Marilyn J. Hudec  
Notary Public in and for the State of: CALIFORNIA

ACKNOWLEDGMENT OF TRUSTOR/ASSUMING PARTY:

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this day personally appeared before me \_\_\_\_\_ to me known to be (or in California personally known to me or proved to me on the basis of satisfactory evidence to be) the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ he signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

By \_\_\_\_\_  
Notary Public in and for the State of: \_\_\_\_\_

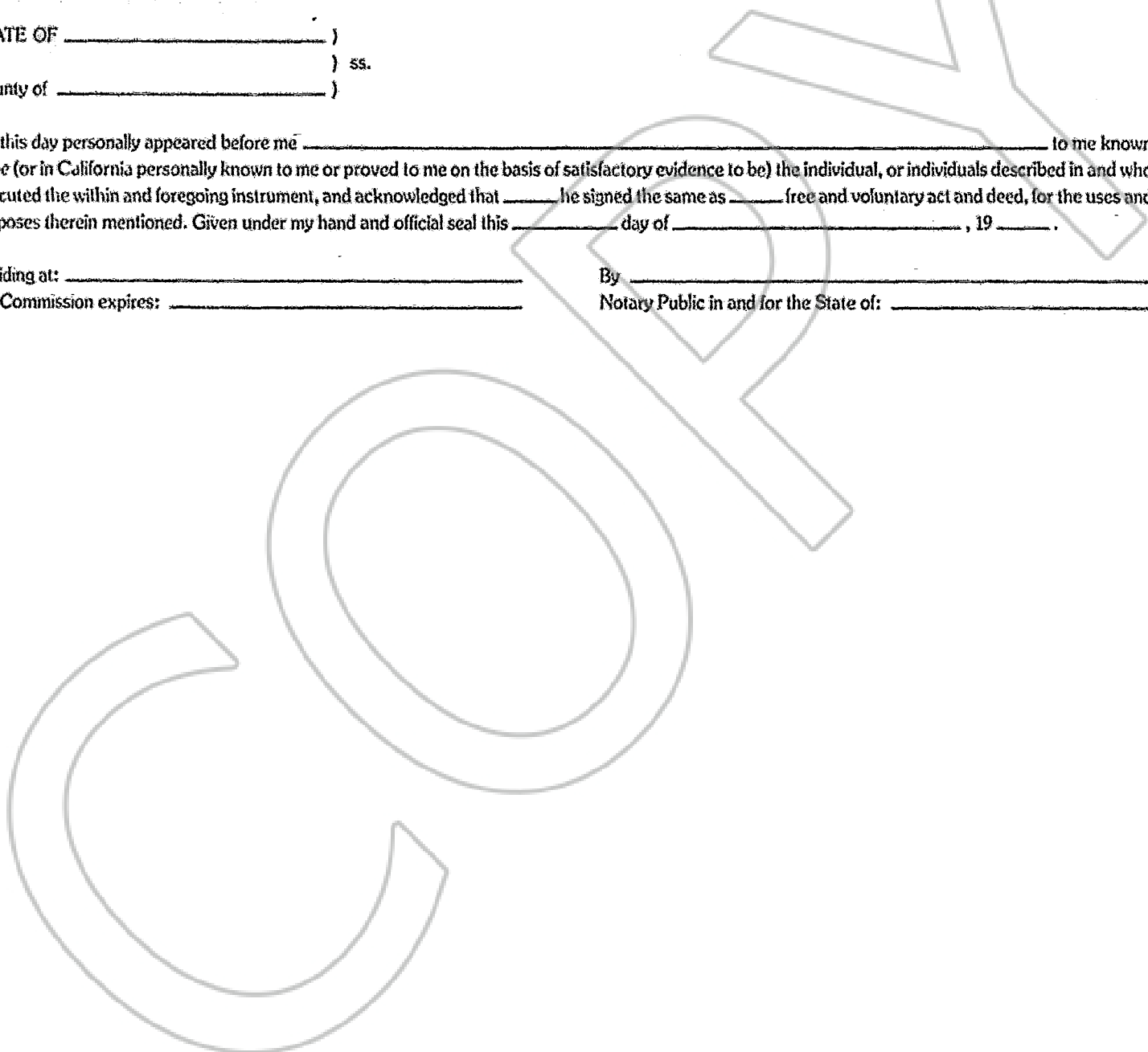


EXHIBIT "A"

November 5, 1990

(X) Dale B. Williams

Dale B. Williams

November 5, 1990

(X) Vaudagna

Vaudagna Enterprises, By: James S. Vaudagna  
General Partner

November 5, 1990

(X) Robert Tharratt

Robert Tharratt

November 5, 1990

(X) Stephen D. Williams

Stephen D. Williams

November 5, 1990

(X) Tony Holdren

Tony Holdren

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STATE OF CALIFORNIA  
COUNTY OF .....

On this 26th day of January, in the year  
1992, before me,  
M. Magagna, a Notary Public, State of California,  
duly licensed and sworn, personally appeared Dale B. Williams



personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as ..... or on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

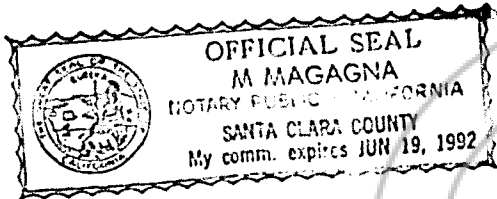
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the ....., County of ....., on the date set forth above in this certificate.

M. Magagna  
Notary Public, State of California  
My commission expires 6/19/92

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.  
Cowdery's Form No. 28 — Acknowledgement to Notary Public — Corporation (C. C. Secs. 1190-1190.1) — (Rev. 1/83)

STATE OF CALIFORNIA  
COUNTY OF .....

On this 26th day of January, in the year  
1992, before me,  
M. Magagna, a Notary Public, State of California,  
duly licensed and sworn, personally appeared James S. Vaudagna



personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as ..... or on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

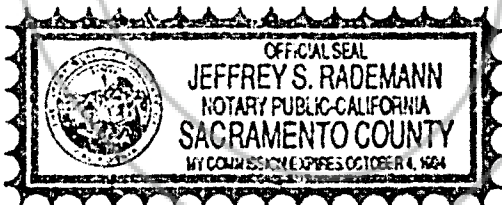
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the ....., County of Santa Clara, on the date set forth above in this certificate.

M. Magagna  
Notary Public, State of California  
My commission expires 6/19/92

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STATE OF CALIFORNIA  
COUNTY OF Sacramento

On this 14th day of December, in the year  
1990, before me,  
Jeffrey S. Rademann, a Notary Public, State of California,  
duly licensed and sworn, personally appeared Robert Tharratt



personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as ..... or on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

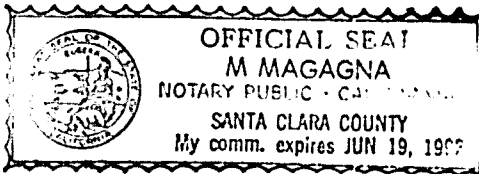
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the ....., County of ....., on the date set forth above in this certificate.

Jeffrey S. Rademann  
Notary Public, State of California  
My commission expires Oct 4, 1994

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.  
Cowdery's Form No. 28 — Acknowledgement to Notary Public — Corporation (C. C. Secs. 1190-1190.1) — (Rev. 1/83)

STATE OF CALIFORNIA  
COUNTY OF Santa Clara ss.

On this 8th day of January, in the year  
1991, before me,  
M. Magagna, a Notary Public, State of California,  
duly licensed and sworn, personally appeared Stephen D. Williams



personally known to me (or proved to me on the basis of satisfactory evidence)  
to be the person who executed the within instrument as .....  
or on behalf of the corporation therein named and acknowledged to me that  
such corporation executed the within instrument pursuant to its by-laws or a  
resolution of its board of directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed  
my official seal in the ....., County of .....

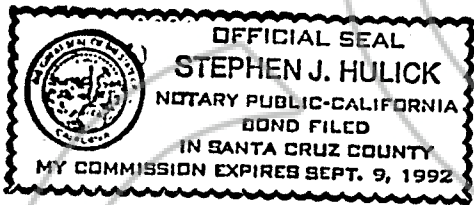
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Cowdery's Form No. 28 — Acknowledgement to Notary Public —  
Corporation (C. C. Secs. 1190-1190.1) — (Rev. 1/83)

....., on the date set forth above in this certificate.  
M. Magagna  
Notary Public, State of California  
My commission expires 6/19/92

STATE OF CALIFORNIA  
COUNTY OF Santa Cruz ss.

On this 11 day of January, in the year  
1991, before me,  
Stephen J. Hulick, a Notary Public, State of California,  
duly licensed and sworn, personally appeared Tony Holden Holder



personally known to me (or proved to me on the basis of satisfactory evidence)  
to be the person who executed the within instrument as .....  
or on behalf of the corporation therein named and acknowledged to me that  
such corporation executed the within instrument pursuant to its by-laws or a  
resolution of its board of directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed  
my official seal in the ....., County of Santa Cruz

This document is only a general form which may be proper for use in simple  
transactions and in no way acts, or is intended to act, as a substitute for the  
advice of an attorney. The printer does not make any warranty either express or implied as to the  
legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 28 — Acknowledgement to Notary Public —  
Corporation (C. C. Secs. 1190-1190.1) — (Rev. 1/83)

....., on the date set forth above in this certificate.  
Stephen J. Hulick  
Notary Public, State of California  
My commission expires September 11, 1992

243172

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EXHIBIT "B"

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

All that portion of the Northeast 1/4 of Section 5, Township 12 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, and more particularly described as follows:

All that portion of Parcel 2 of the Parcel map for Walter G. and Carol E. Lund, filed for record December 27, 1977, in Book 1277 of Parcel Maps at Page 1269, as Document Number 16135, Official Records of Douglas County, Nevada, and lying Southerly of and Westerly of the following described line;

Commencing at the North 1/4 corner of said Section 5, marked by a 1/2 inch rebar as shown on the aforesaid Parcel Map; thence South 89°53'17" East along the North line of said Section 5, 2,583.92 feet to the Westerly right of way line of Centerville Lane also being Nevada State Route 56; thence South 01°38'40" East, along said right of way line 1,044.19 feet to the TRUE POINT OF BEGINNING; thence leaving said right of way line South 79°24'33" West 193.88 feet; thence North 72°03'22" West 608.36 feet to the centerline of an irrigation ditch; thence South 17°56'38" West along said ditch line 17.71 feet; thence leaving said ditch line North 67°18'47" West 578.13 feet; thence North 06°33'07" West along an existing fence line 559.38 feet to its intersection with an east-west fence; thence leaving the aforesaid fence line and following said east-west fence South 68°05'23" East 335.32 feet; thence leaving said East-West fence North 01°03'05" West 257.29 feet to a point on the North line of the aforesaid Section 5 and bearing South 89°53'17" East 1,548.23 feet distant from the North 1/4 corner thereof, said point being the terminus of this line.

Assessor's Parcel No. 25-110-07

INITIALS HERE
<i>[Handwritten initials]</i>
<i>[Handwritten initials]</i>

REQUESTED BY  
California Commerce Bank  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

91 JAN 18 A9:58

SUZANNE BEAUREAU  
RECORDER  
243172  
\$10 PAID *[Handwritten]* DEPUTY  
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