

WHEN RECORDED MAIL TO CALIFORNIA COMMERCE BANK
P.O. Box 1468 111 West St. John Street
S.J. CA - 95109-1468 San Jose, CA 95113

SEND TAX NOTICE TO Att: David J. Funkhouser
Vice President

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MODIFICATION OF DEED OF TRUST OR MORTGAGE

Trustor: ASPEN PARK, A JOINT VENTURE
1445 West San Carlos Street
San Jose, CA 95126

Lender: CALIFORNIA COMMERCE BANK
111 West St. John Street
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's Office

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

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

Property Address: ~~1360 Centerville Lane~~ 1350 Centerville Lane
Gardnerville, Nevada 89410

THIS IS BEING RE-RECORDED TO SHOW THE CORRECT AND TRUE PROPERTY ADDRESS.

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
 Extension. The payment schedule has been extended and the new maturity date is now: March 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
 Other: As part of the extension, the trust deed now secures the original note and all obligations referenced in the Change in Terms dated January 20, 1991, 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 January 20, 1991

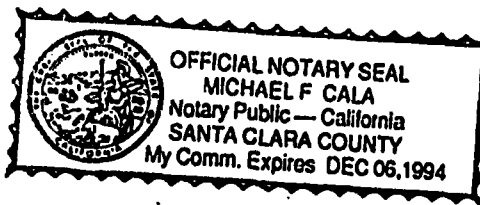
CALIFORNIA COMMERCE BANK Lender By David J. Funkhouser, Vice President
 FOR SIGNATURES - SEE N/A N/A
Trustor Borrower (if other than Trustor) Assuming Party
 EXHIBIT "D" ATTACHED N/A N/A
Trustor Borrower (if other than Trustor) Assuming Party
HERETO AND MADE A PART THEREOF.

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ACKNOWLEDGMENT OF LENDER



STATE OF California)

County of Santa Clara) ss.

On this 12 day of March, 1991, before me, Michael F. Cala to me known to be (or in California personally appeared DAVID J. FUNK HOUSER 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 W. 5th JOHN STREET ^{SAN JOSE}
My Commission expires: 12/6/91

By [Signature]
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: _____

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EXHIBIT "C"

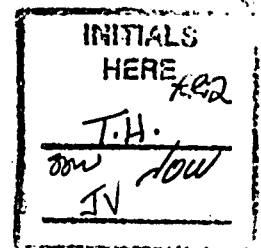
ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

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 $89^{\circ}53'17''$ 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 $01^{\circ}38'40''$ 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 $79^{\circ}24'33''$ West 193.88 feet; thence North $72^{\circ}03'22''$ West 608.36 feet to the centerline of an irrigation ditch; thence South $17^{\circ}56'38''$ West along said ditch line 17.71 feet; thence leaving said ditch line North $67^{\circ}18'47''$ West 578.13 feet; thence North $06^{\circ}33'07''$ 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 $68^{\circ}05'23''$ East 335.32 feet; thence leaving said East-West fence North $01^{\circ}03'05''$ West 257.29 feet to a point on the North line of the aforesaid Section 5 and bearing South $89^{\circ}53'17''$ 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



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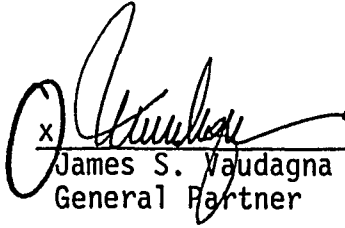
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EXHIBIT "D"

TRUSTOR: ASPEN PARK, A JOINT VENTURE

By: Vaudagna Enterprises


James S. Vaudagna
General Partner

By: Robert Tharratt
Robert Tharratt

By: Stephen D. Williams
Stephen D. Williams

By: Tony Holdren
Tony Holdren

By: Joan Williams
Joan Williams
Dale Williams, (deceased)
By: Joan Williams, sucessor in interest

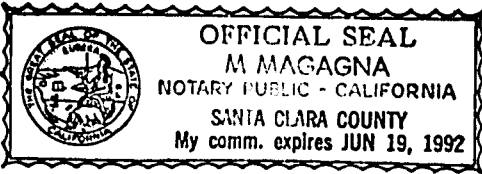
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STATE OF CALIFORNIA
COUNTY OF Santa Clara ss.

On this 8th day of March in the year 1991
before me, M. Magagna, a Notary Public, State of
California, duly licensed and sworn, personally appeared
James S. Caudagno
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
that executed this instrument, on behalf of the partnership and acknowledged to me that the
partnership executed it.

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



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in any specific transaction.

Cowdery's Form No. 29 — Acknowledgment to Notary Public
— Partnership — (C.C. Sec. 1190A.) — (Rev. 1/83)

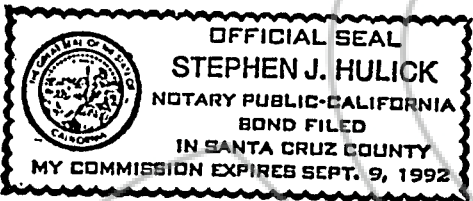
M. Magagna
Notary Public, State of California.
My commission expires 6/19/92

STATE OF CALIFORNIA
COUNTY OF Santa Cruz ss.

On this 15 day of February in the year 1991
before me, Stephen J. Hulick, a Notary Public, State of California,
duly commissioned and sworn, personally appeared Tony Holdren

personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person is whose name is
subscribed to this instrument, and acknowledged that he executed it.

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



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suitability of these forms in any specific transaction.

Cowdery's Form No. 32 — Acknowledgement to Notary Public — Individuals — (C.C. Sec. 1189) — (Rev. 1/83)

Stephen J. Hulick
Notary Public, State of California
My commission expires September 9, 1992

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STATE OF CALIFORNIA

On this 21 day of Feb, in the year 1991

COUNTY OF Sacramento

ss. Jeffrey S. Rademann, a Notary Public, State of California, duly commissioned and sworn, personally appeared Robert Tharratt



personally known to me (or proved to me on the basis of satisfactory evidence) to be the person IS whose name IS subscribed to this instrument, and acknowledged that he executed it.

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

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

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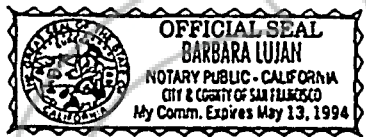
Cowdery's Form No. 32 — Acknowledgement to Notary Public — Individuals — (C.C. Sec. 1189) — (Rev. 1/83)

STATE OF CALIFORNIA

On this 28th day of February, in the year 1991

COUNTY OF SAN FRANCISCO

ss. BARBARA LUJAN, a Notary Public, State of California, duly commissioned and sworn, personally appeared STEPHEN A. WILLIAMS



personally known to me (or proved to me on the basis of satisfactory evidence) to be the person IS whose name IS subscribed to this instrument, and acknowledged that he executed it.

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

Barbara Lujan
Notary Public, State of California
My commission expires May 13, 1994

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Cowdery's Form No. 32 — Acknowledgement to Notary Public — Individuals — (C.C. Sec. 1189) — (Rev. 1/83)

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STATE OF CALIFORNIA

COUNTY OF EL DORADO



On this 5th day of MARCH, in the year 1991

SS. Jo Ann Tillson, a Notary Public, State of California, duly commissioned and sworn, personally appeared JOAN WILLIAMS

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person ... whose name is subscribed to this instrument, and acknowledged that s he ... executed it.

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

Jo Ann Tillson
Notary Public, State of California
My commission expires 11-4-94

INSTRUMENT - modification of DEED of TRUST of MORTGAGE (1/24/91)

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Cowdery's Form No. 32 — Acknowledgement to Notary Public — Individuals — (C.C. Sec. 1189) — (Rev. 1/83)

REQUESTED BY
California Commerce
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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

'91 MAY 28 AIO:43

'91 MAR 18 AIO:53

SUZANNE BEAUDREAU
RECORDER 251442
\$11.00 PAID KP DEPUTY
BOOK 591 PAGE 3807

SUZANNE BEAUDREAU
RECORDER 246742
\$11.00 PAID K9 DEPUTY
BOOK 391 PAGE 2112