

RECORDATION REQUESTED BY:

NEVADA BANKING COMPANY
1374 U.S. HIGHWAY 395 NORTH
GARDNERVILLE, NV 89410

WHEN RECORDED MAIL TO:

NEVADA BANKING COMPANY
1374 U.S. HIGHWAY 395 NORTH
GARDNERVILLE, NV 89410

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED OCTOBER 28, 1992, BETWEEN JAMES K. WILCOX and JO ANN WILCOX, husband and wife, as joint tenants (referred to below as "Grantor"), whose address is P.O. BOX 760, MINDEN, NV 89423; and NEVADA BANKING COMPANY (referred to below as "Lender"), whose address is 1374 U.S. HIGHWAY 395 NORTH, GARDNERVILLE, NV 89410.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated November 3, 1989 (the "Deed of Trust") recorded in DOUGLAS County, State of Nevada as follows:

Deed of Trust recorded November 9, 1989, in Book 1189, at Page 1333, as Document No. 214449, 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 SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

Lot 35 in Block C, as set forth on the Plat of PINENUT MANOR NO. 1 and 2, PHASE 2, filed for record in the office of the County Recorder of Douglas County, Nevada on June 16, 1980, in Book 680, Page 1361, Document No. 45348.

The Real Property or its address is commonly known as 1080 CORTEZ, GARDNERVILLE, NV 89410. The Real Property tax Identification number is 23-233-05.

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

The Deed of Trust is hereby modified to secure a Promissory Note dated October 28, 1992, in the original amount of \$50,941.74, which is a substitution and replacement of the original Quick Silver Agreement and Disclosure Note dated November 3, 1989. The Note is no longer a revolving line of credit and the interest rate is at a fixed percent per annum.

The word "indebtedness" is hereby described as "all principal and interest payable under the Promissory Note dated October 28, 1992, from Grantor to Lender, together with all renewals, extensions, modification, refinancings, and substitutions of the Note, and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust together with interest on such amounts as provided in this Deed of Trust.

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 endorsers 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 James K. Wilcox
JAMES K. WILCOX

X Jo Ann Wilcox
JO ANN WILCOX

LENDER:
NEVADA BANKING COMPANY
By: Susan E. Potter
Authorized Officer SUSAN E. POTTER

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS)

DIANNE L. WOODS
Notary Public - State of Nevada
Appointed: June 20, 1988
MY APPOINTMENT EXPIRES APR. 20, 1996

On this day before me, the undersigned Notary Public, personally appeared JAMES K. WILCOX and JO ANN WILCOX, 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 29th day of October, 19 92.
By Dianne L. Woods Residing at Gardnerville
Notary Public in and for the State of Nevada My commission expires 4-28-96

THIS DOCUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY WITHOUT LIABILITY ON THE PART OF WESTERN TITLE COMPANY, INC FOR THE SUFFICIENCY HEREOF OR FOR THE CONDITION OF TITLE

292704

LENDER ACKNOWLEDGMENT

STATE OF NEVADA
COUNTY OF DOUGLAS) ss



DIANNE L. WOODS,
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES APR. 28, 1996

On this 6th day of November, 1992, before me, the undersigned Notary Public, personally appeared SUSAN C. POTTER and known to me to be the ASST. BRANCH MANAGER, 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 Dianne L. Woods Residing at Las Vegas, NV
Notary Public in and for the State of Nevada My commission expires 4-28-96

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COPY

REQUESTED BY
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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SUZANNE BEAUDREAU
RECORDER

292704

60 PAID K2 DEPUTY

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