

RECORDATION REQUESTED BY:

NEVADA BANKING COMPANY
229 KINGSBURY GRADE
P.O. BOX 5700
STATELINE, NV 89449

WHEN RECORDED MAIL TO:

NEVADA BANKING COMPANY
229 KINGSBURY GRADE
P.O. BOX 5700
STATELINE, NV 89449

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 4, 1994, BETWEEN LEONARD F. GRAVES and JOSEPHINE GRAVES, husband and wife as Joint Tenants (referred to below as "Grantor"), whose address is 1325 BERNING WAY, MINDEN, NV 89423; and NEVADA BANKING COMPANY (referred to below as "Lender"), whose address is 229 KINGSBURY GRADE, P.O. BOX 5700, STATELINE, NV 89449.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated July 8, 1992 (the "Deed of Trust") recorded in DOUGLAS County, State of Nevada as follows:

Recorded July 15, 1992, in Book 792, at Page 2477, as Document No. 283483, of Official Records of Douglas County, Nevada

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

Situate in the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 12 North, Range 19 East, M.D.B. & M., Douglas County, Nevada more particularly described as follows:

COMMENCING at the Northeast corner of said Section 1, proceed South 0 degree 03' East, 1,707.71 feet, along the Section line to the TRUE POINT OF BEGINNING, which is the Northeast corner of the parcel; continue thence South 0 degree 03' East, 292.35 feet along the Section line to the Southeast corner of the parcel; thence South 89 degrees 18' West, 745.00 feet to the Southeast corner of the parcel; thence North 0 degree 03' West, 292.35 feet to the Northwest corner of the parcel; thence North 89 degrees 18' East, 745.00 feet to the TRUE POINT OF BEGINNING.

The Real Property or its address is commonly known as 1325 BERNING WAY, MINDEN, NV 89423. The Real Property tax identification number is 19-080-08.

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

The above described Deed of Trust is hereby modified to secure a Promissory Note in the amount of \$90,000.00 dated August 4, 1994 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. Said Note is a renewal of the original Promissory Note dated July 8, 1992.

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 Leonard F. Graves
LEONARD F. GRAVES

x Josephine Graves
JOSEPHINE GRAVES

LENDER:

NEVADA BANKING COMPANY

By: [Signature]
Authorized Officer
Ursula Prebecza

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada)
) ss
COUNTY OF Douglas)

DIANE MEANS
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES DEC. 27, 1994

On this day before me, the undersigned Notary Public, personally appeared LEONARD F. GRAVES and JOSEPHINE GRAVES, 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 8th day of August, 19 94.

By [Signature] Residing at StateLine, NV
Notary Public in and for the State of Nevada My commission expires 12-29-94

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LENDER ACKNOWLEDGMENT

STATE OF Nevada
COUNTY OF Douglas



DIANE MEANS
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES DEC. 27, 1994

On this 8th day of August, 19 94, before me, the undersigned Notary Public, personally appeared Ursula Prebezac and known to me 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 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 Diane Means Residing at Stateline, NV
Notary Public in and for the State of Nevada My commission expires 12-27-94

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Nevada Banking Co
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SUZANNE BEAUDREAU, RECORDER
BY K.L.J. 8/14

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