

**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

56117170

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 10, 1995, BETWEEN FRANK G. DURHAM, an unmarried man (referred to below as "Grantor"), whose address is P.O. BOX 121, GLENBROOK, NV 89413; 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 November 16, 1994 (the "Deed of Trust") recorded in DOUGLAS County, State of Nevada as follows:

Recorded November 21, 1994, in Book 1194 at Page 3141 as Document No. 351019 with 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:

Lot 31, as shown on the map of CAVE ROCK ESTATES UNIT NO. 1, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on January 3, 1962, in Book 10, Page 73, as Document No. 19323

The Real Property or its address is commonly known as 1331 WINDING WAY, GLENBROOK, NV 89413. The Real Property tax identification number is 03-125-02.

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

The above described Deed of Trust is hereby modified to secure an additional increase in the principal balance by \$15,387.50. This Deed of Trust now secures the Promissory Note in the original amount of \$69,401.09 dated November 16, 1994, and a Change in Terms executed January 10, 1995 for an additional \$15,387.50; resulting in a total existing indebtedness of \$84,788.59.

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 Frank G. Durham  
FRANK G. DURHAM

LENDER:

NEVADA BANKING COMPANY

By: Wayne Snyder  
Authorized Officer WAYNE SNYDER, EXECUTIVE VICE PRESIDENT

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF NEVADA )  
 ) SS  
COUNTY OF DOUGLAS )



On this day before me, the undersigned Notary Public, personally appeared FRANK G. DURHAM, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of January, 19 95.

By Hannah R. Kolz Residing at Stateline

Notary Public in and for the State of Nevada My commission expires November 15, 1998

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LENDER ACKNOWLEDGMENT

STATE OF Nevada )  
 ) SS  
COUNTY OF Douglas )



On this 11 day of January, 1995, before me, the undersigned Notary Public, personally appeared WAYNE SNYDER and known to me to be the Executive 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 Roxann Clowers Residing at Douglas County  
Notary Public in and for the State of Nevada My commission expires 11/21/98

**COOPER**

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

'95 JAN 13 P4:00

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LINDA SLATER  
RECORDER  
PAID 8.00 DEPUTY