

MODIFICATION OF DEED OF TRUST

05070170

THIS MODIFICATION OF DEED OF TRUST is made and entered into this 24th day of October, 1995, by and between MARC D. GRANAT and DEBORAH E. GRANAT, husband and wife, hereinafter referred to as Borrowers/Trustors, MELLON MORTGAGE COMPANY, a Colorado corporation, hereinafter referred to as Lender/Beneficiary, and U.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION, hereinafter referred to as Trustee,

W I T N E S S E T H:

WHEREAS, Borrowers/Trustors executed a Deed of Trust originally in favor of U.S. BANCORP MORTGAGE COMPANY, which is owned and existing under the law of the State of Oregon, dated February 4, 1994, recorded February 11, 1994, in Book 294, Page 2204, as Document No. 329942, Official Records of Douglas County, Nevada; and

WHEREAS, by Assignment of Mortgage Deed of Trust, dated September 16, 1994, recorded October 28, 1994, in Book 1094, Page 5294, as Document No. 349722, Official Records of Douglas County, Nevada, U.S. BANCORP MORTGAGE COMPANY, which is owned and existing under the laws of the State of Oregon, assigned its beneficial interest in said Deed of Trust to MELLON MORTGAGE COMPANY, a Colorado corporation; and

WHEREAS, Borrowers/Trustors have entered into a Record of Survey Supporting a Lot Line Adjustment recorded 11-9-95, 1995, as Document No. 374514, Official Records of Douglas County, Nevada; and

WHEREAS, the Record of Survey Supporting a Lot Line Adjustment changes the net property secured by the Deed of Trust; and

IT IS HEREINAFTER AGREED that, from and after the date hereof, the property secured by this Deed of Trust (which property is now reflected as Parcel A by the Record of Survey Supporting a Lot Line Adjustment) is incorporated as Exhibit "C" in the Grant Deed For The Purpose of Adjusting Boundaries recorded 11-9-95, 1995, as Document No. 374515 & 374516 Official Records of Douglas County, Nevada, being more particularly described as follows:

All that property being a portion of the Northwest quarter of Section 25, and the Southwest quarter of Section 24, Township 12 North, Range 19 East, M.D.M., Douglas County, Nevada, described as follows:

Beginning at the Southwest corner of Lot 10, as shown on the final map of GREEN ACRES filed with the Douglas County Recorder in Document No. 34001; thence along the South line of Lot 9 of said GREEN ACRES; South  $71^{\circ}26'10''$  West 437.73 feet to the Northwest corner of Adjusted Parcel "C", as shown on that Record of Survey filed with the Douglas County Recorder in Document No. 296763; thence along the West line of said Adjusted Parcel "C", South  $18^{\circ}30'23''$  East 985.98 feet to the Southwest corner of said Adjusted Parcel "C"; thence along the South line of said Adjusted Parcel "C", North  $71^{\circ}30'07''$  East 850.06 feet; thence North  $24^{\circ}35'34''$  West 992.44 feet to the South line of said Lot 10; thence North  $18^{\circ}32'25''$  West 302.74 feet to a point on a non-tangent curve on the South right-of-way of Green Acres Drive; thence from said point, from which a radial line bears North  $20^{\circ}37'53''$  West, Westerly along said right-of-way along the arc of a 6017.63 foot radius curve concave to the Northwest having a central angle of  $2^{\circ}55'44''$ , an arc length of 307.61 feet to the Northwest corner of Lot 10 of said GREEN ACRES; thence along the West line of said Lot 10, South  $18^{\circ}37'45''$  East 299.50 feet to the True Point of Beginning.

The basis of bearings of this description is the South line of Adjusted Parcel "C" per Document No. 296763, taken as North  $71^{\circ}30'07''$  East.

Contains 20.17 acres, more or less.

In all other respects the Deed of Trust and Promissory Note secured thereby shall remain unaffected, unchanged and unimpaired by reason of the foregoing amendment to the property description.

Borrowers/Trustors, owners of the property covered by the Deed of Trust and makers of the Promissory Note secured thereby, hereby accept the foregoing amendment and, in consideration thereof, agree to pay the indebtedness evidenced by the Note and secured by the Deed of Trust according to the terms thereof as amended.

Trustee joins in the execution hereof for the sole purpose of evidencing its consent as Trustee under said Deed of Trust to the foregoing amendment.

IN WITNESS WHEREOF, the parties have executed this Modification of Deed of Trust on the day and year first above written.

Marc D. Granat  
MARC D. GRANAT

Deborah E. Granat  
DEBORAH E. GRANAT

"Borrowers/Trustors"

MELLON MORTGAGE COMPANY,  
a Colorado corporation

By Kathleen R. McLeod  
Kathleen R. McLeod  
Its Officer

"Lender/Beneficiary"

CO

STATE OF Nevada )  
COUNTY OF Douglas ) : SS.

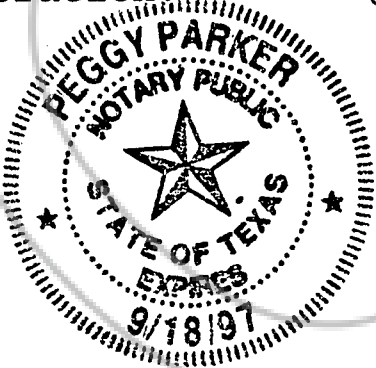
This instrument was acknowledged before me on October 30, 1995, by MARC D. GRANAT and DEBORAH E. GRANAT, husband and wife.



L. Hendrick  
Notary Public

STATE OF TEXAS )  
COUNTY OF HARRIS ) : SS.

This instrument was acknowledged before me on October 24, 1995, by Kathleen R. McLeod, the Officer of MELLON MORTGAGE COMPANY, a Colorado corporation.



Peggy Parker  
Notary Public

REQUESTED BY  
STEWART TITLE OF DOUGLAS COUNTY  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'95 NOV -9 A11 :06

LINDA SLATER  
RECORDER  
\$10 PAID ko DEPUTY

McDONALD, CARANO, WILSON, McCUNE,  
BERGIN, FRANKOVICH & HICKS  
ATTORNEYS AT LAW  
RENO, NEVADA 89505-2670

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BK 1195 PG 1515