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RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 29, 1996, BETWEEN PATRICIA HARMON, an unmarried woman (referred to below as "Grantor"), whose address is PO BOX 1706, GARDNERVILLE, NV 89410; 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 19, 1993 (the "Deed of Trust") recorded in DOUGLAS County, State of Nevada as follows:

Deed of Trust dated November 19, 1993, and Recorded November 24, 1993, Official Records of Douglas County, Book 1193, Page 5421, as Document No. 323562.

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

Lot 55, as shown on the map of TOPAZ SUBDIVISION, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on August 10, 1954, as File No. 9774.

The Real Property or its address is commonly known as **2009 MASONIC DRIVE, GARDNERVILLE, NV 89410.** The Real Property tax identification number is 39–163–03.

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 \$51,843.46 dated February 29, 1996 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. Said Note is a renewal of the original Credit Agreement dated November 19, 1993, no londer a revolving credit agreement, and no longer calling for a variable interest rate.

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.

PATRICIA HARMON

LENDER:
NEVADA BANKING COMPANY

By:
Authorized Officer
Company

Autho

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

-

) SS

COUNTY OF

This instrument was acknowledged before me on

3/4/96

by PATRICIA HARMON.

(Seal, if any)

JANET SEAMONS

Notary Public - State of Nevada

Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES AUG. 16, 1999

(Signature of notarial officer)

Notary Public in and for State of <u>Thural</u>

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LENDER ACKNOWLEDGMENT

This instrument was acknowledged before me on designated agent of NEVADA BANKING COMPANY.

Notary Public in and for State of

(Seal, if any)

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JANET SEAMONS Notary Public - State of Nevada Appointment Recorded in Douglas County MY APPOINTMENT EXPIRES AUG. 16, 1999

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