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

(d) 75 All 106

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED MAY 16, 1996, BETWEEN RICHARD H. NALDER and ALIS L. NALDER, husband and wife as joint tenants (referred to below as "Grantor"), whose address is PO BOX 243, 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 March 25, 1992 (the "Deed of Trust") recorded in DOUGLAS County. State of Nevada as follows:

Deed of Trust dated March 25, 1992, and Recorded April 1, 1992, Official Records of Douglas County, Book 492, Page 038, as Document No. 274661.

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 portion of Lot 2 of the Northeast 1/4 of Section 5, Township 12 North, Range 21 East, M.D.B. & M., more particularly described as follows:

Parcel 4, as set forth on that certain Parcel Map for RICHARD H. NALDER and ALIS L. NALDER, filed for record in the office of the County Recorder of Douglas County, Nevada on September 28, 1982, as Document No. 71297, Official Records.

The Real Property or its address is commonly known as 1375 HOME LANE, #2, GARDNERVILLE, NV 89410. The Real Property tax identification number is 35-140-19.

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 \$30,053,01 dated May 16, 1996 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. Said Note is a renewal of the Promissory Note dated April 12, 1993, no longer a revolving line of credit, and no londer calling for a variable annual percentage 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.**

Maller RICHARD H. NALDER **ALIS L. NALDER** LENDER: **NEVADA BANKING COMPANY Authorized Officer** 6

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

) SS

COUNTY OF

GRANTOR:

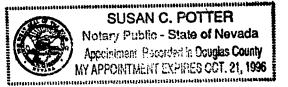
This instrument was acknowledged before me on

by RICHARD H. NALDER and ALIS L. NALDER.

(Signature of notarial officer)

Notary Public in and for State of

(Seal, if any)



MODIFICATION OF DEED OF TRUST (Continued)

Page 2

LENDER ACKNOWLEDGMENT

STATE OF <u>Jevada</u>)

COUNTY OF Wouglas

This instrument was acknowledged before me on 27 designated agent of NEVADA BANKING COMPANY.

by Susan C. Potter

JANET SEAMONS

Notary Public - State of Nevada

Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES AUG. 16, 1989

net Seamons
(Signature of notarial officer)

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

(Seal, if any)

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