

RECORDATION REQUESTED BY:

✓ First Interstate Bank of Nevada, N.A.
711 West Broadway Road
Tempe, Arizona 85285

WHEN RECORDED MAIL TO:

Loan Service Center
Quality Control
Post Office Box 53456
Phoenix, Arizona 85072-3456

FOR RECORDER'S USE ONLY

**REVOLVING CREDIT REVISION AGREEMENT
AND
NOTICE OF MODIFICATION/EXTENSION**

DATED: 02-13-1996

First Interstate Bank of Nevada, N.A. ("Lender") and the undersigned borrower(s) ("Borrower") previously executed a certain revolving credit agreement (Account # 746-6140255) dated 12-6, 19 95, with a credit limit in the amount of \$ 75,000.00 (including any amendments, modifications and/or extensions, the "Credit Agreement"). To secure Borrower's obligations under the Credit Agreement, Borrower also executed a deed of trust dated 12-6, 19 95, for the use and benefit of Lender (as Beneficiary and Trustee), which was recorded on 12-13-95 at BK1295PG1896 as document no. 376825 in the records of DOUGLAS County, Nevada (including any amendments, modifications, and/or extensions, the "Deed of Trust").

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For good and valuable consideration, Lender and Borrower agree to modify and/or supplement the terms of the Credit Agreement and Deed of Trust as follows:

You agree to pay the minimum amount due each month (the "Minimum Payment") on or before the due date indicated on your Advanceline periodic billing statement. The Minimum Payment will be reflected on your Advanceline Statement as the "Total Payment Due." During the Draw Period, your Minimum Payment will be an amount equal to the interest accrued on the daily balance calculated in accordance with the terms of this Agreement, plus all amounts past due, any voluntary credit life and disability insurance premiums, and all other charges and fees owed in connection with this Agreement. During the Draw Period, your Minimum Payment will not reduce your principal balance.

Borrower and Trustor acknowledge and agree that the Deed of Trust secures the payment of any and all amounts due or to become due under the Credit Agreement, as hereby modified.

Trustor under the Deed of Trust acknowledges and agrees that the Deed of Trust also secures the payment of any and all additional loans and advances made by Lender to Borrower and/or Trustee with interest thereon, late charges, prepayment penalties, attorneys' fees, and all other fees and charges according to the terms of any additional promissory note(s) and/or credit agreement(s), and/or change in terms agreement(s), and/or any extension, modification, revision, extension, or replacement thereof, evidencing such loan, credit or advance, provided that such note(s) and/or agreement(s) specifically recite that they are secured by the Deed of Trust.

This Revolving Credit Revision Agreement and Notice of Modification (this "Revision Agreement") is a revision of the Credit Agreement and Deed of Trust only and not a novation. Except as specifically amended, modified and/or extended by this Revision Agreement, all terms, conditions, and provisions of the Credit Agreement and Deed of Trust or any other documents executed in connection with them (collectively, the "Documents") shall remain in full force and effect and shall remain unaffected and unchanged except as amended hereby. The Credit Agreement, Deed of Trust, and Documents, as amended hereby, are ratified and reaffirmed by Borrower, and Borrower specifically acknowledges the validity and enforceability thereof. All references to the Credit Agreement or Deed of Trust in any of the Documents refer to the Credit Agreement or Deed of Trust as amended, modified and/or extended by this Revision Agreement.

By executing this Revision Agreement, Lender in no way is obligated to grant subsequent extensions of the maturity date or to renew, refinance, modify, amend, alter or change in any way the terms of the Credit Agreement or Deed of Trust.

This Revision Agreement shall not be construed as a waiver of any present or past default or rights under the Credit Agreement, Deed of Trust, or any other of the Documents, and Lender

reserves all of its rights to pursue any and all available remedies under the Credit Agreement, Deed of Trust or other Documents at law or in equity.

This Revision Agreement shall be construed under and governed by the laws of the State of Nevada and may be enforced in and Borrower does hereby submit to the exclusive jurisdiction and venue of the courts thereof.

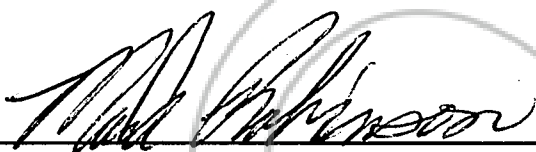
Borrower shall pay all costs and expenses, including, but not limited to, recording fees and title insurance premiums incurred by Lender in connection herewith. Lender, at its option, but without any obligation to do so, may advance funds to pay such costs and expenses that are the obligation of Borrower, and all such funds advanced shall bear interest at the rate provided in the Credit Agreement, shall be due and payable on demand and shall be secured by the Deed of Trust.

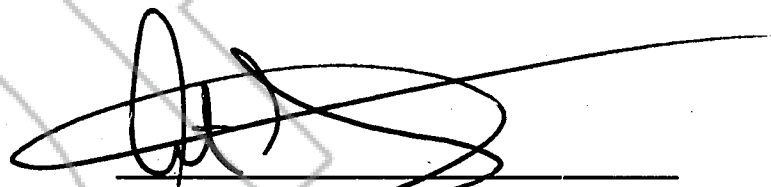
Borrower agrees to pay Lender a Revision Fee of \$ 250.00 , which will be added to the outstanding balance of the line of credit. As of the date hereof, Lender and Borrower acknowledge that the outstanding balance under the Credit Agreement and secured by the Deed of Trust (including the aforementioned Revision Fee) is \$ 44,995.51 and the accrued interest under the Credit Agreement and secured by the Deed of Trust is \$ 283.08 .


This Agreement is effective as of the date written above.

Agreed to and accepted by:

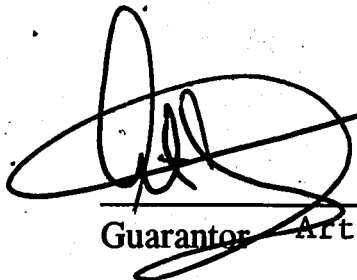
FIRST INTERSTATE BANK OF NEVADA, N.A.

By: 
Title MARK ROBINSON, BANKING OFFICER

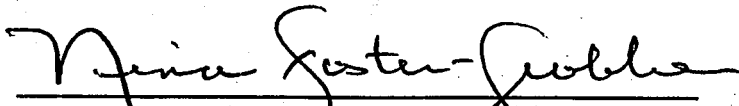

ARTHUR GROBBEN


NINA FOSTER-GROBBEN

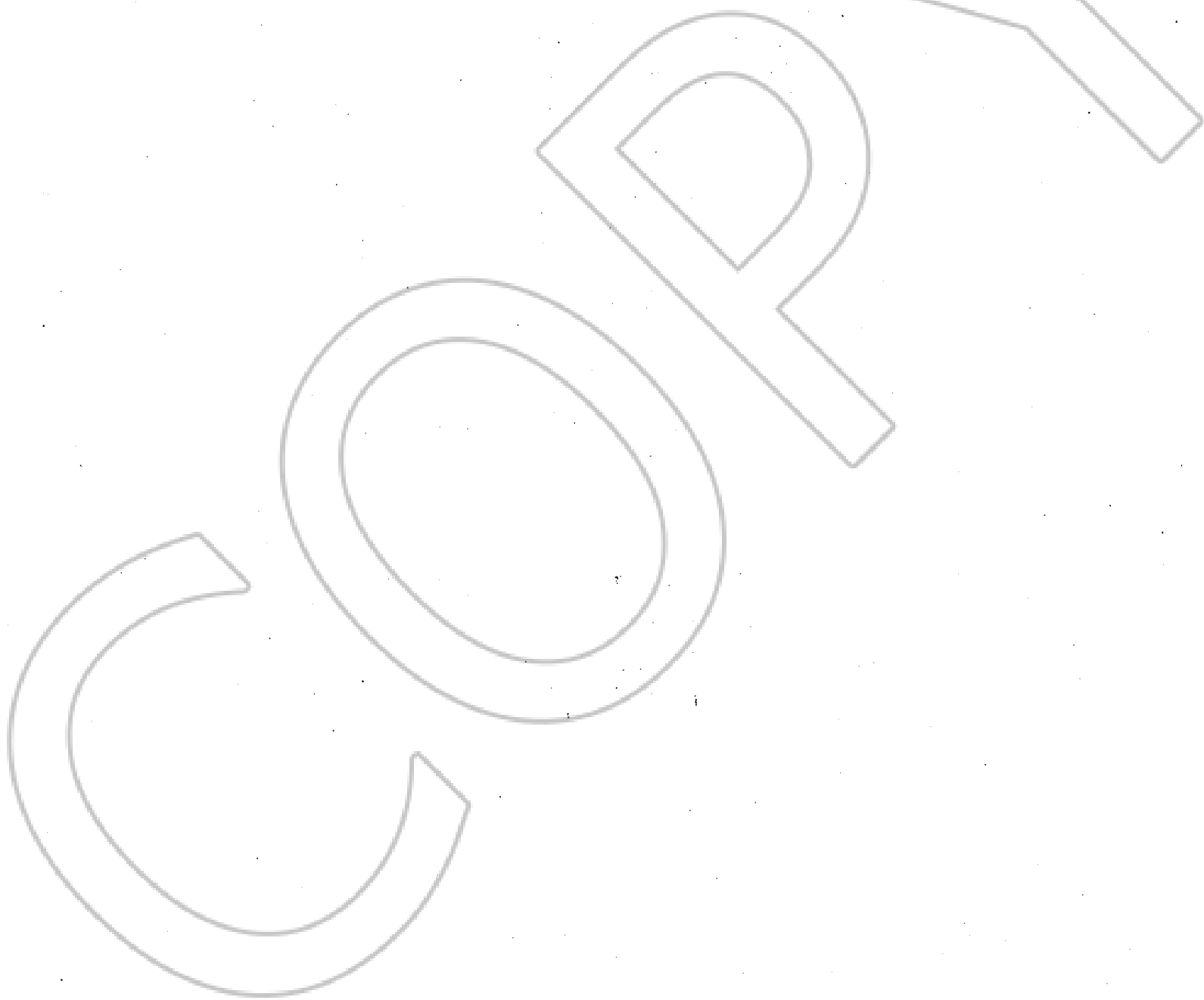
The undersigned guarantor(s) of the Note hereby acknowledge(s) and consent(s) to the amendments, modifications and/or extensions made by this Revision Agreement, as set forth above.


Guarantor Arthur Grobber

Date: 02-13-1996


Guarantor Nina Foster Grobber

Date: 02-13-1996



STATE OF ARIZONA)
)
County of Maricopa) SS.

The foregoing instrument was acknowledged before me this 9th day of May, 1996 by Mark Robinson, the Banking officer of FIRST INTERSTATE BANK OF ARIZONA, N.A.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Karen Me...
Notary Public

My commission expires:

My Commission Expires Feb. 19, 1999

SEAL

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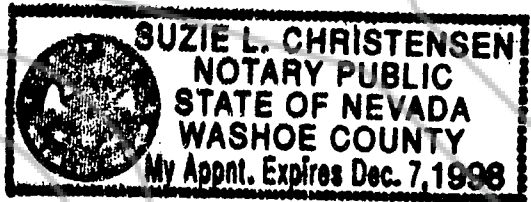
STATE OF Nevada)
) ss.
County of WASHOE)

The foregoing instrument was acknowledged before me this 13th day of February, 1996, by Arthur Grover.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Suzie L. Christensen
Notary Public

My commission expires:
12/7/98



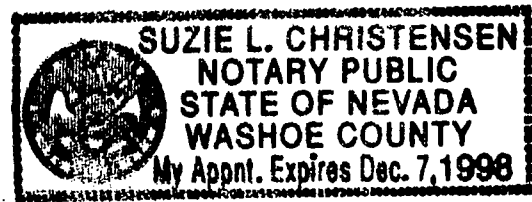
STATE OF Nevada)
) ss.
County of Washoe)

The foregoing instrument was acknowledged before me this 13th day of February, 1996, by Nina Foster-Grover.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Suzie L. Christensen
Notary Public

My commission expires:
12/7/98



COPY

REQUESTED BY
FIR
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'96 MAY 23 AM 12

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LINDA SLATER
RECORDER
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