

WHEN RECORDED MAIL TO:

FIRST SECURITY BANK, 6275 Neil Road,
Reno, NV 89511



**Modification Agreement
(Secured Transactions)**

Loan No. 901051740

First Security Bank ("First Security") has extended credit to the undersigned (individually and collectively "Borrower") pursuant to a promissory note dated 12/29/98 (the "Note") in the stated principal amount of \$ 450,000.00. The Note is secured and supported by loan agreements, collateral documents, guaranties, and/or subordinations. The Note and any loan agreements, collateral documents, guaranties, and subordinations, together with any previous modifications to any of these documents, shall be referred to as the "Loan Documents."

Borrower has requested certain modifications to the Loan Documents and First Security is willing to grant such modifications on the following terms and conditions.

1. Provided that all conditions stated herein are satisfied, the terms of the Loan Documents are hereby modified as follows:(check the applicable box(es))

Modifications to the Terms of the Note:

The **maturity date** of the note is extended to _____.

The **interest rate** under the Note is modified to be _____ per annum. An interest rate based upon the prime rate shall be adjusted with each change in the prime rate. The following definition applies to variable interest rates based upon the prime rate:

First Security's "Prime Rate" is its announced rate of interest used as a reference point from which it may calculate the cost of credit to customers. It is subject to change from time to time. First Security may make loans bearing interest above, at or below its Prime Rate.

The **principal amount** shown on the Note is being changed to \$ 482,000.00, to be evidenced by a promissory note of even date herewith in that amount. The new promissory note represents the same obligation represented by the Note, as modified hereby. The new promissory note does not constitute a repayment or extinguishment of the Note, but only a modification thereof.

The **repayment terms** of the Note are modified to require _____

Other Modifications to the Loan Documents:

The **Loan Documents** shall be amended as follows: _____

2. As preconditions to the terms of this Agreement, Borrower shall complete or provide the following (if none, type N/A in subsection 2.1):

2.1 1% EXTENSION FEE, 1% VOUCHER CONTROL FEE, \$295 FOR DOCUMENT PREPERATION FEE, CREDIT REPORT FEE OF \$60 NEEDS TO BE PAID AT CLOSING FROM LOAN PROCEEDS

2.2 _____

2.3 _____

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3. As an additional precondition to the terms of this Agreement, Borrower shall pay or shall have paid all reasonable fees, costs, and expenses, of whatever kind or nature, incurred by First Security, including but not limited to attorney's fees and filing fees.

4. It is the intention and agreement of Borrower and First Security that: (i) all collateral security in which First Security has acquired a security interest or other lien pursuant to the Loan Documents shall continue to serve as collateral security for payment and performance of all the obligations of the Borrower under the Loan Documents, and (ii) all agreements, representations, warranties and covenants contained in the Loan Documents are hereby reaffirmed in full by Borrower except as specifically modified by this Agreement.

5. Borrower hereby acknowledges that (i) the Loan Documents are in full force and effect, as modified by this Agreement, and (ii) by entering into this Agreement, First Security does not waive any existing default or any default hereafter occurring or become obligated to waive any condition or obligation under the Loan Documents. Borrower hereby waives and releases any and all claims, demands, causes of action, or defenses against enforcement that could be asserted against First Security, whether known or unknown, arising out of or in any way connected with the Loan Documents.

6. In addition to this Agreement, the Loan Documents, and any additional documents that this Agreement requires, this finance transaction may include written documentation such as resolutions, waivers, certificates, financing statements, filings, statements, closing or escrow instructions, loan purpose statements, and other documents that First Security may customarily use in such transactions. Such documents are incorporated herein by this reference. All the documents to which this paragraph makes reference express, embody, and supersede any previous understandings, agreements, or promises (whether oral or written) with respect to this finance transaction, and represent the final expression of the agreement between First Security and Borrower, the terms and conditions of which cannot hereafter be contradicted by any oral understanding (if any) not reduced to writing and identified above.

Effective as of the 1ST day of october, 1999.

BY: SIERRA RIDGE PROPERTIES LLC LIMITED LIABILITY CORPORATION By-



ALAN FLEMING

By: _____
Jeanne Heppner

AFFIRMATION OF GUARANTIES AND SUBORDINATIONS

Each of the following guarantors or subordinators hereby acknowledges and consents to the foregoing Modification Agreement and affirms and restates each liability and agreement under the guaranty(ies) or subordination agreement(s) executed as part of the Loan Documents (including the continued subordination as to any increase in the principal amount of the Note).

GUARANTORS:

Date: _____

Date: _____

SUBORDINATORS:

Date: _____

Date: _____

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3. As an additional precondition to the terms of this Agreement, Borrower shall pay or shall have paid all reasonable fees, costs, and expenses, of whatever kind or nature, incurred by First Security, including but not limited to attorney's fees and filing fees.

4. It is the intention and agreement of Borrower and First Security that: (i) all collateral security in which First Security has acquired a security interest or other lien pursuant to the Loan Documents shall continue to serve as collateral security for payment and performance of all the obligations of the Borrower under the Loan Documents, and (ii) all agreements, representations, warranties and covenants contained in the Loan Documents are hereby reaffirmed in full by Borrower except as specifically modified by this Agreement.

5. Borrower hereby acknowledges that (i) the Loan Documents are in full force and effect, as modified by this Agreement, and (ii) by entering into this Agreement, First Security does not waive any existing default or any default hereafter occurring or become obligated to waive any condition or obligation under the Loan Documents. Borrower hereby waives and releases any and all claims, demands, causes of action, or defenses against enforcement that could be asserted against First Security, whether known or unknown, arising out of or in any way connected with the Loan Documents.

6. In addition to this Agreement, the Loan Documents, and any additional documents that this Agreement requires, this finance transaction may include written documentation such as resolutions, waivers, certificates, financing statements, filings, statements, closing or escrow instructions, loan purpose statements, and other documents that First Security may customarily use in such transactions. Such documents are incorporated herein by this reference. All the documents to which this paragraph makes reference express, embody, and supersede any previous understandings, agreements, or promises (whether oral or written) with respect to this finance transaction, and represent the final expression of the agreement between First Security and Borrower, the terms and conditions of which cannot hereafter be contradicted by any oral understanding (if any) not reduced to writing and identified above.

Effective as of the 1ST day of october, 1999.

BY: SIERRA RIDGE PROPERTIES LLC LIMITED LIABILITY CORPORATION By-

ALAN FLEMING

By: *Jeanne Heppner*
Jeanne Heppner

AFFIRMATION OF GUARANTIES AND SUBORDINATIONS

Each of the following guarantors or subordinators hereby acknowledges and consents to the foregoing Modification Agreement and affirms and restates each liability and agreement under the guaranty(ies) or subordination agreement(s) executed as part of the Loan Documents (including the continued subordination as to any increase in the principal amount of the Note).

GUARANTORS:

Date: _____

Date: _____

SUBORDINATORS:

Date: _____

Date: _____

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3. As an additional precondition to the terms of this Agreement, Borrower shall pay or shall have paid all reasonable fees, costs, and expenses, of whatever kind or nature, incurred by First Security, including but not limited to attorney's fees and filing fees.

4. It is the intention and agreement of Borrower and First Security that: (i) all collateral security in which First Security has acquired a security interest or other lien pursuant to the Loan Documents shall continue to serve as collateral security for payment and performance of all the obligations of the Borrower under the Loan Documents, and (ii) all agreements, representations, warranties and covenants contained in the Loan Documents are hereby reaffirmed in full by Borrower except as specifically modified by this Agreement.

5. Borrower hereby acknowledges that (i) the Loan Documents are in full force and effect, as modified by this Agreement, and (ii) by entering into this Agreement, First Security does not waive any existing default or any default hereafter occurring or become obligated to waive any condition or obligation under the Loan Documents. Borrower hereby waives and releases any and all claims, demands, causes of action, or defenses against enforcement that could be asserted against First Security, whether known or unknown, arising out of or in any way connected with the Loan Documents.

6. In addition to this Agreement, the Loan Documents, and any additional documents that this Agreement requires, this finance transaction may include written documentation such as resolutions, waivers, certificates, financing statements, filings, statements, closing or escrow instructions, loan purpose statements, and other documents that First Security may customarily use in such transactions. Such documents are incorporated herein by this reference. All the documents to which this paragraph makes reference express, embody, and supersede any previous understandings, agreements, or promises (whether oral or written) with respect to this finance transaction, and represent the final expression of the agreement between First Security and Borrower, the terms and conditions of which cannot hereafter be contradicted by any oral understanding (if any) not reduced to writing and identified above.

Effective as of the 1ST day of october, 1999.

BY: SIERRA RIDGE PROPERTIES LLC LIMITED LIABILITY CORPORATION By-

ALAN FLEMING

By: _____
Jeanne Heppner

AFFIRMATION OF GUARANTIES AND SUBORDINATIONS

Each of the following guarantors or subordinators hereby acknowledges and consents to the foregoing Modification Agreement and affirms and restates each liability and agreement under the guaranty(ies) or subordination agreement(s) executed as part of the Loan Documents (including the continued subordination as to any increase in the principal amount of the Note).

GUARANTORS:

Date: _____

Date: _____

Date: 10-4-99 0478414

SUBORDINATORS: FIVE CREEK LIMITED LIABILITY COMPANY

Cole S. Smith

COLE S. SMITH

Date: BK1099PG1654

Operating Manager

LOAN MODIFICATION AGREEMENT

(Trust Deed-Secured Loan)

RELATING TO RESIDENTIAL CONSTRUCTION LOAN AGREEMENT
BETWEEN THE FOLLOWING BORROWER(S) (individually
and collectively "Borrower")

SIERRA RIDGE PROPERTIES LLC, LIMITED LIABILITY CORPORATION

and FIRST SECURITY BANK, N.A., as Lender

File Name (if different from Borrower name): _____
Loan No: 901051740

First Security Bank, N.A. ("First Security") has extended credit pursuant to the Loan to the undersigned Borrower(s) identified above (individually and collectively "Borrower") under the terms of that certain Residential Construction Loan Agreement dated December 29, 1998 (such Residential Construction Loan Agreement, along with all previous extensions or modifications of such Residential Construction Loan Agreement, being referred to herein as the "Existing Loan Agreement"). Capitalized terms used in this Loan Modification Agreement (the Modification Agreement) shall have the meanings defined in the Existing Loan Agreement unless the context indicates otherwise.

Borrower has requested certain modifications to the Existing Loan Agreement and/or the Loan Documents identified in the Existing Loan Agreement (referred to herein as the "Existing Loan Documents") as outlined below, and First Security is willing to grant such modifications on the following terms and conditions:

1. Provided that all conditions stated herein are satisfied, the terms of the Existing Loan Agreement and/or the Existing Loan Documents are hereby modified as follows: [check the applicable box(es)]:

Modification by Extension of the Maturity Date:

The Maturity Date of the Note and the Loan is extended to _____.

Modification of Maximum Principal Amount of Loan:

The Maximum Principal Amount of the Note and the Loan is hereby increased to \$482,000. If this Modification Agreement provides for an increase in the Maximum Principal Amount of the Note and the Loan, this Modification Agreement shall be deemed to be a promissory note or other document evidencing additional loans or advances by First Security to Borrower that are secured by the Trust Deed, as contemplated by the terms of the Trust Deed.

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The Maximum Principal Amount of the Note and the Loan is hereby decreased to \$_____.

Extension of Unit Partial Payment Deadline(s) :

The Unit Partial Payment Deadline(s) under the Loan Summary and Section 2.5 of the Existing Loan Agreement and the related Unit Approval Form(s) for the following Unit(s) under the Loan is/are hereby extended to the new Unit Partial Payment Deadline(s) indicated below:

<u>Project Name & Lot No</u>	<u>Unit Description</u>	<u>New Unit Partial Payment Deadline</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Other Modifications (If Any):

The Existing Loan Agreement or the other Existing Loan Documents shall be amended and modified as follows:

2. As preconditions to the terms of this Modification Agreement, Borrower shall complete or provide the following [if not filled in, then there are no preconditions other than those explicitly stated elsewhere in this Modification Agreement]:

Borrower shall pay a fee of \$ 935.00 to First Security as follows:

At the closing of this Modification Agreement.

Borrower authorizes First Security to pay the fee as a disbursement on the Loan.

Other: _____

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Other Preconditions (if any):

1% EXTENSION FEE, 1% VOUCHER CONTROL FEE, \$295 FOR DOCUMENT PREPERATION
FEE CREDIT REPORT FEE OF \$60 NEEDS TO BE PAID AT CLOSING FROM LOAN
PROCEEDS.

3. As additional preconditions to the terms of this Modification Agreement, Borrower shall pay or shall have paid all fees, costs, and expenses, of whatever kind or nature, incurred by First Security in connection with this Modification Agreement, including but not limited to the fees and costs identified in Section 8.3 of the Existing Loan Agreement.

4. As outlined above, this Modification Agreement shall be deemed to be a modification (and, if indicated above, an extension) of the Note (referred to herein as the "Existing Note"), the Loan, and the Existing Loan Agreement. Pursuant to the Existing Loan Agreement and the Existing Note, Borrower currently has outstanding Unit Commitments for certain existing Units. For purposes of the Existing Loan Agreement (as modified by this Modification Agreement), all existing Units for which there are outstanding Unit Commitments under the Existing Loan Agreement as of the date of this Modification Agreement shall be deemed to be included within the definition of "Units" under the Loan Agreement, all existing Trust Deeds encumbering such existing Units for which there are outstanding Unit Commitments under the Existing Loan Agreement as of the date of this Modification Agreement shall be included within the definition of "Trust Deed" under the Loan Agreement as part of the Collateral securing the Loan and the Note, the existing outstanding Unit Commitments under the Existing Loan Agreement as of the date of this Modification Agreement for the existing Units shall be deemed to be Unit Commitments under the Loan Agreement for Units as to which Unit Approval has already been given, and the amounts disbursed by First Security under the Existing Loan Agreement and the Existing Note for the existing Units for which there are outstanding Unit Commitments under the Existing Loan Agreement as of the date of this Modification Agreement shall be deemed to be disbursements of the Loan and subject to the repayment obligations of Borrower under the Loan and the Note and the Loan Agreement.

5. The terms and conditions of the Existing Loan Agreement and the Existing Note are hereby modified to reflect the terms and conditions of this Modification Agreement and the other Loan Documents. The modification of the Existing Note and the Existing Loan Agreement pursuant to this Modification Agreement shall not be deemed to be a repayment or novation or extinguishment of the Existing Note or the Existing Loan Agreement, but only a modification thereof. The Existing Note, the Existing Loan Agreement, the Existing Loan Documents, any previous modifications of any other of the Existing Loan Documents, together with this Modification Agreement, shall all be deemed to be included as part of the "Loan Documents" as defined in the Existing Loan Agreement. The modification provisions of this Modification Agreement are hereby incorporated into the Existing Note, which modified Existing Note shall be deemed to be the "Note" as defined in the Existing Loan Agreement, as well as incorporated into the Existing Loan Agreement, which modified Existing Loan Agreement shall be deemed to be the "Loan Agreement" or the "Agreement" as defined in the Loan Agreement. It is the

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intention and agreement of Borrower and First Security that all Collateral not previously released which secures the Existing Note and the Existing Loan Agreement shall continue to serve as part of the Collateral securing the Loan Documents under the Loan Agreement, including all existing Trust Deeds encumbering the existing Units.

6. Unless extended above, the Unit Partial Payment Deadline (if any) for each existing Unit for which there is an outstanding Unit Commitment under the Existing Loan Agreement as of the date of this Modification Agreement shall continue to be the Unit Partial Payment Deadline indicated in the Loan Summary and in Section 2.5 of the Loan Agreement for a Unit Partial Payment for such existing Unit, notwithstanding the modification of the Existing Loan Agreement by this Modification Agreement.

7. It is the intention and agreement of Borrower and First Security that all agreements, representations, warranties and covenants contained in the Existing Loan Documents are hereby reaffirmed in full by Borrower except as specifically modified by this Modification Agreement.

8. Borrower hereby acknowledges that the Existing Loan Documents are in full force and effect, as modified by this Modification Agreement, and by entering into this Modification Agreement, First Security does not waive any existing default or any default hereafter occurring or become obligated to waive any condition or obligation under the Loan Documents or become obligated to enter into future modifications of the Loan Documents.

9. Borrower hereby acknowledges that Borrower has no claim, demand, lawsuit, cause of action, claim for relief, remedy, or defense against enforcement of the Loan Documents that could be asserted against First Security, its affiliates, directors, officers, employees or agents, whether known or unknown, for acts, failures to act (whether such act or failure to act is intentional or negligent), representations, commitments, statements or warranties, including without limitation any such conduct arising out of or in any way connected with the Loan Documents. Notwithstanding the foregoing, Borrower hereby waives, releases, and relinquishes any and all claims, demands, lawsuits, causes of action, claims for relief, remedies, or defenses against enforcement of the Loan Documents that could be asserted as of the date of this Modification Agreement against First Security, its affiliates, directors, officers, employees or agents, whether known or unknown.

10. First Security may, in its sole discretion, determine that specific provisions of this Modification Agreement be further evidenced by execution, delivery and, at First Security's discretion, recording of a Modification to Trust Deed for each such Trust Deed (collectively the Modifications to Trust Deed) substantially in the form attached hereto as Attachment B, which is incorporated into this Modification Agreement by reference. Any such executed Modification to Trust Deed along with the Trust Deed which it modifies shall collectively be deemed to be included within the definition of Trust Deed under the Existing Loan Agreement as modified by this Modification Agreement. The execution, delivery and, at First Security's discretion, recording of all required Modifications to Trust Deed as well as the obtaining of title insurance for any increased Maximum Principal Amount of the Loan (if such an increase is reflected above) shall be additional preconditions to the effectiveness of this Modification Agreement, and

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Borrower shall pay or shall have paid all of the costs and expenses associated with the preparation and recording of all required Modifications to Trust Deed and all associated title insurance premiums and other costs and expenses as well as all other similar costs outlined in Section 8.3 of the Existing Loan Agreement.

11. In addition to this Modification Agreement, the Loan Documents, and any additional documents that this Modification Agreement requires, this finance transaction may include other written closing documentation such as resolutions, waivers, certificates, financing statements, filings, statements, closing or escrow instructions, loan purpose statements, and other documents that First Security may customarily use in such transactions. Such documents are incorporated herein by this reference. All of the documents to which this paragraph makes reference express, embody and supersede any previous understandings, agreements, or promises (whether oral or written) with respect to the Loan modification contemplated by this Modification Agreement, and represent the final expression of the agreement between First Security and Borrower, the terms and conditions of which cannot hereafter be contradicted by any oral understanding (if any) not reduced to writing or identified above.

12. The Obligations of Borrower (if there is more than one Borrower) under this Modification Agreement as well as the other Loan Documents shall be joint and several.

EFFECTIVE as of the 1ST day of OCTOBER, 1999.

FIRST SECURITY :

FIRST SECURITY BANK, N.A.

By: *James A. Heppner*
Its: _____

BORROWER: SIERRA RIDGE PROPERTIES LLC, LIMITED LIABILITY CORPORATION

BY: _____
ALAN FLEMING

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Borrower shall pay or shall have paid all of the costs and expenses associated with the preparation and recording of all required Modifications to Trust Deed and all associated title insurance premiums and other costs and expenses as well as all other similar costs outlined in Section 8.3 of the Existing Loan Agreement.

11. In addition to this Modification Agreement, the Loan Documents, and any additional documents that this Modification Agreement requires, this finance transaction may include other written closing documentation such as resolutions, waivers, certificates, financing statements, filings, statements, closing or escrow instructions, loan purpose statements, and other documents that First Security may customarily use in such transactions. Such documents are incorporated herein by this reference. All of the documents to which this paragraph makes reference express, embody and supersede any previous understandings, agreements, or promises (whether oral or written) with respect to the Loan modification contemplated by this Modification Agreement, and represent the final expression of the agreement between First Security and Borrower, the terms and conditions of which cannot hereafter be contradicted by any oral understanding (if any) not reduced to writing or identified above.

12. The Obligations of Borrower (if there is more than one Borrower) under this Modification Agreement as well as the other Loan Documents shall be joint and several.

EFFECTIVE as of the 1ST day of OCTOBER, 1999.

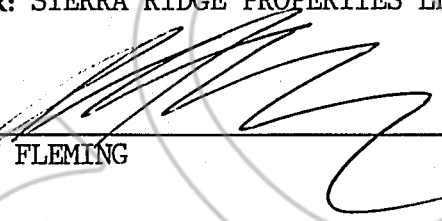
FIRST SECURITY :

FIRST SECURITY BANK, N.A.

By: _____

Its: _____

BORROWER: SIERRA RIDGE PROPERTIES LLC, LIMITED LIABILITY CORPORATION

BY:  _____
ALAN FLEMING

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ATTACHMENT "B" TO LOAN MODIFICATION AGREEMENT

FORM OF MODIFICATION OF TRUST DEED

[Complete the following Modification of Trust Deed Form as Needed and also Attach Legal Description(s) for the Trust Deed Property(ies) (and Attach Other Acknowledgment Forms Applicable to the State of the Trust Deed Property(ies) if Necessary) if a Modification of Trust Deed Must be Recorded to Provide Public Record of an Increase of the Maximum Principal Amount of the Loan or the Extension of the Maturity Date of the Note Secured by the Trust Deed]

When Recorded, Mail to:

First Security Bank, N.A.

P.O. Box 7610

Reed, NV 89570-7610

**MODIFICATION TO TRUST DEED
RELATING TO RESIDENTIAL CONSTRUCTION LOAN AGREEMENT
BETWEEN THE FOLLOWING BORROWER(S) (individually
and collectively "Borrower")**

SIERRA RIDGE PROPERTIES LLC, LIMITED LIABILITY CORPORATION

and FIRST SECURITY BANK, N.A., as Lender

File Name (if different from Borrower name): _____

Loan No: 901051740

First Security Bank, N.A. ("First Security") has extended credit pursuant to the Loan to the Borrower(s) identified above (individually and collectively "Borrower") under the terms of that certain Residential Construction Loan Agreement dated December 29 1998 relating to the Loan in the original Maximum Principal Amount outlined in such Residential Construction Loan Agreement (such Residential Construction Loan Agreement, along with all previous extensions or modifications of such Residential Construction Loan Agreement, being referred to herein as the "Existing Loan Agreement").

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Capitalized terms used herein shall have the meanings defined in the Existing Loan Agreement unless the context indicates otherwise. Under the Existing Loan Agreement, the Trust Deed referred to below was executed to secure the Loan and the other Obligations outlined in the Existing Loan Agreement. Pursuant to the terms of that certain Loan Modification Agreement of even date herewith between First Security and Borrower(s) (the Modification Agreement), First Security and Borrower(s) have agreed to certain modifications of the Loan. First Security and the undersigned Trustor/Grantor (with Trustor/Grantor also acting in its capacity as the Borrower if they are the same entity, otherwise, Trustor/Grantor acting in its capacity as the original Trustor/Grantor under the Trust Deed) desire to provide public record of certain of the modification terms reflected in the Modification Agreement.

1. INCORPORATION BY REFERENCE. The entire Trust Deed is hereby incorporated by reference as if fully set out herein and is modified as indicated below.

2. MODIFICATION OF TRUST DEED. The Deed of Trust (or Trust Deed), Assignment of Rents, Security Agreement and Fixture Filing which is dated 12-29-98, executed by Trustor/Grantor in favor of First Security as Beneficiary, and which lists STEWART TITLE OF DOUGLAS COUNTY as Trustee, and which was recorded on 12/31/98, with the County Recorder, State of NEVADA, as Document or Entry No. 457832 in Book 1298 at Page 7770-7779 of Official Records, (the Trust Deed), is hereby modified as follows: [check the applicable box(es)]:

a. Modification to Reflect Extension of the Maturity Date:

The Maturity Date of the Note and the Loan is extended to _____.

b. Modification of the Maximum Principal Amount of Loan:

The Maximum Principal Amount of the Note and the Loan has been increased pursuant to the Modification Agreement to \$ 482,000 (the New Maximum Principal Amount). Accordingly, the provisions of the Trust Deed stating that the obligations secured by the Trust Deed include payment of the indebtedness evidenced by a Promissory Note, dated 10-01-99, made by Borrower and payable to the order of First Security as Beneficiary, in the original principal sum of \$ 450,000, are hereby modified to provide that the Trust Deed now secures such Note as modified by the Modification Agreement, which Modification Agreement increased the principal sum of the Note secured by the Trust Deed to the New Maximum Principal Amount outlined above (such increased New Maximum Principal Amount thereby becoming the "Maximum Principal Amount" as defined in the Agreement), with interest as set forth in the Note, and any extensions, renewals or further modifications of the Note or of the Modification Agreement.

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3. LEGAL DESCRIPTION. The Trust Deed and this Modification to Trust Deed relate to the real property in DOUGLAS County, State of NEVADA, described in Exhibit "A" attached hereto and incorporated herein.

4. RATIFICATION OF TRUST DEED. The warranties, representations, covenants and agreements contained in the Trust Deed, as herein expressly modified, are hereby specifically affirmed and made, or reaffirmed and remade, as the case may be, by Trustor/Grantor as of the date hereof. The Trust Deed, as herein expressly modified, is hereby ratified, approved and confirmed in every respect. It is expressly agreed that the security provided by the Trust Deed, as modified hereby, shall have the benefit of the priority afforded by the prior recording of the Trust Deed, which is reconfirmed and continued hereby.

EFFECTIVE as of the 1ST day of OCTOBER, 1999.

FIRST SECURITY:

FIRST SECURITY BANK, N.A., as
Beneficiary

By: *Jeanne A. Heppner*
Its: *Assistant Vice President*

TRUSTOR/GRANTOR:

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3. LEGAL DESCRIPTION. The Trust Deed and this Modification to Trust Deed relate to the real property in DOUGLAS County, State of NEVADA, described in Exhibit "A" attached hereto and incorporated herein.

4. RATIFICATION OF TRUST DEED. The warranties, representations, covenants and agreements contained in the Trust Deed, as herein expressly modified, are hereby specifically affirmed and made, or reaffirmed and remade, as the case may be, by Trustor/Grantor as of the date hereof. The Trust Deed, as herein expressly modified, is hereby ratified, approved and confirmed in every respect. It is expressly agreed that the security provided by the Trust Deed, as modified hereby, shall have the benefit of the priority afforded by the prior recording of the Trust Deed, which is reconfirmed and continued hereby.

EFFECTIVE as of the 1ST day of OCTOBER, 1999.

FIRST SECURITY :

FIRST SECURITY BANK, N.A., as
Beneficiary

By: _____

Its: _____

TRUSTOR/GRANTOR :

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EXHIBIT "A" TO MODIFICATION TO TRUST DEED

The Trust Deed and the foregoing Modification to Trust Deed relate to the following described real property, located in DOUGLAS County, State of NEVADA:

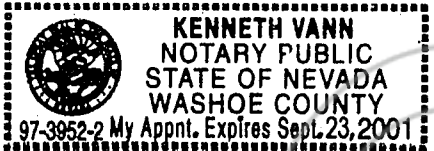
LOT 30, IN BLOCK 3 AS SET FORTH ON THAT CERTAIN PLANNED UNIT DEVELOPMENT 2014-1 OF JOB'S PEAK RANCH UNIT 1, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON JUNE 13, 1997 IN BOOK 697 AT PAGE 3042 AS DOCUMENT NO. 415114, OFFICIAL RECORDS.

COPY

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 7th day of October, 1999, personally appeared before me, a Notary Public in and for said County and State, JENNIE HEDMEL, known to me to be the person(s) described in and who executed the within and foregoing instrument, and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal at my office in said county of Washoe, the day and year in the Certificate first above written.



(seal)

Kenneth Vann
Notary Public

My commission expires: 9/23/01

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COLORADO

STATE OF ~~NEVADA~~)

) ss.

COUNTY OF ~~WASHOE/~~)

GUNNISON

On this 6th day of October, 1999, personally appeared before me, a Notary Public in and for said County and State, Alan Fleming, known to me to be the person(s) described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

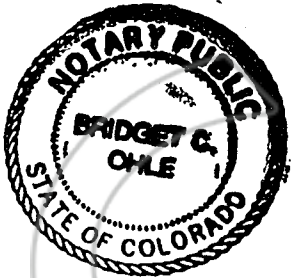
IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal at my office in said county of Washoe, the day and year in the Certificate first above written.



Notary Public

(seal)

My commission expires: 8-7-2003

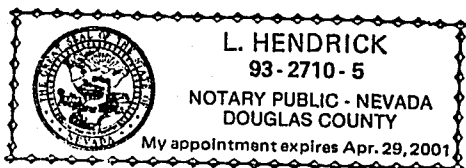


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STATE OF NEVADA)
 DOUGLAS) ss.
COUNTY OF WASHOE)

On this 4th day of October, 1999, personally appeared before me, a Notary Public in and for said County and State, Cole S. Smith, known to me to be the person(s) described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal at my office in said county of Washoe, the day and year in the Certificate first above written.



L. Hendrick
Notary Public

(seal)

My commission expires: 4-29-01

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

1999 OCT -8 PM 4: 42

LINDA SLATER
RECORDER

24.00 PAID to DEPUTY

0478414

BK1099PG1668