

Modification of Deed of Trust

THIS AGREEMENT made and entered into this 5th day of October, 1999, by and between PATRICK L. KELLY, as successor Trustee under Amendment of Dec. 12, 1962 Trust Agreement, further Amended Jan. 15, 1987, Aug. 29, 1991 and Jan* as Beneficiaries, and SUSAN SMITH LORIGAN, Trustee of the Susan Smith Lorigan 1997 Revocable Trustors,

* 16, 1992 and Amended in its entirety Dec. 5, 1992.

WITNESSETH

WHEREAS, trustor has heretofore executed and delivered for valuable consideration, a promissory note in the original amount of \$230,000.00, in favor of the Beneficiaries named herein, and dated July 31, 1998, and,

WHEREAS, said note is secured by a deed of trust in like amount and of even date therewith, which deed of trust recorded on August 4, 1998, in Book 898 at Page 654, under document number 446220,

NOW THEREFORE, in consideration of the mutual benefit of the parties hereto, said Note & Deed of Trust hereinabove referenced shall be modified as to the following particulars:

Trustor to make a principal payment of \$50,000.00 and term of note shall be extended to be all due and payable on the 8th day of August, 2000.

Interest rate to be increased to 8½%.

Principal and Interest payment of \$1,687.66 shall remain the same.

Personal Guaranty attached hereto shall extend to the Modification.

THIS AGREEMENT is a modification only, and not a novation; and, except as provided herein, all of the original terms and conditions set forth in deed of trust and note secured thereby, shall remain in full force and effect, and shall further be binding upon and inure to the heirs, successors and assigns forever of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Beneficiary

Trustor

Patrick L. Kelly, Successor Trustee

Susan Smith Lorigan, Trustee

STATE OF NEVADA
COUNTY OF DOUGLAS
On October 5, 1999, personally appeared before me, a Notary Public in and for said State SUSAN SMITH LORIGAN, who acknowledged to me that she executed the foregoing instrument!



Karen Pawloski
Notary Public

STATE OF _____
COUNTY OF _____
On _____, 19____, personally appeared before me, a Notary Public in and for said State, _____, who acknowledged to me that _____ executed the foregoing instrument.

Notary Public

0478689

BK1099PG2460

Modification of Deed of Trust

THIS AGREEMENT made and entered into this 5th day of October, 1999, by and between PATRICK L. KELLY, as successor Trustee under Amendment of Dec. 12, 1962 Trust Agreement, further Amended Jan. 15, 1987, Aug. 29, 1991 and Jan* as Beneficiaries, and SUSAN SMITH LORIGAN, Trustee of the Susan Smith Lorigan 1997 Revocable Trustors, Trust * 16, 1992 and Amended in its entirety Dec. 5, 1992.

WITNESSETH

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IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Beneficiary

Trustor

Patrick L. Kelly
Patrick L. Kelly, Successor
Trustee

Susan Smith Lorigan, Trustee

STATE OF NEW YORK
COUNTY OF

On October 6, 1999, personally appeared before me, a Notary Public in and for said State Patrick L. Kelly, Successor Trustee, who acknowledged to me that he executed the foregoing instrument.

Isaac Pitson
Notary Public
My Commission Expires:

ISAAC PITSON
Notary Public, State of New Jersey
No. 2076989
Qualified in Bergen County
Commission Expires March 19, 2001

STATE OF
COUNTY OF

On _____, 19____, personally appeared before me, a Notary Public in and for said State, _____, who acknowledged to me that _____ executed the foregoing instrument.

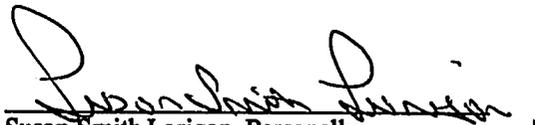
Notary Public

0478689

BK1099PG2461

THE PERSONAL GUARANTY ATTACHED HERETO SHALL EXTEND TO THE MODIFICATION OF DEED OF TRUST.

Date: 10/5/99


Susan Smith Lorigan, Personally

COPY

0478689

BK1099PG2462

PERSONAL GUARANTY

For good and valuable consideration, SUSAN SMITH LORIGAN, absolutely and unconditionally guarantees and promises to pay to PATRICK L. KELLY AS SUCCESSOR TRUSTEE UNDER AGREEMENT OF DEC. 12, 1962 TRUST AGREEMENT, FURTHER AMENDED JAN. 15, 1987, AUGUST 29, 1991, and JAN. 16, 1992 AND AMENDED IN ITS ENTIRETY DEC. 5, 1992 (Lender) or order, on demand, in legal tender of the United States of America, the indebtedness, not to exceed Two Hundred Thirty Thousand (\$230,000.00) Dollars plus interest and penalties, of SUSAN SMITH LORIGAN, Trustee of the SUSAN SMITH LORIGAN 1997 REVOCABLE TRUST to Lender for Promissory Note dated July 31, 1998.

In the event of default by the Maker of the Promissory Note to which this guarantee is attached then and in that event, Holder shall have all remedies as provided for, in law or in equity, to enforce its rights, including the right to proceed against Guarantor, without first having to resort to suing Maker or proceeding against, enforce or exhaust any other security set forth in the Promissory Note, or to pursue any other remedy in Holder's power. Guarantor waives all defenses arising by reason of any claim that Holder asserts which has made Guarantor's obligation more burdensome than the obligations of the Maker of the note, or that Holder was to proceed with some other remedy, other than the remedy chosen by Holder. Guarantor specifically waives the one-action rule under Nevada law.


SUSAN SMITH LORIGAN

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

1999 OCT 14 PM 3: 05

LINDA SLATER
RECORDER

\$10 PAID. *K2* DEPUTY

0478689

BK1099PG2463