

Assessor Parcel No(s): 1320-30-411-005

RECORDATION REQUESTED BY:

First Security Bank of Nevada
229 Kingsbury Grade
P.O. Box 5700
Stateline, NV 89449

WHEN RECORDED MAIL TO:

First Security Bank of Nevada
229 Kingsbury Grade
P.O. Box 5700
Stateline, NV 89449

SEND TAX NOTICES TO:

Stanley T. Baggett, Karen L. Baggett, John A. Schopf, Jr. and
Wendy A. Schopf
1700 County Road, Suite C
Minden, NV 89423

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

#78051 KK

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 5, 2000, BETWEEN Stanley T. Baggett, Karen L. Baggett, John A. Schopf, Jr. and Wendy A. Schopf, with title vested as follows: John A. Schopf, Jr. and Wendy A. Schopf, husband and wife as joint tenants as to an undivided one-half interest and Karen L. McLachlan-Baggett and Stanley T. Baggett wife and husband as joint tenants, as to an undivided one-half interest (referred to below as "Grantor"), whose address is 1700 County Road, Suite C, Minden, NV 89423; and First Security Bank of Nevada (referred to below as "Lender"), whose address is 229 Kingsbury Grade, P.O. Box 5700, Stateline, NV 89449.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated January 28, 1999 (the "Deed of Trust") recorded in Douglas County, State of Nevada as follows:

Recorded on February 1, 1999, in Book Number 0299, Page Number 0154, as Document Number 0460055, by the County Recorder of Douglas County, Nevada

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

See Exhibit "A" attached hereto and by this reference made a part hereof for the legal description

The Real Property or its address is commonly known as 1590 Highway 88, Minden, NV 89423. The Real Property tax identification number is 1320-30-411-005.

MODIFICATION. Grantor and Lender hereby modify the Deed of Trust as follows:

Page 1, Definition of Beneficiary is modified to read: "The word 'Beneficiary' means First Security Bank of Nevada, its successors and assigns. First Security Bank of Nevada also is referred to as 'Lender' in this Deed of Trust."

Page 1, Definition of Borrower is modified to read: "The word 'Borrower' means each and every person or entity signing the Note, including without limitation Stanley T. Baggett, Karen L. Baggett, John A. Schopf, Jr., and Wendy A. Schopf."

Page 1, Definition of Grantor is modified to read: "The word 'Grantor' means any and all persons and entities executing this Deed of Trust, including without limitation John A. Schopf, Jr. and Wendy A. Schopf, Karen L. McLachlan-Baggett and Stanley T. Baggett. Any Grantor who signs this Deed of Trust, but does not sign the Note, is signing this Deed of Trust only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law."

Page 1, Definition of Lender in modified to read: "The word 'Lender' means First Security Bank of Nevada, its successors and assigns."

Page 1, Definition of Note is modified to read: "The word 'Note' means the Note dated January 5, 2000, in the principal amount of \$262,993.97, from Grantor and any co-borrowers to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note."

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.

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X [Signature]
Stanley T. Baggett
X [Signature]
Wendy A. Schopf

X [Signature]
Karen L. Baggett

X [Signature]
John A. Schopf, Jr.

LENDER:

First Security Bank of Nevada

By: [Signature]
Authorized Officer Ursula K. Prebezac, Vice President

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada)
) SS
COUNTY OF Douglas)

This instrument was acknowledged before me on 1-11-00 by Stanley T. Baggett.



(Seal, if any)

[Signature]
(Signature of notarial officer)

Notary Public in and for State of Nevada

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada)
) SS
COUNTY OF Douglas)

This instrument was acknowledged before me on 1-11-00 by Karen L. Baggett.



(Seal, if any)

[Signature]
(Signature of notarial officer)

Notary Public in and for State of Nevada

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada)
) SS
COUNTY OF Douglas)

This instrument was acknowledged before me on 1-11-00 by John A. Schopf, Jr..



(Seal, if any)

Sarah Poppenga
(Signature of notarial officer)

Notary Public in and for State of Nevada

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada)
) SS
COUNTY OF Douglas)

This instrument was acknowledged before me on 1-11-00 by Wendy A. Schopf.



(Seal, if any)

Sarah Poppenga
(Signature of notarial officer)

Notary Public in and for State of Nevada

LENDER ACKNOWLEDGMENT

STATE OF Nevada)
) SS
COUNTY OF Douglas)

This instrument was acknowledged before me on 1-11-00 by Ursula K. Prebezac as designated agent of First Security Bank of Nevada.



(Seal, if any)

Sarah Poppenga
(Signature of notarial officer)

Notary Public in and for State of Nevada

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EXHIBIT "A"

Borrower: Stanley T. Baggett, Karen L. Baggett, John A. Schopf, Jr. and Wendy A. Schopf
1700 County Road, Suite C
Minden, NV 89423

Lender: First Security Bank of Nevada
229 Kingsbury Grade
P.O. Box 5700
Stateline, NV 89449

This EXHIBIT "A" is attached to and by this reference is made a part of each Deed of Trust or Mortgage, dated January 5, 2000, and executed in connection with a loan or other financial accommodations between First Security Bank of Nevada and Stanley T. Baggett, Karen L. Baggett, John A. Schopf, Jr. and Wendy A. Schopf.

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

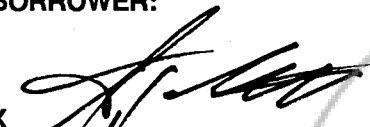
A parcel of land located within a portion of the Southwest 1/4 of Section 30 and the Northwest 1/4 of Section 31, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the Northeast corner of Parcel 4 as shown on the Final Map for Westwood Village No. 4, Phase A, recorded September 29, 1992 in the office of The County Recorder, Douglas County, Nevada in Book 992, at Page 5212, as Document No. 289477, the Point of Beginning; thence along the boundary of said Parcel 4 South 00°49'00" West, 391.00 feet; thence South 89°11'00" East, 359.56 feet to a 3/8 rebar (no tag) per said Final Map; thence South 00°47'38" West, 514.08 feet to a 2" iron pipe, R.L.S. 2280; thence North 58°01'34" West, 420.41 feet; thence North 00°49'00" East, 246.49 feet; thence North 89°11'00" West, 36.00 feet; thence North 00°49'00" East, 441.00 feet to a point on the Southerly right-of-way of Mahogany Drive; thence along said Southerly right-of-way South 89°11'00" East, 36.00 feet to the POINT OF BEGINNING

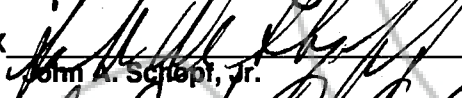
Reference is made to Record of Survey recorded on October 25, 1996, in Book 1096, Page 4725, as Document No. 399673


THIS EXHIBIT "A" IS EXECUTED ON JANUARY 5, 2000.

BORROWER:

X 
Stanley T. Baggett

X 
Karen L. Baggett

X 
John A. Schopf, Jr.

X 
Wendy A. Schopf

LENDER:

First Security Bank of Nevada

By 
Authorized Officer

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COPY

REQUESTED BY
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 JAN 14 PM 12:40

LINDA SLATER
RECORDER

sl PAID *kd* DEPUTY

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