

WHEN RECORDED MAIL TO:

RUSSELL T. GILBERT  
P.O. Box 2021  
Carson City, Nevada 89702  
ESCROW 000100032

APN# 1220-21-101-006

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**ASSUMPTION AND MODIFICATION OF AND DEED OF TRUST**

THIS ASSUMPTION AND MODIFICATION OF DEED OF TRUST is made and entered into this 13th day of MARCH, 2000, by and between RUSSELL T. GILBERT, an unmarried man, hereinafter referred to as "Beneficiary", BUEHLER CENTER, LLC, a Nevada Limited Liability Company, hereinafter referred to as "Trustor", and STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, hereinafter referred to as "Trustee",

**1. ASSUMPTION:**

The Trustor, having this day acquired title to that certain real property commonly known as 1284 Kimmerling Road, Gardnerville, Nevada, 89410, situate in the County of Douglas, State of Nevada, and more particularly described as follows:

Being a portion of the Northwest 1/4 of Section 21, Township 12 North, Range 20 East, further described as follows:

Parcel 3-C, as set forth on Parcel Map for GARY and JANET PIERCE, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on March 3, 1992, in Book 392, Page 189, as Document No. 272384.

The Trustor hereby agrees as part of the consideration of said real property that it will make each and every installment payment becoming due pursuant to the terms of the Promissory Note dated March 23rd, 1999, as modified by that certain Modified Promissory Note dated of even date herewith, 2000, secured by that certain Deed of Trust recorded March 30, 1999, in Book 399, Pages 7055-7057, as Document No. 464549, Official Records of Douglas County, State of Nevada, executed by GARY DEAN PIERCE TRUSTEE AND JANET HENDERSON PIERCE TRUSTEE, TRUSTEES OF THE PIERCE REVOCABLE LIVING TRUST DATED AUGUST 7, 1989, as Trustors, WESTERN TITLE COMPANY, INC., a Nevada corporation, Trustee, to secure an indebtedness in the original amount of \$103,000.00 in favor of RUSSELL T. GILBERT, an unmarried man, dated March 23, 1999, and any amounts payable under the terms thereof, on which obligation there is presently a balance of \$96,917.72, which obligation is assumed by the Trustor hereunder, as modified by this agreement and said Modified Promissory Note.

The Trustor agrees that it will in all respects comply with each and every covenant and obligation contained in said Deed of Trust and Promissory Note, as modified by this agreement and said Modified Promissory Note, including, but not limited to, the provision in the Deed of Trust which provides a due on sale clause, amended and restated as follows: In the event the herein described real property, or any part thereof, or any interest therein, legal or equitable, is sold, conveyed or alienated by Trustor, or by operation of law, or otherwise, all obligations secured by instrument, irrespective of the maturity dates expressed therein, at the option of the Beneficiary thereof, and without demand or notice, shall immediately become due and payable.

## 2. MODIFICATION:

The Trustor hereby agrees as part of the consideration of said real property and the receipt of the advance of additional funds from the Beneficiary in the amount of \$56,082.28, that the existing Promissory Note described above in the original amount of \$103,000.00 with an existing balance of \$96,917.72, and the Deed of Trust securing said Promissory Note are hereby modified pursuant to the terms of that certain Modified Promissory Note of even date herewith, wherein the total indebtedness as of this date is ONE HUNDRED FIFTY-THREE THOUSAND AND NO/100 DOLLARS (\$153,000.00), payable pursuant to the terms of said Modified Promissory Note.

The Trustor hereby consents that it will make each and every installment payment becoming due pursuant to the terms of said Modified Promissory Note secured by the Deed of Trust, as modified by this Agreement.

In all other respects the Deed of Trust and Promissory Note secured thereby shall remain unaffected, unchanged and unimpaired by reason of the foregoing amendment.

Trustor, owner of the property covered by the Deed of Trust and current obligor of the Promissory Note secured thereby, as amended, hereby accepts the foregoing amendment and, in consideration thereof, agrees to pay the indebtedness evidenced by the Note and secured by the Deed of Trust according to the terms thereof, as amended.

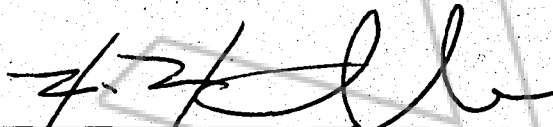
Trustee joins in the execution hereof for the sole purpose of evidencing its consent as Trustee under said Deed of Trust to the foregoing amendment.

IN WITNESS WHEREOF, the parties have executed this Modification of Deed of Trust on the day and year first above written.

DATED: This 13th day of MARCH, 2000.


TRUSTOR:

BUEHLER CENTER, LLC, a Nevada  
Limited Liability Company:


By:   
BARRY R. BUEHLER  
Its Authorized Agent

TRUSTEE:

STEWART TITLE OF DOUGLAS COUNTY  
A Nevada Corporation:

By:   
Brent Holderman  
Its Authorized Agent

BENEFICIARY:

  
RUSSELL T. GILBERT

STATE OF NEVADA )  
 : SS.  
COUNTY OF DOUGLAS )

On this 13th day of MARCH, 2000, personally appeared before me, a notary public, BARRY R. BUEHLER, as authorized agent for BUEHLER CENTER, LLC, a Nevada Limited Liability Company, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Suzanne Cheechov  
NOTARY PUBLIC



STATE OF NEVADA )  
 : SS.  
COUNTY OF )

On this 13th day of March, 2000, personally appeared before me, a notary public, BRENT HOLLERMAN, as authorized agent for STEWART TITLE OF DOUGLAS COUNTY personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he/she executed the instrument.

Suzanne Cheechov  
NOTARY PUBLIC



STATE OF NEVADA )  
 : SS.  
COUNTY OF DOUGLAS )

On this 13th day of MARCH, 2000, personally appeared before me, a notary public, RUSSELL T. GILBERT, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Suzanne Cheechov  
NOTARY PUBLIC



REQUESTED BY  
**STEWART TITLE of DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2000 MAR 14 AM 11:04

LINDA SLATER  
RECORDER

\$13<sup>00</sup> PAID KO DEPUTY