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RECORDED
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3000 700 -0 6N 3: 23

Assessor Parcel No(s): 05-360-12

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RECORDATION REQUESTED BY:

First Security Bank of Nevada
4425 Spring Mountain Road (89102)
P.O. Box 19250
Las Vegas, NV 89132

WHEN RECORDED MAIL TO:

First Security Bank of Nevada
4425 Spring Mountain Road (89102)
P.O. Box 19250
Las Vegas, NV 89132

SEND TAX NOTICES TO:

Ross H. Barnett
P.O. Box 11634
Zephyr Cove, NV 89448

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESS OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.
FIRST AMERICAN TITLE COMPANY OF NEVADA

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 25, 2000, BETWEEN Ross H. Barnett, an unmarried man (referred to below as "Grantor"), whose address is P.O. Box 11634, Zephyr Cove, NV 89448; and First Security Bank of Nevada (referred to below as "Lender"), whose address is 4425 Spring Mountain Road (89102), P.O. Box 19250, Las Vegas, NV 89132.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated April 5, 1991 (the "Deed of Trust") recorded in Douglas County, State of Nevada as follows:

Recorded April 9, 1991, in Book 491, at Page 965, as Document Number 248066, by the County Recorder of Douglas County, NV

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

Parcel I

Lot 12, as shown on the Official Map of Villager Townhouses filed for record in the office of the County Recorder of Douglas County, Nevada on August 29, 1977, as Document No. 12403.

Parcel II

An undivided 1/15th interest in Lot A as shown on the Official Map of Villager Townhouses, filed for record in the office of the County Recorder of Douglas County, Nevada, on August 29, 1977, as Document No. 12403

The Real Property or its address is commonly known as **4529 McFaul Way, #12, Zephyr Cove, NV 89448.** The Real Property tax identification number is 05-360-12.

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 Credit Agreement is modified to read: "The words 'Credit Agreement' mean the Promissory Note dated April 25, 2000, in the principal amount of \$10,318.25, between Grantor and Lender together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. NOTICE TO GRANTOR: THIS AGREEMENT NO LONGER CONTAINS A VARIABLE INTEREST RATE."

Page 1, Definition of Indebtedness is modified to read: "The word 'Indebtedness' means all principal and interest payable under the Promissory Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust and Modification of Deed of Trust, together with interest on such amounts as provided in this Deed of Trust and Modification of Deed of Trust. In addition to the Promissory Note, the word 'Indebtedness' includes all obligations, debts and liabilities, plus interest thereon, of Grantor or any one or more of them, whether arising now or later, whether related or unrelated to the purpose of the Promissory Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable."

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

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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