

Assessor Parcel No(s): 05-312-06

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:

Gordon R. Lane and Carol L. Lane
P.O. Box 10334
Zephyr Cove, NV 89448

BK060015380

01238#0

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 7, 2000, BETWEEN Gordon R. Lane and Carol L. Lane, husband and wife as joint tenants (referred to below as "Grantor"), whose address is P.O. Box 10334, Zephyr Cove, NV 89448; 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 June 8, 1999 (the "Deed of Trust") recorded in Douglas County, State of Nevada as follows:

Recorded on June 8, 1999, in Book Number 0699, Pages 1744-1749, as Document Number 0469878, 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:

All of Lot 6 and a portion of Lot 7, in Block A as shown on the map of Round Hill Village, Unit No. 2, described as follows:

Commencing at the end of the centerline of McFaul Court as shown on the map of Round Hill Village Unit No. being a cul de sac having a radius of 45 feet; thence South 77°47'11" West a distance of 45.00 feet to the front corner common to Lots 6 and 7, in Block A as shown on said Map, the POINT OF BEGINNING; thence from the POINT OF BEGINNING South 61°31'03" West a distance of 171.36 feet to a point in the Westerly line of said Lot 7; thence North 2°19'13" East a distance of 90.89 feet to an angle point in the Westerly line of said Lot 6 thence 10°29'49" East along the Westerly line a distance of 126.79 feet to the most Northerly corner of said Lot 6; thence South 53°29'20" East radial to the center of McFaul Court cul de sac along the line common to Lots 5 and 6, in Block A, as shown on said Map, a distance of 163.81 feet to a point in the right of way of McFaul Court cul de sac; thence along a curve to the left having a radius of 45 feet, through a central angle of 48°43'29" an arc distance of 38.27 feet, to the POINT OF BEGINNING.

The Real Property or its address is commonly known as **250 McFaul Court, Zephyr Cove, NV 89448.** The Real Property tax identification number is 05-312-06.

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 Indebtedness is modified to read: "The word 'Indebtedness' means all principal and interest payable under the 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."

Page 1, Definition of Lender is 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 June 7, 2000, in the principal amount of \$70,000.00 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. NOTICE TO GRANTOR: THIS NOTE CONTAINS A VARIABLE INTEREST RATE."

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 endorers 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 *Gordon R. Lane*
Gordon R. Lane

X *Carol L. Lane*
Carol L. Lane

LENDER:

First Security Bank of Nevada

By: *Ursula Prebezac*
Authorized Officer

Ursula Prebezac
Vice President/Business Banking
Relationship Manager

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 6-8-00 by Gordon R. Lane and Carol L. Lane



(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 June 8, 2000 by Ursula 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

REQUESTED BY
1st Security Bank
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 JUN 12 AM 11:16

LINDA SLATER
RECORDER

\$ 8.00 PAID K2 DEPUTY

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