

Assessor Parcel No(s): 1220-03-310-002

**RECORDATION REQUESTED BY:**

First Security Bank of Nevada  
901 North Stewart  
Carson City, NV 89701-4082

**WHEN RECORDED MAIL TO:**

First Security Bank of Nevada  
901 North Stewart  
Carson City, NV 89701-4082

**SEND TAX NOTICES TO:**

Wass Family Corporation  
P.O. Box 2399  
Gardnerville, NV 89410

BK0100681110

0702208

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 5, 2000, BETWEEN Wass Family Corporation (referred to below as "Grantor"), whose address is P.O. Box 2399, Gardnerville, NV 89410; and First Security Bank of Nevada (referred to below as "Lender"), whose address is 901 North Stewart, Carson City, NV 89701-4082.

**DEED OF TRUST.** Grantor and Lender have entered into a Deed of Trust dated February 22, 1994 (the "Deed of Trust") recorded in Douglas County, State of Nevada as follows:

Recorded February 24, 1994, in Book Number 0294, Page 4392, as Document Number 330886, 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 that certain portion of the Southwest 1/4 Section 3, Township 12 North, Range 20 East, M.D.B. & M, described as follows:

Parcel 2 of Amended Parcel Map for WASS, et al, recorded April 26, 1990, in Book 490, at Page 3454, as Document No. 224646, Official Records of Douglas County, State of Nevada.

The Real Property or its address is commonly known as **1287 Highway 395, Gardnerville, NV 89410.** The Real Property tax identification number is 1220-03-310-002.

**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. Specifically, without limitation, this Deed of Trust and Modification of Deed of Trust secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including interest on such balance at a fixed or variable rate or sum as provided in the Note, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Note. It is the intention of Grantor and Lender that this Deed of Trust and Modification of Deed of Trust secure the balance outstanding under the Note from time to time from zero up to the Credit Limit as provided above and any intermediate balance."

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 July 5, 2000, in the principal amount of \$95,000.00, from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. **NOTICE TO GRANTOR: THE 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:

Wass Family Corporation

By: Chesley E. Wass  
Chesley E. Wass, President

By: Terry Lynn Martinez  
Terry Lynn Martinez, Secretary

LENDER:

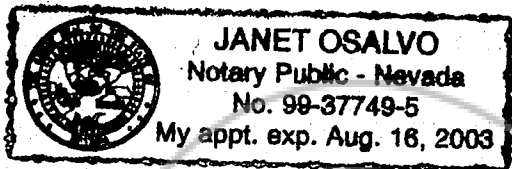
First Security Bank of Nevada

By: Sue Siple  
Authorized Officer SUE SIPLE

CORPORATE ACKNOWLEDGMENT

STATE OF Nevada )  
 ) SS  
COUNTY OF Douglas )

This instrument was acknowledged before me on July 7, 2000 by Chesley E. Wass, President; and Terry Lynn Martinez, Secretary as designated agents of Wass Family Corporation.



(Seal, if any)

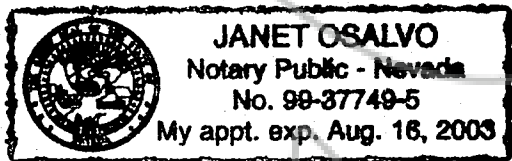
Janet Osalvo  
(Signature of notarial officer)

Notary Public in and for State of Nevada

LENDER ACKNOWLEDGMENT

STATE OF Nevada )  
 ) SS  
COUNTY OF Douglas )

This instrument was acknowledged before me on July 7, 2000 by Sue Siple as designated agent of First Security Bank of Nevada.



(Seal, if any)

Janet Osalvo  
(Signature of notarial officer)

Notary Public in and for State of Nevada

RETURN TO SUE SIPLE  
GARDNERVILLE BRANCH

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COPY

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

2000 JUL 10 PM 2:27

LINDA SLATER  
RECORDER

\$ 9<sup>00</sup> PAID LJ DEPUTY

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