

Assessor Parcel No(s): 07-180-310

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:

Michael Horvath
P.O. Box 2370
Stateline, NV 89449-2370

2000-33482-LPZ

BK1000625281
0201212

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 25, 2000, BETWEEN Michael Horvath, a Single Man (referred to below as "Grantor"), whose address is P.O. Box 2370, Stateline, NV 89449-2370; 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 August 22, 1997 (the "Deed of Trust") recorded in Douglas County, State of Nevada as follows:

Recorded on August 27, 1997, as Document Number 0420330, Book 0897, Page 5010-5015 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 Made a Part Hereof.

The Real Property or its address is commonly known as **110 Daggett Way, Stateline, NV 89449.**

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 and Modification of Deed of Trust."

Page 1, Definition of Credit Agreement is modified to read: "The words 'Credit Agreement' means the Promissory Note dated August 25, 2000, with a note amount of \$14,929.63, between Borrower and Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for Credit Agreement. Notice to Grantor: The Credit 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 Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Trustor or expenses incurred by Trustee or Lender to enforce obligations of Trustor 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."

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 Michael Horvath
Michael Horvath

LENDER:

First Security Bank of Nevada
By: Patricia Koinm
Authorized Officer PATRICIA KOINM

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada)
) ss
COUNTY OF Douglas)

This instrument was acknowledged before me on 9/29/00 by Michael Horvath.



Hannah R Perotti
(Signature of notarial officer)

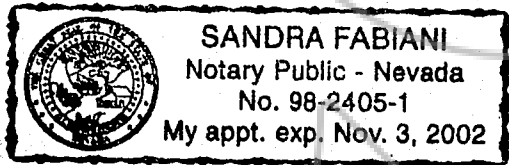
Notary Public in and for State of Nevada

(Seal, if any)

LENDER ACKNOWLEDGMENT

STATE OF Nevada)
) ss
COUNTY OF Clark)

This instrument was acknowledged before me on 10/11/00 by Patricia Koinm as designated agent of First Security Bank of Nevada.



Sandra Fabiani
(Signature of notarial officer)

Notary Public in and for State of Nevada

(Seal, if any)

EXHIBIT "A"

The Northeast quarter of the Northwest quarter of Section 26, Township 13 North, Range 18 East, M.D.B. & M., being a portion of Lot No. 3, of the John Palady Resurvey No. 1 Map, described as follows:

PARCEL ONE:

BEGINNING at a point which bears South 17°26' West, 1101.44 feet from the quarter corner between Sections 23 and 26 in said Township and Range; thence North 0°08' West, 135.0 feet to the Southerly boundary of the parcel conveyed to William F. O'Malis by Deed recorded in Book 31 of Official Records at Page 746; thence along said Southerly boundary, North 89°42' West, 163.80 feet; thence South 0°08' West, 135.0 feet; thence South 89°42' East, 163.80 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following:

BEGINNING at the quarter corner between Sections 23 and 26, Township 13 North, Range 18 East, M.D.B. & M.; thence Westerly along the Section line 327.60 feet; thence South 0°08' West, 1052.60 feet to the TRUE POINT OF BEGINNING; thence North 89°42' West, 163.80; thence North 0°08' East 88.64 feet; thence South 89°42' East, 163.80 feet; thence South 0°08' West, 88.64 feet to the POINT OF BEGINNING.

PARCEL TWO:

BEGINNING at the quarter corner between Sections 23 and 26, Township 13 North, Range 18 East, M.D.B. & M.; thence Westerly along the Section line 327.60 feet; thence South 0°08' West, 1052.60 feet to the TRUE POINT OF BEGINNING; thence North 89°42' West, 163.80 feet; thence North 0°08' East 88.64 feet; thence South 89°42' East, 163.80 feet; thence South 0°08' West, 88.64 feet to the POINT OF BEGINNING.

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 OCT 17 AM 10:44

LINDA SLATER
RECORDER

\$9.00 PAID *AS* DEPUTY

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