

APN: 07-331-03

WHEN RECORDED, MAIL TO:

First Hawaiian Bank
Mortgage Service Dept.
P. O. Box 1959
Honolulu, HI 96805

**NOVATION AND AMENDMENT
TO NOTE AND DEED OF TRUST**

THIS NOVATION AND AMENDMENT TO NOTE AND DEED OF TRUST is made this 5th day of October, 2000, by and between PIERO SEBASTIANI, an unmarried man, as substituted maker ("Maker") and BANK OF THE WEST ("Payee").

RECITALS:

A. Piero Sebastiani and Gloria Sebastiani, as husband and wife ("Original Makers"), executed and delivered their promissory note to Payee dated August 28, 1997, in the original principal amount of \$150,000.00, currently bearing interest at the annual rate of seven and one-quarter percent (7.25%) with interest and principal payments due monthly and all due and payable in full on or before October 1, 2012 (the "Note").

B. The Note is secured by a Deed of Trust dated August 28, 1997, and recorded September 12, 1997, in Book 997, Page 2348, as Document No. 421515 of Official Records of Douglas County, Nevada (the "Deed of Trust").

C. The Original Makers were divorced as of May 23, 2000, in Douglas County, Nevada.

D. Payee has agreed to release and discharge Gloria Sebastiani under her obligations pursuant to the Note and Deed of Trust and retain as the sole Maker of the Note Piero Sebastiani individually.

E. There is presently due on account of The Note the principal sum of \$ 130,737.14, with interest thereon paid through SEPTEMBER, 2000.

F. Maker and Payee desire to amend the terms of The Note and Deed of Trust as set forth below.

NOW, THEREFORE, for a valuable consideration, Maker and Payee agree as follows:

1. Gloria Sebastiani is hereby released and discharged from all further obligations as an obligor pursuant to the Note and as a trustor of the Deed of Trust. Maker, as the primary obligor

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thereunder, hereby agrees to pay the Note in accordance with its terms as the sole obligor thereunder and perform all the obligations set forth in the Deed of Trust.

2. The Note remains secured by the Deed of Trust.

3. The Note shall bear interest at the rate of seven and one-quarter percent (7.25%) from the original date of the Note until paid. The maturity date of the Note is October 1, 2012.

4. Except as hereby amended, the Note and Deed of Trust remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Novation and Amendment to Note and Deed of Trust as of the date and year first above written.

MAKER:


PIERO SEBASTIANI

PAYEE:

BANK OF THE WEST, BY FIRST HAWAIIAN BANK,
ITS ATTORNEY IN FACT

By: 

DENNIS P. UPTON

Its: REAL ESTATE LOAN SERVICING OFFICER

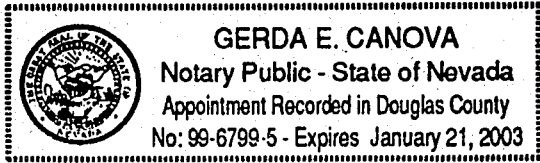
ORIGINAL MAKER:


GLORIA SEBASTIANI

SEAL

STATE OF NEVADA)
):ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 10-5, 2000, by Piero Sebastiani.



Gerda E. Canova
Notary Public
My Commission Expires: Jan. 21, 2003

STATE OF HAWAII)
):ss
COUNTY OF HONOLULU)

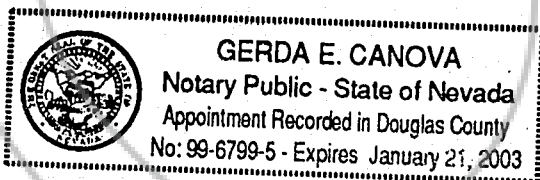
This instrument was acknowledged before me on Sept. 22, 2000, by DENNIS P. UPTON as REAL ESTATE LOAN SERVICING OFFICER of Bank of the West.

SEAL

Edie K. Hayashi
Notary Public Edie K. Hayashi
My Commission Expires: 1/30/2003

STATE OF NEVADA)
):ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on Oct. 5, 2000, by Gloria Sebastiani.



Gerda E. Canova
Notary Public
My Commission Expires: Jan. 21, 2003

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

2000 OCT 23 PM 12:06

LINDA SLATER
RECORDER

\$ 9.00 PAID K2 DEPUTY

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