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Assessor Parcel No(s): 040-270-15

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:

Evie M. Viera and Judy Davidson  
4740 Matterhorn Way  
Antioch, CA 94509

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 10, 2000, BETWEEN Evie M. Viera and Judy Davidson, WITH TITLE VESTED AS FOLLOWS: EVIE VIERA, a married woman as her sole and separate property and JUDY DAVIDSON, an unmarried woman, as tenants in common (referred to below as "Grantor"), whose address is 4740 Matterhorn Way, Antioch, CA 94509; 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 October 26, 1995 (the "Deed of Trust") recorded in Douglas County, State of Nevada as follows:

Recorded November 1, 1995, as Document 373988 in Book 1195, Page 0123-0128, in the Office of the Recorder, 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:

Unit 15, as set forth in the Condominium Map of Lot 117, Tahoe Village Unit No. 1, filed for record March 20, 1981, as Document No. 54593 Official Records of Douglas County, State of Nevada.

The Real Property or its address is commonly known as 416 Quaking Aspen Lane, Unit 15, 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 the Deed of Trust and Modification of Deed of Trust."

Page 1, Definition of Note is modified to read: "The word 'Note' means the Note dated November 10, 2000, with a principal amount of \$65,521.86, between Borrower to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. NOTICE TO GRANTOR: THE NOTE HAS A VARIABLE INTEREST RATE."

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 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 the 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 Evie M. Viera  
Evie M. Viera

X Judy Davidson  
Judy Davidson

LENDER:

First Security Bank of Nevada

By: Ed Curran, Commercial Loan Officer  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEVADA )

) ss

COUNTY OF DOUGLAS )

This instrument was acknowledged before me on 11-15-00 by Evie M. Viera and Judy Davidson.



(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 November 15, 2000 by Ed Curran 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 NOV 27 AM 11:17

LINDA SLATER  
RECORDER

\$ 8.00 PAID KJ DEPUTY

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