

Assessor Parcel No(s): 05-350-02

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:

Falcon Capital, LLC
3905 State Street, Suite 7148
Santa Barbara, CA 93105

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESS, OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



FMODDT

**First
Security
Bank**

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 5, 2000, BETWEEN Falcon Capital, LLC, a Wyoming limited liability company (referred to below as "Grantor"), whose address is 3905 State Street, Suite 7148, Santa Barbara, CA 93105; 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 December 2, 1996 (the "Deed of Trust") recorded in Douglas County, State of Nevada as follows:

The original Deed of Trust dated December 2, 1996, recorded December 3, 1996 in book 1296, at Page 0424-0429, as Document No. 402205, now secures a Promissory Note in the amount of \$368,250.08 dated December 5, 2000. Said Note is a renewal of the original Promissory Note dated December 2, 1996.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property (the "Real Property") recorded in Douglas County, State of Nevada:

Being a portion of the Southeast quarter of Section 15, Township 13 North, Range 18 East, M.D.B & M., more particularly described as follows:

Commencing at the center line intersections of U.S. Highway 50 and Elks Point Road; thence North 42 degrees 24'00" East along the center line of Elks Point Road 40.00 feet to a point on the Northeasterly right of way line of U.S. Highway 50; thence South 47 degrees 36'00" East along said right of way line 55.00 feet to the true point of beginning; thence continuing South 47 degrees 36'00" East along said right of way line 135.00 feet to a point from which the record tie to the Southwest corner of the Southeast quarter of Section 15 is as follows:

South 47 degrees 36'00" East 421.59 feet along the Northeasterly right of way line of U.S. Highway 50 to the point of intersection of said right of way line and the South line of Section 15, Township 13 North, Range 18 East, M.D.B & M., thence West along said section line 1133.79 feet to the South quarter corner of said Section 15.

Thence leaving said point on said Northeasterly right of way line, North 42 degrees 24'00" East 140.00 feet; thence North 47 degrees 36'00" West 160.00 feet to a point on the Southeasterly right of way line of Elks Point Road; thence South 42 degrees 24'00" West along said right of way line 115.00 feet to the beginning of a curve to the left; thence Southerly along the arc of said curve having a radius of 25.00 feet through a central angle of 90 degrees 00'00" an arc distance of 39.27 feet to the true point of beginning.

The Real Property or its address is commonly known as 187 U.S. Highway 50, Zephyr Cove, NV 89448. The Real Property tax identification number is 05-350-02.

MODIFICATION. Grantor and Lender hereby modify the Deed of Trust as follows:

Beneficiary. The word "Beneficiary" means Nevada Banking Company, its successors and assigns. Nevada Banking Company also is referred to as "Lender" in this Deed of Trust.

Indebtedness. 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, together with interest on such amounts as provided in this Deed of Trust.

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Lender. The word "Lender" means Nevada Banking Company, its successors and assigns.

Note. The word "Note" means the Note dated December 2, 1996, in the principal amount of \$400,000.00 from Grantor to Lender, together with all renewals, extensions, modifications, refinancing, 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 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Falcon Capital, LLC

By: [Signature]
Glenn M. Hartman, Member

LENDER:

First Security Bank of Nevada

By: [Signature]
Authorized Officer
URSULA K. PREBEZAC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nevada)
) SS
COUNTY OF Douglas)

This instrument was acknowledged before me on December 22, 2000 by Glenn M. Hartman, Member of Falcon Capital, LLC as designated agent of Falcon Capital, LLC.



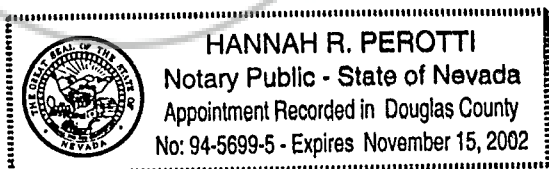
[Signature]
(Signature of notarial officer)
Notary Public in and for State of Nevada

(Seal, if any)

LENDER ACKNOWLEDGMENT

STATE OF Nevada)
) SS
COUNTY OF Douglas)

This instrument was acknowledged before me on 12/26/00 by Ursula K. Prebezac as designated agent of First Security Bank of Nevada.



[Signature]
(Signature of notarial officer)
Notary Public in and for State of Nevada

(Seal, if any)

COPY

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 DEC 27 PM 3: 30

LINDA SLATER
RECORDER

\$ 9⁰⁰ PAID KJ DEPUTY

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