

APN: 1320-33-402-061

When Recorded Mail to:  
Mark W. Knobel, Esq.  
165 W. Liberty, Ste 210  
Reno, NV 89501

261

APNs ~~1320-33-402-016;~~  
~~1320-33-402-017;~~  
1320-33-402-018;  
~~1320-33-402-019;~~  
~~1320-33-402-020;~~  
and ~~1320-33-402-021~~

SECOND AMENDED DEED OF TRUST

This Second Amended Deed of Trust is made with reference to that Deed of Trust dated September 16, 1999 and made among NEVADA JOHNSON VENTURES, INC., a Nevada corporation, as Trustor, CHICAGO TITLE COMPANY, as Trustee, and DURWARD HUCKABAY and SUSAN HUCKABAY, Trustees of the Huckabay 1997 Trust dated November 6, 1987, as amended as Beneficiary, which was recorded in the Official Records of the Douglas County on September 17, 1999 as Document No. 476754, in Book 0999, at Page 3261;

WHEREAS, said original Deed of Trust was amended by an Amended Deed of Trust which was recorded in the Official Records of the Douglas County on August 18, 2000 as Document No. 497988;

WHEREAS; the real property subject to the Deed of Trust as amended as detailed in Exhibit "A" attached hereto and incorporated herein;

NOW, THEREFORE, said Deed of Trust, as amended, is hereby amended as follows:

1. The following is added to Article II as Paragraph 11:

"11) If any Deed of Trust, mortgage or lien, including, without limitation, the First Deed of Trust as defined below, creates a prior or senior lien or encumbrance on this Property then Grantor agrees to (i) timely make all payments when due, (ii) strictly comply with all terms covenants and conditions of said Deed of Trust, mortgage or lien, (iii) promptly notify beneficiaries of any Notices received by Trustee and (iv) not to permit any modification or extension nor to request any future advance under any Promissory Note or other obligation secured by said Deed of Trust, mortgage or lien, without the Trustee's advance written consent which may be withheld for any reason."

2. The following is added to Article IV as (c):

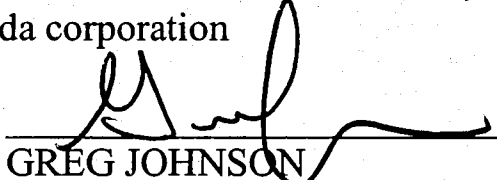
"(c) Any default under any of the terms or covenants of the Deed of Trust among Northern Nevada Bank as lender, Nevada Johnson Ventures Inc. as Grantor and Marquis Title and Escrow Inc. as Trustee, securing a Note in principal amount of One Million Four Hundred Seventy Thousand and No/100 Dollars (\$1,470,000.00) (First Deed of Trust)."

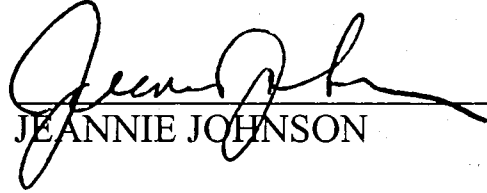
3. Article V is amended as follows:

"This Deed of Trust shall be junior only to the First Deed of Trust securing the sum of \$1,470,000 and in all other respects this Deed of Trust shall be in senior position."

The Trustor and Beneficiary have executed this Second Amended Deed of Trust effective on the date and year first above written.

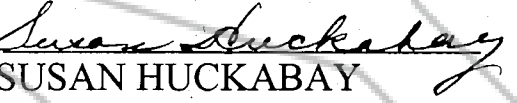
NEVADA JOHNSON VENTURES, INC.  
a Nevada corporation

By:   
GREG JOHNSON  
Its: President

By:   
JEANNIE JOHNSON  
Its: Secretary

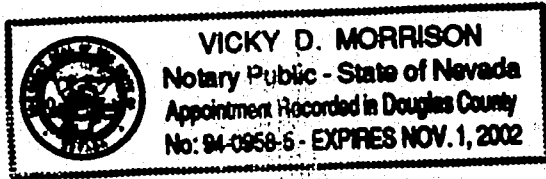
HUCKABAY TRUST

By:   
DURWARD HUCKABAY  
Its: Trustee

By:   
SUSAN HUCKABAY  
Its: Trustee

STATE OF NEVADA )  
COUNTY OF *Douglas* :SS  
~~WASHOE~~ )

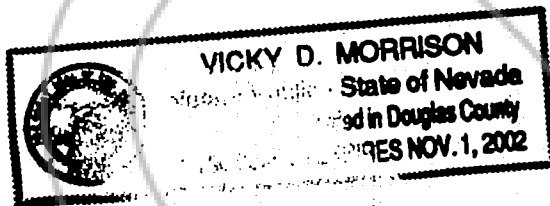
This instrument was acknowledged before me on March 7, 2002, by Greg Johnson, as President of Nevada Johnson Ventures, Inc.



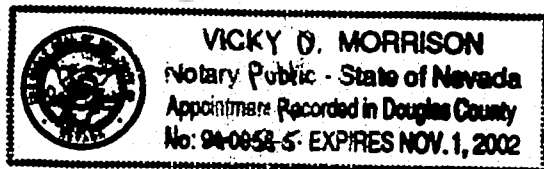
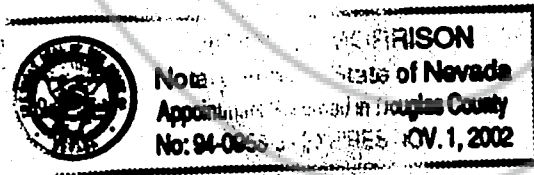
*Vicky D. Morrison*  
Notary Public

STATE OF NEVADA )  
COUNTY OF *Douglas* :SS  
~~WASHOE~~ )

This instrument was acknowledged before me on March 7, 2002, by Jeannie Johnson, as Secretary of Nevada Johnson Ventures, Inc.



*Vicky D. Morrison*  
Notary Public





## EXHIBIT "A"

The land referred to in this report is situate in Douglas County, State of Nevada, and is described as follows:

Description of that certain lot, piece or parcel of land being a portion of Section 33, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada and being more particularly described as follows:

COMMENCING at the record location of the dettling town monument per the map for AUGUSTINE BORDA in Gardnerville, dated February 21, 1949, Douglas County Records;

thence North 41°46'34" West, 636.76 feet to the intersection of the Northerly right-of-way line of U.S. Highway 395 (Main Street) and the Westerly right-of-way line of Eddy Street, said point being the TRUE POINT OF BEGINNING;

thence along the Northerly right-of-way line of U.S. Highway 395, North 44°54'00" West, 115.51 feet;

thence leaving said right-of-way line North 46°19'20" East, 87.00 feet;

thence North 43°40'40" West, 1.46 feet;

thence North 45°39'10" East, 187.50 feet to a point on the Southerly right-of-way line of Courthouse Alley;

thence along said Southerly right-of-way line of Courthouse Alley, South 45°17'30" East, 118.20 feet to the intersection of the Southerly right-of-way line of Courthouse Alley and the Westerly right-of-way line of Eddy Street;

thence along the Westerly right-of-way line of Eddy Street, South 46°07'01" West, 275.35 feet to the TRUE POINT OF BEGINNING.

**BASIS OF BEARING:** The Basis of Bearing is the South line of Parcels 1 and 2, as shown on the map for MRS. AUGUSTINE BORDA dated February 21, 1949, Douglas County Records (North 44°59'00").

Said parcel being further delineated on Record of Survey for Nevada Johnson Ventures Inc. recorded September 8, 1999, in Book 999, Page 1097, Document No. 476063, Official Records of Douglas County, Nevada.

"Per NRS 111.312, this legal description was recorded on September 17, 1999, in Book 999, Page 3261, Document No. 476754, Official Records of Douglas County, Nevada."

Assessor's Parcel No. 1320-33-402-061

REQUESTED BY  
**MARQUIS TITLE & ESCROW**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 MAR -8 AM 9:42

LINDA SLATER  
RECORDER

\$18<sup>00</sup> PAID *KQ* DEPUTY

0536474

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