## 010700961

When Recorded, Return to:

Stewart Title SMALL BUSINESS ADMINISTRATION 2719 N. AIR FRESNO DR. \$107

Minden, NV 89423 FRESNO, CA 93727

Portion

APN: 1319-15-000-002

1319-14-000-001 1319-10-801-003

#### AMENDED DEED OF TRUST

THIS AMENDED DEED OF TRUST, made this 12 day of March , 2002 between CRAIG R. CRAWFORD AND MYA E. CRAWFORD, HUSBAND AND WIFE, P.O. Box 5100, Gardnerville, NV 89410, hereinafter referred to as "Trustor", STEWART TITLE COMPANY, 1650 N. Lucerne, Minden, NV 89423, hereinafter referred to as "Trustee", and THE ADMINISTRATOR OF THE SMALL BUSINESS ADMINISTRATION, AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, hereinafter referred to as "Beneficiary", which who maintains an office and place of business at 2719 N. Air Fresno Drive, #107, Fresno, CA 93727-1547.

This Amended Deed of Trust is a modification of that certain Deed of Trust dated February 5, 1997, recorded in the County Recorder's Office of Douglas County as Document No. 0406848, Book 0297, Page 2339, recorded on February 18, 1997, executed by Trustors, in favor of Beneficiary ("Original Deed of Trust") affecting APN 1319-10-201-003, securing a Promissory Note in the original amount of \$21,900.00.

For consideration of the mutual covenants and conditions contained herein, and other consideration, receipt of which is hereby acknowledged:

Trustors and Beneficiary agree to modify the Original Deed of Trust to reflect the addition of property, which Trustor grants to Trustee, in trust, with power of sale, situated in the County of Douglas, State of Nevada, described more fully in Exhibit "B" and Exhibit "C" attached hereto and incorporated herein by reference. Finalized legal description marked as Exhibit "A" is attached hereto and made a part hereof.

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

SCARPELLO, HUSS & OSHINSKI, LTD. 600 E. William Street, Suite 300 Carson City, NV 89701

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Except for the addition of the above-noted property, the terms of the Original Deed of Trust and the priority of the Original Deed of Trust as to the secured property noted therein shall not be modified by this Amended Deed of Trust. The terms and conditions respectively agreed to by Trustor, Trustee and Beneficiary in the Original Deed of Trust to protect the security interest stated therein shall likewise apply to the added security interest stated in this Amended Deed of Trust. In order to protect the additional security interest stated in this Amended Deed of Trust, Trustor agrees:

- To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of may be reasonably necessary, specific property, the enumerations herein not excluding the general.
- 2. The Trustor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.
- 3. The amount collected under any fire insurance policy shall be credited: first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Trustor, without liability upon the Trustee for such release.
- 4. The Trustor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereto, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, Trustor will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

- 5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by it in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.
- 6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
- 7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.
- 8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property: reconvey any part of said property; consent in writing to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.
- 9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto," and Trustee is authorized to retain this Deed of Trust and note.
- 10. (a) Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a written declaration of default and demand for sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

- (b) After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the object of these Trustees, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.
- (c) The Trustor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all demands or notices as conditions precedent to sale of such personalty.
- (d) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.
- (e) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied, Trustor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.
- 11. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including costs of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of eighteen percent (18%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.
- 12. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustee, and the recital in any conveyance executed by

such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

- 13. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns.
- 14. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
- 15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledgees, of the Note secured hereby.
- 16. In the event that Trustor, or any successor-in-interest to Trustor shall sell, transfer, or convey, or contract to sell, transfer, or convey the above-described real property, or any portion thereof, or any interest therein, at the option of Beneficiary, the entire amount of the promissory note for which this Deed of Trust serves as security shall forthwith become due and payable, although the time for such payment shall not have arrived.
- 17. Where not inconsistent with the above the following covenants, No. 1; 2; 3; 4 (18%); 5; 6; 7; 8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

The parties agree that with respect to this Section, as set forth in NRS 107.030, the amount of fire insurance required by covenant 2 shall be in an amount equal to the fair market value of the premises with loss payable to Beneficiary secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage.

BENEFICIARY

Small Business Administration, an agency of the Government of the United States of America

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CRAIG R

TRUSTORS

CRAWFORD

YA E CRAW

Dana M. Relyea Assistant Director Fresho CLSC

SCARPELLO, HUSS & OSHINSKI, LTD. 600 E. William Street, Suite 300 Carson City, NV 89701

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STATE OF NEVADA		
COUNTY OF DOUGLAS	; )	
The above instrument day of, 20	nt was acknowledged 002, by Craig R Cr NOTARY PUBIL	Lychold.
STATE OF NEVADA		L. HENDRICK  Notary Public - State of Neverda  Appointment Recorded in Douglas County
COUNTY OF DOUGLAS	)	No. 93-2710-5 - EXPIRES APRIL 29, 2005
The above instrument day of, 20	nt was acknowledged 002, by Mya E. Craw NOTARY PUBLI	Anduch
		L. HENDRICK  Motory Mysic - State of Nevada  AND STATE SECURITY  Mo. 90-20-3-EXPIRES APRIL 29, 2005  No. 93-20-5

#### Exhibit A

# LEGAL DESCRIPTION TO SUPPLEMENT A LOT LINE ADJUSTMENT MAP ADJUSTED PARCEL

PORTION OF APN 1319-10-801-003, 1319-15-000-002 and 1319-14-000-001

Being portions of land situated in the southeast quarter of the southeast quarter of Section 10, in the southwest quarter of the southwest quarter of Section 11, in the northwest quarter of the northwest quarter of Section 14, and in the northeast quarter of the northeast quarter of Section 15, all within Township 13 North, Range 19 East, Mount Diablo Base and Meridian, Douglas County, State of Nevada and being more particularly described as follows:

COMMENCING at a BLM brass cap (rehabilitated) at the Section Corner common to Sections 10,11,14, and 15 in said T 13 N, R 19 E, MDB&M;

Thence S 89° 55' 00" E along the southerly line of said Section 11 a distance of 384.82 feet to the southeast corner of land per deed recorded in Book 595 at page 3998 in the County Recorders Office in said County and State and also being the TRUE POINT OF BEGINNING;

Thence S 5° 15' 00" W, 169.38 feet to a set 5/8" rebar and cap, "PLS 8703", being the southeast corner of said adjusted parcel;

Thence S 89° 37' 51" W, 1333.52 feet to a set 5/8" rebar and cap "PLS 8703", being the southwest corner of said adjusted parcel;

Thence N 0° 02' 02" W, 767.10 feet to the southerly line of Genoa Lane, 60.00 feet in width, and a set 5/8" rebar and cap, "PLS 8703", being the northwest corner of said adjusted parcel;

Thence along said southerly line of Genoa Lane S 71° 31′ 30″ E, 1435.83 feet to a 5/8″ rebar and cap, "RLS 2983", (no reference) being the northeast corner of said adjusted parcel;

Thence leaving said southerly line, S 5° 15' 00" W, 135.41 feet to the TRUE POINT OF BEGINNING.

APN 17-130-07, adjusted (Crawford)

Containing 16.63 Acres, more or less.

ALVIN H. WALKER 7/13/0/ No.8703

0546053

BK 0602 PG 10283

#### Exhibit B

# LEGAL DESCRIPTION TO SUPPLEMENT A LOT LINE ADJUSTMENT MAP A PORTION OF APN 1319-15-000-002 (TIMKEN-STURGIS FOUNDATION, ET AL TO CRAWFORD)

Being a portion of Parcel 17 as shown on a Land Division Map recorded in Book 387, at Page 10 in the office of the County Recorder of Douglas County, State of Nevada, situated in the northeast quarter of the northeast quarter of Section 15 and the northwest quarter of the northwest quarter of Section 14 all within Township 13 North, Range 19 East, Mount Diablo Base and Meridian, in said County and State and being more particularly described as follows:

BEGINNING at a BLM brass cap (rehabilitated) at the Section Corner common to Sections 10,11,14, and 15 in said T 13 N, R 19 E, MDB&M;

Thence, along the northerly line of said Section 14, S 89° 55' 00" E, 67.29 feet;

Thence S 43° 44' 51" E, 235.37 feet:

Thence S 89° 37' 51" W, 1194.24 feet to a set 5/8" rebar and cap, "PLS 8703";

Thence N 0° 02' 02" W, 171.61 feet to the northerly line of said Section 15;

Thence, along the northerly line of said Section 15, N 89° 37' 51" E, 964.29 feet to the POINT OF BEGINNING

Containing 4.38 Acres, more or less.

ALVIN H. WALKER 7/13/0/ AV. 8703

#### Exhibit C

### LEGAL DESCRIPTION TO SUPPLEMENT A LOT LINE ADJUSTMENT MAP A PORTION OF APN 1319-14-000-001 (TIMKEN-STURGIS FOUNDATION, ET AL TO CRAWFORD)

Being a portion of Parcel 1 as shown on a Land Division Map recorded in Book 387, at Page 10 in the office of the County Recorder of Douglas County, State of Nevada, situated in the northwest quarter of the northwest quarter of Section 14. Township 13 North, Range 19 East, Mount Diablo Base and Meridian, in said County and State and being more particularly described as follows:

COMMENCING at a BLM brass cap (rehabilitated) at the Section Corner common to Sections 10,11,14, and 15 in said T 13 N, R 19 E, MDB&M;

Thence, along the northerly line of said Section 14, S 89° 55' 00" E, 67.29 feet to THE TRUE POINT OF BEGINNING:

Thence, continuing along said northerly line, \$ 89° 55' 00" E, 317.53 feet:

Thence S 5° 15' 00" W, 169.38 feet to a set 5/8" rebar and cap, "PLS 8703";

Thence S 89° 37' 51" W, 139.28 feet;

Thence N 43° 44' 51" W, 235.37 feet to THE TRUE POINT OF BEGINNING.

Containing 38,696.62 square feet (0.89 Acres), more or less.

Alvin warker, surveyor 1555 Downs Minden, NV 89423

REQUESTED BY Stewart Title of Deuglas County IN OFFICIAL RECORDS OF DOUGLAS COLHEVADA

2002 JUN 28 PM 3: 40

0546053

BK 0602 PG 10285

LINDA SLATER RECORDER