

Assessor Parcel No(s):
1121-05-000-008

RECORDATION
REQUESTED BY:

23303007

WHEN RECORDED MAIL
TO:
Business Bank of
Nevada
Credit Department
6085 W. Twain Ave.
Las Vegas, NV
89103-1228

SEND TAX NOTICES TO:
Richard Bertucci
134 Hwy. 395
Gardnerville, NV
89410

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

2004 FEB 26 PM 3:53

WERNER CHRISTEN
RECORDER

\$18.00 PAID *W* DEPUTY

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 24, 2004, is made and executed between Richard Bertucci, a married man as his sole and separate property, who acquired title as an unmarried man, whose address is 134 Hwy. 395, Gardnerville, NV 89410 ("Grantor") and Business Bank of Nevada, Carson City Branch, 1811 E. College Pkwy., Carson City, NV 89706-7942 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 18, 2003 (the "Deed of Trust") which has been recorded in Douglas County, State of Nevada, as follows:

Recorded on February 25, 2003, in Book 0203, Page 10536-10544, as Document No. 0568140, Official Records of Douglas County, Nevada. The Deed of Trust is a Construction Deed of Trust wherein Richard Bertucci, an unmarried man, is the Grantor.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Douglas County, State of Nevada:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 134 Hwy. 395, Gardnerville, NV 89410. The Real Property tax identification number is 1121-05-000-008

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**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 1817108

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

The definition of "Note" is hereby modified as follows: The word "Note" means the Promissory Note dated February 18, 2003 in the original principal amount of \$172,000.00, as modified by that certain Change in Terms Agreement dated February 24, 2004 that, among other things, increased the principal amount by \$20,000.00 for an aggregate principal amount of \$192,000.00, from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Promissory Note. **NOTICE TO GRANTOR: THE PROMISSORY 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 24, 2004.

GRANTOR:

x 
Richard Bertucci

LENDER:

x 
Authorized Officer

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MODIFICATION OF DEED OF TRUST
(Continued)

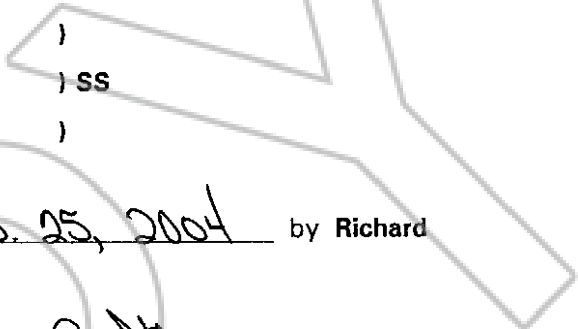
Loan No: 1817108

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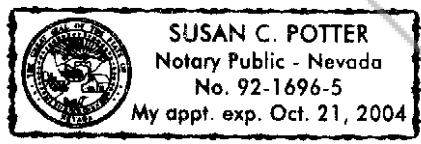
INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF Douglas



This instrument was acknowledged before me on FEB. 25, 2004 by Richard Bertucci.



[Signature]
(Signature of notarial officer)

Notary Public in and for State of NEVADA

(Seal, if any)

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**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 1817108

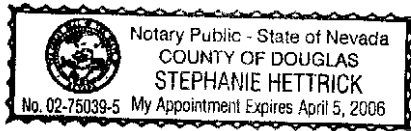
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LENDER ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Douglas

This instrument was acknowledged before me on February 25, 2004 by Susan Potter as designated agent of Business Bank



Stephanie Hettrick
(Signature of notarial officer)

Notary Public in and for State of Nevada

(Seal, if any)

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EXHIBIT "A"

PARCEL 1

Parcel G, of Section 5, Township 11 North, Range 21 East, M.D.B. & M.

Reference is hereby made to that certain Record of Survey map for the United States Department of the Interior, Bureau of Land Management, recorded in the Office of th Douglas County Recorder, State of Nevada, on March 20, 1992, in Book 392, Page 3301, as Document No. 273678, Official Records.

Assessor's Parcel No. 1121-05-000-008

PARCEL 2

An easement for ingress and egress over those portions of said land as described in Grant of Easement for Right-of-Way recorded in the Office of the Douglas County Recorder on July 25, 1995, in Book 795, Page 3585, as Document No. 366767, Official Records.

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