

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

2004 MAY 26 PM 3: 08

RECORDATION REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Northern Nevada Bank  
Commercial Lending  
P. O. Box 20607  
Reno, NV 89515-0607

WERNER CHRISTEN  
RECORDER

\$1<sup>00</sup> PAID *BL* DEPUTY

APN: 1320-33-402-061

### MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED May 19, 2004, BETWEEN Nevada Johnson Ventures, Inc., a Nevada corporation (referred to below as "Grantor"), whose address is P.O. Box 1848, Gardnerville, NV 89410, and NORTHERN NEVADA BANK (referred to below as "Lender"), whose address is P. O. Box 20607, Reno, NV 89515-0607.

DEED OF TRUST. Grantor and Lender have entered into a Deed of Trust dated March 6, 2002 (the "Deed of Trust") recorded in Douglas County, State of Nevada as follows:

A Deed of Trust recorded March 8, 2002 as Document No. 0536472, Book 0302, Pages 02717 – 02727, Douglas County Recorder, State of Nevada.

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

#### SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART THEREOF

The Real Property or its address is commonly known as 1427 U.S. Highway 395, Gardnerville, NV 89410.

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

WHEREAS, the parties have agreed on a new payment schedule for the payment of the Promissory Note dated March 6, 2002 secured by the Deed of Trust hereinbefore described.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereinafter stated, it is understood and agreed as follows, to wit:

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That an additional advance of FIVE HUNDRED NINETY-ONE THOUSAND ONE HUNDRED THIRTY NINE AND 08/100 (\$591,139.08) DOLLARS shall be made on said Promissory Note,

It is further agreed that the unpaid principal balance on the note hereinbefore described is ONE MILLION FOUR HUNDRED TWENTY-SIX THOUSAND SIX HUNDRED NINETY-NINE AND 31/100 (\$1,426,699.31) DOLLARS, that the total committed principal, including this additional advance will be the sum of TWO MILLION SEVENTEEN THOUSAND EIGHT HUNDRED THIRTY EIGHT AND 39/100 (\$2,017,838.39) DOLLARS, that the now unpaid principal balance in the sum of TWO MILLION SEVENTEEN THOUSAND EIGHT HUNDRED THIRTY EIGHT AND 39/100 (\$2,017,838.39) DOLLARS, shall be payable together with interest thereon at the rate per year (the "Loan Rate") which shall be equal to 1.50% percentage points over an independent index which is the Western Edition of the Wall Street Journal, variable, and may change every three years from the date of this agreement, but shall never fall below 8.00%, from the date of the last payment until paid, and shall be payable and paid as follows to wit: The sum of FIFTEEN THOUSAND SEVEN HUNDRED NINETY-THREE AND 06/100 (\$15,793.06) DOLLARS, including interest, on or before the 10<sup>th</sup> day of June, 2004 and on the 10<sup>th</sup> day of each and every month thereafter, until and including the 10<sup>th</sup> day of May, 2014, on which date the entire balance of principal, interest and late charges, if any, shall be due and payable in full.

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.

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GRANTOR:

NEVADA JOHNSON VENTURES, INC., a Nevada corporation

By: Greg Johnson, President

By: Jeanne Johnson, Secretary Treasurer

LENDER:

NORTHERN NEVADA BANK

Ty A. Nebe, Executive Vice President/Chief Credit Officer

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

) SS

This instrument was acknowledged before me on \_\_\_\_\_, by Greg Johnson and Jeanne Johnson.

\_\_\_\_\_  
Notary Public

STATE OF NEVADA )

COUNTY OF WASHOE )

) SS

This instrument was acknowledged before me on May 20, 2004, by Ty A. Nebe as Executive Vice President/Chief Credit Officer of Northern Nevada Bank.

Notary Public



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## EXHIBIT "A"

**The land referred to herein 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 Dertling 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.

**NOTE:** Per NRS 111.312, this legal description was previously recorded on March 8, 2002, in Book 0302, at Page 2717, as Document No. 536472, of Official Records. This Note will be removed from the Policy of Title Insurance.

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

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