

43-

Assessor Parcel No(s):  
1418-11-201-002

REQUESTED BY  
U.S. Recordings  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 AUG -3 PM 2: 34

WERNER CHRISTEN  
RECORDER

\$ 43<sup>50</sup> PAID KJ DEPUTY

**RECORDATION**

REQUESTED BY:  
U.S. BANK  
NATIONAL  
ASSOCIATION  
Reno Private Client  
Group  
1 East Liberty Street  
1st floor  
Reno, NV 89501

**WHEN RECORDED MAIL**

TO:  
US Recordings  
2925 Country Drive  
Ste 201  
St. Paul, MN 55117

FOR RECORDER'S USE ONLY

463408589

**MODIFICATION OF DEED OF TRUST 19512808**

THIS MODIFICATION OF DEED OF TRUST dated June 24, 2004, is made and executed between JACK L. HARRINGTON and CATHERINE CECELIA HARRINGTON, not personally but as Trustees on behalf of HARRINGTON FAMILY TRUST U/A/D MARCH 21, 1989 AND RESTATED JANUARY 29, 1996, whose address is 2070 THE BACK ROAD, GLENBROOK, NV 89413 ("Grantor") and U.S. BANK NATIONAL ASSOCIATION, Reno Private Client Group, 1 East Liberty Street 1st floor, Reno, NV 89501 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 4, 2004 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

**DATE OF MORTGAGE/DEED OF TRUST: February 4, 2004**  
RECORDED IN OFFICE OF THE: Recorder  
COUNTY OF RECORDING: Douglas County  
DATE OF RECORDING: March 5, 2004  
INSTRUMENT NO. 0606484 BOOK 0304 PAGE 02769

**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 2070 THE BACK ROAD, GLENBROOK, NV 89413.

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

Borrower has requested, and Lender has agreed to, the following modification(s) in the Indebtedness secured by the Deed of Trust:

Addition of new Indebtedness secured by the Deed of Trust.

The changes described above are evidenced by an agreement by the parties dated June 24, 2004 (the "Credit Agreement Amendment") amending the Credit Agreement.

The Credit Agreement Amendment evidences new Indebtedness in the principal amount of \$160,000.00. The parties hereby agree that the Deed of Trust will secure all existing and new Indebtedness evidenced by the Credit Agreement, as amended by the Credit

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**MODIFICATION OF DEED OF TRUST**

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(Continued)

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Agreement Amendment.

**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 hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

**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 JUNE 24, 2004.**

**GRANTOR:**

**HARRINGTON FAMILY TRUST U/A/D MARCH 21, 1989 AND RESTATED JANUARY 29, 1996**

By: Catherine Cecilia Harrington  
CATHERINE CECELIA HARRINGTON, Trustee of HARRINGTON FAMILY TRUST U/A/D MARCH 21, 1989 AND RESTATED JANUARY 29, 1996

By: Jack L Harrington  
JACK L HARRINGTON, Trustee of HARRINGTON FAMILY TRUST U/A/D MARCH 21, 1989 AND RESTATED JANUARY 29, 1996

**LENDER:**

**U.S. BANK NATIONAL ASSOCIATION**

x Marian V. Lanus  
Authorized Officer  
Marian V. Lanus, Vice President  
US Bank National Association

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MODIFICATION OF DEED OF TRUST

Loan No: 463408589

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TRUST ACKNOWLEDGMENT

STATE OF NEVADA )

) SS

COUNTY OF DOUGLAS )

This instrument was acknowledged before me on JULY 9, 2004 by **CATHERINE CECELIA HARRINGTON, Trustee of HARRINGTON FAMILY TRUST U/A/D MARCH 21, 1989 AND RESTATED JANUARY 29, 1996**, as designated trustee of **HARRINGTON FAMILY TRUST U/A/D MARCH 21, 1989 AND RESTATED JANUARY 29, 1996**.

*Mary Jane Kingman*  
(Signature of notarial officer)

Notary Public in and for State of NEVADA

(Seal, if any)



TRUST ACKNOWLEDGMENT

STATE OF NEVADA )

) SS

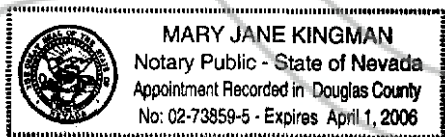
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on JULY 9, 2004 by **JACK L HARRINGTON, Trustee of HARRINGTON FAMILY TRUST U/A/D MARCH 21, 1989 AND RESTATED JANUARY 29, 1996**, as designated trustee of **HARRINGTON FAMILY TRUST U/A/D MARCH 21, 1989 AND RESTATED JANUARY 29, 1996**.

*Mary Jane Kingman*  
(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: 463408589

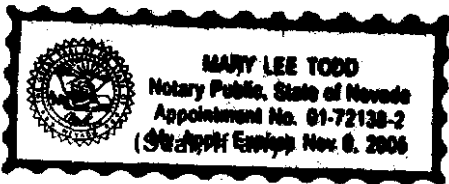
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LENDER ACKNOWLEDGMENT

STATE OF Nevada )  
 ) SS  
COUNTY OF Washoe )

This instrument was acknowledged before me on 7-8-04 by  
MARIAN<sup>W</sup> LANIUS, Vice President as designated agent of US BANK

Mary Lee Todd  
(Signature of notarial officer)  
Notary Public in and for State of NEVADA



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463408589 HARRINGTON

EXHIBIT A

PARCEL 1:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 10 AND THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 14 NORTH, RANGE 18 EAST, M. D. B. & M., DESCRIBED AS PARCEL 2, AS SHOWN ON THE PARCEL MAP OF GLENBROOK PROPERTIES, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JUNE 25, 1980, IN BOOK 680, PAGE 2532, INSTRUMENT NO. 45689.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND GRANTED TO GLENBROOK COMPANY IN DEED RECORDED DECEMBER 6, 1983 IN BOOK 1283, PAGE 428, DOCUMENT NO. 091969 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION OF PARCEL 2 AS SHOWN ON DOCUMENT NO. 91967, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID PARCEL NO. 2 WHICH BEARS WEST 61.70 FEET FROM THE NORTHEAST CORNER OF PARCEL 2; THENCE SOUTH 05°08'38" EAST 40.00 FEET; THENCE NORTH 40°07'58" WEST 52.11 FEET; THENCE EAST 30.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL THAT PORTION OF PARCEL NO. 1 OF SAID, AS SHOWN ON DOCUMENT NO. 91967, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL NO. 1; THENCE NORTH 0°34'41" EAST 30.00 FEET; THENCE SOUTH 52°55'21" EAST 49.76 FEET; THENCE WEST 40.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

ALL THAT PORTION OF LOT "V" GLENBROOK UNIT 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON MAY 26, 1978, AS DOCUMENT 21216, MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DOCUMENT NO. 91968, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON DECEMBER 6, 1983, IN BOOK 1283, PAGE 426, AND FURTHER DESCRIBED ON THE RECORD OF SURVEY FOR RONALD NAHAS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON DECEMBER 6, 1983 IN BOOK 1283, PAGE 425, AS DOCUMENT NO. 91967.

REFERENCE IS MADE TO THE RECORD OF SURVEY FILED MAY 25, 1989, FILE NO. 202746.

NOTE: THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDER FEBRUARY 13, 2002, IN BOOK 0202, PAGE 4694, AS INSTRUMENT NO. 534701.



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DOT MODIFICATION

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