

REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 OCT -5 PM 2:41

WERNER CHRISTEN  
RECORDER

\$17 PAID *KJ* DEPUTY

RECORDATION REQUESTED BY  
AND WHEN RECORDED MAIL TO:

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

APN: 1022-18-001-046

85462CLH

**MODIFICATION OF DEED OF TRUST AND SECURITY AGREEMENT AND  
AGREEMENT FOR ADDITIONAL ADVANCE**

THIS MODIFICATION OF DEED OF TRUST IS DATED September 17, 2004 BETWEEN PINION PINES MHC, LLC, a Nevada limited liability company (referred to below as "Grantor"), whose address is 1800 Pacific Avenue, Suite 605, San Francisco, CA 94109, 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 January 30, 2002 (the "Deed of Trust") recorded in Douglas County, State of Nevada as follows:

A Deed of Trust recorded January 31, 2002 as Document No. 0533694 in Book 0102, Pages 9775 - 9783 Official Records of Douglas County Recorder, State of Nevada. Recorded in conjunction with the Deed of Trust a Security Agreement dated January 30, 2002 and recorded January 31, 2002 as Document No. 0533694 in Book 0102, Pages 9784 - 9788 Official Records of Douglas County Recorder, State of Nevada is also referenced.

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

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A portion of the East ½ of Section 18, Township 10 North, Range 22 East, M.D.B.&M., described as follows:

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Parcel A as set forth on the Parcel Map for JACK R. ROBINSON AND ROBERTA E. ROBINSON, Recorded January 27, 1978, Book 178, Page 1636, Document No. 17093, Official Records of Douglas County, State of Nevada.

The Real Property or its address is commonly known as 1471 Old 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 secured by the Deed of Trust and Security Agreement hereinbefore described.

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

**That an additional advance of THREE HUNDRED SEVENTY EIGHT THOUSAND NINE HUNDRED EIGHTY FIVE AND NO/100 (\$378,985.00) DOLLARS shall be made on said Promissory Note,**

**It is further agreed that the unpaid principal balance on the note hereinbefore described, as of the date of this agreement, is the sum of FOUR HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED TWENTY THREE AND 95/100 (\$418,523.95) DOLLARS, that the total committed principal, including this advance, will be the sum of SEVEN HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED EIGHT AND 95/100 (\$797,508.95) DOLLARS.**

**That the Security Agreement shall be modified to reflect the following property:**

- (1) 1972 Tamarack 14' x 64' Mobile Home, Serial No.: 1622994D5247
- (1) 1974 Broadmore 12' x 64' Mobile Home, Serial No.: 0611
- (1) 1980 Schultz 14' x 70' Mobile Home, Serial No.: P170827
- (1) 1973 Biltmore 12' x 64' Mobile Home, Serial No.: S8310
- (1) 1978 Bonnavilla 14' x 70' Mobile Home, Serial No.: 87A8240
- (1) 1972 Fleetwood 12' x 60' Mobile Home, Serial No.: S5111
- (1) 1975 Leisure Home 14' x 70' Mobile Home, Serial No.: GEJ14703SS3556
- (1) 1977 Champion 12' x 60' Mobile Home, Serial No.: 0977080470D
- (1) 1978 Leisure Home 14' x 70' Mobile Home, Serial No.: GEJ14703SS3499
- (1) 1975 Fleetwood/Broadmore 14' x 70' Mobile Home, Serial No.: 2703B013085S6310
- (1) 1974 Lake Ridge 14' x 52' Mobile Home, Serial No.: GDB14562SS3306

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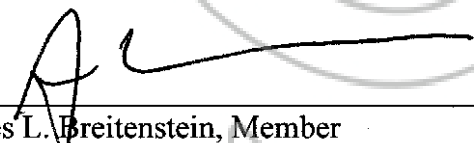
- (1) 1979 Golden West 24' x 60' Mobile Home, Serial No.: SM30258AB
- (1) 1971 Champion 14' x 65' Mobile Home, Serial No.: S0517
- (1) 1974 Nashua 14' x 66' Mobile Home, Serial No.: 18813
- (1) 1997 Westfield 13' x 66' Mobile Home, Serial No.: CAFLV17A19547WF13
- (1) 2002 Americana 13' x 52' Mobile Home, Serial No.: 90270713400
- (1) 1996 Broadmore 14' x 70' Mobile Home, Serial No.: IDFLS04A70945BM13
- (1) 1985 Canyon Crest 24' x 44' Mobile Home, Serial No.: SNAB512668

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Promissory Note and 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 endorser 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.

GRANTOR:

PINION PINES MHC, LLC, a Nevada limited liability company

By:   
James L. Breitenstein, Member

LENDER:

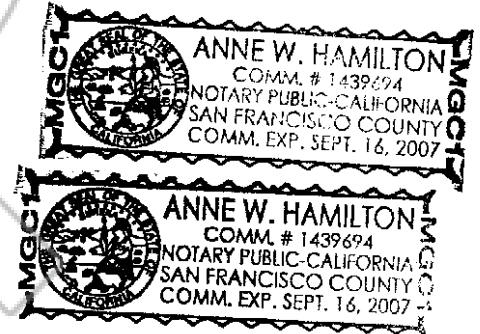
NORTHERN NEVADA BANK

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

STATE OF California )  
 ) SS  
COUNTY OF San Francisco )

This instrument was acknowledged before me on Sept. 30, 2004, by James L. Breitenstein, Member of Pinion Pines MHC, LLC, a Nevada limited liability company.

Anne W. Hamilton  
Notary Public



STATE OF NEVADA )  
 ) SS  
COUNTY OF WASHOE )

This instrument was acknowledged before me on Sept 17, 2004, by Ty A. Nebe as Executive Vice President/Chief Credit Officer of Northern Nevada Bank.

Kim L. Bense  
Notary Public



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