

OFFICIAL RECORD

Requested By:
STEWART TITLE

Assessor Parcel No(s):
1320-04-001-003

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-0205 PG-10650 RPTT: 0.00



RECORDATION

REQUESTED BY:
Irwin Union Bank
and Trust Co.
Carson City
1717 E. College
Parkway, Ste 105
Carson City, NV
89706

WHEN RECORDED MAIL

TO:
Irwin Union Bank
and Trust Co.
Carson City
1717 E. College
Parkway, Ste 105
Carson City, NV
89706

040503506/020507215
042515053

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 18, 2005, is made and executed between between Ramsden Properties Ltd., whose address is 2838 Heybourne Rd., Minden, NV 89423 ("Grantor") and Irwin Union Bank and Trust Co., whose address is Carson City, 1717 E. College Parkway, Ste 105, Carson City, NV 89706 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 15, 2002 (the "Deed of Trust") which has been recorded in Douglas County, State of Nevada, as follows:

Recorded July 23, 2002 Records Office of Douglas County Nevada, Book 0702 Page 07222.

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 2561 Business Parkway, Minden, NV 89423.

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

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

Loan No: 701092029

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The definition of the "Note" set forth on page five of the Deed of Trust is hereby amended to read in its entirety as follows: The word "Note" means the promissory note dated February 18, 2005, in the original principal amount of \$1,500,000.00 from Grantor to Lender, together with all renewals of extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

This Future Advance Clause is to be added to the Deed of Trust:

FUTURE ADVANCES: Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future obligations and advances which Lender may make to Borrower, together with all interest thereon, whether such future obligations and advances arise out of the Note, this Deed of Trust or otherwise; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$4,500,000.00. This Deed of Trust also secures all modifications, extensions, and renewals of the Note, the Deed of Trust, or any other amounts expended by Borrower on Borrower's behalf as provided for in this Deed of Trust.

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 18, 2005.



0637785

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BK- 0205

PG- 10651

02/28/2005

MODIFICATION OF DEED OF TRUST
(Continued)

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GRANTOR:

RAMSDEN PROPERTIES LTD.

By: 

P. William Ramsden, Member of Ramsden Properties
Ltd.

By: 

C. Dorine Ramsden, Member of Ramsden Properties
Ltd.

LENDER:

IRWIN UNION BANK AND TRUST CO.

X 

Authorized Officer

Mike Grim



MODIFICATION OF DEED OF TRUST
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Douglas

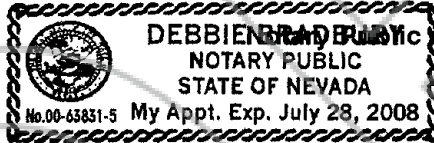
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) SS
)

This instrument was acknowledged before me on February 18, 2005 by P. William Ramsden, Member; C. Dorine Ramsden, Member of Ramsden Properties Ltd., as designated agents of Ramsden Properties Ltd.

Debbie Bradbury

(Signature of notarial officer)

(Seal, if any)



DEBBI BRADBURY, Notary Public in and for State of NV
NOTARY PUBLIC
STATE OF NEVADA

No. 00-63831-5 My Appt. Exp. July 28, 2008

MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Nevada

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) SS

COUNTY OF Carson City

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This instrument was acknowledged before me on Feb 18, 2005 by Ymike
Barb as designated agent of Wynn Bank



(Seal, if any)

Carol A Broady
(Signature of notarial officer)
Notary Public in and for State of Nevada

