

OFFICIAL RECORD

Requested By:
WESTERN TITLE

Assessor Parcel No(s):
1318-25-101-017
and
1318-24-404-016

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 9 Fee: 47.00
BK-0305 PG- 2950 RPTT: 0.00



RECORDATION

REQUESTED BY:
NATIONAL BANK OF
ARIZONA, a national
banking association
Professional Banking
Services
6001 NORTH 24TH
STREET
BUILDING B
PHOENIX, AZ
85016

WHEN RECORDED MAIL

TO:
NATIONAL BANK OF
ARIZONA, a national
banking association
Professional Banking
Services
6001 NORTH 24TH
STREET
BUILDING B
PHOENIX, AZ
85016

SEND TAX NOTICES TO:

CHARLES M.
BREWER
7105 NORTH
WILDER ROAD
PHOENIX, AZ
85021

FOR RECORDER'S USE ONLY

88082-09

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 23, 2005, is made and executed between between CHARLES M. BREWER, whose address is 7105 NORTH WILDER ROAD, PHOENIX, AZ 85021; a married man, as his sole and separate property ("Grantor") and NATIONAL BANK OF ARIZONA, a national banking association, whose address is Professional Banking Services, 6001 NORTH 24TH STREET, BUILDING B, PHOENIX, AZ 85016 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated April 11, 2003

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

Loan No: 0902

Page 2

(the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

Recorded May 21, 2003 in Book 0503, Page 11574 as Document #577645.

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

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

The Real Property or its address is commonly known as 580 EDGEWOOD DRIVE, STATELINE, NV 89449. The Real Property tax identification number is 1318-25-101-017 and 1318-24-404-016

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

The paragraph titled "Note" on page 8 of the Revolving Credit Deed of Trust, Security Agreement and Assignment of Rents is modified as follows: The word "Note" means the promissory note dated February 23, 2005, in the original principal amount of \$5,000,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE**

The following Arbitration Disclosures are added to the Revolving Credit Deed of Trust, Security Agreement and Assignment of Rents:

1. **ARBITRATION IS FINAL AND BINDING ON THE PARTIES AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT.**
2. **IN ARBITRATION THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT, INCLUDING THEIR RIGHT TO A JURY TRIAL.**
3. **DISCOVERY IN ARBITRATION IS MORE LIMITED THAN DISCOVERY IN COURT.**
4. **ARBITRATORS ARE NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING IN THEIR AWARDS. THE RIGHT TO APPEAL OR SEEK MODIFICATION OF ARBITRATORS' RULINGS IS VERY LIMITED.**
5. **A PANEL OF ARBITRATORS MIGHT INCLUDE AN ARBITRATOR WHO IS OR WAS AFFILIATED WITH THE BANKING INDUSTRY.**
6. **ARBITRATION WILL APPLY TO ALL DISPUTES BETWEEN THE PARTIES, NOT JUST THOSE CONCERNING THE AGREEMENT.**
7. **IF YOU HAVE QUESTIONS ABOUT ARBITRATION, CONSULT YOUR ATTORNEY OR THE AMERICAN ARBITRATION ASSOCIATION.**

(a) Any claim or controversy ("Dispute") between or among the parties and their employees, agents, affiliates, and assigns, including, but not limited to, Disputes arising out of or relating to this agreement, this arbitration provision ("arbitration clause"), or any related agreements or instruments relating hereto or delivered in connection herewith ("Related Agreements"), and including, but not limited to, a Dispute based on or arising from an alleged tort, shall at the request of any party be resolved by binding arbitration in



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

Loan No: 0902

Page 3

accordance with the applicable arbitration rules of the American Arbitration Association (the "Administrator"). The provisions of this arbitration clause shall survive any termination, amendment, or expiration of this agreement or Related Agreements. The provisions of this arbitration clause shall supersede any prior arbitration agreement between or among the parties.

(b) The arbitration proceedings shall be conducted in a city mutually agreed by the parties. Absent such an agreement, arbitration will be conducted in Phoenix, Arizona or such other place as may be determined by the Administrator. The Administrator and the arbitrator(s) shall have the authority to the extent practicable to take any action to require the arbitration proceeding to be completed and the arbitrator(s)' award issued within 150 days of the filing of the Dispute with the Administrator. The arbitrator(s) shall have the authority to impose sanctions on any party that fails to comply with time periods imposed by the Administrator or the arbitrator(s), including the sanction of summarily dismissing any Dispute or defense with prejudice. The arbitrator(s) shall have the authority to resolve any Dispute regarding the terms of this agreement, this arbitration clause, or Related Agreements, including any claim or controversy regarding the arbitrability of any Dispute. All limitations periods applicable to any Dispute or defense, whether by statute or agreement, shall apply to any arbitration proceeding hereunder and the arbitrator(s) shall have the authority to decide whether any Dispute or defense is barred by a limitations period and, if so, to summarily enter an award dismissing any Dispute or defense on that basis. The doctrines of compulsory counterclaim, res judicata, and collateral estoppel shall apply to any arbitration proceeding hereunder so that a party must state as a counterclaim in the arbitration proceeding any claim or controversy which arises out of the transaction or occurrence that is the subject matter of the Dispute. The arbitrator(s) may in the arbitrator(s)' discretion and at the request of any party: (1) consolidate in a single arbitration proceeding any other claim arising out of the same transaction involving another party to that transaction that is bound by an arbitration clause with Lender, such as borrowers, guarantors, sureties, and owners of collateral; and (2) consolidate or administer multiple arbitration claims or controversies as a class action in accordance with Rule 23 of the Federal Rules of Civil Procedure.

(c) The arbitrator(s) shall be selected in accordance with the rules of the Administrator from panels maintained by the Administrator. A single arbitrator shall have expertise in the subject matter of the Dispute. Where three arbitrators conduct an arbitration proceeding, the Dispute shall be decided by a majority vote of the three arbitrators, at least one of whom must have expertise in the subject matter of the Dispute and at least one of whom must be a practicing attorney. The arbitrator(s) shall award to the prevailing party recovery of all costs and fees (including attorneys' fees and costs, arbitration administration fees and costs, and arbitrator(s)' fees). The arbitrator(s), either during the pendency of the arbitration proceeding or as part of the arbitration award, also may grant provisional or ancillary remedies including but not limited to an award of injunctive relief, foreclosure, sequestration, attachment, replevin, garnishment, or the appointment of a receiver.

(d) Judgement upon an arbitration award may be entered in any court having jurisdiction, subject to the following limitation: the arbitration award is binding upon the parties only if the amount does not exceed Four Million Dollars (\$4,000,000.00); if the award exceeds that limit, either party may demand the right to a court trial. Such a demand must be filed with the Administrator within thirty (30) days following the date of the arbitration award; if



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

Loan No: 0902

Page 4

such a demand is not made with that time period, the amount of the arbitration award shall be binding. The computation of the total amount of an arbitration award shall include amounts awarded for attorneys' fees and costs, arbitration administration fees and costs, and arbitrator(s)' fees.

(e) No provision of this arbitration clause, nor the exercise of any rights hereunder, shall limit the right of any party to: (1) judicially or non-judicially foreclose against any real or personal property collateral or other security; (2) exercise self-help remedies, including but not limited to repossession and setoff rights; or (3) obtain from a court having jurisdiction thereover any provisional or ancillary remedies including but not limited to injunctive relief, foreclosure, sequestration, attachment, replevin, garnishment, or the appointment of a receiver. Such rights can be exercised at any time, before or after initiation of an arbitration proceeding, except to the extent such action is contrary to the arbitration award. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration, and any claim or controversy related to the exercise of such rights shall be a Dispute to be resolved under the provisions of this arbitration clause. Any party may initiate arbitration with the Administrator. If any party desires to arbitrate a Dispute asserted against such party in a complaint, counterclaim, cross-claim, or third-party complaint thereto, or in an answer or other reply to any such pleading, such party must make an appropriate motion to the trial court seeking to compel arbitration, which motion must be filed with the court within 45 days of service of the pleading, or amendment thereto, setting forth such Dispute. If arbitration is compelled after commencement of litigation of a Dispute, the party obtaining an order compelling arbitration shall commence arbitration and pay the Administrator's filing fees and costs within 45 days of entry of such order. Failure to do so shall constitute an agreement to proceed with litigation and waiver of the right to arbitrate. In any arbitration commenced by a consumer regarding a consumer Dispute, Lender shall pay one half of the Administrator's filing fee, up to \$250.

(f) Notwithstanding the applicability of any other law to this agreement, the arbitration clause, or Related Agreements between or among the parties, the Federal Arbitration Act, 9 U.S.C. Section 1 et seq., shall apply to the construction and interpretation of this arbitration clause. If any provision of this arbitration clause should be determined to be unenforceable, all other provisions of this arbitration clause shall remain in full force and effect.

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.



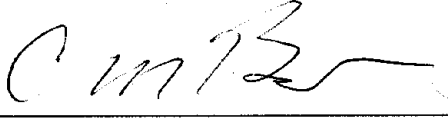
MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 0902

Page 5

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 23, 2005.

GRANTOR:

X 

CHARLES M. BREWER

LENDER:

NATIONAL BANK OF ARIZONA, A NATIONAL BANKING ASSOCIATION

X 

Authorized Officer

Michael Darwin



MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 0902

Page 6


INDIVIDUAL ACKNOWLEDGMENT

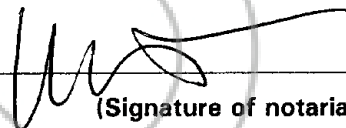
STATE OF Arizona

COUNTY OF Maricopa

)
) SS
)

This instrument was acknowledged before me on February 24, 2015 by CHARLES M. BREWER, a married man, as his sole and separate property.

 Notary Public State of Arizona
Maricopa County
Kimberly Lynn Weston
Expires October 18, 2008


(Signature of notarial officer)
Notary Public in and for State of AZ

(Seal, if any)

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 0902

Page 7

LENDER ACKNOWLEDGMENT

STATE OF Arizona

COUNTY OF Maricopa

) SS

This instrument was acknowledged before me on February 24 2005 by Michael Darwin
of Arizona as designated agent of National Bank



Notary Public State of Arizona
Maricopa County
Kimberly Lynn Weston
Expires October 18, 2008

[Handwritten Signature]

(Signature of notarial officer)

Notary Public in and for State of AZ

(Seal, if any)

LASER PRO Lending, Ver. 5.25 00 005 Copy: Harland Financial Solutions, Inc. 1987, 2005. All Rights Reserved. NV/AZ C:\LPWIN\CFILPL10302.FC TR-19093 PR-1



Exhibit A

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

PARCEL 1

A parcel of land situate in the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 13 North, Range 18 East, M.D.B.&M., more particularly described as follows:

COMMENCING at the 1/4 section corner common to Sections 24 and 25;
thence South 89°54'00" West along the North line of said Section 25, a distance of 146.70 feet to the TRUE POINT OF BEGINNING;
thence from said point of beginning continuing along said North line South 89°54'00" West a distance of 271.90 feet;
thence South 0°01'03" West, a distance of 308.35 feet to a point on the centerline of a 50 foot wide road and utility easement;
thence Northeasterly along said centerline as follows along the arc of a curve to the left having a radius of 400 feet through a central angle of 10°07'49" for an arc distance of 70.72 feet;
thence North 43°01'03" (41°01'03" for Record) East, a distance of 105.05 feet
thence along the arc of a curve to the left having a radius of 1000 feet through a central angle of 5°30'00" an arc distance of 95.99 feet;
thence North 37°31'03" East a distance of 140.81 feet to the TRUE POINT OF BEGINNING.

PARCEL 2

A portion of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 13 North, Range 18 East, M.D.B.&M., more particularly described as follows:

BEGINNING at the 1/4 corner common to Sections 24 and 25, Township 13 North, Range 18 East, M.D.B.&M.;
thence North 0°03'36" East, a distance of 1,301.52 feet more or less to the Northeast corner of said Southeast 1/4 of the Southwest 1/4 of Section 24;
thence along the North line of said Southeast 1/4 of the Southwest 1/4, North 89°01'52" West, distance of 409.52 feet to a point;
thence South 0°03'36" West, a distance of 582.08 feet to a point;
thence North 89°01'52" West, a distance of 374.18 feet to a point;
thence North 0°03'36" East, a distance of 582.08 feet to a point on the North line of said Southeast 1/4 of the Southwest 1/4;
thence along the North line of said Southeast 1/4 of the Southwest 1/4, North 89°01'52" West, a distance of 192.99 feet more or less to the centerline of Kingsbury Grade;
thence along said centerline South 30°14'26" West, a distance of 69.59 feet to the beginning of a curve concave to the Northwest with a central angle of 43°40'30" and a radius of 400.00 feet;
thence along said curve an arc length of 304.91 feet;
thence South 73°54'56" West, a distance of 75.44 feet;
thence along the West line of said Southeast 1/4 of the Southwest 1/4, South 0°03'36" West, a distance of 1,031.83 feet more or less to the South line of Section 24;
thence along the South line of said South 89°01'52" East, a distance of 1,318.03 feet more or less to the POINT OF BEGINNING.

TOGETHER WITH the right of ingress and egress to and from the property hereby conveyed over a strip of land 50 feet in width over the Northeast corner of the property retained by the first parties in that certain Deed dated May 18, 1960, Recorded June 29, 1960, in Book 2, Page 759, as Document No. 16247, Official Records of Douglas County, Nevada. (LOCATION INDEFINITE)

TOGETHER WITH a 60 foot wide easement for road purposes over the following described property:

That portion of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 13 North, Range 18 East, M.D.B.&M., situated in and being South of the present Kingsbury Road.

Said easement is set forth in Book I of Agreement, Page 381, Document No. 14766, Official Records of Douglas County, Nevada, (LOCATION INDEFINITE)



EXCEPTING THEREFROM all that portion of said land which lies within the boundaries of Kingsbury Grade.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain *Deed of Trust*, recorded in the office of the County Recorder of County, Nevada on *May 21, 2003*, in Book *0503*, Page *11574* as Document No *577645*, of Official Records.

COPY

