

Assessor Parcel No(s):
1319-34-002-004

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 4 Fee: 42.00
BK-0705 PG- 8161 RPTT: 0.00

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

SEND TAX NOTICES TO:

SCOTT FORVILLY
CHRISTINE
FORVILLY
238 LAURA
SPRINGS CIRCLE
GARDNERVILLE, NV
89460

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 10, 2005, is made and executed between between SCOTT FORVILLY, whose address is 238 LAURA SPRINGS CIRCLE, GARDNERVILLE, NV 89460 and CHRISTINE FORVILLY, whose address is 238 LAURA SPRINGS CIRCLE, GARDNERVILLE, NV 89460; Husband and wife ("Grantor") and U.S. BANK NATIONAL ASSOCIATION, whose address is 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 September 22, 2003 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

Recorded in the Office of the County Recorder
County of Recording: Douglas County, Nevada
Date of Recording: October 6, 2003
Document No. 0592598 in Book 1003 at page 2575

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

LOT 8, IN BLOCK A, AS SHOWN ON THE MAP OF LAURA SPRINGS SUBDIVISION, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON MAY 12, 1992, AS DOCUMENT NO. 278449.

The Real Property or its address is commonly known as 238 LAURA SPRINGS CIRCLE, GARDNERVILLE, NV 89460.

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 Credit Agreement Amendment evidences new Indebtedness in the principal amount of \$122,000.00. 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 Agreement Amendment.

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

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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 10, 2005.

GRANTOR:

x

Scott M Forvilly
SCOTT FORVILLY

x

Christine Forvilly
CHRISTINE FORVILLY

LENDER:

U.S. BANK NATIONAL ASSOCIATION

x

Marian V Lawina
Authorized Officer

Marian V. Lawina



MODIFICATION OF DEED OF TRUST
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

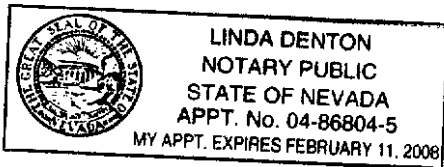
STATE OF Nevada

)

) SS

COUNTY OF Douglas

This instrument was acknowledged before me on 07/14/05
Linda Denton by SCOTT FORVILLY.



[Handwritten Signature]

(Signature of notarial officer)

Notary Public in and for State of NV

(Seal, if any)

INDIVIDUAL ACKNOWLEDGMENT

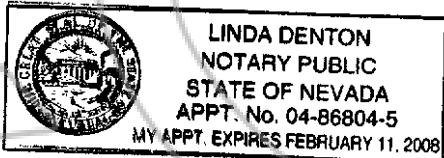
STATE OF Nevada

)

) SS

COUNTY OF Douglas

This instrument was acknowledged before me on 07/14/05
Linda Denton by CHRISTINE FORVILLY.



[Handwritten Signature]

(Signature of notarial officer)

Notary Public in and for State of NV

(Seal, if any)

MODIFICATION OF DEED OF TRUST
(Continued)

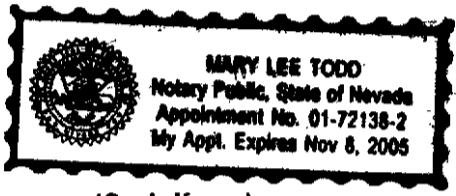
Loan No: 463404394

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LENDER ACKNOWLEDGMENT

STATE OF Nevada)
) SS
COUNTY OF Washoe)

This instrument was acknowledged before me on 7/11/05 by _____
MARIAN LAWIUS as designated agent of US BANK



(Seal, if any)

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

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