

OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00
BK-0805 PG- 4383 RPTT: 0.00



Assessor Parcel No(s):

1219-03-002-029

021812065

026508144

WHEN RECORDED MAIL

TO:

Heritage Bank of
Nevada

1401 S. Virginia
Reno, NV 89502

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 28, 2005, is made and executed between between DAVID W ROTH and CONNIE L ROTH, HUSBAND AND WIFE AS JOINT TENANTS ("Grantor") and Heritage Bank of Nevada, whose address is 1401 S. Virginia, Reno, NV 89502 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 28, 2005 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

RECORDED OCTOBER 24, 2002 AS DOCUMENT #0555861.

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

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 19 EAST, M.D.B. & M., CARSON VALLEY, DOUGLAS COUNTY, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3, PROCEED NORTH 89°57'00" EAST, 1,002.23 FEET, ALONG THE SECTION LINE, WHICH IS ALSO THE CENTER LINE OF A PUBLIC ROAD, TO A POINT; THENCE NORTH 0°10'19" WEST 310.00 FEET, ALONG THE WESTERLY BOUNDARY OF THE TOM ANDREWS PROPERTY TO A POINT; THENCE SOUTH 89°57'00" WEST 240.00 FEET TO THE SOUTHWEST CORNER OF THE MAPLE PROPERTY, WHICH IS THE TRUE POINT OF BEGINNING; THENCE NORTH 21°15'19" EAST, 258.55 FEET ALONG THE WESTERLY SIDE OF THE MAPLE PROPERTY, TO THE NORTHEAST CORNER OF THE PARCEL; THENCE NORTHWESTERLY ALONG THE WESTERLY RIGHT OF WAY OF SIERRA SHADOWS DRIVE AROUND A CURVE TO THE RIGHT, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 30°33'01" AND A LENGTH OF 173.29 FEET, TO A POINT; THENCE NORTH 38°11'40" WEST 19.41 FEET TO A POINT; THENCE WESTERLY AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 13.75 FEET, A CENTRAL ANGLE OF 90 DEGREES, AND A LENGTH OF 21.60 FEET TO A

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POINT; THENCE SOUTH 13°36'00" WEST 371.01 FEET TO THE SOUTHWEST CORNER OF THE PARCEL; THENCE NORTH 89°57'00" EAST, 162.44 FEET TO THE POINT OF BEGINNING.

IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JANUARY 18, 2000, BOOK 0100, PAGE 2590, AS FILE NO. 484598, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

The Real Property or its address is commonly known as 225 SIERRA SHADOWS LANE, GARDNERVILLE, NV 89410. The Real Property tax identification number is 1219-03-002-029

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

TO INCREASE MAXIMUM CREDIT TO \$300,000.00.


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 JULY 28, 2005.

GRANTOR:

X 

DAVID W ROTH

X 

CONNIE L ROTH



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LENDER:

HERITAGE BANK OF NEVADA

X *Amy Gregg*
Authorized Officer
AMY GREGG

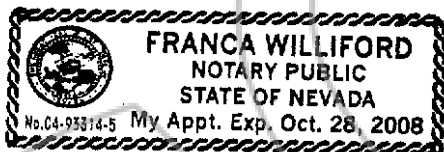
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada)

) SS

COUNTY OF Douglas)

This instrument was acknowledged before me on August 2, 2005 by DAVID W ROTH and CONNIE L ROTH.



(Seal, if any)

Franca Williford
(Signature of notarial officer)

Notary Public in and for State of Nevada



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LENDER ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Washoe

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) SS
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This instrument was acknowledged before me on August 2, 2005 by Amy
Gregg as designated agent of _____



Cindy L. Mackowiak
(Signature of notarial officer)

Notary Public in and for State of Nevada

(Seal, if any)