

APN 1420-06-502-009

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-1005 PG- 8280 RPTT: 0.00

When Recorded Mail To:

U.S. Bank National Association
Commercial Real Estate
LM-NV-NFC2
2300 West Sahara Avenue, Suite 200
Las Vegas, Nevada 89102
Attn: Ms. Cheryl A. Colbus

89934-99



**FIRST MODIFICATION
TO**

**DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FINANCING STATEMENT**

THIS FIRST MODIFICATION TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FINANCING STATEMENT ("Modification") is made as of October 14, 2005, by Edgar S. Roberts, a married man as his sole and separate property ("Borrower"), and U.S. BANK NATIONAL ASSOCIATION ("Bank").

Factual Background

A. *Borrower* executed that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement dated as of July 6, 2004, in favor of Bank, which was recorded in the Official Records of Douglas County, Nevada, on July 8, 2004, in Book 0704, Page 02957 (the "Deed of Trust"). The Deed of Trust encumbers, among other things, certain real property located in Douglas County, Nevada, more particularly described on Exhibit "A" to this Modification.

B. The Deed of Trust secures, among other things, all indebtedness (the "Loan") owing to Bank by Borrower according to the terms and conditions of that certain Construction Loan Agreement executed as of July 6, 2004 (the "Loan Agreement"). By an instrument dated as of the date of this Modification (the "Loan Agreement"),

Amendment"), Bank has agreed to increase the amount of the Loan from Six Million Dollars (\$6,000,000) to Six Million Seven Hundred Thousand Dollars (\$6,700,000), on the terms and subject to the conditions of the Loan Agreement Amendment.

C. The Loan is now evidenced by a promissory note dated as of July 6, 2004 (the "Note"), in the original principal amount of Six Million Dollars (\$6,000,000). To evidence the increase of the Loan contemplated by the Loan Agreement Amendment, Borrower is amending and restating the Note, as of the date of this Modification (the "Amended Note"), in the principal amount of Six Million Seven Hundred Thousand Dollars (\$6,700,000).

D. Borrower and Bank wish to amend the Deed of Trust to confirm that the Deed of Trust secures, among other things, the repayment of the Loan, as increased and modified by the Loan Agreement Amendment and the documents required pursuant thereto, including the Amended Note.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Deed of Trust is modified to provide that it secures the Amended Note, the Loan Agreement, the other Loan Documents, as amended by the Loan Agreement Amendment and the Additional Loan Documents (as defined in the Loan Agreement Amendment). For all purposes of the Deed of Trust, the term "Promissory Note" means and refers to the Amended Note.

2. Borrower and Bank ratify and confirm the Deed of Trust, as modified hereby, in all respects, including the liens and security interests created thereby.

3. This Modification may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

4. Save and except as modified hereby, the Deed of Trust remains unmodified and in full force and effect.

"BORROWER"



Edgar S. Roberts, a married man as
his sole and separate property

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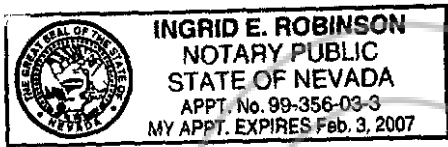
"BANK"

U.S. BANK NATIONAL ASSOCIATION

By: Cheryl A Colbus
Name: Cheryl A COLBUS
Title: VICE President

STATE OF NEVADA)
)
COUNTY OF Carson)

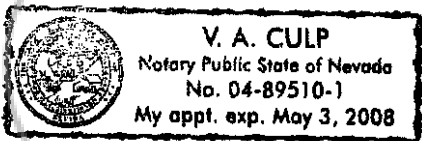
This instrument was acknowledged before me on October 14, 2005, by
Edgar S. Roberts.



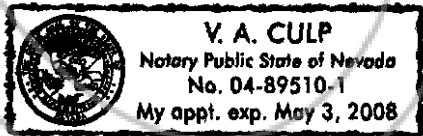
Ingrid E. Robinson
Notary Public
My commission expires: Feb 3, 2007

STATE OF NEVADA)
)
COUNTY OF CLARK)

This instrument was acknowledged before me on October 17, 2005, by
CHERYL A. COLBUS as VICE PRESIDENT of U.S. Bank National Association.



V.A. Culp
Notary Public
My commission expires: 5-3-08



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EXHIBIT "A"

Land

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

A parcel of land located within the West one-half of Government Lot 2 of Section 6 and within Government Lots 7 and 14, Westerly of U.S. Highway 395 of Section 6, Township 14 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the North one-sixteenth corner (CC N1/16) of said Section 6, a found 5/8" rebar with aluminum cap PLS 3519, shown as the Southwest corner of 13-210-04 on Amended Record of Survey for Douglas County #32 recorded July 11, 2000 in the Office of Recorder, Douglas County, Nevada as Document No. 495561;

thence along the Westerly line of said West one-half of Government Lot 2, North 00°15'54" East, 833.43 feet to the POINT OF BEGINNING;

thence continuing along said Westerly line, North 00°15'54" East, 82.34 feet;

thence North 78°12'09" East, 1348.97 feet;

thence along the Easterly line of said West one-half of Government Lot 2, South 00°21'09" West, 186.13 feet;

thence along the Northerly line of said Government Lot 7, North 89°35'11" East 329.99 feet to the Northeast corner of said Government Lot 7;

thence along the East line of said Government Lot 7, South 00°19'55" West, 15.71 feet to a point on the Westerly right-of-way of U.S. Highway 395;

thence along said Westerly right-of-way, South 07°48'25" West, 358.78 feet;

thence North 89°44'06" West, 268.76 feet;

thence along the arc of a curve to the left having a radius of 24.50 feet, central angle of 90°00'00", and arc length of 38.48 feet;

thence non-tangent to the preceding course, North 00°15'54" East, 170.04 feet;

thence along the arc of a curve to the left having a radius of 55.50 feet, central angle of 90°00'00", and arc length of 87.18 feet;

thence North 89°44'06" West, 620.50 feet;

thence North 00°15'54" East, 8.33 feet;

thence North 89°44'06" West 340.00 feet;

thence South 00°15'54" West, 18.50 feet;

thence along the arc of a curve to the right having a radius of 1.50 feet, central angle of 90°00'00" and arc length of 2.36 feet;

thence North 89°44'06" West, 291.00 feet to the POINT OF BEGINNING.



NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain GRANT, BARGAIN AND SALE DEED, recorded in the office of the County Recorder of Douglas County, Nevada on February 9, 2001, in Book 0201, Page 1810, as Document No. 0508503, of Official Records.

COPY

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