

OFFICIAL RECORD  
Requested By:  
STEWART TITLE OF DOUGLAS

THIS INSTRUMENT PREPARED BY:  
Janelle Wilhite  
RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

COUNTY  
Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 4 Fee: 42.00  
BK-1105 PG- 4602 RPTT: 0.00

WASHINGTON MUTUAL BANK, FA.  
20001 PRAIRIE STREET MS N170101  
CHATSWORTH, CA 91311



LOAN NUMBER: 0677336331 ASSESSOR PARCEL NUMBER: 131030310022 and 131830310027

04056 2574

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MODIFICATION AGREEMENT TO NOTE/MORTGAGE/DEED OF TRUST

This Modification Agreement (the "Agreement") is made as of October 31, 2005, between James R. Dearkland and Gunilla Dearkland, Trustees of the Dearkland Family Intervivos Trust Dated March 8, 1989 (the "Borrower") and Washington Mutual Bank, FA., ("Lender") and amends and supplements that certain Adjustable Rate Note and that certain Deed of Trust dated October 7, 2004 and recorded October 18, 2004, as Bk 1004 pg 7013 Document# 626953, in the Official Records of the County of Douglas, State of Nevada (the "Security Instrument"), and covering the real property with a common street address of: 1631 Needle Peak Road, Stateline, Nevada 89449 but more specifically described as follows:

SEE ATTACHED "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN.

- The terms of the Note are hereby amended and modified as follows (check applicable modifications):
  - a. the principal amount that Borrower promises to repay under the terms of the Note and that is secured by the Security Instrument is hereby changed from \$ 1,625,000.00 to \$ 1,950,000.00.
  - b. commencing on October 18, 2004, the interest on my Note shall be 6.250 percent per annum.
  - c. commencing on March 1, 2006, my regular monthly principal and interest payment under the Note shall be \$12,186.40.
  - d. the new Construction Completion Date is: February 1, 2006
  - e the new Promissory Note Maturity Date is: October 1, 2034
  - f. the new first Interest Rate Change Date on the adjustable loan is: October 1, 2007
- Borrower consents to Lender attaching this Agreement to the Note itself.
- All other terms and conditions of the Loan Documents shall remain unchanged and in full force and effect. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

James R. Dearkland  
Trustee of the Dearkland Family  
Intervivos Trust Dated March 8, 1989

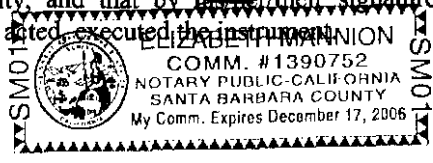
BORROWER(S)  
  
Gunilla Dearkland  
Trustee of the Dearkland Family  
Intervivos Trust Dated March 8, 1989

State of SANTA BARBARA CALIFORNIA  
County of SANTA BARBARA

ELIZABETH MANNION, NOTARY PUBLIC

On 11/03/05, before me, \_\_\_\_\_, personally appeared JAMES R. DEARKLAND & GUNILLA DEARKLAND personally known to me (or provided satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL  
Signature



PLEASE DO NOT WRITE BELOW - WASHINGTON MUTUAL BANK, FA. ONLY

LENDER  
BY Mabette del Rosario  
Mabette Del Rosario  
WASHINGTON MUTUAL BANK, FA.

Notary Acknowledgement for Lender  
State of California  
County of L.A.  
On 11/8/05 before me, Rhonda Saba, Notary, personally appeared Mabette Del Rosario personally known to me to be the person whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL  
Signature



The land referred to herein is situated in the State of Nevada,  
County of Douglas, described as follows:

**PARCEL 1:**

All of Lot 2 of Whitebark Townhouses Subdivision filed for  
record as Document Number 522371 and that portion of Lot 13  
of said Whitebark Townhouses, more particularly described as  
follows:

Beginning at a point which bears North  $03^{\circ}19'37''$  West 22.72 feet  
from the Northwest corner of said Lot 2;  
thence North  $89^{\circ}54'32''$  East 86.89 feet;  
thence South  $01^{\circ}18'39''$  East 22.10 feet;  
thence South  $30^{\circ}40'16''$  East 30.71 feet;  
thence South  $73^{\circ}12'01''$  West 89.34 feet;  
thence along a curve concave to the Northeast with a radius of  
296.50 feet, a central angle of  $04^{\circ}17'18''$ , and an arc  
length of 22.19 feet, the chord of said curve bears North  
 $22^{\circ}26'30''$  West 22.19 feet;  
thence along a curve concave to the Northeast with a radius of  
146.50 feet, a central angle of  $21^{\circ}25'03''$ , and an arc length  
54.76 feet, the chord of said curve bears North  $09^{\circ}35'20''$   
West 54.44 feet to the Point of Beginning.

Together with the following described property:

All of Lot 3 of Whitebark Townhouses Subdivision filed for  
record as Document Number 522371 and that portion of Lot  
13, of said Whitebark Townhouses, more particularly  
described as follows:

Beginning at a point which bears North  $25^{\circ}51'22''$  West 13.14 feet  
from the Northwest corner of said Lot 3;  
thence North  $73^{\circ}12'01''$  East 89.34 feet;  
thence South  $30^{\circ}40'16''$  East 43.73 feet;  
thence South  $36^{\circ}25'47''$  East 9.82 feet;  
thence South  $60^{\circ}02'00''$  West 11.43 feet;  
thence South  $64^{\circ}48'52''$  West 74.43 feet;  
thence along a curve concave to the Southwest with a radius of  
8855.99 feet, a central angle of  $0^{\circ}03'43''$ , and an arc  
length of 9.56 feet, the chord of said curve bears North  
 $41^{\circ}53'19''$  West 9.56 feet;

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thence along a curve concave to the Northeast with a radius of 146.50 feet, a central angle of 08°19'31", and an arc length of 21.29 feet, the chord of said curve bears North 35°55'50" West 21.27 feet;

thence along a curve concave to the Northeast with a radius of 296.50 feet, a central angle of 07°10'55", and arc length of 37.17 feet, the chord of said curve bears North 28°10'37" West 37.14 feet to the Point of Beginning.

Assessor's Parcel No. 1319-30-310-027

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED DECEMBER 6, 2002, BOOK 1202, PAGE 2644, AS FILE NO. 0559964, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

Reference is made to Record of Survey supporting a Boundary Line Adjustment and filed for record with the Douglas County Recorder on December 6, 2002 in Book 1202, at Page 2664, as Document No. 559965.

**PARCEL 2:**

A fifty foot (50') wide public roadway easement, the center line of which is described as follows:

Beginning at a point on the East line of that parcel deeded to John B. Pordon, recorded August 15, 1968, Book 61, Page 144, Document No. 41838, which bears North 00°23'02" West 79.53 feet from the Southeast corner of said parcel; thence along the centerline North 33°00'00" East 90.10 feet to the beginning of a tangent curve to the right with a radius of 350 feet and a central angle of 8°55'00"; thence along said curve an arc length of 54.47 feet; thence North 41°55'00" East 258.25 feet to a point on the Westerly line of Quaking Aspen Lane.

**PARCEL 3:**

A fifty foot (50') wide public roadway easement, the center line of which is described as follows:

Beginning at a point on the East line of that parcel deeded to John B. Pordon, recorded August 15, 1968, Book 61, Page

Continued on next page

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144, Document No. 41838, which bears North  $00^{\circ}23'02''$  West 79.53 feet from the Southeast corner of said parcel, thence along the centerline south  $33^{\circ}00'00''$  West 9.90 feet to the beginning of a tangent curve to the left with a radius of 400 feet and a central angle of  $11^{\circ}28'23''$ ; thence along said curve an arc length of 80.10 feet to a point on the South line of said Pordon parcel.

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