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OFFICIAL RECORD
Requested By:
NORTHERN NEVADA TITLE

APN: 1220-04-501-018
ORDER NO.: DO-1050028-LS

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 6 Fee: 19.00
BK-0106 PG- 9283 RPTT: 0.00



FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT: FIRST AMENDMENT TO DEED OF TRUST,
ASSIGNMENT OF RENTS AND
SECURITY AGREEMENT

WHEN RECORDED MAIL TO:

Sherrill, Crosnoe & Goff
Attn: R. Ken Hines
PO Drawer 97511
Wichita Falls, TX 76307-7511

**FIRST AMENDMENT
TO
DEED OF TRUST, ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT**

This First Amendment to Deed of Trust, Assignment of Rents and Security Agreement has been made and entered into by and between Bencor/Waterloo L.P. ("Trustor") and Wells Fargo Bank, National Association ("Beneficiary") as of January 11, 2006 with reference to the following facts:

A. As of August 22, 2005, Trustor made, executed and delivered to Beneficiary that certain Deed of Trust, Assignment of Rents and Security Agreement (the "Deed of Trust") recorded on September 29, 2005,*as Document Number 0656268, Official Records of Douglas County, Nevada, for the purpose of securing payment of indebtedness from Trustor to Beneficiary. Initially capitalized terms used herein, which are not otherwise herein defined, shall have the same respective meanings as set forth in the Deed of Trust.

*in Book 0905 at Page 11704

B. The Land described in the Deed of Trust (the "Trust Property") was subsequently modified by an exchange of a portion of the Trust Property for certain adjacent real property and a boundary line adjustment duly authorized by the County of Douglas, Nevada.

C. In addition, as a result of additional costs incurred and to be incurred by the Trustor in connection with the completion of the boundary line adjustment and the construction of improvements on the Land, the Trustor has requested that the Beneficiary loan additional funds (the "Future Advance Note") to the Trustor to pay such additional costs. Such additional loan shall constitute a Future Advance pursuant to the Deed of Trust.

D. The parties now desire to amend the Deed of Trust to: (i) revise the description of the Land; and (ii) include the description of the Future Advance Note evidencing the additional funds described above.

NOW, THEREFORE, for and in consideration of the covenants hereinbelow set forth, the Trustor and the Beneficiary do hereby agree as follows:

1. **Amendment of Legal Description.** Exhibit "A" to the Deed of Trust shall be and the same is hereby deleted, and Exhibit "A" attached hereto shall be and the same is hereby substituted therefor.

2. **Future Advance Note.** The indebtedness secured by the Deed of Trust shall include the following Future Advance Note:

That certain promissory note dated January 11, 2006 wherein Trustor appears as Borrower and Beneficiary appears as Lender, in the principal sum of Three Hundred Forty Thousand and No/100 Dollars (\$340,000.00) with all interest thereon, and any and all late charges, prepayment charges, costs and fees required thereunder, and all extensions, renewals, modifications, amendments and replacements thereof, with the balance of such indebtedness, if not sooner paid, due and payable on August 22, 2007; provided, however, Trustor may, under certain circumstances, extend this final maturity date to February 22, 2008.

2. **Amendment to Loan Agreement.** The term "Loan Agreement" as set forth in the Deed of Trust is hereby amended to refer to the Loan Agreement dated as of August 22, 2005 between Trustor and Beneficiary, as amended by the First Amendment to Loan Agreement dated



as of January 11, 2006 between Trustor and Beneficiary, to which reference is here made for all purposes.

3. **Ratification.** Except as specifically modified and amended hereby, the Trustor and Beneficiary do hereby ratify, affirm and approve the Deed of Trust.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Deed of Trust, Assignment of Rents and Security Agreement as of the date and year first hereinabove set forth.

TRUSTOR:

BENCOR/WATERLOO L.P.

By BENCOR DEVELOPMENT, LLC,
General Partner

By Raymond J. Walkowski Jr.
Raymond J. Walkowski, Jr., Manager

TRUSTEE:

NORTHERN NEVADA TITLE COMPANY

By Susan K. Kiernan
Name: Susan K. Kiernan
Title: Secretary/Treasurer

BENEFICIARY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By Larry S. Cook
Larry S. Cook, Market President and
Business Banking Manager

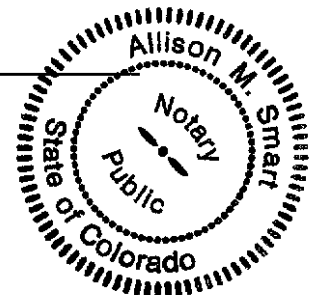
STATE OF COLORADO

COUNTY OF EL PASO

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§
§

The above and foregoing First Amendment to Deed of Trust, Assignment of Rents and Security Agreement was acknowledged before me this 11th day of January, 2006 by Raymond J. Walkowski, Jr., Manager of Bencor Development, LLC, a Colorado limited liability company, general partner of Bencor/Waterloo L.P., a Nevada limited partnership, on behalf of said partnership.

Allison M. Smart
Notary Public



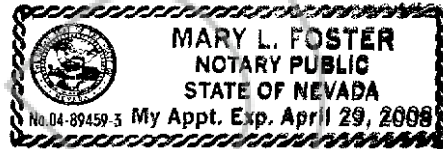
My Commission Expires: 8/9/2009

STATE OF NEVADA §
Carson City §
COUNTY OF ~~DOUGLAS~~ §

The above and foregoing First Amendment to Deed of Trust, Assignment of Rents and Security Agreement was acknowledged before me this 26th day of January, 2006 by Susan K. Kiernan, Secretary/Treasurer of Northern Nevada Title Company, a Corporation, on behalf of said Corporation.

Mary L. Foster
Notary Public

My Commission Expires: April 29, 2008



STATE OF TEXAS §
COUNTY OF WICHITA §

The above and foregoing First Amendment to Deed of Trust, Assignment of Rents and Security Agreement was acknowledged before me this 11th day of January, 2006 by Larry S. Cook, Market President and Business Banking Manager of Wells Fargo Bank, National Association, a national banking association, on behalf of said association.



Chris Smith
Notary Public

My Commission Expires:
05/19/2006

EXHIBIT A

LEGAL DESCRIPTION

APN: 1220-04-501-007 & 008 AND A PORTION OF 1220-04-501-006

PORTIONS OF THAT CERTAIN PROPERTY WITHIN DOUGLAS COUNTY, NEVADA SITUATE IN SECTION 4, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.M., AS SHOWN AS PARCELS "APN 25-142-15 (5.70 ACRES), "APN 25-142-16 (42,000 S.F.)" AND "APN 25-142-17 (53,276 S.F.)" ON RECORD OF SURVEY RECORDED JUNE 26, 1990 AS DOCUMENT #228900, IN OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY POINT OF SAID "APN 25-142-16";
THENCE ALONG THE LINE OF US HWY 395 S 50°18'53" E, A DISTANCE OF 136.28 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG THE LINE OF US HWY 395 S 50°18'53" E, A DISTANCE OF 317.61 FEET;
THENCE S 88°18'01" W, A DISTANCE OF 37.04 FEET;
THENCE ALONG A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, WITH A RADIUS OF 100.00 FEET, THROUGH AN ANGLE OF 55°00'26", AND AN ARC LENGTH OF 96.00 FEET, A CHORD BEARING S 18°10'19" W, A DISTANCE OF 92.36 FEET;
THENCE ALONG THE LINE OF WATERLOO LANE S 45°39'43" W, A DISTANCE OF 162.78 FEET;
THENCE N 50°00'45" W, A DISTANCE OF 305.61 FEET;
THENCE N 39°26'27" E, A DISTANCE OF 270.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.95 ACRES, MORE OR LESS.

BASIS OF BEARINGS IS NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE.

NOTE: Legal description previously contained in Document No. 663319 in Book 1205 at Page 6119 on December 13, 2005.

EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY

LEGAL DESCRIPTION
ACCESS

That portion of Section 4, Township 12 North, Range 20 East, M.D.M., situate within Douglas County, Nevada, described as follows:
Beginning at the most Easterly corner of that parcel described in Document No. 344617, recorded August 24, 1994, Official Records Douglas County;
Thence S 88°18'01" W, a distance of 37.04 feet;
Thence along the arc of a curve to the right, concave Westerly, having a delta angle of 55°00'26", a radius of 100.00 feet, length of 96.00 feet, with a chord bearing S 18°10'19" W, a distance of 92.36 feet;
Thence S 45°39'43" W along the Northwestern right-of-way line of Waterloo Lane a distance of 162.78 feet to the point of beginning;
Thence continuing S 45°39'43" W along the Northwestern right-of-way line of Waterloo Lane a distance of 40.18 feet;
Thence N 44°20'17" W, a distance of 57.34 feet;
Thence N 39°59'23" E, a distance of 34.31 feet;
Thence S 50°00'45" E, a distance of 61.03 feet to the point of beginning.

Basis of bearings of this description is Nevada State Plane Coordinate System, West Zone.

Dan Asikainen, P.L.S. #3318
Jeff Codega Planning/Design
433 W. Plumb Lane
Reno, NV 89509

