

**OFFICIAL RECORD**

Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV  
Werner Christen - Recorder

Page: 1 of 4 Fee: 17.00  
BK-0406 PG- 4488 RPTT: 0.00



Assessor's Parcel Number: 1318-03-210-007

This document prepared by and  
after recording return to:

Duane Morris LLP  
Kenneth A. Latimer, Esq.  
227 West Monroe Street  
Suite 3400  
Chicago, Illinois 60606

020200442

For Recorder use only

**FIRST AMENDMENT TO DEED OF TRUST**

**THIS FIRST AMENDMENT TO DEED OF TRUST** (this "**First Amendment**") is made and entered into as of this 10<sup>th</sup> day of April, 2006 by and between **ROBERT L. UNDERWOOD**, Trustee of the Underwood Revocable Living Trust dated August 21 1998, as amended September 15, 1999, whose address is 24602 Santa Clara Avenue, Dana Point, California 92629 (the "**Grantor**") and **STEWART TITLE OF DOUGLAS COUNTY**, whose address is 1663 US Highway 395N, Suite 101, Minden, Nevada 89423 (the "**Trustee**") and **HERITAGE COMMUNITY BANK**, an Illinois banking corporation, whose address is 18301 South Halsted Street, Glenwood, Illinois 60425 (the "**Lender**").

**RECITALS**

1. Grantor previously executed in favor of the Trustee for the benefit of Lender that certain Deed of Trust (with future advance clause) dated August 28, 2002 and recorded on September 4, 2002 in Book 0902, page 895-902 as Document No. 551406 in Official Records of Douglas County Nevada securing an indebtedness in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "**Deed of Trust**") with respect to the real estate commonly known as 1024 Skyland Drive, Zephyr Cove, Nevada, and described on Exhibit A attached hereto.

2. Grantor desires to increase the principal amount secured by the Deed of Trust from One Million Five Hundred Thousand Dollars (\$1,500,000.00) to Two Million Two Hundred Thousand Dollars (\$2,200,000.00).

3. Grantor, Trustee and Lender desire to amend the Deed of Trust to reflect the modifications set forth in these Recitals and with respect to additional subsequent advances to be made by Lender to Grantor.

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Deed of Trust.

2. Section 3 of the Deed of Trust is hereby amended to provide that the total principal amount secured at any one time shall not exceed Two Million Two Hundred Thousand Dollars (\$2,200,000.00).

3. Section 4 of the Deed of Trust is amended to provide that the term "Secured Debt" is defined as that certain Home Equity Line of Credit Agreement dated August 28, 2002 as amended by that certain Home Equity Line of Credit Agreement Change in Terms Agreement dated April 10, 2006.

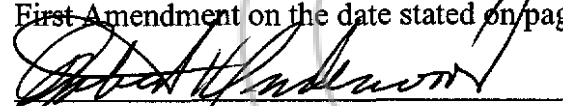
4. Grantor hereby reaffirms all of its representations and warranties set forth in the Deed of Trust as of the date of this First Amendment.

5. The Deed of Trust as amended by this First Amendment shall remain binding on Grantor and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns.

6. All other terms, provisions and conditions of the Deed of Trust as amended hereby are hereby confirmed, ratified and approved.

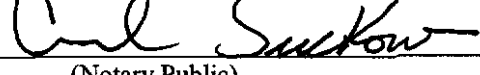
7. This First Amendment continues to secure the repayment of a Home Equity Line of Credit Agreement which contains a variable rate of interest.

**SIGNATURES:** By signing below, Grantor agrees to the terms and covenants contained in this First Amendment and in any attachments. Grantor also acknowledges receipt of a copy of this First Amendment on the date stated on page 1.

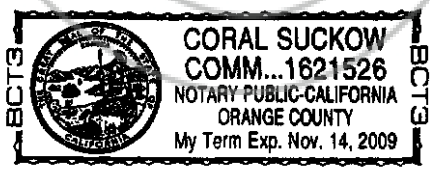
  
 (Signature) Robert L. Underwood, Trustee of the Underwood (Date)  
 Revocable Trust dated August 21, 1998, as amended

**ACKNOWLEDGMENT:**  
 STATE OF California COUNTY OF Orange ) ss.

This instrument was acknowledged before me this 10<sup>th</sup> day of April by  
Robert L. Underwood

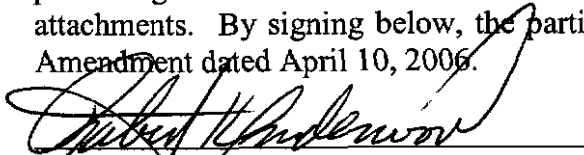
My commission expires: Nov. 14<sup>th</sup> 2009  
 (Seal)  (Notary Public)

Notary Public  
 (Title and Rank)



**ADDENDUM**


**ADDITIONAL SIGNATURES AND ACKNOWLEDGEMENTS:** By signing below, said parties agree to the terms and covenants contained in this First Amendment and in any attachments. By signing below, the parties hereto acknowledge receipt of a copy of this First Amendment dated April 10, 2006.

  
Robert L. Underwood

  
Linda L. Underwood

**BENEFICIARY:**

Heritage Community Bank


By:   
Its: SR VICE PRES

**ACKNOWLEDGEMENT:**



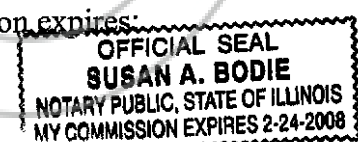
State of CA, County of Orange ss:

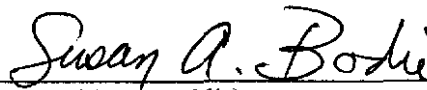
This instrument was acknowledged before me this 10 day of April, 2006 by Robert L. Underwood and Linda L. Underwood.

My commission expires: Nov. 14<sup>th</sup> 2009  
(seal)   
(Notary Public)  
Notary Public  
(Title and Rank)

State of Illinois, County of Cook ) ss:

On APRIL 11, 2006 before me appeared WILLIAM HETLER, personally known to me to be the SR. VICE PRESIDENT of Heritage Community Bank, and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

My commission expires:  
(seal) 

  
(Notary Public)  
My commission expires: 2-24-2008

**EXHIBIT A**

**Legal Description**

Lot 24 of SKYLAND SUBDIVISION NO. 1, according to the map thereof, filed in the Office of the County Recorder of Douglas County, State of Nevada, on February 27, 1958, as File No. 12967.

TOGETHER WITH a non-exclusive right-of-way for access to the waters of Lake Tahoe and for beach and recreational purposes as set forth in Deed recorded February 5, 1960, in Book 1, Page 268, File No. 15573, Official Records.

ASSESSOR'S PARCEL NO. 1318-03-210-007

Excepting any portion of the above described property lying within the bed of Lake Tahoe below the line of natural ordinary high water and also excepting any artificial accretions to the land waterward of the line of natural ordinary high water or, if lake level has been artificially lowered, excepting any portion lying below an elevation of 6,223.00 feet, Lake Tahoe Datum established by NRS 321.595.