

DOC # 0680178
07/20/2006 03:59 PM Deputy: GB

OFFICIAL RECORD

Requested By:
STEWART TITLE OF DOUGLAS
COUNTY

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 5 Fee: 18.00
BK-0706 PG- 6973 RPTT: 0.00



I the undersigned
hereby affirm that
this document
submitted for
recording does not
contain a Social
Security Number.

Signature

Peggy Cain
Member

06-29-2006
Date

APD port.

Assessor Parcel No(s):
132008002007

RECORDATION

REQUESTED BY:
Wells Fargo Bank,
National Association
Northern Nevada
Business Banking
Group
MAC # S4649-022
5340 Kietzke Lane,
2nd Floor
Reno, NV 89511

WHEN RECORDED MAIL

TO:
Wells Fargo Bank,
National Association
San Antonio BBG
Loan Operations
PO Box 659713
San Antonio, TX
78265

Modification of Deed of Trust

050100989

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

Loan No: 1320896258-26

(Continued)

Page 2



200070033319500480

THIS MODIFICATION OF DEED OF TRUST dated June 29, 2006, is made and executed between Cain Property Management, LLC., whose address is 2207 Bellanca "B", Minden, NV 89423 ("Grantor") and Wells Fargo Bank, National Association, whose address is Northern Nevada Business Banking Group, MAC # S4649-022, 5340 Kietzke Lane, 2nd Floor, Reno, NV 89511 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 10, 2005 (the "Deed of Trust") which has been recorded in Douglas County, State of Nevada, as follows:

Construction Deed of Trust filed for record under Document No. 0653958, Book #0805, Page 16340 of the Official Public Records of Couglas County, Nevada.

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

PARCEL ONE:

A parcel of land located within a portion of the East one-half (E1/2) of Section 8, Township 13 North, Range 20 East, Mount Diablo Meridian including PARCEL'S TWO, THREE, FOUR AND FIVE, more particularly described in Exhibit "A" attached hereto and made a part hereof;

The Real Property or its address is commonly known as P-51 Court, Minden, NV 89423.

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

Renewal and extension in the amount of \$426,000.00 as evidenced by that certain Change in Terms Agreement dated June 29, 2006 with a maturity date of July 1, 2021.

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.



0680178

Page: 2 Of 5

BK- 0706
PG- 6974
07/20/2006

MODIFICATION OF DEED OF TRUST

Loan No: 1320896258-26

(Continued)

Page 3

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

EFFECTIVE DATE. The undersigned intend and agree that the date of this agreement shall be its effective date, though it is being signed on a later date.

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 JUNE 29, 2006.

GRANTOR:

CAIN PROPERTY MANAGEMENT, LLC.

By: 

Jeffrey K. Cain, Managing Member of Cain Property Management, LLC.

By: 

Peggy Cain, Managing Member of Cain Property Management, LLC.

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

X 

Authorized Officer



MODIFICATION OF DEED OF TRUST

Loan No: 1320896258-26

(Continued)

Page 4

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Douglas

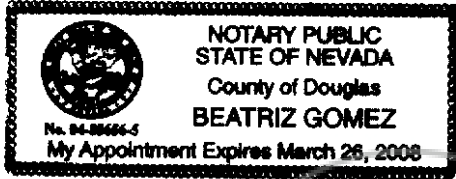
) SS

This instrument was acknowledged before me on July 19, 2006 by Jeffrey K. Cain, Managing Member and Peggy Cain, Managing Member of Cain Property Management, LLC., as designated agents of Cain Property Management, LLC..

[Handwritten Signature]

(Signature of notarial officer)

Notary Public in and for State of Nevada



(Seal, if any)

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 1320896258-26

Page 5

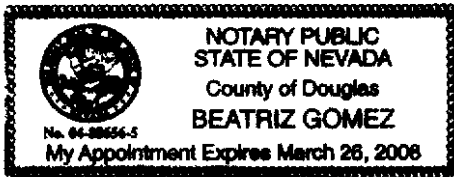
LENDER ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Douglas

)
) SS
)

This instrument was acknowledged before me on July 19, 2006 by Nathaniel Stehura as designated agent of Wells Fargo Bank



[Handwritten Signature]

(Signature of notarial officer)

Notary Public in and for State of Nevada

(Seal, if any)

