

OFFICIAL RECORD

Requested By:
STEWART TITLE OF DOUGLAS
COUNTY

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 5 Fee: 18.00
BK-1006 PG- 6024 RPTT: 0.00



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

[Signature]
Signature

Asst. Vice President
Title

10-12-2006
Date

Assessor Parcel No(s):
1320-07-002-016

RECORDATION
REQUESTED BY:
First Independent
Bank of Nevada
Main Office
5335 Kietzke Lane
Reno, NV 89511

WHEN RECORDED MAIL
TO:
First Independent
Bank of Nevada
Main Office
5335 Kietzke Lane
Reno, NV 89511

SEND TAX NOTICES TO:
First Independent
Bank of Nevada
Main Office
5335 Kietzke Lane
Reno, NV 89511

FOR RECORDER'S USE ONLY

050560851

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 12, 2006, is made and executed

**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 17014655

Page 2

between between Ray-Matt, LLC, a Nevada Limited Liability Company ("Grantor") and First Independent Bank of Nevada, whose address is Main Office, 5335 Kietzke Lane, Reno, NV 89511 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated November 7, 2005 (the "Deed of Trust") which has been recorded in Douglas County, State of Nevada, as follows:

Construction Deed of Trust recorded with the Douglas County Recorder on November 14, 2005 as document number 0660635.

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

Parcel 4-A-1, as set forth on that certain Parcel Map LDA #04-060 for Duncan M. and Mary S. Getty, recorded April 1, 2005, in Book 0405, Page 438, as Instrument No. 640704, Official Records of Douglas County, Nevada.

The Real Property or its address is commonly known as 901 Airport Road, Minden, NV 89423.

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

Loan amount is hereby increased from \$3,889,000.00 to \$5,600,000.00. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL DOCUMENTS REMAIN THE SAME.

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 endorser 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.

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 OCTOBER 12, 2006.



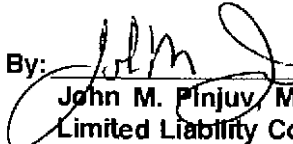
MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 17014655

Page 3

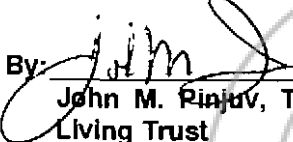
GRANTOR:


RAY-MATT, LLC, A NEVADA LIMITED LIABILITY COMPANY

By: 
John M. Pinjuv, Member of Ray-Matt, LLC, a Nevada
Limited Liability Company

By: 
Deborah L. Pinjuv, Member of Ray-Matt, LLC, a
Nevada Limited Liability Company


J & D PINJUV REVOCABLE LIVING TRUST, Member of Ray-Matt,
LLC, a Nevada Limited Liability Company

By: 
John M. Pinjuv, Trustee of J & D Pinjuv Revocable
Living Trust

By: 
Deborah L. Pinjuv, Trustee of J & D Pinjuv Revocable
Living Trust

LENDER:

FIRST INDEPENDENT BANK OF NEVADA

X 
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 17014655

Page 4

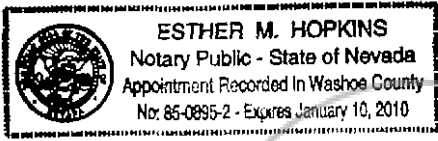
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Washoe

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) SS
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This instrument was acknowledged before me on October 16, 2006 by John M. Pinjuv, Member of Ray-Matt, LLC, a Nevada Limited Liability Company; Deborah L. Pinjuv, Member of Ray-Matt, LLC, a Nevada Limited Liability Company; John M. Pinjuv, Trustee; Deborah L. Pinjuv, Trustee of J & D Pinjuv Revocable Living Trust, as designated agents of Ray-Matt, LLC, a Nevada Limited Liability Company.



(Seal, if any)

Esther M Hopkins

(Signature of notarial officer)

Notary Public in and for State of Nevada

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 17014655

Page 5

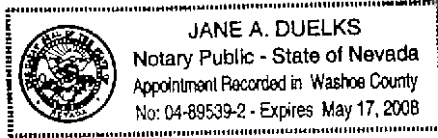
LENDER ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Washoe

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) SS
)

This instrument was acknowledged before me on 10-16-06 by R. Franci
FRANCI as designated agent of First Independent



Jane A. Duellks
(Signature of notarial officer)
Notary Public in and for State of Nevada

(Seal, if any)