

**OFFICIAL RECORD**  
Requested By:  
STEWART TITLE OF DOUGLAS

COUNTY  
Douglas County - NV  
Werner Christen - Recorder

Page: 1 of 8 Fee: 21.00  
BK-1106 PG- 7745 RPTT: 0.00



The undersigned hereby affirms that this document submitted for recording does not contain a Social Security Number.

Assessor Parcel No(s):  
1220-04-517-056

**RECORDATION**  
REQUESTED BY:  
Heritage Bank of Nevada  
1401 S. Virginia  
Reno, NV 89502

**WHEN RECORDED MAIL**  
TO:  
Heritage Bank of Nevada  
1401 S. Virginia  
Reno, NV 89502

030803519  
060501703  
607642-04

**FOR RECORDER'S USE ONLY**

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated November 13, 2006, is made and executed between between HENRY J FIKKERS AND SUSAN M FIKKERS, HUSBAND AND WIFE AS JOINT TENANTS and JOHN U FIKKERS, AN UNMARRIED MAN ALL AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP ("Grantor") and Heritage Bank of Nevada, whose address is 1401 S. Virginia, Reno, NV 89502 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 14, 2003 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

**RECORDED OCTOBER 22, 2003 AS DOCUMENT #0594307.**

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

PARCEL NO. 1:

LOT A3, IN BLOCK C, OF THE AMENDED AND FINAL PLAT OF VALLEY VILLA SUBDIVISION, ACCORDING TO THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF

**MODIFICATION OF DEED OF TRUST**

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THE RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON NOVEMBER 30, 1988, AS DOCUMENT NO. 191759.

EXCEPTING THEREFROM ALL THAT CERTAIN PARCEL OR PORTION OF LAND SITUATE, LYING AND BEING WITHIN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B.&M., DOUGLAS COUNTY, NEVADA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF AFORESAID LOT A-3, THENCE ALONG THE NORTH LINE OF LOT A-3 SOUTH 89°44'36" WEST A DISTANCE OF 1.56 FEET TO AN ANGLE POINT IN SAID LINE WHICH POINT IS COMMON WITH THE ANGLE POINT IN THE SOUTH LINE OF LOT 38 OF CARSON VALLEY ESTATES; THENCE LEAVING SAID NORTH LINE NORTH 89°22'36" WEST A DISTANCE OF 100.87 FEET; THENCE NORTH 00°43'26" EAST A DISTANCE OF 1.76 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°17'48" WEST A DISTANCE OF 72.70 FEET TO A POINT; THENCE NORTH 06°18'46" EAST A DISTANCE OF 7.04 FEET TO THE SOUTHWEST CORNER OF LOT 36 OF CARSON VALLEY ESTATES; THENCE ALONG THE SOUTH LINE OF SAID LOT 36 THROUGH A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 06°18'49" EAST A DISTANCE OF 465.00 FEET, WITH A CENTRAL ANGLE OF 06°42'39", AND AN ARC LENGTH OF 54.46 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 85°32'59" EAST A DISTANCE OF 17.65 FEET TO THE SOUTHEAST CORNER OF SAID LOT 36; THENCE LEAVING SAID SOUTH LINE SOUTH 00°43'26" WEST A DISTANCE OF 4.98 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM ALL THAT CERTAIN LOT, PIECE, PARCEL OR PORTION OF LAND SITUATE, LYING AND BEING WITHIN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B.&M., DOUGLAS COUNTY, NEVADA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF AFORESAID LOT A-3, THENCE ALONG THE NORTH LINE OF LOT A-3; SOUTH 89°44'36" WEST A DISTANCE OF 1.56 FEET TO AN ANGLE POINT IN SAID LINE WHICH POINT IS COMMON WITH THE ANGLE POINT IN THE SOUTH LINE OF LOT 38 OF CARSON VALLEY ESTATES; THENCE LEAVING SAID NORTH LINE NORTH 89°22'36" WEST A DISTANCE OF 35.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°22'36" WEST A DISTANCE OF 65.15 FEET TO A POINT; THENCE NORTH 00°43'26" EAST A DISTANCE OF 6.75 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID LOT 37; THENCE ALONG THE SOUTH LINE OF SAID LOT 37 SOUTH 85°32'59" EAST A DISTANCE OF 65.24 FEET TO THE SOUTHEAST CORNER OF SAID LOT 37; THENCE LEAVING SAID LINE SOUTH 00degrees23'45" EAST A DISTANCE OF 2.39 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM ALL THAT CERTAIN LOT, PIECE, PARCEL OR PORTION OF LAND SITUATE, LYING AND BEING WITHIN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B.&M., DOUGLAS COUNTY, NEVADA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF AFORESAID LOT A-3; THENCE ALONG THE NORTH LINE OF LOT A-3 SOUTH 89°44'36" WEST A DISTANCE OF 1.56 FEET TO AN ANGLE POINT IN SAID LINE WHICH POINT IS COMMON WITH THE ANGLE POINT IN THE SOUTH LINE OF LOT 38 OF CARSON VALLEY ESTATES AND THE TRUE



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POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE, NORTH 89°22'36" WEST A DISTANCE OF 35.72 FEET TO A POINT; THENCE NORTH 00°23'45" WEST A DISTANCE OF 2.39 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 38; THENCE ALONG THE SOUTH LINE OF SAID LOT SOUTH 85°32'59" EAST A DISTANCE OF 35.84 FEET TO THE TRUE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM ALL THAT CERTAIN LOT, PIECE, PARCEL OR PORTION OF LAND SITUATE, LYING AND BEING WITHIN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 12 NORTH, RANGE 20 EAST M.D.B. & M., DOUGLAS COUNTY, NEVADA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF AFORESAID LOT A-3, THENCE ALONG THE NORTH LINE OF LOT A-3 SOUTH 89°44'36" WEST A DISTANCE OF 1.56 FEET TO AN ANGLE POINT IN SAID LINE WHICH POINT IN COMMON WITH THE ANGLE POINT IN THE SOUTH LINE OF LOT 38 OF CARSON VALLEY ESTATES; THENCE LEAVING SAID NORTH LINE NORTH 89°22'36" WEST A DISTANCE OF 100.87 FEET; THENCE NORTH 00°43'26" EAST, A DISTANCE OF 1.76 FEET; THENCE NORTH 88°17'48" WEST A DISTANCE OF 72.70 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°17'48" WEST A DISTANCE OF 1.48 FEET TO THE WEST LINE OF SAID LOT A-3; THENCE ALONG SAID LINE NORTH 00°18'53" WEST A DISTANCE OF 7.21 FEET TO THE SOUTHWEST CORNER OF SAID LOT A-3 ALSO BEING A POINT ON THE SOUTH LINE OF SAID LOT 35; THENCE ALONG SAID SOUTH LINE THROUGH A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 06°35'53" EAST A DISTANCE OF 465.00 FEET, WITH A CENTRAL ANGLE OF 00°17'04", AND AN ARC LENGTH OF 2.31 FEET TO THE SOUTHEAST CORNER OF SAID LOT 35; THENCE LEAVING SAID LINE SOUTH 06°18'46" WEST A DISTANCE OF 7.04 FEET TO THE TRUE POINT OF BEGINNING.

ASSESSORS PARCEL NO. 1220-04-517-056

PARCEL NO. 2:

TOGETHER WITH A 25 FOOT PRIVATE DRIVEWAY AND ACCESS EASEMENT AS SET FORTH ON THE AMENDED FINAL PLAT VALLEY VISTA SUBDIVISION, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON NOVEMBER 30, 1988, IN BOOK 1188, PAGE 4421, EDOCUEMNT NO. 191759.

IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIBITION WAS TAKEN FROM INSTRUMENT RECORDED JANUARY 8, 2001, BOOK 0101, PAGE 1320, AS FILE NO. 0506487, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA

The Real Property or its address is commonly known as 1365 APOLLO AVENUE, GARDNERVILLE, NV 89410. The Real Property tax identification number is 1220-04-517-056.

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

**TO INCREASE LOAN AMOUNT TO \$400,000.00.**

**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



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

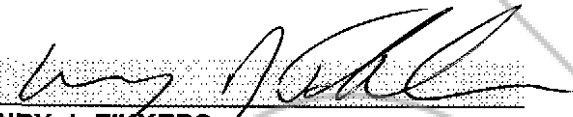
Loan No: 1300022652

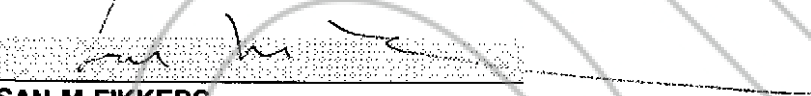
Page 4

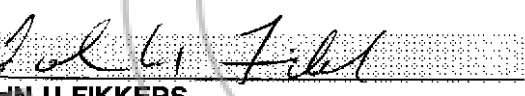
above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all 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.

**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 NOVEMBER 13, 2006.**

**GRANTOR:**

X   
HENRY J FIKKERS

X   
SUSAN M FIKKERS

X   
JOHN U FIKKERS

**LENDER:**

**HERITAGE BANK OF NEVADA**

X \_\_\_\_\_  
Authorized Officer



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

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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.

**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 NOVEMBER 13, 2006.**

**GRANTOR:**


X \_\_\_\_\_  
HENRY J FIKKERS

X \_\_\_\_\_  
SUSAN M FIKKERS

X \_\_\_\_\_  
JOHN U FIKKERS

**LENDER:**

**HERITAGE BANK OF NEVADA**

X   
Authorized Officer  
BRANDEN MARTIN

MODIFICATION OF DEED OF TRUST  
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Washoe

)  
) SS  
)

This instrument was acknowledged before me on November 20, 2006 by  
Branden Martin as designated agent of Heritage Bank  
of Nevada.



Kathryn Kolbet  
(Signature of notarial officer)  
Notary Public in and for State of NV

(Seal, if any)



MODIFICATION OF DEED OF TRUST  
(Continued)

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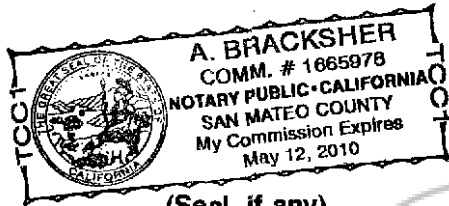
INDIVIDUAL ACKNOWLEDGMENT

STATE OF California

COUNTY OF San Mateo

)  
) SS  
)

This instrument was acknowledged before me on November 13, 2006 by HENRY J FIKKERS; SUSAN M FIKKERS; and ~~JOHN U FIKKERS~~.



(Seal, if any)

A Bracksher

(Signature of notarial officer)

Notary Public in and for State of California

MODIFICATION OF DEED OF TRUST  
(Continued)

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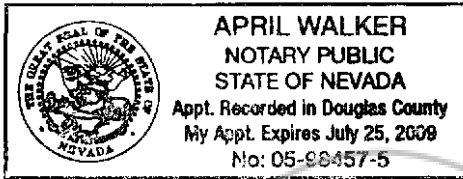
LENDER ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Douglas

)  
) SS  
)

This instrument was acknowledged before me on November 15, 2006 by John U. Filkers as designated agent of \_\_\_\_\_



(Seal, if any)

April Walker  
(Signature of notarial officer)  
Notary Public in and for State of NV