

DOC # 0692444
01/09/2007 04:07 PM Deputy: PK

OFFICIAL RECORD
Requested By:
NORTHERN NEVADA TITLE CO

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

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-0107 PG- 2713 RPTT: 0.00



FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT: Second Amendment to Deed of Trust, Assignment of Rents
and Security Agreement

**SAID DOCUMENT IS BEING RE-RECORDED TO ADD THE
SIGNATURE OF THE TRUSTEE**

WHEN RECORDED MAIL TO:

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

DOC # 0691544
12/26/2006 02:31 PM Deputy: CF
OFFICIAL RECORD
Requested By:
NORTHERN NEVADA TITLE CO

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

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 4 Fee: 17.00
BK-1206 PG- 9094 RPTT: 0.00

FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT: Second Amendment to Deed of Trust, Assignment of Rents
and Security Agreement

WHEN RECORDED MAIL TO:

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

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PG- 2714

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

This Second 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 December 15, 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 recorded on September 29, 2005, in Book 0905 at Page 11704, as Document Number 0656268, Official Records of Douglas County, Nevada, as amended by that one certain First Amendment to Deed of Trust, Assignment of Rents and Security Agreement dated as of January 11, 2006 and recorded on January 27, 2006, in Book 0106 at Page 9283, as Document Number 0666671, Official Records of Douglas County, Nevada, for the purpose of securing payment of indebtedness from Trustor to Beneficiary (collectively, the "Deed of Trust"). 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.

B. As a result of additional costs incurred and to be incurred by the Trustor in connection with 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 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. **Future Advance Note.** The indebtedness secured by the Deed of Trust shall include the following Future Advance Note:

That certain promissory note dated December 15, 2006 wherein Trustor appears as Borrower and Beneficiary appears as Lender, in the principal sum of Three Hundred Ninety-Nine Thousand Five Hundred and No/100 Dollars (\$399,500.00) 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 and as amended by the Second Amendment to Loan Agreement dated as of December 15, 2006 between Trustor and Beneficiary, to which reference is here made for all purposes.

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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 Second 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:

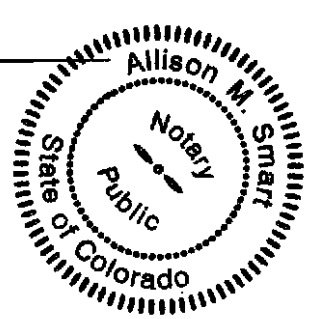
WELLS FARGO BANK, NATIONAL
ASSOCIATION

By Jeff Franklin
Jeff Franklin, Vice President

STATE OF COLORADO §
 §
 §
COUNTY OF EL PASO §

The above and foregoing Second Amendment to Deed of Trust, Assignment of Rents and Security Agreement was acknowledged before me this 17th day of December, 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

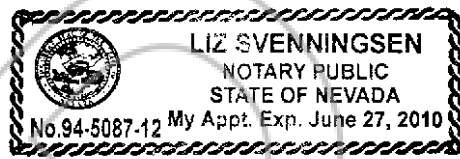
STATE OF NEVADA §
Carson City §
COUNTY OF DOUGLAS §

The above and foregoing Second Amendment to Deed of Trust, Assignment of Rents and Security Agreement was acknowledged before me this 9th day of ~~December~~ January, 2007 by Susan K Kiernan, Secty/Treasurer of Northern Nevada Title Company, a corporation, on behalf of said corporation.



Notary Public

My Commission Expires: 6-27-10



STATE OF TEXAS §
COUNTY OF WICHITA §

The above and foregoing Second Amendment to Deed of Trust, Assignment of Rents and Security Agreement was acknowledged before me this 15th day of December, 2006 by Jeff Franklin, Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of said association.





Notary Public

My Commission Expires:

AFTER RECORDING, RETURN TO:

Sherrill, Crosnoe & Goff
P.O. Drawer 97511
Wichita Falls, TX 76307-7511
ATTN: R. Ken Hines, Esq.

U:\ccs\WELLSFARGO\Bencor Projects\Bencor Waterloo, Gardnerville, NV\2nd Amendment\DT - 2nd Amd 12-14-06 Final.wpd