DOC # 04/20/2007 03:35 PM OFFICIAL RECORD Requested By: STEWART TITLE

Douglas County - NV

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

Werner Christen - Recorder Page: 1 BK-0407

 $0f_{i}$ 4

PG- 6557 RPTT:

17.00 0.00

Title

04-03-2007

Date

Assessor Parcel No(s): 1418-10-810-023

RECORDATION REQUESTED BY:

First Independent Bank of Nevada, Commercial Lending, 5335 Kietzke Lane, Reno, NV 89511

WHEN RECORDED MAIL TO:

First Independent Bank of Nevada, Commercial Lending, 5335 Kietzke Lane, Reno, NV 89511

SEND TAX NOTICES TO:

First Independent Bank of Nevada, Commercial Lending, 5335 Kietzke Lane, Reno, NV 89511

FOR RECORDER'S USE ONLY

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 3, 2007, is made and executed between Jeffrey T. Harris and Judith A. Harris, Trustees of the Harris Family Trust dated June 17, 1995 ("Grantor") and First Independent Bank of Nevada, whose address is Commercial Lending, 5335 Kietzke Lane, Reno, NV 89511 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 31, 2005 (the "Deed of Trust") which has been recorded in Douglas County, State of Nevada, as follows:

A Construction Deed of Trust recorded with the Douglas County Recorder on June 8, 2005 as document number 0646318 and Modification Deed of Trust of even date herewith.

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

Lot 18, as shown on the map of GLENBOOK UNIT NO. 1, filed in the office of the County Recorder of Douglas County, on June 1, 1977, as Document No. 09693.

The Real Property or its address is commonly known as 222 South Meadows Rd., Glenbrook, NV 89413.

## MODIFICATION OF DEED OF TRUST (Continued)

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

Loan is hereby coverted from a draw down line of credit to a revolving line of credit. 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 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 APRIL 3, 2007.

**GRANTOR:** 

HARRIS FAMILY TRUST

Loan No: 17013590

By:

Jeffrey 7. Harris, Trustee of Harris Family Trust

Du.

Judith A. Harris, Trustee of Harris Family Trust

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## MODIFICATION OF DEED OF TRUST

Loan No: 17013590 (Continued) Page 3 LENDER: FIRST INDEPENDENT BANK OF NEVADA TRUST ACKNOWLEDGMENT COUNTY OF Clark ) SS This instrument was acknowledged before me on Lipho 12, 2007 by Jeffrey T. Harris, Trustee and Judith A. Harris, Trustee of Harris Family Trust, as designated trustees of Harris Family Trust. NOTARY PUBLIC STATE OF NEVADA County of Clark M. GEORGE (Signature of notarial officer) Appt. No. 02-74694-1 My Appt. Expires Jan. 16, 2010 Notary Public in and for State of \_\_\_\_\_\_ (Seal, if any)

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Loan No: 17013590	ODIFICATION OF DEED OF TRU (Continued)	Page 4
	LENDER ACKNOWLEDGMENT	Γ \
STATE OF	ada	_ \ \
COUNTY OF Ula	shoe	) SS
This instrument was acknow	rledged before me on 4-/(- as designated agen	t of First Index-
	A. DUELKS	Duells
Notary Public Appointment Reco	C - State of Nevada orded in Washoe County	gnature of notarial officer) and for State of <u>Musalq</u>
(Seal, if any)	Notely Public II	rand for State of

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