

OFFICIAL RECORD

Requested By:

STEWART TITLE

APN: 1320-29-501-001

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wells Fargo Bank, National
Association
Real Estate Group
2033 North Main Street
Suite 400
Walnut Creek, CA 94596

Attn: Lynette K. S. Ikeda
Loan No. 101929

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 6 Fee: 19.00
BK-0907 PG- 2963 RPTT: 0.00



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**MEMORANDUM OF MODIFICATION AGREEMENT
AMENDING DEED OF TRUST
AND ADDENDUM TO DEED OF TRUST**

**MEMORANDUM OF MODIFICATION AGREEMENT
AMENDING DEED OF TRUST**

The undersigned declare that they have entered into a modification agreement dated of even date herewith, wherein provision is made for (a) amendment of that certain deed of trust dated June 13, 2005 and executed by Borrower, as Trustor, to American Securities Company of Nevada, a Nevada corporation, as Trustee, in favor of Wells Fargo Bank, National Association, as Beneficiary, which was recorded on September 1, 2005, as Instrument No. 0654022, in Book 0905, at Page 81, in the Official Records of Douglas County, Nevada, and/or (b) amendment of certain obligations secured by that deed of trust. This instrument is a memorandum of the modification agreement, and the same is incorporated herein by this reference with the same effect and as though set forth herein in its entirety.

Exhibit B to the Deed of Trust entitled cross-default/cross-collateralization rider ("Rider") is hereby deleted in its entirety and replaced with a revised Rider marked as Exhibit A attached hereto to cross-default/cross-collateralize all loans under Borrower, or Hanser Investments LLC, a Nevada limited liability company, or Valley Vista 7, LLC, a Nevada limited liability company or any of its affiliates approved by Lender.

Dated as of: August 29, 2007

"BENEFICIARY/LENDER"

Wells Fargo Bank, National Association

By: Deven Mays
Deven Mays, Senior Vice President

"BORROWER/TRUSTOR"

Monterra 270, LLC, a Nevada limited liability company

By: Syncon Homes, a Nevada corporation, Manager

By: Andrew W. Mitchell CFO
Andrew W. Mitchell, Chief Financial Officer

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

CROSS-DEFAULT/CROSS-COLLATERALIZATION RIDER

Exhibit B to Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of June 13, 2005, executed by Monterra 270, LLC, a Nevada limited liability company, as Trustor, to American Securities Company of Nevada, a Nevada corporation, as Trustee, for the benefit of Wells Fargo Bank, National Association, as Beneficiary ("Deed of Trust").

- (1.1) **ADDITIONAL SECURITY-OBLIGATIONS SECURED BY OTHER DEED OF TRUST.** In addition to the obligations secured by this Deed of Trust and described as "Secured Obligations" therein, this Deed of Trust shall also secure the payment and performance of all obligations secured by that certain deed of trust ("Other Deed of Trust 1") made by Hanser Investments LLC, a Nevada limited liability company, as trustor, to American Securities Company of Nevada, a Nevada corporation, as trustee, for the benefit of Wells Fargo Bank, National Association, as beneficiary, dated as of July 26, 2006, recorded July 31, 2006 as Instrument Number 356906 in the Office of the County Recorder of Carson City County, Nevada (Loan No. 103548).
- (1.2) In addition to the obligations secured by this Deed of Trust and described as "Secured Obligations" therein, this Deed of Trust shall also secure the payment and performance of all obligations secured by that certain deed of trust ("Other Deed of Trust 2") made by Valley Vista 7, LLC, a Nevada limited liability company, as trustor, to American Securities Company of Nevada, a Nevada corporation, as trustee, for the benefit of Wells Fargo Bank, National Association, as beneficiary, dated as of December 14, 2006, recorded December 26, 2006 as Instrument Number 0691497 in the Office of the County Recorder of Douglas County, Nevada (Loan No. 103979).
- (1.3) In addition to the obligations secured by this Deed of Trust and described as "Secured Obligations" therein, this Deed of Trust shall also secure the payment and performance of all obligations secured by that certain deed of trust ("Other Deed of Trust 3") made by Valley Vista 7, LLC, a Nevada limited liability company, as trustor, and Syncon Homes, a Nevada corporation, as non-borrower trustor, to American Securities Company of Nevada, a Nevada corporation, as trustee, for the benefit of Wells Fargo Bank, National Association, as beneficiary, dated as of August 15, 2007, to be recorded in the Office of the County Recorder of Douglas County, Nevada (Loan No. 104632).
- (1.4) In addition to the obligations secured by this Deed of Trust and described as "Secured Obligations" therein, this Deed of Trust shall also secure the payment and performance of all obligations secured by that certain deed of

trust ("Other Deed of Trust 4") made by Monterra 270, LLC, a Nevada limited liability company, as trustor, to American Securities Company of Nevada, a Nevada corporation, as trustee, for the benefit of Wells Fargo Bank, National Association, as beneficiary, to be recorded in the Office of the County Recorder where the property is located (Loan No. Future).

(1.5) In addition to the obligations secured by this Deed of Trust and described as "Secured Obligations" therein, this Deed of Trust shall also secure the payment and performance of all obligations secured by that certain deed of trust ("Other Deed of Trust 5") made by Hanser Investments LLC, a Nevada limited liability company, as trustor, to American Securities Company of Nevada, a Nevada corporation, as trustee, for the benefit of Wells Fargo Bank, National Association, as beneficiary, to be recorded in the Office of the County Recorder where the property is located (Loan No. Future).

(1.6) In addition to the obligations secured by this Deed of Trust and described as "Secured Obligations" therein, this Deed of Trust shall also secure the payment and performance of all obligations secured by that certain deed of trust ("Other Deed of Trust 6") made by Valley Vista 7, LLC, a Nevada limited liability company, as trustor, to American Securities Company of Nevada, a Nevada corporation, as trustee, for the benefit of Wells Fargo Bank, National Association, as beneficiary, to be recorded in the Office of the County Recorder where the property is located (Loan No. Future).

Other Deeds of Trust 1 - 6 shall hereinafter be collectively referred to as "Other Deed of Trust".

(2) ADDITIONAL SECURITY - OBLIGATIONS SECURED BY DEED OF TRUST. In addition to the obligations secured by the Other Deed of Trust, the Other Deed of Trust shall also secure the payment and performance of all obligations secured by this Deed of Trust.

(3) DEFAULT - OTHER DEED OF TRUST. A Default under the Other Deed of Trust, as defined therein, shall, at Beneficiary's option, constitute a Default under this Deed of Trust.

(4) DEFAULT - DEED OF TRUST. A Default under this Deed of Trust shall, at Beneficiary's option, constitute a Default under the Other Deed of Trust.

(5) WAIVER OF MARSHALLING RIGHTS. Trustor waives all rights to have all or part of the Subject Property and Collateral described in the Deed of Trust and/or the Other Deed of Trust marshalled upon any foreclosure of the Deed of Trust or the Other Deed of Trust. Beneficiary shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of the Subject Property and

Collateral described in either or both of said deeds of trust as a whole or in separate parcels, in any order that Beneficiary may designate. Trustor makes this waiver for itself, for all persons and entities claiming through or under Trustor and for persons and entities who may acquire a lien or security interest on all or any part of the Subject Property and Collateral described in either of said deeds of trust, or on any interest therein.

- (6) WARRANTIES AND REPRESENTATIONS. Trustor represents and warrants that the lien of the Other Deed of Trust is a first lien on the property described therein and covered thereby and that the provisions of this Deed of Trust will not cause intervening liens to become prior to the lien of the Other Deed of Trust. If any intervening lien exists or hereafter arises, Trustor shall cause the same to be released or subordinated to the lien of the Other Deed of Trust, without limiting any other right or remedy available to Beneficiary.

Trustor further warrants that Trustor has no legal or equitable claim against any trustor named in the Other Deed of Trust which would be prior to the lien of the Other Deed of Trust, or which would entitle Trustor to a judgment entitling Trustor to an equitable lien on all or any portion of that property prior in lien to the Other Deed of Trust.

- (7) NON-IMPAIRMENT. Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of the Other Deed of Trust and the other loan documents executed in connection therewith shall remain in full force and effect.

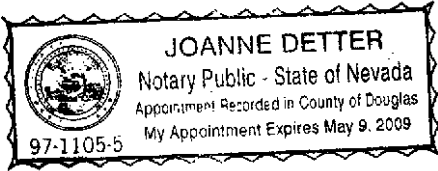
- (8) LIEN OF DEED OF TRUST AND OTHER DEED OF TRUST. Trustor and Beneficiary acknowledge and agree that: this Deed of Trust shall constitute a lien or charge upon only that property described herein as the "Subject Property"; and the Other Deed of Trust shall constitute a lien or charge upon only that property described therein as the "Subject Property".

STATE OF NEVADA

SS.

COUNTY OF Douglas

This instrument was acknowledged before me on August 30, 2007, by Andrew W. Mitchell as CFO of Syncon Homes a Nevada corporation



Signature Joanne Detter
Notary Public for Nevada

My commission expires May 9, 2009

STATE OF CALIFORNIA

SS.

COUNTY OF Contra Costa

On this 6th day of September, 2007, before me, Kathy J. Parsons, a Notary Public in and for the State of California, personally appeared Deven Mays personally

known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Kathy J. Parsons

My commission expires May 25, 2008

