

APN No. 1320-33-301-003

**WHEN RECORDED, MAIL TO:**

Colonial Bank, N.A.  
229 Kingsbury Grade  
Stateline, Nevada 89449

DOC # 716663  
01/24/2008 12:23PM Deputy: PK  
**OFFICIAL RECORD**  
Requested By:  
NORTHERN NEVADA TITLE CC  
Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 6 Fee: 19.00  
BK-108 PG-4803 RPTT: 0.00



The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

DO-105L500-0L

**MODIFICATION TO DEED OF TRUST AND SECURITY AGREEMENT  
AND FIXTURE FILING WITH ASSIGNMENT OF RENTS**

**THIS AGREEMENT** is made as of the <sup>21<sup>st</sup></sup> day of January, 2008, by and between **VGR LIMITED PARTNERSHIP**, a Nevada limited partnership, and **1243 HIGH SCHOOL LLC**, a Nevada limited liability company, as trustor (collectively, the "Trustor"), and **COLONIAL BANK, N.A.**, as beneficiary (the "Beneficiary").

**WITNESSETH:**

**WHEREAS**, on October 26, 2005, Trustor did make, execute and deliver to Beneficiary, that certain Deed of Trust and Security Agreement and Fixture Filing With Assignment of Rents and recorded on October 31, 2005, in Book 1005, Page 13804, as Document No. 659242, Official Records of Douglas County, Nevada (the "Deed of Trust"), encumbering certain real property situate in such county and state, which Deed of Trust secures, among other obligations, payment of that certain Promissory Note Secured By Deed of Trust (the "Note") dated October 26, 2005, in the original principal amount of \$1,700,000.00, made by Trustor, payable to the order of Beneficiary; and

Hale Lane Peck Dennison and Howard  
Attorneys and Counsellors at Law  
Reno, Nevada  
(775) 327-3000

**WHEREAS**, the parties have concurrently herewith amended the Note and the Loan Agreement and desire to modify the Deed of Trust as hereinafter set forth;

**NOW, THEREFORE**, for a value received, the parties agree as follows:

1. Any capitalized words or terms used but not otherwise defined herein shall have the meaning given to such words or terms in the Note or the Deed of Trust.
2. The maximum committed amount under the Note has been increased from \$1,643,833.67 to \$1,700,000.00 as the result of an additional advance of principal under the Loan evidenced by the Note in the amount of \$56,166.33 and the monthly payments of principal and interest under the Note have been amended.
3. Any reference in the Deed of Trust to the "Note" shall mean the Note as amended by the Amendment To Promissory Note Secured By Deed of Trust of even date herewith. Any reference in the Deed of Trust to the "Loan Agreement" shall mean the Loan Agreement as amended by the Amendment to Loan Agreement of even date herewith.
4. Except as herein modified, the Deed of Trust remains in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**COLONIAL BANK, N.A.**



By: \_\_\_\_\_

**CRAIG SCHORR**  
Its: Tahoe Area President

**"Beneficiary"**

2

Hale Lane Peek Dennison and Howard  
Attorneys and Counsellors at Law  
Reno, Nevada  
(775) 327-3000

:ODMA\PCDOCS\HLRNODOCS\70300512  
svn\17408\0250\1-08\moddeed



BK-108  
PG-4804


716663 Page: 2 of 6 01/24/2008

**VGR LIMITED PARTNERSHIP, a  
Nevada limited partnership**

**By: SVG LLC, a Nevada limited  
liability company, General Partner**

**By:**   
**PATRICIA D. CLARK**  
**Member/Manager**

**1243 HIGH SCHOOL LLC, a Nevada limited  
liability company**

**By:**   
**PATRICIA D. CLARK**  
**Member**


**By:**   
**JAY DACRE MARRIAGE**  
**Member**

**"Trustor"**




**CONSENT**

The undersigned hereby consent to the foregoing Modification to Deed of Trust and Security Agreement and Fixture Filing With Assignment of Rents and acknowledge and agree that their obligations under that certain Guarantee dated October 26, 2005, executed in connection with the Note remain in full force and effect and include the increase in the maximum committed amount under the note and such Guarantee is hereby so amended.

  
\_\_\_\_\_  
**PATRICIA D. CLARK**

  
\_\_\_\_\_  
**JAY DACRE MARRIAGE**

  
\_\_\_\_\_  
**PATRICIA D. CLARK, Trustee of the  
PATRICIA D. CLARK 1995 TRUST dated  
September 8, 1995**

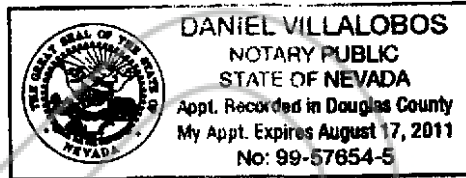
  
\_\_\_\_\_  
**JAY DACRE MARRIAGE, Trustee of THE JAY  
DACRE MARRIAGE REVOCABLE TRUST  
dated August 26, 2002**



STATE OF NEVADA )  
 )ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on JANUARY 18, 2008,  
by Craig Schorr, as Tahoe Area President of Colonial Bank, N.A.

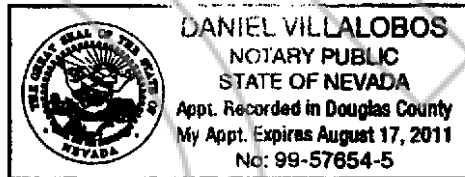
[Signature]  
Notary Public  
My Commission Expires: AUG. 17, 2011



STATE OF NEVADA )  
 )ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on JANUARY 18, 2008, by  
Patricia D. Clark, as Member/Manager of SVG LLC, General Partner of VGR Limited Partnership.

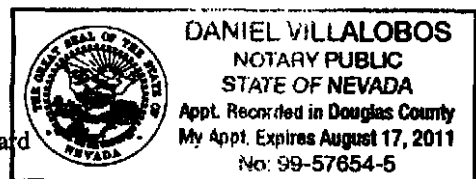
[Signature]  
Notary Public  
My Commission Expires: AUG 17, 2011



STATE OF NEVADA )  
 )ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on JANUARY 18, 2008, by  
Patricia D. Clark, as Member of 1243 High School LLC.

[Signature]  
Notary Public  
My Commission Expires: AUG. 17, 2011



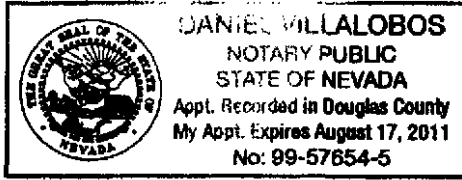
5

Hale Lane Peek Dennison and Howard  
Attorneys and Counsellors at Law  
Reno, Nevada  
(775) 327-3000

ODMA\PCDOCS\HLRNODOCS\70300512  
svn\17408\0250\1-08\moddeed



BK-108  
PG-4807



STATE OF NEVADA )  
 )ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on January 18, 2008, by Jay Dacre Marriage, as Member of 1243 High School LLC.

[Signature]  
Notary Public  
My Commission Expires: 8/17/2011

Hale Lane Peek Dennison and Howard  
Attorneys and Counsellors at Law  
Reno, Nevada  
(775) 327-3000

ODMA\PCDOCS\HLRNODOCS\703005\2  
svn\17408\0250\1-08\moddeed

