

DOC # 0721279
04/11/2008 02:58 PM Deputy: GB
OFFICIAL RECORD
Requested By:
MARQUIS TITLE & ESCROW INC

APN No. 1320-33-719-023

282038 SLG
WHEN RECORDED, MAIL TO:
Colonial Bank, N.A.
2330 S. Virginia Street
Reno, Nevada 89502

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 6 Fee: 19.00
BK-0408 PG-2928 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)

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

THIS AGREEMENT is made as of the 31 day of March, 2008, by and between **CLASSIC HOMES NEVADA, INC.**, a Nevada corporation, as trustor (the "Trustor"), and **COLONIAL BANK, N.A.**, as beneficiary (the "Beneficiary").

WITNESSETH:

WHEREAS, on February 9, 2007, 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 February 15, 2007, in Book 0207, Page 5106, as Document No. 695090, 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 February 9, 2007, in the original principal amount of \$735,000.00, made by Trustor, payable to the order of Beneficiary; and

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;

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

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 reduced to \$245,000.00, the Maturity Date of the Note has been extended, and the interest rate floor under the Note has 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 referenced in the Deed of Trust to the "Loan Agreement" shall mean the Loan Agreement as amended by the Amendment to Construction 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: 

DENNIS D. HARMS

Its: Senior Vice President/Manager

"Beneficiary"

CLASSIC HOMES NEVADA, INC., a Nevada corporation

By: 

BRUCE R. SUTHERLAND

Its: Vice President

"Trustor"

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

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BK- 0408
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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 February 9, 2007, executed in connection with the Note remain in full force and effect.



DOUGLAS M. SUTHERLAND



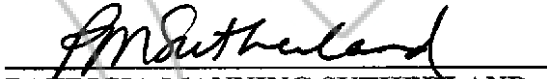
PATRICIA M. SUTHERLAND



BRUCE R. SUTHERLAND



**DOUGLAS M. SUTHERLAND, Trustee of the
SUTHERLAND FAMILY TRUST dated
August 14, 1998, as amended and restated**



**PATRICIA MANNING SUTHERLAND,
Trustee of the SUTHERLAND FAMILY TRUST
dated August 14, 1998, as amended and restated**

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on April 10, 2008,
by Dennis D. Harms, as Senior Vice President/Manager of Colonial Bank, N.A..



Mary E. Moore
Notary Public
My Commission Expires: Aug. 9, 2010

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2008, by
Bruce R. Sutherland, as Vice President of Classic Homes Nevada, Inc.

*please see attached
certificate. NP*

Notary Public
My commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

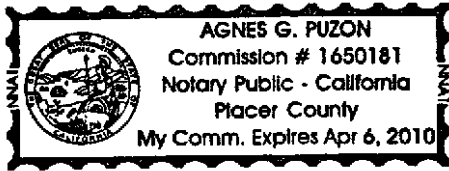
State of California

County of Placer

On April 4, 2008 before me, Agnes G. Puzon, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Bruce R. Sutherland
Name(s) of Signer(s)

who proved to me 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Modification of Deed of Trust and Security Agreement

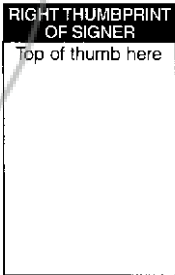
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

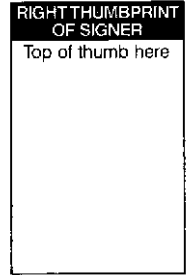
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

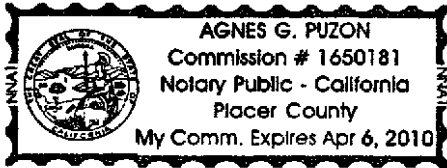
State of California

County of Placer }

On April 4, 2008 before me, Agnes G. Puzon, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Douglas M. Sutherland and
Name(s) of Signer(s)
Patricia M. Sutherland

who proved to me 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Agnes G. Puzon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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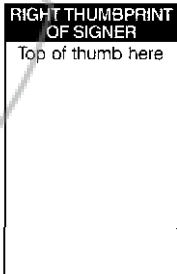
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

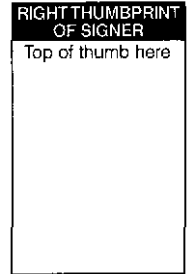
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____