

DOC # 725484  
06/20/2008 09:48AM Deputy: PK  
**OFFICIAL RECORD**  
Requested By:  
STEWART TITLE - DOUGLAS  
Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 5 Fee: 18.00  
BK-608 PG-5378 RPTT: 0.00

The undersigned hereby affirms that this document submitted for recording does not contain any personal information.



Assessor Parcel No(s): 1320-33-402-041

**RECORDATION REQUESTED BY:**  
Heritage Bank of Nevada, 1401 S. Virginia, Reno, NV 89502

**WHEN RECORDED MAIL TO:**  
Heritage Bank of Nevada, 1401 S. Virginia, Reno, NV 89502

*1009299TA/KH*  
*050502654*

**FOR RECORDER'S USE ONLY**

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated June 17, 2008, is made and executed between **MARK S CHASE** and **KATHRYN G CHASE, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH THE RIGHT OF SURVIVORSHIP ("Grantor")** and **Heritage Bank of Nevada, whose address is 1401 S. Virginia, Reno, NV 89502 ("Lender")**.

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated November 18, 2005 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

**RECORDED DECEMBER 9, 2005 AS DOCUMENT #0662798.**

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

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS, DESCRIBED AS FOLLOWS:

SITUATED IN AND BEING A PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B.&M., LYING IN THE TOWN OF GARDNERVILLE, DOUGLAS COUNTY, NEVADA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

COMMENCING AT THE TOWN MONUMENT TO THE TOWN OF GARDNERVILLE AT THE SO CALLED DETTLING CORNER, THENCE FROM SAID MONUMENT NORTH 44 54' WEST ALONG THE CENTERLINE OF MAIN STREET A DISTANCE OF 602.08 FEET TO A POINT; THENCE NORTH 48\0degrees20' EAST A DISTANCE OF 434.87 FEET TO A POINT ON THE

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SOUTHERLY RIGHT OF WAY LINE OF EDDY STREET; WHICH IS THE NORTHWEST CORNER OF THE PARCEL AND POINT OF BEGINNING, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS BEARING NORTH 32 14'40" WEST A DISTANCE OF 844.33 FEET FROM THE AFORESAID TOWN MONUMENT; THENCE NORTH 45 57' EAST ALONG THE SOUTHERLY SIDE OF EDDY STREET RIGHT OF WAY LINE AS ESTABLISHED A DISTANCE OF 128.00 FEET TO A POINT AT THE NORTHEAST CORNER OF THE PARCEL AND THE TERMINUS OF EDDY STREET; THENCE SOUTH 44 39' EAST ALONG THE PROPERTY LINE A DISTANCE OF 130.00 FEET TO A POINT AT THE SOUTHEAST CORNER OF THE PARCEL; THENCE SOUTH 45 57' WEST AND PARALLEL WITH EDDY STREET A DISTANCE OF 128.00 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE PARCEL; THENCE NORTH 44 39' WEST ALONG THE PROPERTY LINE A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING

IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED MARCH 28, 1995, AS FILE NO. 358846, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA

The Real Property or its address is commonly known as 1243 EDDY STREET, GARDNERVILLE, NV 89410. The Real Property tax identification number is 1320-33-402-041.

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

**TO INCREASE LOAN AMOUNT TO \$340,000.00.**

**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 JUNE 17, 2008.**



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**GRANTOR:**

X *Mark S Chase*  
MARK S CHASE

X *Kathryn D Chase*  
KATHRYN D CHASE

**LENDER:**

**HERITAGE BANK OF NEVADA**

X *M. M. M.*  
Authorized Officer



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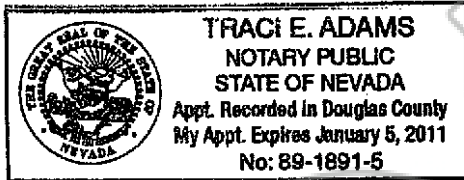
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Douglas

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) SS  
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This instrument was acknowledged before me on June 19, 2008 by MARK S CHASE and KATHRYN G CHASE.



(Seal, if any)

*Traci E. Adams*

(Signature of notarial officer)

Notary Public in and for State of Nevada



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PG-5381

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(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Washoe

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) SS  
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This instrument was acknowledged before me on June 17, 2008 by Mark  
Mekipben, VP, Commercial Loan Officer of **Heritage Bank of Nevada**, as designated  
agent of **Heritage Bank of Nevada**.



Larissa Smith  
(Signature of notarial officer)

Notary Public in and for State of NV

(Seal, if any)

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PG-5382