

DOC # 735871  
01/15/2009 02:10PM Deputy: DW  
OFFICIAL RECORD  
Requested By:  
MARQUIS TITLE  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 2 Fee: 15.00  
BK-109 PG-2887 RPTT: 0.00



Assessors Parcel No(s): 1420-05-201-002  
Escrow No.: 273475

When Recorded Mail To:  
Terrence C. Marino  
P.O. Box 1973  
Zephyr Cove, Nevada 89448

THIS DOCUMENT IS RECORDED AS AN ACKNOWLEDGMENT  
AND WITHOUT LIABILITY FOR THE CORRECTNESS  
THEREOF OR AS TO THE VALIDITY OF THE INSTRUMENT  
OR PAID INSTRUMENT OR FOR THE REFERENCE TO  
RECORDING ON THE TITLE OF THE PROPERTY.

#### MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST is dated this 14th day of January, 2009, by and between Anne Sullivan, a married woman, as her sole and separate property (referred to below as "Trustor(s)"), whose address is P.O. Box 805 Carson City, Nevada 89702 and Terrence C. Marino, an unmarried man (referred to below as "beneficiary(ies)"), whose address is P.O. Box 19736 Zephyr Cove, Nevada 89448.

Whereas, said Trustor(s) have heretofore, to-wit, executed that certain Deed of Trust in favor of said Beneficiary(ies) dated March 27, 2008 and was recorded on March 28, 2008, as Document No. 720510, Official Records of Carson County, State of Nevada, affecting that real property in the County of Carson County, State of Nevada, legal description more particularly set forth as follows:

Parcel 2, as shown on Parcel Map for LYLA FERN JOHNSON, recorded May 23, 1986, in Book 586, Page 2506, as Document No. 135298, of Official Records, Douglas County, State of Nevada.

Said Deed of Trust is securing that certain Promissory Note (here-in-after referred to as "Note") dated March 28, 2008, in the original principal amount of \$ 350,000.00 executed by Trustor(s) in favor of Beneficiary(ies) herein, together with all renewals, extensions, modifications, refinancing and substitutions for the Note, whereby said Note and Deed of Trust securing same are hereby modified as follows:

#### EXTENSION OF THE MATURITY DATE TO March 1, 2009

BORROWER HAS HANDED TO THE SELLER THE SUM OF \$ 22,500.00 AS GOOD FAITH FOR THE EXTENSION OF THE MATURITY DATE OF THE ABOVE REFERENCED ESCROW. WHEN ESCROW CLOSES THE SUM OF \$ 22,500.00 SHALL BE CREDITED TO THE LOAN AS PART OF THE PAYOFF. IN THE EVENT THE ESCROW DOES NOT CLOSE THE SUM OF \$ 22,500.00 SHALL BE DEEMED NO-REFUNDABLE.

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 Beneficiary(ies) to this Modification does not waive Beneficiary's right to require strict performance of The Deed of Trust as changed above nor obligate Beneficiary(ies) 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. It is the intention of Beneficiary(ies) 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 Beneficiary(ies) 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 Beneficiary(ies) 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 of modification but also to all such subsequent actions.

EACH TRUSTOR AND BENEFICIARY ACKNOWLEDGES HAVING READ THE PROVISIONS OF THE MODIFICATIONS OF DEED OF TRUST, AND EACH TRUSTOR AND BENEFICIARY AGREES TO ITS TERMS.

TRUSTOR(S):

Anne Sullivan  
ANNE SULLIVAN

BENEFICIARY(IES):

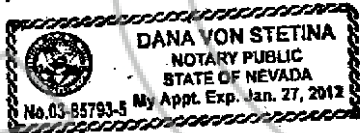
Terrence C. Marino  
TERRENCE C. MARINO

State of Nevada

County Of Carson City

On Jan 14, 2009, Before me, a Notary Public, personally appeared Anne Sullivan and Terrence C. Marino personally known (or proven) to me to be the person(s) whose name is subscribed to the above instrument who acknowledged that he executed the instruments.

Dana Von Stetina  
Notary



THIS DOCUMENT IS RECORDED AS AN ACKNOWLEDGMENT AND WITHOUT LIABILITY FOR THE CORRECTNESS THEREOF OR AS TO THE VALIDITY OR SUFFICIENCY OF SAID INSTRUMENT OR FOR THE EFFECT OF RECORDING ON THE TITLE OF THE PROPERTY THEREON.



BK-109  
PG-2888