

A. P. No. 1320-27-001-018
No. 1013643

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 6 Fee: 19.00
BK-0509 PG- 6716 RPTT: 0.00

When recorded mail to:
Wells Fargo Home Mortgage
MACX 3802-03A
8480 Stage Coach Circle
Frederick, MD 21701
Loan #708-00066137993



AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)

 X Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

-OR-

The undersigned, hereby affirm(s) that this document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by the following:

Carol Costa
Signature
Carol Costa
Print Signature

Agent Escrow Agent
Title Escrow Officer

FIRST AMENDMENT TO DEED OF TRUST

On June 21, 2006, LAWRENCE L. REECE, Trustee of THE LAWRENCE L. REECE TRUST dated 10/21/1995, executed and delivered to WELLS FARGO BANK, N.A., a National Association, a Promissory Note in the principal sum of \$370,000.00. Said Promissory Note is secured by real property as evidenced by that certain Deed of Trust recorded June 30, 2006, as Document No. 678529, Official Records, Douglas County, Nevada, and wherein LAWRENCE L. REECE, Trustee of THE LAWRENCE L. REECE TRUST dated 10/21/1995, is "Trustor", UNITED TITLE OF NEVADA, is "Trustee", and WELLS FARGO BANK, N.A., a National Association, is "Beneficiary".

Said Deed of Trust encumbers that certain property situate in the County of Douglas, State of Nevada ("Original Legal Description"), more particularly described as follows:

Being a portion of the South ½ of the North East 1/4 of Section 27, Township 13 North, Range 20 East, M.D.B.&M., further described as follows:

Lot 8 as set forth on Final Subdivision Map PD #01-018 for GMG DEVELOPMENT, LLC, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on January 30, 2002, in Book 0102, Page 8899, as Document No. 533512.

EXCEPTING THEREFROM all minerals, oil, gas and other hydrocarbons as deeded to STOCK PETROLEUM CO., INC., in Document recorded March 13, 1980 in Book 380, Page 1315, as Document No. 42677, Official Records of Douglas County, Nevada.

Trustor has agreed to a boundary line adjustment modifying the legal description by releasing a small portion of the above described property and adding larger additional property to the above described property.

In accordance with the boundary line adjustment, Trustor and Beneficiary have agreed to a modification and amendment of said Deed of Trust to release a small portion of the encumbered property concurrently or substantially concurrently herewith, and to amend the legal description to include the additional property (the "Amended Legal Description"), to read in its entirety as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

NOW THEREFORE, in consideration of the premises, the mutual agreements contained herein, and with the express understanding that said Deed of Trust is valid and subsisting lien which will not be impaired by this modification, it is agreed between the parties hereto that the legal description of the land encumbered by said Deed of Trust and securing the Promissory Note described above is amended from the Original Legal Description to the Amended Legal Description, and in accordance therewith, the Trustor does hereby grant with the

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05/28/2009

power of sale to Trustee all the real property located in the County of Douglas, State of Nevada, and more particularly described on Exhibit "A" attached hereto.

In addition, the parties hereto agree to the following:

1. The Deed of Trust will encumber the property described in the Amended Legal Description as if such property had originally been described in the Deed of Trust.

2. Trustor hereby covenants, promises, agrees, and reaffirms: a) to pay the Note at the times, in the manner, and in all respects as therein provided; (b) to perform each and all of the covenants, agreements, and obligations in said Deed of Trust to be performed by the Trustors therein, at the time, in the manner, and in all respects as therein provided; and to be bound by each and all of the terms and provisions of said Note and Deed of Trust.

3. This Agreement does not constitute the creation of a new debt nor the extinguishment of the debt evidenced by said Note, nor does it in any way affect or impair the lien of said Deed of Trust, which Trustor acknowledges to be a valid and existing lien against the real property described in the Amended Legal Description as if such property had been originally described in the Deed of Trust and the lien of said Deed of Trust is agreed to continue in full force and effect, and the same shall so continue until fully satisfied.

4. Notwithstanding anything herein to the contrary, this Agreement shall not affect nor impair any representation in regard to any warranty of title heretofore made by the Trustor, all of which shall remain in force and insure to the benefit of the Deed of Trust and any insurer of the title to the property described in the Amended Legal Description or the lien of the Deed of Trust thereon.

5. The word "Note" as used herein, shall be construed to mean note, bond, extension or modification agreement, or other instrument evidencing the indebtedness herein referred to, and to include such instrument whether originally made and delivered to Beneficiary or assigned and/or endorsed to Beneficiary; and the word "Deed of Trust" shall be construed to mean Deed of Trust, mortgage, loan deed, or other instrument securing the indebtedness herein referred to, and to include



such instrument, whether originally made and delivered to Beneficiary, or made and delivered to some other Beneficiary or purchased by the Beneficiary and now owned by Beneficiary by virtue of any assignment to it. The Trustor referred to herein may be an original maker of the Note or any person obligated thereto by endorsement, assumption of debt, or otherwise.

6. Trustor shall pay all costs of the modification made hereby, to include without limitation, recording fees, as well as the cost of an endorsement to Beneficiary's policy of title insurance, insuring the continued first priority lien of the Deed of Trust subsequent to the recordation of this Agreement.

Except as hereby expressly modified, all the terms, covenants, conditions and provisions of the hereinabove described Deed of Trust shall remain in full force and effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, heirs and assigns.

DATED: April 21, 2009.

WELLS FARGO BANK, N.A.

By

Lorna L. Slaughter

Its Lorna L. Slaughter, Vice President

Lawrence L. Reece
Lawrence L. Reece, Trustee

By _____

Its _____

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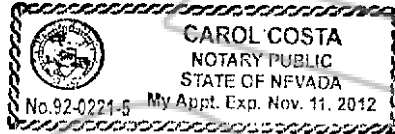
LAW OFFICES OF JUDITH A. OTTO, LTD. ♦ 1610 MONTCLAIR AVENUE, SUITE B ♦ RENO, NEVADA 89509



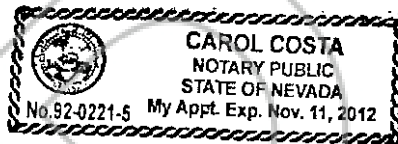
STATE OF Nevada
COUNTY OF Carson City ss

This instrument was acknowledged before me on
5-11, 2009, by LAWRENCE L. REECE, Trustee of THE
LAWRENCE L. REECE TRUST.

Carol Costa
Notary Public



STATE OF Maryland)
COUNTY OF Frederick) ss



This instrument was acknowledged before me on
April 21, 2009, by Lorna L. Slaughter as
Vice President of/for WELLS FARGO BANK, N.A.

Walter R. ...
Notary Public



STATE OF)
COUNTY OF) ss

This instrument was acknowledged before me on
_____, 2009, by _____ as
_____ of/for WELLS FARGO BANK, N.A.

Notary Public



**LEGAL DESCRIPTION
FOR
ADJUSTED LOT 8**

All that certain real property located within a portion of the South ½ of the Northeast ¼ of Section 27, Township 13 North, Range 20 East, M.D.M., further described as Lot 8 and portions of Lot 6 and Lot 7, as shown on that certain Final Subdivision Map PD#01-018 for GMG Development L.L.C., Filed for Record on January 30, 2002, in Book 102, at Page 8899, as document #533512, Official Records of Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a the southeast corner of Lot 7 as shown on that certain Final Subdivision Map, document #533512;

THENCE along the westerly R.O.W. line of Buckthorn Court, S.00°50'48"W., 40.00 to the beginning of a tangent curve concave to the northwest;

THENCE 37.82 feet along the arc of said curve, having a radius of 50.00 feet, through a central angle of 43°20'30" to a point of reverse curvature;

THENCE 90.77 feet along the arc of said curve, having a radius of 60.00 feet, through a central angle of 86°41'01" to a point of reverse curvature;

THENCE 37.82 feet along the arc of said curve, having a radius of 50.00 feet, through a central angle of 43°20'30" to a point of tangency;

THENCE S.00°50'48"W., 39.90 feet;

THENCE leaving the westerly R.O.W. line of Buckthorn Court, N.89°00'04"W., 608.92 feet;

THENCE N.02°55'10"W., 314.80 feet;

THENCE S.85°20'58"E., 386.30 feet;

THENCE S.75°31'12"E., 251.22 feet to a point on the westerly R.O.W. line of Buckthorn Court as shown on that certain Final Subdivision Map, document #533512 and **THE POINT OF BEGINNING**;

EXHIBIT "A"

