




Assessor's Parcel Number: 1318-10-411-002  
Escrow No. 1015779-24  
Recording Requested By:  
Armstrong Teasdale LLP  
Bruce A. Leslie, Chtd.  
317 S. 6<sup>th</sup> Street  
Las Vegas, NV 89101

*Please complete Affirmation Statement below:*

XXX I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

\_\_\_\_\_ I the undersigned hereby affirm that this document Submitted for recording contains the social security number of a person or persons as required by law: \_\_\_\_\_  
(state specific law)

  
Signature (Print under signature)  
Bruce A. Leslie

ATTNY  
Title

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### FIRST AMENDMENT OF DEED OF TRUST AND ASSIGNMENT OF RENTS

This Amendment of Deed of Trust and Assignment of Rents ("Amendment"), is made as of the 27 day of May, 2009 by and among Eugene Cleveland "Cleve" Canepa, an individual ("Canepa") and Ennis Jordan, an individual ("Jordan").

#### Background

Canepa and Jordan executed a Deed of Trust and Assignment of Rents dated September 19, 2008. That Deed of Trust was recorded in Douglas County, Document Number 0730385 in Book 0909 at Page 4546. That Deed of Trust referenced several times a "Settlement Amount". Also, it referenced in Section 2.01 a "Settlement Agreement." The parties on May 27, 2009 executed a Settlement Letter Agreement that is intended to be that Settlement Agreement, and this Amendment is recorded to amend the terms of the Deed of Trust to reflect the terms of the Settlement Agreement. *The legal description of the property is attached hereto as Exhibit A.*

*BAO*

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound hereby, Canepa agrees as follows:

1. Canepa restates and confirms the provisions of the Deed of Trust and incorporates, to the extent not in conflict herewith or amended hereby, its terms by reference.

2. The principal amount of the "Settlement Amount" as defined in the Deed of Trust is amended to be ONE MILLION FIFTY THOUSAND DOLLARS (\$1,050,000.00). That amount is reflected by a Secured Promissory Note ("Note"), the obligations of which, and the obligations of the Settlement Agreement, are secured hereunder. The "Settlement Agreement" is that Settlement Letter Agreement executed by the parties contemporaneously.

3. Section 3.01 is deleted and amended to provide that: "Canepa will pay the amounts set forth in the Note, and will punctually perform all obligations duties and responsibilities under the Note, Assignment of Claims, and Settlement Agreement."

4. The Deed of Trust is amended to add the following as Section 3.06:

"3.06 Other Encumbrances. Canepa shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Deed of Trust by which that security agreement is modified, amended, extended, or renewed without the prior written consent of Jordan. Canepa shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Jordan, excluding, however, the maximum principal amount of \$400,000.00 pursuant to a loan made by Great Basin Federal Credit Union, secured by a Revolving Credit Deed of Trust, and then only to the extent Jordan has subordinated his interest thereto."

5. Section 4.01 is deleted and amended to provide that: "In the event that Canepa fails to pay any amount due under the Note, Assignment of Claims or Settlement Agreement, or otherwise fails to perform any obligation or duty thereunder or breaches any representation, warranty or covenant thereunder, or there is an Event of Default under the Note, Jordan may without prior notice or demand, exercise, and is hereby authorized and empowered by Canepa to exercise, any and all remedies permitted by law or in equity, including without limitation the power of sale."

6. All references to "Schedule 1" are hereby amended to read "Exhibit B". Additionally, Exhibit B is amended to read:

**PERMITTED ENCUMBRANCES**

1. First Deed of Trust for a Revolving Credit Deed of Trust with Great Basin Federal Credit Union in a maximum principal balance not to exceed \$400,000.00.
2. None others.

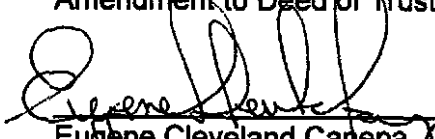
*BJD*



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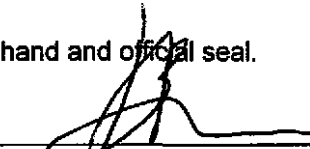
IN WITNESS WHEREOF, the undersigned hereby signs, seals and delivers this Amendment to Deed of Trust.

  
\_\_\_\_\_  
Eugene Cleveland Canepa

State of Nevada                    }  
  } ss.  
County of Washoe                }

This instrument was acknowledged before me on May 29, 2009  
by: Eugene Cleveland Canepa

WITNESS my hand and official seal.

Signature:   
\_\_\_\_\_  
Notary Public



(One Inch Margin on all sides of Document for Recorder's use Only)



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**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of Nevada, County of Douglas described as follows:

Lot 1, as shown on the map of ZEPHYR HEIGHTS, NO. 6, filed for record in the office of the County Recorder on October 30, 1963, as document No. 23747.

Together with that portion of Lot 14 of "Zephyr Heights No. 6 Subdivision" as shown by map thereof filed October 30, 1963, Document No. 23747, Douglas County, Nevada Records, lying with Section 10, Township 13 North, Range 18 East, M.D.B.M., Douglas County, Nevada and described as follows:

Beginning at the most southerly corner of Lot 1 in "Zephyr Heights No. 6 Subdivision" as shown by map thereof filed October 30, 1963, Document No. 23747, Douglas County, Nevada Records, said point being on the northerly right-of-way line of Lookout road (25.00 feet wide); thence along a curve concave to the southeast with a radius of 30 feet, a central angle of 13 degrees 46'43", and an arc length of 7.21 feet, the chord of said curve bears South 55 degrees 31'09" West 7.20 feet; thence North 65 degrees 00'00" West 76.96 feet; thence North 67 degrees 23'00" East 8.39 feet; thence South 65 degrees 00'00" East 76.96 feet to the Point of Beginning.

Reference is hereby made to Lot Line Adjustment Map recorded May 22, 1992, in Book 592, Page 3972, as Document No. 279281, Official Records of Douglas County, Nevada.

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"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED AUGUST 28, 1998, BOOK 598, PAGE 6467, AS FILE NO. 448279, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."



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