

A. P. No. 1320-29-215-003

DOC # 757622  
01/22/2010 03:05PM Deputy: PK  
OFFICIAL RECORD  
Requested By:  
FIRST AMERICAN TITLE MIN  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 6 Fee: 19.00  
BK-110 PG-4401 RPTT: 0.00

When recorded mail to:

Jayne Lyder, Successor Trustee  
2209 Avella Drive  
Sparks, NV 89434



Recording Requested By:

First American Title Insurance  
Company  
1673 Lucerne Street, Suite A  
Minden, Nevada 89423

Escrow No.

This instrument is being recorded as an  
"Accommodation Only" by First American  
Title Insurance Company and has not  
been examined as to its validity, execution  
or its effect upon title, if any.

**THIS DOCUMENT IS BEING SIGNED IN COUNTER PART AND SHALL BE DEEMED AS ONE ORIGINAL.**

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

  a   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:                                 .

Rishek L Thompson Agent     
R Thompson Title     
Print Signature

THIRD MODIFICATION AGREEMENT

THIS AGREEMENT made and entered into by and between  
Grantor: Jayne A. Lyder, Successor Trustee of The Lyle Lyder  
Family Trust dated June 16, 1991, hereinafter referred to as



"Lender," and Grantee, Lorisa Dawn Raschilla, as trustee of The L.D. Raschilla 2005 Trust, dated the 17<sup>th</sup> day of March, 2005, hereinafter referred to as "Borrower:"

WHEREAS, Borrower executed a certain Deed of Trust With Assignment of Rents dated January 6, 2006 in favor of Lender as security for a Promissory Note dated January 6, 2006 in the original principal amount of \$175,000.00 and which Deed of Trust With Assignment of Rents was recorded on January 12, 2006 in the records of the County of Douglas, State of Nevada, in Book 0106, at Page 4333, as Document Number 0665631;

WHEREAS, Lender provided an additional advance in the amount of \$80,000, which is evidenced by a Notice of Additional Advance which notice was recorded on October 16, 2006 in the records of the County of Douglas, State of Nevada, in Book 1006, at Page 5587 as Document Number 0686491;

WHEREAS, Lender and Borrower entered into a Modification Agreement extending the original due date from January 12, 2009 to January 12, 2012 as evidenced by a Modification Agreement recorded on July 10, 2008 in the records of the County of Douglas, State of Nevada, in Book 708, at Page 1617 as Document Number 0726508;

WHEREAS, Lender and Borrower entered into a second Modification Agreement changing the interest rate from eight percent (8%) to seven percent (7%) as evidenced by a Modification Agreement recorded on October 28, 2008 in the records of the County of Douglas, State of Nevada, in Book 1008, at Page 4568 as Document Number 0732117;

WHEREAS, Lender and Borrower desire to modify the terms of the Promissory Note and Deed of Trust With Assignment of Rents as modified previously.

NOW THEREFORE, Lender and Borrower agree that the terms of the Promissory Note and Deed of Trust With Assignment of Rents are modified as follows:

1. The interest rate is changed from seven percent (7%) to six percent (6%).
2. The principal owing under the note is \$205,000.00 as of 1/22, 2010.



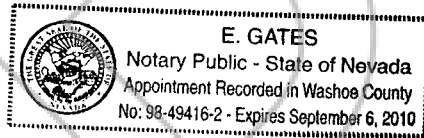
3. All other terms of the Promissory Note and Deed of Trust With Assignment of Rents remain in full force and effect.

FURTHER, it is agreed between the parties that this Agreement is hereby incorporated into the said Promissory Note and Deed of Trust with Assignment as previously modified and made a part thereof; and that all other terms, conditions, provisions and obligations of said Promissory Note and Deed of Trust with Assignment of Rents not modified are hereby ratified and confirmed by both Lender and Borrower.

LENDER:

*Jayne A. Lyder, Trustee*  
Jayne A. Lyder, Successor  
Trustee of The Lyle Lyder Family  
Trust dated June 16, 1991.

STATE OF NEVADA            )  
  ) SS  
COUNTY OF WASHOE        )



This instrument was acknowledged before me on Jan. 21, 2010, by Jayne A. Lyder, Successor Trustee of The Lyle Lyder Family Trust dated June 16, 1991.

*E. Gates*  
\_\_\_\_\_  
Notary Public

BORROWER:

\_\_\_\_\_  
Lorisa Dawn Raschilla, Trustee  
of The L. D. Raschilla 2005  
Trust dated the 17<sup>th</sup> day of  
March, 2005

STATE OF NEVADA            )  
  ) SS  
COUNTY OF WASHOE        )

This instrument was acknowledged before me on \_\_\_\_\_, 2010, by Lorisa Dawn Raschilla, Trustee of The L. D. Raschilla 2005 Trust dated the 17<sup>th</sup> day of March, 2005.

\_\_\_\_\_  
Notary Public



A. P. No. 1320-29-215-003

When recorded mail to:

Jayne Lyder, Successor Trustee  
2209 Avella Drive  
Sparks, NV 89434

Recording Requested By:

First American Title Insurance  
Company  
1673 Lucerne Street, Suite A  
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Escrow No.

This instrument is being recorded as an "Accommodation Only" by First American Title Insurance Company and has not been examined as to its validity, execution or its effect upon title, if any.

**THIS DOCUMENT IS BEING SIGNED IN COUNTER PART AND SHALL BE DEEMED AS ONE ORIGINAL**

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

   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: \_\_\_\_\_.

Rishele L. Thompson Agent \_\_\_\_\_  
R Thompson Title \_\_\_\_\_  
Print Signature

THIRD MODIFICATION AGREEMENT

THIS AGREEMENT made and entered into by and between  
Grantor: Jayne A. Lyder, Successor Trustee of The Lyle Lyder  
Family Trust dated June 16, 1991, hereinafter referred to as



"Lender," and Grantee, Lorisa Dawn Raschilla, as trustee of The L.D. Raschilla 2005 Trust, dated the 17<sup>th</sup> day of March, 2005, hereinafter referred to as "Borrower:"

WHEREAS, Borrower executed a certain Deed of Trust With Assignment of Rents dated January 6, 2006 in favor of Lender as security for a Promissory Note dated January 6, 2006 in the original principal amount of \$175,000.00 and which Deed of Trust With Assignment of Rents was recorded on January 12, 2006 in the records of the County of Douglas, State of Nevada, in Book 0106, at Page 4333, as Document Number 0665631;

WHEREAS, Lender provided an additional advance in the amount of \$80,000, which is evidenced by a Notice of Additional Advance which notice was recorded on October 16, 2006 in the records of the County of Douglas, State of Nevada, in Book 1006, at Page 5587 as Document Number 0686491;

WHEREAS, Lender and Borrower entered into a Modification Agreement extending the original due date from January 12, 2009 to January 12, 2012 as evidenced by a Modification Agreement recorded on July 10, 2008 in the records of the County of Douglas, State of Nevada, in Book 708, at Page 1617 as Document Number 0726508;

WHEREAS, Lender and Borrower entered into a second Modification Agreement changing the interest rate from eight percent (8%) to seven percent (7%) as evidenced by a Modification Agreement recorded on October 28, 2008 in the records of the County of Douglas, State of Nevada, in Book 1008, at Page 4568 as Document Number 0732117;

WHEREAS, Lender and Borrower desire to modify the terms of the Promissory Note and Deed of Trust With Assignment of Rents as modified previously.

NOW THEREFORE, Lender and Borrower agree that the terms of the Promissory Note and Deed of Trust With Assignment of Rents are modified as follows:

1. The interest rate is changed from seven percent (7%) to six percent (6%).
2. The principal owing under the note is \$205,000.00 as of 1/22, 2010.



3. All other terms of the Promissory Note and Deed of Trust With Assignment of Rents remain in full force and effect.

FURTHER, it is agreed between the parties that this Agreement is hereby incorporated into the said Promissory Note and Deed of Trust with Assignment as previously modified and made a part thereof; and that all other terms, conditions, provisions and obligations of said Promissory Note and Deed of Trust with Assignment of Rents not modified are hereby ratified and confirmed by both Lender and Borrower.

LENDER:

\_\_\_\_\_  
Jayne A. Lyder, Successor  
Trustee of The Lyle Lyder Family  
Trust dated June 16, 1991

STATE OF NEVADA        )  
                                  )SS  
COUNTY OF WASHOE    )

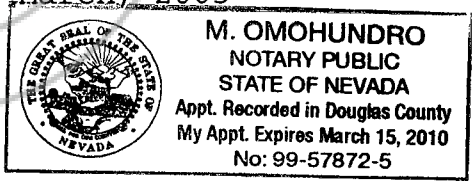
This instrument was acknowledged before me on \_\_\_\_\_, 2010, by Jayne A. Lyder, Successor Trustee of The Lyle Lyder Family Trust dated June 16, 1991.

\_\_\_\_\_  
Notary Public

BORROWER:

*Lorisa Dawn Raschilla TEE*  
\_\_\_\_\_  
Lorisa Dawn Raschilla, Trustee  
of The L. D. Raschilla 2005  
Trust dated the 17<sup>th</sup> day of  
March, 2005

STATE OF NEVADA        )  
                                  )SS  
COUNTY OF WASHOE    )  
*Douglas Co*



This instrument was acknowledged before me on 1/21/10, 2010, by Lorisa Dawn Raschilla, Trustee of The L. D. Raschilla 2005 Trust dated the 17<sup>th</sup> day of March, 2005.

*[Signature]*  
\_\_\_\_\_  
Notary Public