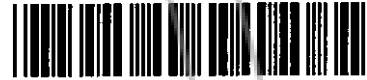


DOC # 836063
12/27/2013 02:23PM Deputy: AR
OFFICIAL RECORD
Requested By:
Northern Nevada Title CC
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$18.00
BK-1213 PG-5006 RPTT: 0.00

APN: 1220-11-001-002

When Recorded Return To:

Nevada State Bank Dept. 0853
Consumer Loan Serv.
2460 So. 3270 West
West Valley City, UT
84119



Do1100822TD

MODIFICATION OF DEED OF TRUST

THIS AGREEMENT is made as of the 26 day of September 2013, by and between Myron M. Rinasz, a single man, as Grantor (the "Grantor"), and NEVADA STATE BANK, as beneficiary (the "Beneficiary").

WITNESSETH:

WHEREAS, on November 28, 2006, Grantor did make, execute and deliver to Beneficiary, that certain Deed of Trust, recorded on December 26, 2006, Book 1206, Page 9012, as Document No. 691527, Official Records of Douglas County, Nevada (the "Deed of Trust"), encumbering certain real property situate in such county and state, which Deed of Trust secures, among other obligations, payment of that certain Promissory Note dated November 28, 2006, in the original principal amount of \$370,000.00, made by Grantor, payable to the order of Beneficiary; and

WHEREAS, the parties desire to modify the Deed of Trust as hereinafter set forth;

NOW, THEREFORE, for a value received, the parties agree as follows:

1. Any capitalized words or terms used but not otherwise defined herein shall have the meaning given to such words or terms in the Note or the Deed of Trust.
2. The description of the Real Property encumbered by the Deed of Trust is hereby amended and expanded to that shown in Exhibit "A" attached hereto and by this reference made a part hereof, which Real Property Grantor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust, for the benefit of Beneficiary, with power of sale and right of entry and possession to the same extent as if such Real Property was originally described in and encumbered by the Deed of Trust.
3. Except as herein modified, the Deed of Trust remains in full force and effect.

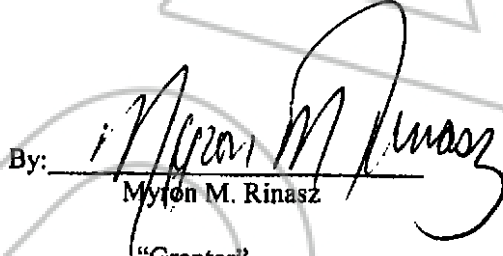


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NEVADA STATE BANK

By: 

"Beneficiary"

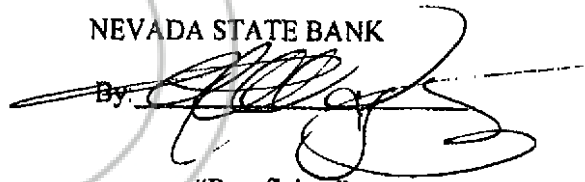
By: 
Myron M. Rinasz

"Grantor"

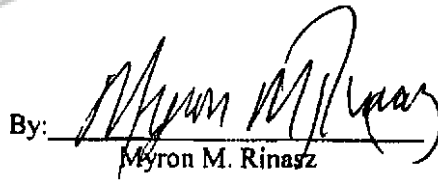
CONSENT

The undersigned hereby consents to the foregoing Modification to Deed of Trust and acknowledges and agrees that its obligations under that certain Guaranty Agreement dated November 28, 2006, executed in connection with the Note remain in full force and effect.

NEVADA STATE BANK

By: 

"Beneficiary"

By: 
Myron M. Rinasz

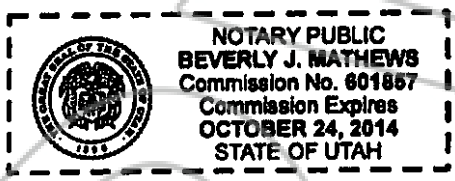
"Grantor"



State of Utah }
County of Salt Lake } ss.

This instrument was acknowledged before me on November 4, 2013
By, L. Merrill Riggs, Vice President of Nevada
State Bank

Signature *Beverly J. Mathews*
Notary Public



State of Nevada }
County of Douglas } ss.

This instrument was acknowledged before me on November 20, 2013
By, Myron M. Rinasz

Signature *Sherry Ackermann*
Notary Public

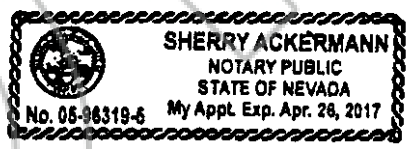




EXHIBIT "A"

All that certain real property situated in the County of Douglas, State of Nevada, described as follows:

Township 12 North, Range 20 East, M.D.B.&M.:

Section 2: Those portions of the East 1/2 of the West 1/2 lying Westerly of the Allerman Canal traversing said lands as established and existing in 1978.

Excepting that portion of the East 1/2 of the West 1/2 conveyed to Henry Godecke and Edward Godecke, by the H.F.

Dangberg Land and Livestock Company, by Deed recorded December 28, 1917, Book P of Deeds, Page 476, Douglas County, Nevada.

Further excepting: That portion of said premises described in the Deed to Edward Godecke, et ux, recorded November 5, 1946, Book Y of Deeds, Page 51, Douglas County, Nevada.

Further excepting therefrom: That portion of said premises described in Deed to Raymond Smith, Trustee, recorded January 9, 1989, Book 189, Page 892, Document No. 194050, Official Records of Douglas County, Nevada.

Section 11: Those portions of the West 1/2 of the Northeast 1/4 and the East 1/2 of the Northwest 1/4 and the Northwest 1/4 of the Southeast 1/4 lying Westerly of the Allerman Canal traversing said lands as established and existing in 1978.

Excepting the portion of the Northeast 1/4 of the Northwest 1/4 conveyed to Henry Godecke and Edward Godecke by the H.P. Dangberg Land and Livestock Company, by Deed recorded December 28, 1917, Book P of Deeds, Page 476, Douglas County, Nevada.

Further excepting: That portion of said premises described in the Deed to Edward Godecke, et ux, recorded November 5, 1946, Book T of Deeds, Page 51, Douglas County, Nevada.

Further excepting that portion of the Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 conveyed to Wayne C. Matley and wife, by Deed recorded November 15, 1963, Book 20, Page 557, Official Records of Douglas County, Nevada.

Note: Legal description previously contained in Document No. 808180, recorded August 28, 2012 in Book 812, page 7082, Official Records of Douglas County State of Nevada.



TOGETHER WITH **PARCEL 1** as set forth on Record of Survey to Support a Boundary Line Adjustment recorded DECEMBER 27, 2013 in Book 1213 Page 4905 as Document No. 836049, Official Records of Douglas County, State of Nevada . Said parcel of land lying within the N 1/2 of Section 11, T. 12 N., R. 20 E., M. D. B. & M., Douglas County, Nevada and more particularly described as follows:

Commencing at the NE Corner of Section 11, T. 12 N., R. 20 E., M. D. B. & M; thence S 52°44'19" W a distance of 3,947.77 feet to a 5/8" rebar with cap stamped PLS 3090 which is the TRUE POINT OF BEGINNING; thence S 69°43'00" E a distance of 132.05 feet; thence S 33°00'33" E a distance of 273.60 feet to a 5/8" rebar with cap stamped PLS 3090; thence S 89°45'56" W a distance of 235.74 feet to a 5/8" rebar with cap stamped PLS 3090; thence N 07°39'59" W a distance of 278.67 feet to the TRUE POINT OF BEGINNING.

Note: The hereinabove mete and bounds legal description previously contained in Document No. 836050, recorded DECEMBER 27, 2013 in Book 1213, Page 4906, Official Records of Douglas County State of Nevada.

TOGETHER WITH **PARCEL 2** as set forth on Record of Survey to Support a Boundary Line Adjustment recorded DECEMBER 27, 2013 in Book 1213 Page 4905 as Document No. 836049, Official Records of Douglas County, State of Nevada . Said parcel of land lying within the N 1/2 of Section 11, T. 12 N., R. 20 E., M. D. B. & M., Douglas County, Nevada and more particularly described as follows:

Commencing at the NE Corner of Section 11, T. 12 N., R. 20 E., M. D. B. & M thence S 64°38'39" W a distance of 4,115.82 feet to a 5/8" rebar with cap stamped PLS 3090 which is the TRUE POINT OF BEGINNING; thence S 00°43'11" W a distance of 274.49 feet to a 5/8" rebar with cap stamped PLS 3090; thence S 46°16'10" W a distance of 85.26 feet to a nail and tag stamped PLS 3090 on the top of a post; thence N3 1°09'09" W a distance of 310.37 feet to a 5/8" rebar with cap stamped PLS 3090; thence N 73°16'34" E a distance of 235.58 feet to the TRUE POINT OF BEGINNING.

Note: The hereinabove mete and bounds legal description previously contained in Document No. 836050, recorded DECEMBER 27, 2013 in Book 1213, Page 4906, Official Records of Douglas County State of Nevada.