

DOUGLAS COUNTY, NV

2015-855405

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STEWART TITLE LAS VEGAS WARM SPRINGS

KAREN ELLISON, RECORDER

ASSESSOR'S PARCEL NUMBER: 1419-00-001-033

The undersigned hereby affirms that this document, including any exhibits, hereby submitted for recording DOES NOT contain the social security number of a person or persons as required by law.

UPON RECORDATION RETURN TO:

Bank of the West
Lyly Her
CBG LMO Fresno
6873 N. West Avenue, Suite 102
Fresno, California 93711

MAIL TAX STATEMENTS TO:

John J. Ascuaga
P.O. Box 797
Sparks, Nevada 89432

AMENDMENT TO DEED OF TRUST

This AMENDMENT TO DEED OF TRUST (this "Amendment") dated as of **December 15, 2014**, is an amendment of that certain Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Leases and Rents dated July 23, 2009 and recorded on July 24, 2009 in the Official Records of Douglas County, State of Nevada as Document No. 747728 (as previously amended, modified or supplemented, the "Deed of Trust"), by **John J. Ascuaga and Rose L. Ascuaga, as Co-Trustees under the John J. Ascuaga Family Trust Agreement (as Restated) dated December 14, 2005**, with an address of **150 Jacks Valley Ranch Road, Carson City, Nevada 89705** (the "Trustor") in favor of Stewart Title of Nevada Holdings, Inc., a Nevada corporation (the "Trustee") for the use and benefit of Bank of the West, a California banking corporation, with an address of 6873 N. West Ave., Suite 102, Fresno, California 93711 (the "Beneficiary").

The Deed of Trust encumbers certain real property located at **150 Jacks Valley Ranch Road, Carson Valley, Nevada 89423** (the "Address(es)") as more particularly described in Exhibit A attached hereto.

The Trustor and Beneficiary have agreed to modify the Deed of Trust in accordance with the terms of this Amendment.

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JohnJAscuagaFamilyTrust_3159



1. The defined term "Credit Agreement" in the Deed of Trust is modified to mean collectively the (a) Loan and Security Agreement ("Loan Agreement"), dated as of December 15, 2014, entered into between Trustor and Beneficiary, and (b) Term Note ("Note"), dated as of December 15, 2014, made by Trustor for the benefit of Beneficiary; and all references in the Deed of Trust to the Credit Agreement shall mean collectively the Loan Agreement and Note.

2. The maximum aggregate principal sum secured by the Deed of Trust is reduced from \$4,000,000.00 to \$800,000.00; and all references in the Deed of Trust to the sum of \$4,000,000.00 being the "maximum aggregate principal sum" or words of similar import shall mean \$800,000.00.

3. The defined term "Interest Rate Swap Agreement" is modified to mean an interest rate swap agreement, including the ISDA Master Agreement and Schedule to ISDA Master Agreement, dated as of December 18, 2014, between Borrower and Lender, together with all confirmations, amendments, riders, exhibits, supplements, schedules and attachments to such ISDA Master Agreement and related documents, made from time to time ("2014 Swap Agreement"); and all references in the Deed of Trust to the Interest Rate Swap Agreement shall mean the 2014 Swap Agreement.

All of the terms, covenants, provisions, representations, warranties, and conditions of the Deed of Trust, as amended or modified hereby, are ratified, acknowledged, confirmed, and continued in full force and effect as if fully restated herein.

[Signatures and acknowledgments appear on following pages.]



EXECUTED to be effective as of the date first above written.

Trustor:

John J. Ascuaga and Rose L. Ascuaga, as Co-Trustees under The John J. Ascuaga Family Trust Agreement (as Restated) dated December 14, 2005

By: John J. Ascuaga
John J. Ascuaga, Co-Trustee

By: Rose L. Ascuaga
Rose L. Ascuaga, Co-Trustee

STATE OF NEVADA)
COUNTY OF Washoe)ss.

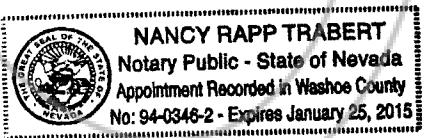
The foregoing instrument was acknowledged before me this 31 day of December, 2014, by John J. Ascuaga, Co-Trustee of The John J. Ascuaga Family Trust Agreement (as Restated) dated December 14, 2005, a Nevada Trust, on behalf of such Trust.



Nancy R. Trabert NOTARY PUBLIC
MY COMMISSION EXPIRES: Jan 25, 2015
Nancy R. Trabert
TYPE OR PRINT NAME

STATE OF NEVADA)
COUNTY OF Washoe)ss.

The foregoing instrument was acknowledged before me this 31 day of December, 2014, by Rose L. Ascuaga, Co-Trustee of The John J. Ascuaga Family Trust Agreement (as Restated) dated December 14, 2005, a Nevada Trust, on behalf of such Trust.



Nancy R. Trabert NOTARY PUBLIC
MY COMMISSION EXPIRES: Jan 25, 2015
Nancy R. Trabert
TYPE OR PRINT NAME



Accepted:

Bank of the West

By: Robin I. Flourney
Name Robin Flourney
Title Vice President

STATE OF CALIFORNIA)
)ss.
COUNTY OF _____)

On _____, 2014, before me, _____,
personally appeared Robin Flourney who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person acted, executed the
instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Stanislaus)

On 1/5/15 before me, L.K. Hasley, Notary Public - - - -,
Date Here Insert Name and Title of the Officer

personally appeared Robin T. Flournoy - - - - -
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

[Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amendment to Deed ^{of Trust} Document Date: 12/15/14
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robin T. Flournoy
 Corporate Officer — Title(s): Vice Pres.
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____
Bank of the West

Signer Is Representing: _____

EXHIBIT "A"
Property Description

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

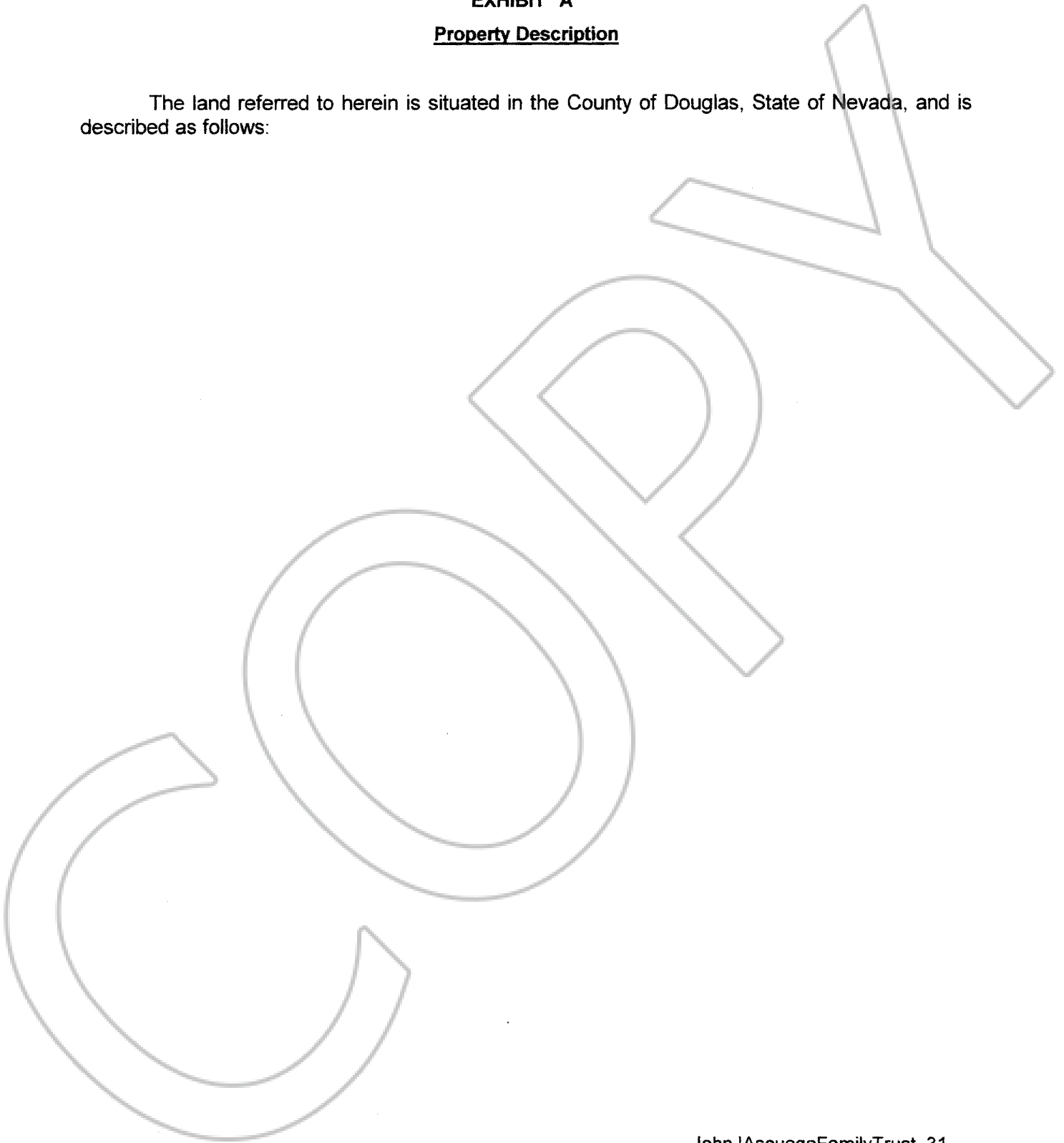


Exhibit A
LEGAL DESCRIPTION

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

Township 14 North, Range 19 East, M.D.&M.

SECTION 9: The South half of the Southeast quarter.

EXCEPTING THEREFROM the following described parcel of land:

A portion of the Southeast quarter of said Section 9 which is described as follows:

Commencing at the corner common to Sections 9, 10, 15 and 16 in said Township and Range; thence Northerly along the line common to Sections 9 and 10 a distance of 340.00 feet to an iron bar on the Section line; the True Point of Beginning; thence Westerly, normal to said Section line, 217.80 feet; thence Northerly along a line parallel to said Section line 200.00 feet; thence Easterly along a line normal to said Section line, 217.80 feet to said Section line; thence Southerly along said Section line 200.00 feet to the True Point of Beginning.

SECTION 14: All land lying West of Jacks Valley Road in the South half of the Northwest quarter and the Southwest quarter.

SECTION 15: The West half; the East half, EXCEPTING THEREFROM all land lying North of the following described line:

Commencing at the one-quarter common to Sections 10 and 15; thence South 0°08' West along the fence line a distance of 3152.00 feet to a fence corner; the Point of Beginning; thence North 71°09' East along the fence line 2796.49 feet to a point on the West line of Section 14, the Point of Ending.

SECTION 16: The East half.

SECTION 21; The Northeast quarter of the Northeast quarter.

SECTION 22: The Northeast quarter of the Northwest quarter; the North half of the Northeast quarter.

SECTION 23: All land lying West of Jacks Valley Road in the North half of the Northwest quarter.

TOGETHER WITH a non-exclusive easement for roadway purposes as conveyed to Lawrence B. Grant by Deed recorded April 17, 1969, in Book 66, Page 66, Document No. 44186, Official Records.

Said easement was assigned of record to John J. Ascuaga, et ux, by Assignment recorded April 17, 1969, in Book 66, Page 76, as Document No. 44190 of Official Records.

Assessor's Parcel No. 1419-00-001-033

"In compliance with Nevada Revised Statutes 111.312, the herein above legal description was taken from instrument recorded April 17, 1969, in Book 66, Page 70, as File No. 44188, and recorded December 2, 1971, Book 94, Page 108, as File No. 55767, Recorded in the Official Records of Douglas County, Nevada"

