

DOUGLAS COUNTY, NV

2015-857786

Rec:\$20.00

\$20.00 Pgs=7

03/05/2015 09:37 AM

DRI TITLE & ESCROW

KAREN ELLISON, RECORDER

The undersigned hereby affirms that this document submitted for recording does not contain any personal information.

Assessor Parcel No(s): 1220-10-401-002

**RETURN TO:**  
DRI Title & Escrow  
13057 W. Center Rd., Ste #1  
Omaha, NE 68144

**RECORDATION REQUESTED BY:**

State Farm Bank, F.S.B.; NMLS Company ID 139716; One State Farm Plaza; Bloomington, IL 61710

**WHEN RECORDED MAIL TO:**

~~State Farm Bank, F.S.B., P O Box 5961, Madison, WI 53705-0961~~

**SEND TAX NOTICES TO:**

PETER O SMITH; SYLVIA L SMITH; and THE PS SMITH REVOCABLE TRUST DATED FEBRUARY 1, 2006; 1039 DRESSLERVILLE RD; GARDNERVILLE, NV 89460-8992

FOR RECORDER'S USE ONLY

1478346-1020786 DRF 76997273920635

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated February 11, 2015, is made and executed between PETER O SMITH and SYLVIA L SMITH, not personally but as Trustees on behalf of THE PS SMITH REVOCABLE TRUST DATED FEBRUARY 1, 2006; and PETER O SMITH, SYLVIA L SMITH; as Husband and Wife ("Grantor") and State Farm Bank, F.S.B., whose address is NMLS Company ID 139716, One State Farm Plaza, Bloomington, IL 61710 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated February 1, 2006 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

**RECORDED IN THE AMOUNT OF \$50.000 ON 3-23-2006, AS DOCUMENT NUMBER 0670560, IN BOOK 306 AT PAGE 8215 IN THE DOUGLAS COUNTY RECORDS**

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in DOUGLAS County, State of Nevada:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

ALL THOSE PARCELS OF LANDS SITUATED IN AND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10 AND THE SOUTHEAST 1/4 OF SECTION 9, ALL IN TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

**MODIFICATION OF DEED OF TRUST  
(Continued)**

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ALL THAT PORTION OF PARCEL C AND D OF THAT CERTAIN PARCEL MAP RECORDED OCTOBER 25, 1978, IN BOOK 1078, PAGE 2187, AS DOCUMENT NO. 26727, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL C; THENCE SOUTH 00° 15' 00" EAST 147.00 FEET; THENCE NORTH 88° 56' 24" WEST 339.22 FEET; THENCE SOUTH 75° 20' 00" WEST 332.65 FEET TO A POINT ON THE EASTERLY LINE OF DRESSLERVILLE ROAD; THENCE ALONG THE EASTERLY LINE OF DRESSLERVILLE ROAD ALONG A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 340 FEET, A CENTRAL ANGLE OF 4° 12' 50", AND AN ARC LENGTH OF 25.01 FEET, THE CHORD OF SAID CURVE BEARS NORTH 19° 52' 23" WEST 25.00 FEET; THENCE NORTH 75° 20' 00" EAST 331.75 FEET; THENCE NORTH 21° 55' 34" WEST 127.62 FEET; THENCE SOUTH 89° 51' 45" EAST 395.55 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE RIGHT-OF-WAY AND EASEMENT OVER, THROUGH, ACROSS AND UPON ALL THAT CERTAIN LOT, OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. & M., BEING THAT PORTION LYING NORTH AND EAST OF THE OUTSIDE RIGHT-OF-WAY LINE ON THE CURVE OF THE COUNTY ROAD KNOWN AS DRESSLERVILLE ROAD; COMMENCING AT THE SOUTHEAST CORNER OF THE PARCEL KNOWN AS THE HOUGH PROPERTY AND FROM WHICH THE SOUTHWEST CORNER OF SECTION 10 BEARS 50° 15' 00" EAST, 986.43 FEET; THENCE ON A CURVE TO THE LEFT FROM A TANGENT BEARING OF NORTH 0° 15' 00" WEST WITH A RADIUS OF 340.00 FEET THROUGH AN ANGLE OF 13° 18' 08" FOR A LENGTH OF 78.93 FEET TO THE TRUE POINT OF BEGINNING, THENCE ON A BEARING OF NORTH 75° 20' 00" EAST A LENGTH OF 25.00 FEET, THENCE NORTHWEST ALONG A LINE PARALLEL TO THE OUTSIDE RIGHT-OF-WAY LINE FOR A LENGTH OF 50.00 FEET, THENCE SOUTH 75° 20' 00" WEST FOR A LENGTH OF 25.00 FEET; THENCE SOUTHEAST ALONG THE RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. LOCATION OF RIGHT-OF-WAY AND EASEMENT AREA SHOWN ON PARCEL MAP FOR HOLLY A. HOUGH UNDER FOOTNOTE NO. 4.

THIS LEGAL DESCRIPTION WAS TAKEN FROM THE VESTING DEED WHICH WAS RECORDED ON NOVEMBER 6, 1987, AS DOCUMENT NUMBER 165884 IN THE DOUGLAS COUNTY RECORDER'S OFFICE.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENT, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

This legal description was prepared by: KELLY WALSH, PROCESSOR.

The Real Property or its address is commonly known as 1039 DRESSLERVILLE RD, GARDNERVILLE, NV 89460-8992. The Real Property tax identification number is 1220-10-401-002.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:

**MODIFICATION OF DEED OF TRUST  
(Continued)**

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**THE MATURITY DATE WILL BE EXTENDED TO FEBRUARY 28, 2040**

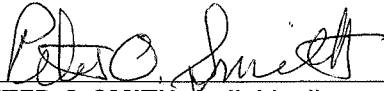
**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

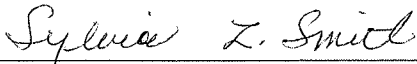
**ADDITIONAL EVENT OF DEFAULT/ACCELERATION.** We can terminate your Credit Line Account and require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if the property is not owner occupied as your primary residence.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 11, 2015.**

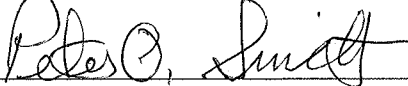
MODIFICATION OF DEED OF TRUST  
(Continued)

GRANTOR:

X   
PETER O SMITH, Individually

X   
SYLVIA L SMITH, Individually

THE PS SMITH REVOCABLE TRUST DATED FEBRUARY 1, 2006

By:   
PETER O SMITH, Trustee of THE PS SMITH  
REVOCABLE TRUST DATED FEBRUARY 1, 2006

By:   
SYLVIA L SMITH, Trustee of THE PS SMITH  
REVOCABLE TRUST DATED FEBRUARY 1, 2006

LENDER:

STATE FARM BANK, F.S.B.

X   
Authorized Officer

**STEVEN W. HAHN**  
**HOME EQUITY MANAGER**

MODIFICATION OF DEED OF TRUST  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Douglas

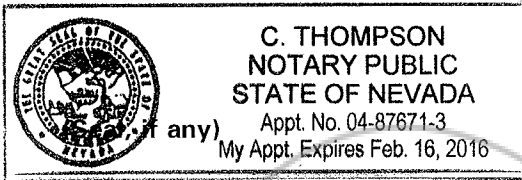
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This instrument was acknowledged before me on 02-11-2015 by **PETER O SMITH** and **SYLVIA L SMITH**, as Husband and Wife.

C. Thompson

(Signature of notarial officer)

C. Thompson  
Notary Public in and for State of NV



MODIFICATION OF DEED OF TRUST  
(Continued)

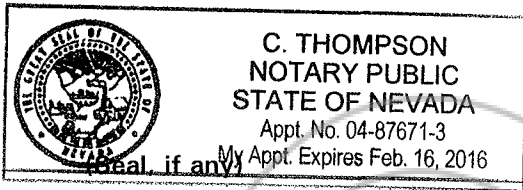
TRUST ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Douglas

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) SS  
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This instrument was acknowledged before me on 02-11-2015 by **PETER O SMITH**, Trustee of **THE PS SMITH REVOCABLE TRUST DATED FEBRUARY 1, 2006** and **SYLVIA L SMITH**, Trustee of **THE PS SMITH REVOCABLE TRUST DATED FEBRUARY 1, 2006**, as designated trustees of **THE PS SMITH REVOCABLE TRUST DATED FEBRUARY 1, 2006**.



C. Thompson  
(Signature of notarial officer)  
C. Thompson  
Notary Public in and for State of NV

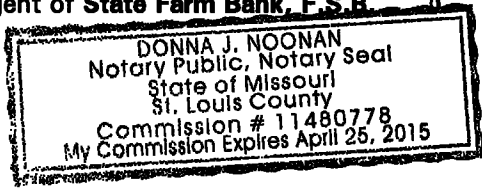
MODIFICATION OF DEED OF TRUST  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Missouri  
COUNTY OF St. Louis

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) SS  
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This instrument was acknowledged before me on February 24, 2015 by Steven W. Nahn, Manager of State Farm Bank, F.S.B., as designated agent of State Farm Bank, F.S.B.



Donna J. Noonan  
(Signature of notarial officer)  
Donna J. Noonan  
Notary Public in and for State of Missouri

(Seal, if any)

MLO Name Ethel Dodson  
NMLS# 640156  
MLS Company Name  
MLO Company ID NMLS#  
State Farm Bank, FSB, NMLS#139716