

APN No. 1320-08-410-022

DOUGLAS COUNTY, NV **2015-860192**
Rec:\$24.00
\$24.00 Pgs=11 04/15/2015 09:01 AM
ETRCO, LLC
KAREN ELLISON, RECORDER

**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**

Branch Banking And Trust Company
Asset Resolution Group
3931 RCA Blvd., Suite 3102
Palm Beach Gardens, FL 33410
Attn: John E. Breitfelder, Jr.

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

070365- RTO

MODIFICATION TO DEED OF TRUST

THIS AGREEMENT is made as of the 5th day of April, 2015, by and between **BERKICH PROPERTIES, LLC**, a Nevada limited liability company, as grantor (the "Grantor"), and **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation, successor in interest to Colonial Bank by acquisition of assets from the FDIC as Receiver for Colonial Bank, as beneficiary (the "Beneficiary").

W I T N E S S E T H :

WHEREAS, on May 2, 2005, Grantor did make, execute and deliver to Colonial Bank, N.A. ("Colonial Bank") that certain Deed of Trust and recorded on May 2, 2005, as Document No. 643271, Official Records of Douglas County, Nevada (as modified from time to time, 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 (as amended from time to time, the "Note") dated May 2, 2005, in the original principal amount of \$183,000.00, made by Grantor, payable to the order of Colonial Bank;

WHEREAS, Beneficiary has succeeded to all of Colonial Bank's right, title and interest in, to and under the Deed of Trust and the Note by acquisitions of assets from the FDIC as Receiver for

1
Holland & Hart LLP
Reno, Nevada
(775) 327-3000

Colonial Bank; and

WHEREAS, the parties have concurrently herewith amended the Note and 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 maturity date of the Note has been extended to April 5, 2020, and the terms of the Note have been otherwise amended concurrently herewith.
3. Any reference in the Deed of Trust to the "Note" shall mean the Note as amended by the Amendment To Promissory Note of even date herewith
4. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one document.
5. 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.

**BRANCH BANKING AND TRUST COMPANY,
a North Carolina banking corporation, successor
in interest to Colonial Bank by acquisition of assets
from the FDIC as Receiver for Colonial Bank**


By: _____
JOHN E. BRENFELDER, JR.
Its: Senior Vice President

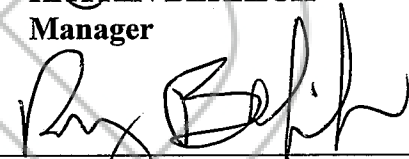
"Beneficiary"

BERKICH PROPERTIES, LLC, a Nevada limited liability company

By: 
MICHAEL BERKICH
Manager

By: 
KIMBERLY BERKICH
Manager

By: 
KATRIN BERKICH
Manager

By: 
RYAN J. BERKICH
Manager

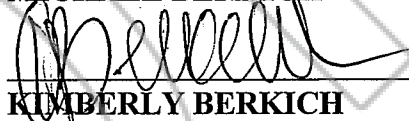
"Grantor"

CONSENT

The undersigned Guarantors hereby consent to the foregoing Modification to Deed of Trust (the "Modification") and acknowledge and agree that their obligations under those certain Commercial Guaranties (the "Guaranties") executed in connection with the Note remain in full force and effect. Each of the undersigned does hereby waive, release, relinquish and forever discharge Beneficiary, its parents, subsidiaries, and affiliates, and their respective past, present and future directors, officers, agents, employees, insurers, attorneys, representatives, successors and assigns, and each and all thereof (collectively, the "Released Parties"), of an from any and all manner of action or causes of action, suits, claims, demands, judgments, damages, levies and executions of whatsoever kind, nature and/or description arising on or before the date of the Modification, including, without limitation, any claims, losses, costs or damages, including compensatory and punitive damages, in each case whether known or unknown, liquidated or unliquidated, fixed or contingent, direct or indirect, which the undersigned, or any legal representative, successor or assign, ever had or now has or may claim to have against any of the Released Parties, with respect to any matter whatsoever, including, without limitation, the Guaranties, this Consent, or any course of conduct or obligations prior to the date of the Modification. Each of the undersigned acknowledges (i) receipt of the advice of independent counsel, or the opportunity to obtain such advice, before entering into this Consent and (ii) no reliance upon Beneficiary or any of its officers, directors, employees, agents or attorneys concerning any aspect of this Consent.

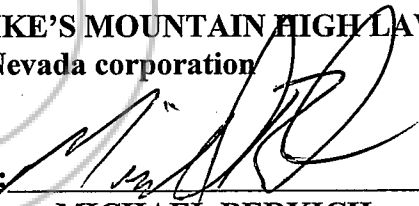


MICHAEL BERKICH



KIMBERLY BERKICH

**MIKE'S MOUNTAIN HIGH LAWNS, INC.,
a Nevada corporation**

By: 

MICHAEL BERKICH
Its: President

SUBORDINATE LIENHOLDER'S CONSENT

The undersigned holder of a subordinate deed of trust recorded on May 26, 2005, in Book 0505, Page 11769, as Document No. 645302, Official Records, Douglas County, Nevada (the "Subordinate Deed of Trust") on the real property encumbered by the Deed of Trust hereby consents to and approves the terms of the Modification to Deed of Trust of even date herewith to which this Consent is attached and agrees that the lien of the Subordinate Deed of Trust remains subordinate to the lien of the Deed of Trust.

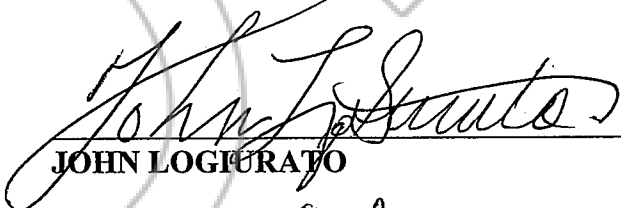
U.S. SMALL BUSINESS ADMINISTRATION

By: _____

Its: _____

SUBORDINATE LIENHOLDER'S CONSENT

The undersigned holder of a subordinate deed of trust recorded on May 4, 2005, in Book 0505, Page 01481, as Document No. 643480, Official Records, Douglas County, Nevada (the "Subordinate Deed of Trust") on the real property encumbered by the Deed of Trust hereby consents to and approves the terms of the Modification to Deed of Trust of even date herewith to which this Consent is attached and agrees that the lien of the Subordinate Deed of Trust remains subordinate to the lien of the Deed of Trust.



JOHN LOGIURATO



DENISE LOGIURATO

SUBORDINATE LIENHOLDER'S CONSENT

The undersigned holder of a subordinate deed of trust recorded on May 26, 2005, in Book 0505, Page 11769, as Document No. 645302, Official Records, Douglas County, Nevada (the "Subordinate Deed of Trust") on the real property encumbered by the Deed of Trust hereby consents to and approves the terms of the Modification to Deed of Trust of even date herewith to which this Consent is attached and agrees that the lien of the Subordinate Deed of Trust remains subordinate to the lien of the Deed of Trust.

U.S. SMALL BUSINESS ADMINISTRATION

By: _____

Its: _____

SUBORDINATE LIENHOLDER'S CONSENT

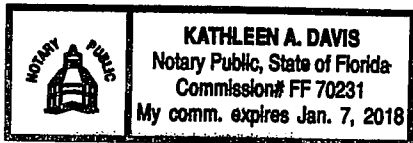
The undersigned holder of a subordinate deed of trust recorded on May 4, 2005, in Book 0505, Page 01481, as Document No. 643480, Official Records, Douglas County, Nevada (the "Subordinate Deed of Trust") on the real property encumbered by the Deed of Trust hereby consents to and approves the terms of the Modification to Deed of Trust of even date herewith to which this Consent is attached and agrees that the lien of the Subordinate Deed of Trust remains subordinate to the lien of the Deed of Trust.

JOHN LOGIURATO

DENISE LOGIURATO

STATE OF Florida)
)SS.
COUNTY OF Balm Bch)

This instrument was acknowledged before me on April 3, 2015, by John E. Breitfelder, Jr., Senior Vice President of Branch Banking And Trust Company, a North Carolina banking corporation.



Kathleen A Davis
Notary Public
My Commission Expires: Jan 7, 2018

STATE OF NEVADA)
)SS.
COUNTY OF CARSON CITY)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 31 MARCH, 2015, by Michael Berkich, as Manager of Berkich Properties, LLC, a Nevada limited liability company.



NOTARY PUBLIC
STATE OF NEVADA
County of Washoe
WARREN E. DALTON
No: 06-109241-2
My Appointment Expires Jan. 27, 2019

Warren E Dalton
Notary Public
My Commission Expires: 27 JAN 2019

STATE OF NEVADA)
)SS.
COUNTY OF CARSON CITY)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 31 MARCH, 2015, by Kimberly Berkich, as Manager of Berkich Properties, LLC, a Nevada limited liability company.



NOTARY PUBLIC
STATE OF NEVADA
County of Washoe
WARREN E. DALTON
No: 06-109241-2
My Appointment Expires Jan. 27, 2019

Warren E Dalton
Notary Public
My Commission Expires: 27 JAN 2019

STATE OF NEVADA)
 Washoe)ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on March 31st, 2015, by
Katrin Berkich, as Manager of Berkich Properties, LLC, a Nevada limited liability company.



Jordan Clements
Notary Public
My Commission Expires: 8/6/2016

STATE OF NEVADA)
 Washoe)ss.
COUNTY OF DOUGLAS)

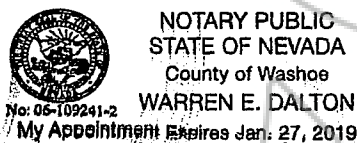
This instrument was acknowledged before me on March 31st, 2015, by
Ryan J. Berkich, as Manager of Berkich Properties, LLC, a Nevada limited liability company.



Jordan Clements
Notary Public
My Commission Expires: 8/6/2016

STATE OF NEVADA)
 CARSON CITY)ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 31 MARCH, 2015, by
Michael Berkich.



Warren E. Dalton
Notary Public
My Commission Expires: 27 JAN 2019

STATE OF NEVADA)
 CARSON CITY)ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 31 MARCH, 2015, by
Kimberly Berkich.



NOTARY PUBLIC
STATE OF NEVADA
County of Washoe
WARREN E. DALTON
My Appointment Expires Jan. 27, 2019

Warren Dalton
Notary Public
My Commission Expires: 27 JAN 2019

STATE OF NEVADA)
 CARSON CITY)ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 31 MARCH, 2015, by
Michael Berkich, as President of Mike's Mountain High Lawns, Inc.



NOTARY PUBLIC
STATE OF NEVADA
County of Washoe
WARREN E. DALTON
My Appointment Expires Jan. 27, 2019

Warren Dalton
Notary Public
My Commission Expires: 27 JAN 2019

STATE OF NEVADA)
 : ss
COUNTY OF _____)

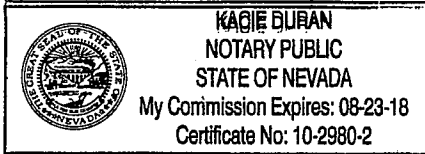
This instrument was acknowledged before me on _____, 2015, by
_____, as _____ of U.S. Small Business Administration.

Notary Public
My Commission Expires: _____

STATE OF NEVADA)
: SS
COUNTY OF Washoe)

John Logiurato

This instrument was acknowledged before me on March 31, 2015, by John Logiurato.



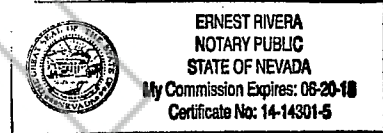
Kacie Duran
Notary Public
My Commission Expires: 08/23/2018

STATE OF NEVADA)
: SS
COUNTY OF Carson City)

This instrument was acknowledged before me on March 30, 2015, by Denise Logiurato.

Denise Logiurato

[Signature]
Notary Public
My Commission Expires: 06-20-2018



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 Fresno)

On March 31 2015 before me, Theresa J Pike
Date Here Insert Name and Title of the Officer

personally appeared Michelle Serrano
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 Theresa J Pike
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: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

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