

DOUGLAS COUNTY, NV

2017-894808

Rec:\$18.00

\$18.00 Pgs=5

02/16/2017 10:34 AM

ETRCO, LLC

KAREN ELLISON, RECORDER

APN# : 1022-15-001-118

Recording Requested By:

Western Title Company, Inc.

Escrow No.: 086485-RTO

When Recorded Mail To:

Lone Star Bank of West Texas

6220 Milwaukee Avenue

Lubbock, Texas 79424

79424 Attn: Bart Schilling

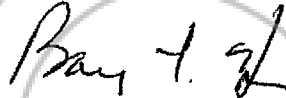
Mail Tax Statements to: (deeds only)

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

(Per NRS 239B.030)

Signature _____



Barry L. Heppner

Agent

Modification of Deed of Trust and Security Agreement and Fixture Filing With Assignment of Rents

This page added to provide additional information required by NRS 111.312 (additional recording fee applies)

WHEN RECORDED MAIL TO:

Lone Star State Bank of West Texas
6220 Milwaukee Avenue
Lubbock, Texas 79424
Attn: Bart Schilling

Loan No.: 7100221705

**MODIFICATION OF DEED OF TRUST AND SECURITY AGREEMENT AND
FIXTURE FILING WITH ASSIGNMENT OF RENTS**

THIS MODIFIED DEED OF TRUST AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS ("Deed of Trust") is made as of February 14, 2017, by **VIA REAL ESTATE LLC**, a Nevada limited liability company (collectively, the "**Trustor**"), to **WESTERN TITLE COMPANY, LLC**, a Nevada limited liability company as trustee (the "**Trustee**"), for the benefit of **LONE STAR STATE BANK OF WEST TEXAS**, as beneficiary (the "**Beneficiary**").

WITNESSETH:

WHEREAS, Trustor did make, execute and deliver to Trustor for benefit of Beneficiary, that certain Deed of Trust and Security Agreement and Fixture Filing With Assignment of Rents dated as of October 28, 2016, (as heretofore modified, the "**Deed of Trust**") encumbering certain real property situate in Wellington, Douglas County, Nevada, which Deed of Trust recorded on November 3, 2016 Document Number 2016-890068, secures among other obligations, payment of that certain Promissory Note Secured By Deed of Trust (as heretofore amended, the "**Note**") dated as of October 28, 2016, made by Trustor, payable to the order of Beneficiary; and

WHEREAS, the parties have concurrently herewith amended the Note and desire to modify the Deed of Trust as hereinafter set forth, to evidence an increase to \$915,000.00 of the principal amount of the Note, as such other terms as set forth herein;

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. Section 1.04(a) of the Deed of Trust is hereby amended and modified as follows:

(a) Payment of the indebtedness evidenced by a Promissory Note Secured By Deed of Trust dated as of October 28, 2016, as modified by that certain Amended Promissory Note Secured by Deed of Trust dated as of February 14, 2017, and any renewals, extensions, modifications or amendments thereof, in the principal amount of **NINE HUNDRED FIFTEEN THOUSAND AND NO/100THS DOLLARS (\$915,000.00)** (collectively, the "**Note**"), executed by Trustor and payable to Beneficiary, together with interest thereon and late charges as provided therein, which is made a part hereof by reference. The Note contains a provision for changes in the rate of interest charged thereunder from time

to time as therein provided.

3. Section 1.04(c) of the Deed of Trust is hereby amended and modified as follows:

(c) Payment of all other moneys herein agreed or provided to be paid by Trustor and performance of all other obligations of Trustor contained herein and in that certain Loan Agreement executed by Trustor as Borrower and Beneficiary as Lender dated as of February 14, 2017, and any amendment, modification or change hereto or thereto (collectively, the "**Loan Agreement**"), and any other documents executed in connection with the Loan Agreement including payment of all sums expended or advanced by Beneficiary hereunder, together with interest thereon at the rate payable under the Note, in the preservation, enforcement and realization of the rights of Beneficiary hereunder or under any of the other obligations secured hereby, including, without limitation, attorney's fees, court costs, other litigation expenses and foreclosure expenses.

4. Except as herein modified, the Deed of Trust remains in full force and effect.

*[Remainder of Page Intentionally Left Blank]
[Signatures on Next Page]*

SIGNATURE PAGE TO
MODIFICATION TO DEED OF TRUST AND SECURITY AGREEMENT AND
FIXTURE FILING WITH ASSIGNMENT OF RENTS

IN WITNESS WHEREOF, Trustor has executed this Modification to Deed of Trust and Security Agreement and Fixture Filing with Assignment of Rents as of the day first written above.

VIA REAL ESTATE LLC,
a Nevada limited liability company


By: 
CHAD MERCHANT

Its: Manager

“Trustor”

STATE OF TEXAS)
)
COUNTY OF LUBBOCK)

This MODIFICATION TO DEED OF TRUST AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS was acknowledged before me on February 14, 2017, by Chad Merchant, Manager of VIA Real Estate LLC.


Notary Public

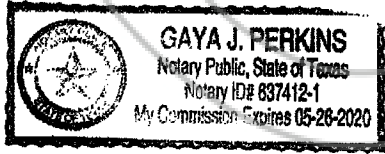
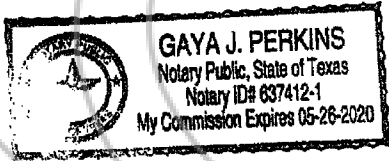


EXHIBIT "A"
LEGAL DESCRIPTION

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:
All that certain lot, piece or parcel of land lying entirely within Parcel B, as shown on the Official Plat of Topaz Ranch Estates Unit No. 4, Recorded November 16, 1970, Book 1 of Maps, as Document No. 50212, filed for record in the office of the County Recorder, Douglas County Nevada, being more particularly described as follows:

Commencing at the Southwest corner of Lot 1, Block V, Topaz Ranch Estates Unit No. 4 and proceeding thence along the Easterly side of Albite Road, South 12° 23' 37" East, 440.12 feet to the beginning of a curve to the left, the tangent of which bears the last described course; thence proceeding along said curve, having a central angle of 03° 21' 07", a radius of 970.00 feet, through an arc length of 56.74 feet to the true point of beginning, said point also being the beginning of a curve to the left, the tangent of which bears South 15° 44' 44" East; thence along said curve, having a central angle 06° 45' 26", a radius of 970.00 feet, through an arc length of 114.40 feet to a point of compound curvature, the tangent of which bears, South 22° 30' 10" East, thence along said curve to the left, having a central angle of 90° 00' 00", a radius of 40.00 feet, through an arc length of 62.83 feet to a point on the Northerly line of Nevada State Highway No. 3; thence along said Northerly line North 67° 29' 50" East 268.06 feet; thence North 17° 25' 10" West, 126.83 feet; thence South 72° 34' 51" West 313.80 feet to the True Point of Beginning.

NOTE: The above metes and bounds description appeared previously in that certain Grant, Bargain, Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on February 17, 2004, in Book 0204, Page 6603, as Document No. 604809 of Official Records.

Assessor's Parcel Number(s): 1022-15-001-118