

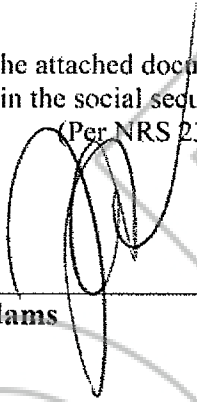
APN# : 1420-33-602-006

Recording Requested By:
Western Title Company, LLC
Escrow No.: 101191-TEA

When Recorded Mail To:
Evergreen Note Servicing
6121 Lakeside Dr. Suite 150
Reno, NV
89511

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

Traci Adams

Escrow Officer

Deed of Trust

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

**FIRST AMENDMENT TO
DEED OF TRUST WITH ASSIGNMENT OF RENTS**

THIS FIRST AMENDMENT is made effective as of November 29, 2018, by and between **WEST RIDGE HOMES, INC.**, a Nevada corporation ("**Borrower**"), and Jeffrey S. Wass as Trustee of the "**JEFF AND JODI WASS FAMILY TRUST (J.S.W.'s S.P.)**" dated February 5, 2008 ("**Lender**").

RECITALS:

A. Pursuant to a Loan Agreement dated September 7, 2018 (the "**Loan Agreement**") between Borrower and Lender, Lender made a loan to Borrower in the principal amount of \$100,000 (the "**Loan**"). The Loan is evidenced by a promissory note dated September 7, 2018 for the stated amount of the Loan (the "**Note**").

B. The Loan is secured by a Deed of Trust with Assignment of Rents made by Borrower as Trustor with Ticor Title of Nevada, Inc., Carson City, Nevada, as Trustee for the benefit of Lender as beneficiary, dated as of September 7, 2018, and recorded September 10, 2018 in the Official Records of Douglas County, Nevada, as Document No. 2018-919374 (the "**Deed of Trust**") and secured by that real property commonly known as 1338 Downs Drive, Minden, Nevada, Douglas County APN 1420-33-602-006 (the "**Property**").

C. The parties have executed an Amended Loan Agreement (the "**Amended Loan Agreement**"), whereby Lender agrees to loan an additional sum to Borrower for purposes of constructing infrastructure and a residence on the Property subject to certain terms and conditions and the performance of certain obligations by Borrower. Further, the parties agree to amend the Note to reflect the principal balance owed by Borrower for the Loan and additional monies loaned to Borrower under this Amended Loan Agreement, and Borrower shall execute an Amended Promissory Note reflecting such new principal balance (the "**First Amended Note**").

D. The parties acknowledge and agree that the purpose of this Amendment is to amend the Deed of Trust to provide additional terms and conditions to the Deed of Trust, and to amend and restate the principal owed under the First Amended Note and secured by the Deed of Trust as amended therein.

NOW, THEREFORE, Borrower, as Trustor under the Deed of Trust and for good and valuable consideration, receipt of which is hereby acknowledged, and Lender as Beneficiary under the Deed of Trust, hereby agree to amend the Deed of Trust to increase the amount of loaned funds as reflected in the Deed of Trust and provide notice of such increased amount to be secured by said Deed of Trust, as follows:

1. **Note:** The "**Note**" referenced in the Deed of Trust shall mean the Amended Note as of the date hereof and the principal of the indebtedness secured thereby is the sum of Four Hundred

Twenty Five Thousand Dollars (\$425,000.00). Such amount as amended constitutes a restatement of the principal owed and secured by the Deed of Trust

2. **Reaffirmation:** Borrower reaffirms all of its obligations under the Deed of Trust, the Loan Agreement, the Note, the Amended Loan Agreement and the Amended Note, and acknowledges that it has no claim, counterclaims, offsets or defenses with respect to its obligations under such instruments or agreements, and that Borrower shall continue to comply with and perform all obligations stated in all such instruments, failing which shall constitute a breach of this Amendment.

3. **Lien Priority:** Borrower agrees and represents that all of the real property described in the Deed of Trust and as amended by the real property described in "Exhibit A" attached hereto (the "Property") shall remain and continue in all respects subject to the Deed of Trust, and nothing in this First Amendment shall affect or be construed to affect the lien of the Deed of Trust or the priority thereof as to the secured Property. Borrower shall provide at Borrower's expense such endorsements to Lender's existing ALTA Standard and Extended Policy of Title Insurance as Lender may request, insuring the first-lien position of the Deed of Trust as amended herein and shall obtain such priority agreements, lien waivers, or other instruments from any and all parties who hold any security or encumbrance interest in the Property or have performed work on or supplied material to the subject property, and shall execute such indemnity agreements as may be required by the title company in connection with the issuance of such endorsements or policy in order to maintain Lender's first priority security.

Except for the above-stated amendment, all other parts of the Deed of Trust shall remain unchanged and in full force and effect.

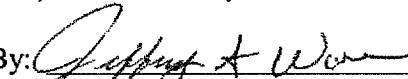
IN WITNESS WHEREOF, the parties hereto have set their hands hereto and made effective the day and year first above written.

"Borrower"
West Ridge Homes, Inc.

By: 
Peter Beekhof, President

"Lender"

Jeff and Jodi Wass Family Trust (J.S.W.'s S.P.) dated February 5, 2008

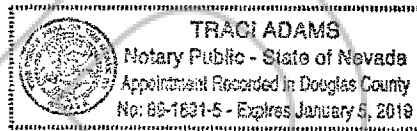
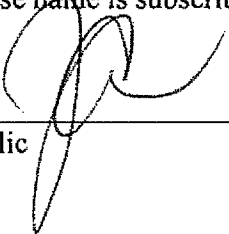
By: 
Jeffrey S. Wass, Trustee

[NOTARY ACKNOWLEDGMENTS ON NEXT PAGE]

State of Nevada)
) ss.
County of Douglas)

On 11/29/18, 2018, personally appeared before me, a notary public, **Peter Beekhof**, personally known or proved to me to be the President of West Ridge Homes, Inc., and the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Notary Public



State of Nevada)
) ss.
County of Douglas)

On 11/19/18, 2018, personally appeared before me, a notary public, **Jeffrey S. Wass**, personally known or proved to me to be the Trustee of the "Jeff and Jodi Wass Family Trust (J.S.W.'s S.P.)" dated February 5, 2008, and the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Notary Public

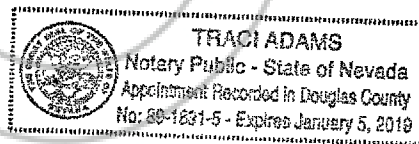
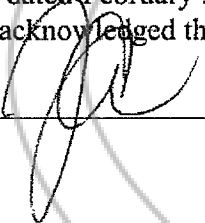


EXHIBIT "A"

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

That certain parcel of land situated in the Southeast 1/4 of the Northeast 1/4 of Section 33, Township 14 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, and being more particularly described as follows:

Parcel 1 as set forth on that certain Parcel Map for Clarence R. and Lillie M. Allen, filed for record in the office of the Douglas County Recorder, State of Nevada, on April 1, 1993 in Book 493, Page 105, Document No. 303567, Official Records.

Assessor's Parcel Number(s):

1420-33-602-006

