

APN# : 1320-29-601-004,
1320-29-611-008,
1320-29-611-009 through 018

Recording Requested By:
Western Title Company, LLC
Escrow No.: 112855-TEA

When Recorded Mail To:
John A. Miller
All Pro Capital LLC
13521 Northgate Estates Dr.
Suite 200
Colorado Springs, CO 80921

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 _____

Koah Inwood

Escrow Assistant

Deed of Trust

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

Upon recording, mail file-stamped copy to:

John A. Miller
All Pro Capital, LLC
13521 Northgate Estates Drive, Suite 200
Colorado Springs, Colorado 80921

FIRST AMENDMENT TO COMMERCIAL DEED OF TRUST

Background

- A. On July 11, 2019, All Pro Funding IV, LLC (“APF IV” or “Beneficiary”) made a loan in the amount of \$4,615,000.00 (which has a current outstanding principal balance of \$2,443,500.00) to Town Homes at Monterra III, LLC (“Monterra” or “Trustor”), as evidenced by a promissory note in that amount (the “Note”).
- B. Repayment of the Note is secured by a Deed of Trust Securing Future Advances with Assignment of Rents recorded on July 12, 2019 as Document # 2019-931671 in the office of Karen Ellison, Douglas County Nevada Recorder (the “Deed of Trust”). The Deed of Trust is a first lien encumbrance upon the property described on Exhibit A (the “Property”).
- C. Pursuant to a Revolving Credit Agreement between APF IV and Monterra (the “Credit Agreement”), Monterra may ask APF IV to make additional advances to fund improvements to the Property (the “Future Advances”). APF IV has agreed to make Future Advances upon the satisfaction of conditions stated in the Credit Agreement, among which is that all advances be secured by a first lien deed of trust.
- D. Monterra has requested an additional advance in the amount of \$2,971,500.00 (the “Current Additional Advance”) to be funded by periodic draws under the Note to fund construction of residential dwelling units to be constructed on a portion of the Property.
- E. The portion of the Property on which the dwelling units will be built is in the process of being platted; the final plat is to be filed before construction is complete on all dwelling units financed by the Current Additional Advance. Thus,

Monterra and APF IV wish to include a provision in the Deed of Trust to contemplate partial releases thereof based on the then-applicable legal descriptions of the financed dwelling units.

Now therefore, in consideration of the Background and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, APF IV and Prue agree that:

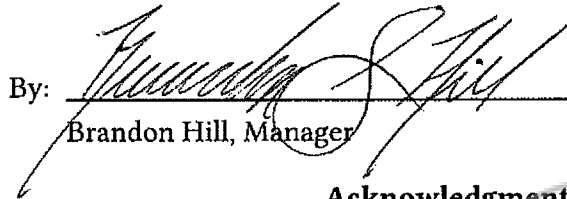
1. **New Provision Contemplating Partial Releases.** Trustor may obtain partial releases of this Deed of Trust from time to time by submitting a Partial Release Request and tendering the Partial Release Price to Beneficiary. Each "**Partial Release Request**" shall set forth the legal description of the Property (i.e. Lot) to be released and the date by which the release is to be filed. Partial Release Requests shall be delivered not less than three working days prior to the date on which the partial release (as specified in the request) is to be filed. "**Partial Release Price**" is equal to the sum of (a) the Max Loan for the Property (i.e. Lot) to be released as shown on Exhibit B, (b) a portion of the then-outstanding balance of the Previous Loan Amount agreed to by Beneficiary and Trustor, and (c) all accrued and unpaid interest, fees, and expenses relating to such Property as set forth in the Note or this Deed of Trust.
2. **Increase in Principal Amount Secured.** The amount of the **Debt** (as defined in the last partial grammatical paragraph on page 1 of the Deed of Trust) is hereby increased from \$4,615,000.00 to \$5,415,000.00.
3. **No Further Changes.** As changed by this First Amendment, the Deed of Trust shall continue in full force and effect as originally signed and filed.

[Signature page follows]

Town Homes at Monterra III, LLC

By: Carter Hill Homes, LLC, Managing Member


By: Hill Development Services, LLC, Member

By: 
Brandon Hill, Manager

Acknowledgment

State of Nevada)
)ss
Douglas County)

This instrument was acknowledged before me on March 13, 2020 by Brandon Hill, Manager of Hill Development Services, LLC, in its capacity as Member of Carter Hill Homes, LLC.



Notary Public

Notary's commission expires:
June 8, 2022

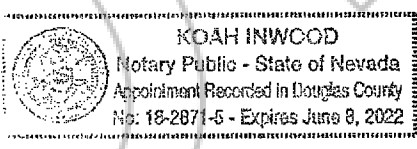


Exhibit A

Legal Description

Lots 8, 10 through 18, inclusive, and Remainder Parcel, as shown on the FINAL MAP, A PLANNED UNIT DEVELOPMENT DP 18-0200, THE TOWNES AT MONTEERRA PHASE 3A, according to the map filed in the office of the County Recorder, Douglas County, State of Nevada, on November 22, 2019, as File No. 2019-938 681

