

DOUGLAS COUNTY, NV

2020-943680

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TICOR TITLE - RENO (COMMERCIAL)

KAREN ELLISON, RECORDER

I the undersigned hereby affirm that this document submitted for recording does not contain any personal information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

02-25-2020  
\_\_\_\_\_  
Date

Assessor Parcel No(s): 1220-04-501-016

02000130-00

**RECORDATION REQUESTED BY:**

Umpqua Bank, Reno Corporate Bkg, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470

**WHEN RECORDED MAIL TO:**

Umpqua Bank, Reno Corporate Bkg, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470

**SEND TAX NOTICES TO:**

Umpqua Bank, Reno Corporate Bkg, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470

\_\_\_\_\_  
FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**



THIS MODIFICATION OF DEED OF TRUST dated February 25, 2020, is made and executed between MRB Holdings Corporation, a California corporation, whose address is 4865 Joule St Suite C5, Reno, NV 89502 ("Grantor") and Umpqua Bank, whose address is Reno Corporate Bkg, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470 ("Lender").

**DEED OF TRUST.** Lender and Grantor have entered into a Deed of Trust dated March 23, 2016 (the "Deed of Trust") which has been recorded in Douglas County, State of Nevada, as follows:

Recorded on March 25, 2016 as Instrument no. 2016-878597 in the official records of Douglas County, Nevada. The current loan obligation may have been previously modified

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

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and all prior modifications, if any, are hereby acknowledged, ratified and confirmed.

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1325 Highway 395 North, Gardnerville, NV 89410. The Real Property tax identification number is 1220-04-501-016.

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

**Modify Note and increase principal amount.**

**Note.** The word "Note" means the promissory note dated March 23, 2016 in the original amount of \$7,000,000.00 from Borrower to Lender which has subsequently been increased to the principal amount of \$8,241,666.51, together with all Financial Contracts, renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**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.

**APPRAISAL.** In Lender's sole and absolute discretion, Lender may obtain an appraisal(s) of the Real Property under any of the following conditions: (a) in order to comply with any law, rule, or regulation, (b) pursuant to the request or directive of any regulatory authority having jurisdiction over Lender, (c) in the event that Lender determines that it is likely that there has been an adverse change in the value of the Real Property, or (d) after any Event of Default. Any such appraisal(s) shall be prepared by an appraiser satisfactory to Lender and shall be in a form satisfactory to Lender. All appraisal fees and costs shall be paid by Borrower or Grantor upon Lender's demand.

**SURETYSHIP WAIVERS.** Except as prohibited by applicable law, Grantor waives any right to require Lender: (a) to continue lending money or to continue to extend other credit to Borrower; (b) to obtain Grantor's consent to any modification or extension of the Indebtedness (except an increase in the principal to be advanced under the Note); (c) to resort for payment or to proceed directly or at once against any person, including Borrower or any Guarantor; (d) to proceed directly against or exhaust any collateral held by Lender from Borrower, any Guarantor

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

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or any other person; and (e) to pursue any other remedy within Lender's power. Except as prohibited by law, Grantor also waives: any and all rights or defenses based on suretyship, if applicable, or impairment of collateral or any law which may prevent Lender from bringing any action, including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; any election of remedies by Lender, which destroys or otherwise adversely affects Grantor's subrogation rights or Grantor's rights to proceed against Borrower, if applicable, for reimbursement; any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness or based upon any extension, modification, adjustment, restatement, substitution or amendment of the Note or any other document that evidences the Indebtedness, which is made without Grantor's consent.

**ERRORS AND OMISSIONS.** Grantor and Borrower shall if requested by Lender or Lender's closing agent fully cooperate with Lender to adjust and correct clerical errors or omissions on any Loan documents and closing documents if Lender in its reasonable discretion, deems it necessary or desirable to maintain compliance with existing laws and regulations or to fulfill the intent of the parties relating to this Loan.

**VENUE.** The undersigned hereby (a) irrevocably submits to the jurisdiction of any state or federal court in the State of Oregon or in any state or federal court sitting in the county that any of Lender's collateral is located, in any action or proceeding brought to enforce, or otherwise arising out of or relating to, this Agreement; (b) irrevocably waives to the fullest extent permitted by law any objection that the undersigned may now or hereafter have to the laying of venue in any such action or proceeding in any such forum; and (c) further irrevocably waives any claim that any such forum is an inconvenient forum. The undersigned agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Nothing herein shall impair the right of Lender to bring any action or proceeding against the undersigned in any court of any other jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if it is described by another name as well.

**JUDICIAL REFERENCE.** In any judicial action or cause of action arising from this Agreement or otherwise, including without limitation contract and tort disputes, all decisions of fact and law shall, at the request of either party, be referred to a referee in accordance with Section 638 et seq. of the California Code of Civil Procedure if the action is before a court of any judicial district of the State of California. The referee shall prepare written findings of fact and conclusions of law, and judgment upon the referee's award shall be entered in court in which such proceeding was commenced. No provision or exercise of any right under this provision shall limit the right of the undersigned or Lender or other holder of this Agreement to exercise self-help remedies, such as foreclosure against or sale of any real or personal property collateral or security, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, during or after the pendency of any judicial reference proceeding. The exercise of a remedy does not waive the right of either party to resort to judicial reference. The parties further agree that all disputes, claims and controversies between them shall be brought in their individual capacities and not as a plaintiff or class member in any purported class or representative proceeding.

**ATTORNEY FEES AND EXPENSES.** The undersigned agrees to pay on demand all of Lender's

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

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costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law.

**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 25, 2020.**

**GRANTOR:**

**MRB HOLDINGS CORPORATION**

By:   
Sanjay Lillaney, President of MRB Holdings Corporation



MODIFICATION OF DEED OF TRUST  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Nevada

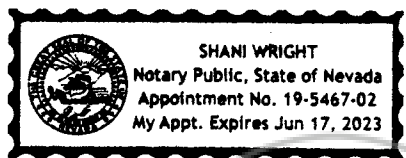
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) SS

COUNTY OF Washoe

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This instrument was acknowledged before me on March 18, 2020 by Nich Butler, SVP of Umpqua Bank, as designated agent of Umpqua Bank.



(Seal, if any)

*[Handwritten Signature]*

(Signature of notarial officer)

Notary Public in and for State of Nevada

EXHIBIT "A"  
LEGAL DESCRIPTION  
DOUGLAS COUNTY PROPERTY

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

All that certain real property being a portion of the Northeast 1/4 of Section 4, Township 12 North, Range 20 East M.D.B.&M., Douglas County, Nevada, more particularly described as follows:

Commencing at a point on the Easterly right-of-way line of Nevada State Highway 395, said point being the Southwesterly corner of that certain parcel of land shown on that Grant Deed to Thorobred Photo Service, Inc., File No. 29490, Douglas County Records, from which point the Northeast corner of said Section 4, bears North 30°43'28" East, 2,116.56 feet;

Thence along said Easterly right-of-way line, North 51°02'32" West, 166.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said Easterly right-of-way line, North 51°02'32" West, 634.00 feet to the Southerly right-of-way line of Waterloo Lane, being a 100 foot right-of-way;  
Thence along said Southerly line, North 44°54'36" East, 701.78 feet;  
Thence leaving said Southerly right-of-way, South 29°39'15" East, 741.00 feet;  
Thence South 60°20'45" West, 196.00 feet;  
Thence North 89°39'15" West, 44.24 feet;  
Thence South 44°54'36" West, 218.83 feet to the TRUE POINT OF BEGINNING.

Said land is also shown as Parcel 1 on the Record of Survey for Hart Estate Investment Co., according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on November 7, 1989, as File No. 214297, Official Records.

APN: 1220-04-501-016

Document No. 214301 is provided pursuant to the requirements of Section 6.NRS 111.312.