

DOUGLAS COUNTY, NV

2022-991079

Rec:\$40.00

\$40.00

Pgs=6

10/24/2022 02:01 PM

WFG LENDER SERVICES-RESWARE

KAREN ELLISON, RECORDER

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

Amily
Signature

Store Lead
Title

09-08-2022
Date

Assessor Parcel No(s): 1318-15-311-021

RECORDATION REQUESTED BY:

Umpqua Bank, Incline Village, C/O Loan Support Services, PO Box 1580, Roseburg, OR 97470

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

Lauren DeSota, Trustee of The DeSota 2019 Trust under the provisions of a trust agreement dated March 12, 2019, PO Box 3049, Stateline, NV 89449

Originator's NMLSR ID: 1560014

Origination Co.'s NMLSR ID: 401867

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



97#####073509082022

THIS MODIFICATION OF DEED OF TRUST dated September 8, 2022, is made and executed between Lauren DeSota, Trustee of The DeSota 2019 Trust, whose address is 471 Kent Way, Zephyr Cove, NV 89448 ("Grantor") and Umpqua Bank, whose address is Incline Village, 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 May 10, 2021 (the "Deed of Trust") which has been recorded in Douglas County, State of Nevada, as follows:

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

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Recorded on May 13, 2021 under Douglas county instrument #2021-967380.

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

LOT 17, IN BLOCK A, AS SHOWN ON THE MAP ENTITLED ROUND HILL VILLAGE UNIT NO. 3, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON NOVEMBER 24, 1965, AS DOCUMENT NO. 30185. SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA

The Real Property or its address is commonly known as 471 Kent Way, Zephyr Cove, NV 89448. The Real Property tax identification number is 1318-15-311-021.

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

This Deed of Trust now secures a Credit Agreement dated September 8, 2022 with a credit limit of \$500,000.00. .

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.

INCONSISTENT STATE AND FEDERAL LAWS. From time to time, state and federal laws are inconsistent such that an activity permitted under state law is prohibited under federal law, or vice versa. As noted elsewhere in this Agreement, Grantor shall at all times comply with all governmental requirements, both federal and state, and cause all tenants, agents and other users of the Property or Collateral to so comply. For example, although the retail sale or distribution of marijuana products is allowed under law in some states, it is now prohibited under the federal Controlled Substances Act and Grantor must comply, and cause tenants, agents and other users to comply, with federal law in this instance.

SURETYSHIP WAIVER. 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 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

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

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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.

VENUE. This transaction is made in the State of Nevada. Upon Lender's request, the undersigned agrees to submit to the jurisdiction of any state or federal court in the State of Nevada 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. 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.

COSTS AND EXPENSES. Obligor shall pay on demand (a) all reasonable out-of-pocket expenses incurred by Lender (including, without limitation, the reasonable fees, charges and disbursements of counsel for Lender), and shall pay all fees and time charges and disbursements for attorneys who may be employees of Lender, in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the related documents, or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (b) all out-of-pocket expenses incurred by Lender (including, without limitation, the fees, charges and disbursements of any counsel for Lender), and shall pay all fees and time charges for attorneys who may be employees of Lender, in connection with the enforcement or protection of Lender's rights (i) in connection with this Agreement and the related documents, including, without limitation, Lender's rights under this paragraph, or (ii) in connection with the loans and other extensions of credit made under this Agreement and the related documents, including, without limitation, all such out-of-pocket expenses incurred during any appeal, bankruptcy, workout, restructuring or negotiations in respect of such loans and extensions of credit. 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 described or defined by another name. As used in this paragraph, "Obligor" means, collectively, the borrower, grantor, pledgor, trustor or guarantor executing this Agreement in favor of Lender, even if described or defined by another name.

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 SEPTEMBER 8, 2022.

MODIFICATION OF DEED OF TRUST
(Continued)

GRANTOR:

X *Lauren DeSota*
Lauren DeSota, Trustee of The DeSota 2019 Trust under
the provisions of a Trust Agreement dated March 12,
2019

LENDER:

UMPQUA BANK

X *Aliza McKey* ADM
Authorized Officer
SIGNED IN COUNTERPART

TRUST ACKNOWLEDGMENT

STATE OF Nevada)
) SS
COUNTY OF Washoe)

This instrument was acknowledged before me on 9/12/22 by Lauren
DeSota, Trustee of The DeSota 2019 Trust, as designated trustee of The DeSota 2019 Trust.



(Seal, if any)

Aliza McKey
(Signature of notarial officer)
Notary Public in and for State of Nevada

MODIFICATION OF DEED OF TRUST
(Continued)

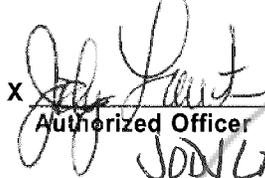
GRANTOR:

X

Lauren DeSota, Trustee of The DeSota 2019 Trust under
the provisions of a Trust Agreement dated March 12,
2019

LENDER:

UMPQUA BANK

X 
Authorized Officer

JODY LAWTON STATED IN COUNTERPART
SEE NEXT PAGE FOR Jody Lawton
Notary

TRUST ACKNOWLEDGMENT

STATE OF _____)

) SS

COUNTY OF _____)

This instrument was acknowledged before me on _____ by Lauren
DeSota, Trustee of The DeSota 2019 Trust, as designated trustee of The DeSota 2019 Trust.

(Signature of notarial officer)

Notary Public in and for State of _____

(Seal, if any)

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF WA

)

) SS

COUNTY OF SPOKANE

)

This instrument was acknowledged before me on October 14, 2022 by Jody Lawton, LSS Manager of Umpqua Bank, as designated agent of Umpqua Bank.

Rick Bralley

(Signature of notarial officer)

Notary Public in and for State of WA

