

Recording Requested By;
After Recording Return to:

PACIFIC CREST SAVINGS BANK
3500 188th Street SW #575
Lynnwood, WA 98037
Attn: Laurie Foster

APN: 1319-30-627-011

224 0978A

FIFTH AMENDMENT TO DEED OF TRUST

Signed in counterpart.

Grantors:	PETER D. QUENZER ANTHONY E. LAURIAN AND FREDRICKA M. LAURIAN
<input type="checkbox"/> Additional on page	_____
Grantees:	Beneficiary: PACIFIC CREST SAVINGS BANK Trustee: FIRST AMERICAN TITLE
<input type="checkbox"/> Additional on page	_____
Legal Description (abbreviated):	LOT 106, TAHOE VILLAGE UNIT NO. 1
<input type="checkbox"/> Additional on :	Exhibit A
Assessor's Tax Parcel ID #:	1319-30-627-011
Reference Nos. of Documents Affected:	0661924, 796927, 855019, 958116

This Fourth Amendment to Deed of Trust (this "*Amendment*") is dated as of December 9, 2022 by and between PETER D. QUENZER, a married man as his separate estate, ATHONY E. LAURIAN and FREDRICKA M. LAURIAN, Husband and Wife (the "*Borrower*") and PACIFIC CREST SAVINGS BANK, a Washington corporation ("*Lender*").

RECITALS

A. Borrower previously obtained a loan from Lender (the "*Loan*"). The Loan is evidenced by an Interest Only Adjustable Rate Note dated November 23, 2005, as amended by the First Amendment to Promissory Note and Loan Documents dated January 24, 2012, the Second Amendment to Promissory Note and Loan Documents dated December 9, 2014 and the Third Amendment to Promissory Note and Loan Documents dated January 4, 2018 in the maximum principal amount of \$270,000.00 (the "*Note*").

B. Borrower's obligations under the Note are secured by a Deed of Trust dated November 23, 2005 and recorded November 30, 2005, as Instrument No. 0661924 with Auditor/Recorder of Douglas County, Nevada, amended by the First Amendment to Deed of Trust dated January 24, 2012 and recorded February 6, 2012, as Instrument No. 796927 with Auditor/Recorder of Douglas County, Nevada, the Second Amendment to Deed of Trust dated December 9, 2014 and recorded December 30, 2014, under Recording No. 855020 with Auditor/Recorder of Douglas County, Nevada, the Third Amendment to Deed of Trust dated January 4, 2018 and recorded February 4, 2018, under Recording No. 2018-910024 with the Auditor/Recorder of Douglas County, Nevada, and the Fourth Amendment to Deed of Trust dated November 19, 2020 and recorded December 14, 2020, under Recording No. 2020-958116 with the

Auditor/Recorded or Douglas County, Nevada (the "*Deed of Trust*") against the real property legally described therein (the "*Property*").

C. The Note, Deed of Trust, and all other documents evidencing, securing, or otherwise governing the Loan are referred to herein collectively as the "*Loan Documents*".

D. Borrower and Lender now desire to modify the terms of the Loan as set forth in the Fourth Amendment to Promissory Note and Loan Documents (the "*Amendment*").

AGREEMENTS

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERMINOLOGY.** All capitalized terms used herein shall have the meaning given to them in the Loan Documents, unless a different meaning is assigned herein or required from the context in which such term is used.

2. **AMENDMENTS TO DEED OF TRUST.**

2.1 **Temporary Reduction of Interest on Loan.** Notwithstanding any term set forth in the Loan Documents to the contrary, including, without limitation, the floor interest rate of 5.00% set forth in Subsection 4(D) of the Note, Lender hereby agrees that, so long as there are no defaults under the Loan Documents, the applicable interest rate for the Loan will be reduced to four percent (4.00%) from December 1, 2022 until November 30, 2024. Commencing on December 1, 2024, and continuing during the entire remaining term of the Loan, the (i) applicable interest rate for the Loan shall be the then-applicable rate in accordance with the terms of the Note, (ii) applicable interest rate for the Loan shall adjust on each Change Date in accordance with the terms of Section 4 of the Note, (iii) temporary reduction in the applicable interest rate set forth in this subsection 2.1 shall be of no further force and effect, and (iv) the floor interest rate reverts to the rate of 5.00% in accordance with the terms of the Note. If an event of default shall occur under the Loan Documents while the reduced interest rate is in effect, the then applicable interest rate shall revert to the interest rate set forth in the Note and all default charges and rates shall apply.

2.2 **Temporary Deferral of Principal Payments.** So long as no default has occurred under the Loan Documents, Borrower's obligation to make monthly principal payments on the Loan in accordance with the terms of the Note shall be deferred until January 1, 2025. Commencing on January 1, 2025, and continuing during the entire remaining term of the Loan, Borrower shall make monthly principal payments, along with monthly interest payments on the Loan in accordance with the terms of the Loan Documents, including, without limitation, Section 4 of the Note, in an amount sufficient to fully amortize the Loan over the remaining term of the loan. Nothing set forth in this subsection 2.2 or any other section of this Amendment shall forgive the Borrower's obligation to pay the entire amount of the Loan as and when it becomes due.

3. **LIEN PRIORITY.** All of the Property shall remain and continue in all respects subject to the Deed of Trust, and nothing in this Amendment, or done pursuant to this Amendment, shall affect or be construed to affect the lien of the Deed of Trust or the priority thereof as to such property. Borrower shall provide, at Borrower's sole cost and expense, such endorsements to Lender's existing ALTA Extended Coverage Policy of Title Insurance as Lender may request insuring the first-lien position of the Deed of Trust as amended, including, but not limited to any endorsement Lender deems necessary due to the transfer of the Property to the New Borrower, and shall obtain such priority agreements, lien waivers, or other instruments from any and all parties who have performed work on or supplied materials to the 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.

4. **OTHER TERMS OF NOTE AND DEED OF TRUST.** Nothing in this Amendment shall be understood or construed to be a satisfaction or release in whole or in part, of the Note or Deed of Trust. Except as otherwise specifically provided in this Amendment, the Note and Deed of Trust will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof.

5. **BINDING EFFECT.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

6. **APPLICABLE LAW.** This Amendment is to be construed in all respects and enforced according to the laws of the State of Nevada, without regard to that state's choice of law rules.

7. **NOTICE RE ORAL AGREEMENTS.**

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

EXECUTED as of the day and year first above written.

Borrower

PETER D. QUENZER, a married man as his separate estate




ANTHONY E. LAURIAN, a married man



FREDRICKA M. LAURIAN, a married woman

Lender/Beneficiary:

PACIFIC CREST SAVINGS BANK,
a Washington corporation

By: 

Name: Laurie Foster
Its: Vice President

Signed in counterpart.

4. **OTHER TERMS OF NOTE AND DEED OF TRUST.** Nothing in this Amendment shall be understood or construed to be a satisfaction or release in whole or in part, of the Note or Deed of Trust. Except as otherwise specifically provided in this Amendment, the Note and Deed of Trust will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof.

5. **BINDING EFFECT.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

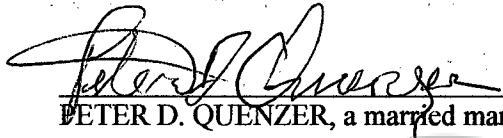
6. **APPLICABLE LAW.** This Amendment is to be construed in all respects and enforced according to the laws of the State of Nevada, without regard to that state's choice of law rules.

7. **NOTICE RE ORAL AGREEMENTS.**

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

EXECUTED as of the day and year first above written.

Borrower


PETER D. QUENZER, a married man as his
separate estate

Lender/Beneficiary:

PACIFIC CREST SAVINGS BANK,
a Washington corporation

By: _____

Name: Laurie Foster
Its: Vice President

ANTHONY E. LAURIAN, a married man

FREDRICKA M. LAURIAN, a married woman

Signed in counterpart.

STATE OF NEVADA }
COUNTY Douglas OF } ss.

On this day personally appeared before me **Peter D. Quenzer**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this Dec 22 day of December, 20 22.



Jessica Monique Zaldana
Printed Name [Signature]
NOTARY PUBLIC in and for the State of Washington, residing
at Nevada
My Commission Expires Jul 26, 2023

13

STATE OF NEVADA }
COUNTY OF } ss.

On this day personally appeared before me **Anthony E. Laurian and Fredricka M. Laurian**, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20_____.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington, residing
at _____
My Commission Expires _____

Signed in counterpart.

STATE OF NEVADA }
COUNTY OF } ss.

On this day personally appeared before me **Peter D. Quenzer**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

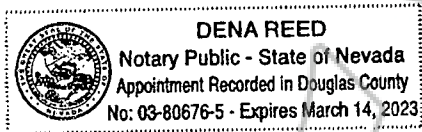
Given under my hand and official seal this _____ day of _____, 20_____.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington, residing
at _____
My Commission Expires _____

STATE OF NEVADA }
COUNTY OF Douglas } ss.

On this day personally appeared before me **Anthony E. Laurian and Fredricka M. Laurian**, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19 day of Dec, 2022.



Dena Reed
Printed Name Dena Reed
NOTARY PUBLIC in and for the State of Washington, residing
at Zephyr Cove, NV
My Commission Expires 3-14-23

Signed in counterpart.

STATE OF
WASHINGTON

} ss.

COUNTY OF
Snohomish

On this day personally appeared before me Laurie Foster, to me known to be the Vice President of PACIFIC CREST SAVINGS BANK, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28th day of December, 2022.



Doraine Taylor

Printed Name

Doraine Taylor

NOTARY PUBLIC in and for the State of Washington,
residing at

Arlington

My Commission Expires

4-9-2023

Signed in counterpart.

**EXHIBIT A
TO FOURTH AMENDMENT TO DEED OF TRUST**

LOT 106, AS SET FORTH ON THE TWELFTH AMENDED MAP OF TAHOE VILLAGE UNIT NO. 1, FILED FEBRUARY 28, 1992, DOCUMENT NO. 272090, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, BEING AN AMENDED MAP OF TAHOE VILLAGE UNIT NO. 2, AN AMENDED MAP OF ALPINE VILLAGE UNIT NO. 1 FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON DECEMBER 7, 1971 AS DOCUMENT NO. 55769.

ASSESSOR'S PARCEL NO. 1319-30-627-011

Which has the address:

363 Tramway Drive

Stateline, NV 89449