

Assessor Parcel No(s):

RECORDATION REQUESTED BY:
ZIONS FIRST NATIONAL BANK
CEDAR CITY BRANCH
3 SOUTH MAIN
CEDAR CITY, UT 84720

WHEN RECORDED MAIL TO:
Zions First National Bank
Loan Servicing Group - UT RDWG 0187
2460 South 3270 West
West Valley City, UT 84119

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated May 22, 2003, is made and executed between R. DIRK AGEE and MARTA SANFORD AGEE, HIS WIFE AS COMMUNITY PROPERTY ("Grantor") and ZIONS FIRST NATIONAL BANK, CEDAR CITY BRANCH, 3 SOUTH MAIN, CEDAR CITY, UT 84720 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated June 28, 1999 (the "Deed of Trust") which has been recorded in LINCOLN County, State of Nevada, as follows:

RECORDED JULY 6, 1999 AS ENTRY NO. 113024 IN BOOK 142 AT PAGE 466 IN THE OFFICE OF THE LINCOLN COUNTY RECORDER.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in LINCOLN County, State of Nevada:
SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 3 MILES NORTH OF RACHEL NEVADA, ALMO, NV 89001. The Real Property tax identification number is 006-151-01 AND 010-020-02

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

THE PRINCIPAL AMOUNT IS HEREBY INCREASED FROM \$345,000.00 TO \$380,892.00.

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.

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 MAY 22, 2003.

GRANTOR:

x R. Dirk Agee
R. DIRK AGEE, Individually

x Marta Sanford Agee
MARTA SANFORD AGEE, Individually

LENDER:

x [Signature]
Authorized Officer

Loan No: 9004

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

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah)

) SS

COUNTY OF Froo)

This instrument was acknowledged before me on May 23, 2003 by R. DIRK AGEE and MARTA SANFORD AGEE.



**NOTARY PUBLIC
E. JOE ELLISS**
3 South Main
Cedar City, Utah 84720
Commission Expires
November 30, 2004
STATE OF UTAH

(Seal, if any)

[Handwritten Signature]

(Signature of notarial officer)

Notary Public in and for State of Utah

LENDER ACKNOWLEDGMENT

STATE OF Nevada)

) SS

COUNTY OF Lincoln)

This instrument was acknowledged before me on May 23, 2003 by Eldon J. Elliss
as designated agent of ZIONS FIRST NATIONAL BANK.



SARAH SOMERS
Notary Public State of Nevada
No. 02-76138-11
My appt. exp. June 5, 2006

(Seal, if any)

[Handwritten Signature]

(Signature of notarial officer)

Notary Public in and for State of Nevada

EXHIBIT "A"

TOWNSHIP 1 NORTH, RANGE 55 EAST, M.D.B. & M.

Section 5: Lot 2

TOWNSHIP 2 SOUTH, RANGE 55 EAST, M.D.B. & M.

Section 26: SE1/4SE1/4

TOGETHER WITH all buildings and improvements thereon.

TOGETHER WITH all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainder, rents, issues and profits thereof, or of any part thereof.

TOGETHER WITH all springs, wells, water and water rights adjudicated, appropriated, decreed, vested and appurtenant to or used in connection with the foregoing described parcel of land and the Sand Springs allotment, and which rights are the base property for the grazing preference upon the public lands within said allotment, including all permits, applications, proofs and map therefor, and all dams, ditches, diversions, canals, pipelines, well casing, troughs and all other means, methods, systems of using the water and water rights and applying them to beneficial use on the parcel of land and including, but not limited to, all stockwater, streams, wells, ponds and reservoirs including, but not limited to, the following described waters:

<u>APPLICATION NUMBER</u>	<u>CERTIFICATE NUMBER</u>	<u>NAME</u>
01524	-0-	Sand Spring
1433	105	Quinn Canyon Spring
10974	2877	Wildhorse Spring
11332	2949	Well Number 6
11334	2950	Black Rock Well
11335	2951	Buttes Well
11694	3441	Tempalute Well
12542	3217	Honest John Well
23216	6890	Hot Water Well
23217	6891	Southeastern Well
23218	6922	Southwestern Well
23219	6892	Highway Well
23221	6893	Tanks Troughs
23222	6894	Mud Springs
23223	6895	Unnamed Spring
23224	6896	Smith Well
23225	6897	Reservoir
23226	6898	Reservoir
23227	6899	Reservoir
23228	6901	Reservoir
23229	6902	Reservoir

EXHIBIT "A"

23230	6903	Reservoir
23232	6904	Buttes Well
23233	6900	Stink Bug Spring
24420	8037	Wildhorse Spring and Pipeline

TOGETHER WITH all right title and interest of Grantors in and to those waters known as:

Tempaiute Surplus Mill Water
 South End Reservoir Dry Channel
 Pink Hills Reservoir
 Well Number 27
 Well Number 28
 Well Number 5
 Quinn Canyon Creek, located in the SE1/4NE1/4, Section 35, T. 1 S., R. 55 E., MDM, Certificate Number 11055.
 Shadow Well, being a vested water right established prior to 1905 located in the SW1/4SE1/4, Section 31, T. 1 S., R. 56 E., MDM.

TOGETHER WITH all of Grantors, rights, privileges, preferences, term permits and leases to graze livestock in the Sand Springs Valley of Lincoln and Nye Counties of Nevada, on the public lands administered by the Bureau of Land Management in Las Vegas District, based, apportioned and attached to the above-described lands or water rights or both, together with all suspended use, all temporary not-renewable use and together with all range improvements and the cooperative agreements and permits thereof.

TOGETHER WITH all fixtures and personal property of the Grantors located in, near or used in connection with the use of the grazing rights heretofore described in the Sand Springs Allotment, including all pumps, generators, pipelines, water tanks, troughs, canals, fences and loading chutes.

2009 MAY 23 AM 10 05
 Zions First National Bank
 FILED FOR RECORDING
 AT THE REQUEST OF
 LINCOLN COUNTY CLERK
 FEE \$17.05
 LESLIE BOUCHER AS DEP

120253