

Official Record

Recording requested By
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$18.00

Page 1 of 5

RPTT:

Recorded By: AE

Book- 246 Page- 0488

The undersigned hereby affirms that this document submitted for recording does not contain any personal information.

Escrow # NCS-379106- HHLV (ms)

Assessor Parcel No(s): 812107



WHEN RECORDED MAIL TO:

Black Mountain Community Bank, 1700 West Horizon Ridge Parkway, Ste. 101, Henderson, NV 89012

SEND TAX NOTICES TO:

John H. Ellis, Sr.; 2220 Tarraso Way; Las Vegas, NV 89102

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 7, 2008, is made and executed between Rainbow Ranch, Inc., a Nevada corporation ("Grantor") and Black Mountain Community Bank, whose address is 1700 West Horizon Ridge Parkway, Ste. 101, Henderson, NV 89012 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated May 11, 2005 (the "Deed of Trust") which has been recorded in Lincoln County, State of Nevada, as follows:

Deed of Trust recorded May 11, 2005 in Book 201, Page 380 in Lincoln County, Nevada.

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

See 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 150 acres Rainbow Canyon Ranch, NV.

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

REVOLVING LINE OF CREDIT. This Deed of Trust secures the indebtedness including,



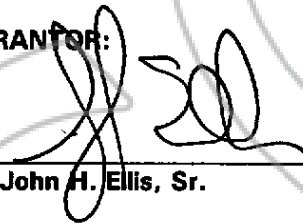
**MODIFICATION OF DEED OF TRUST
(Continued)**

without limitation, a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Note, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Note. It is the intention of Grantor and Lender that this Deed of Trust secures the balance outstanding under the Note from time to time from zero up to the Credit Limit as provided in the Note and any intermediate balance.

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 NOVEMBER 7, 2008.

GRANTOR:

X 

John H. Ellis, Sr.



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

LENDER:

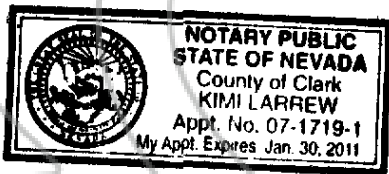
BLACK MOUNTAIN COMMUNITY BANK

X 
Grenell Martin, First Vice President


INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nevada)
) SS
COUNTY OF Clark)

This instrument was acknowledged before me on December 19, 2008 by John H. Ellis, Sr..



(Seal, if any)


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



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Book: 246
Page: 491

12/23/2008
Page: 4 of 5

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

Page 4

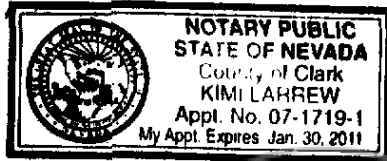
LENDER ACKNOWLEDGMENT

STATE OF Nevada

COUNTY OF Clark

)
SS
)

This instrument was acknowledged before me on December 19, 2008 by Grenell Martin, First Vice President of Black Mountain Community Bank, as designated agent of Black Mountain Community Bank.



(Seal, if any)

Kimi Larrew
(Signature of notarial officer)
Notary Public in and for State of Nevada



EXHIBIT "A"

The Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the North Half (N ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 21, Township 7 South, Range 67 East, M.D.B & M., Lincoln County, Nevada.

Excepting therefrom a tract of land owned by the Railroad Company, and being approximately ten (10) acres, as conveyed to Rachel Scharlamm, described as follows:

Commencing at the Quarter Corner common to Section 21 and 20 and running thence due South 1,320 feet, less railroad right of way, to the Southwest Corner, thence due East 900 feet, less railroad right of way, to the Meadow Valley Wash Channel, Thence North 35° West 1,600 feet to the Point of beginning. This is the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of said Section 21, Township 7 North, Range 67 East, M.D.B. & M.

