



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



John A. Stene, Senior Vice President

August 4, 2009

Date

Assessor Parcel No(s): 008-251-05 and
008-261-10

RECORDATION REQUESTED BY:

American Bank of the North, Branch 28, 2310 NW 3rd St, PO Box 160, Grand Rapids, MN 55744

WHEN RECORDED MAIL TO:

American Bank of the North, Branch 28, 2310 NW 3rd St, PO Box 160, Grand Rapids, MN 55744

SEND TAX NOTICES TO:

American Bank of the North, Branch 28, 2310 NW 3rd St, PO Box 160, Grand Rapids, MN 55744

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 4, 2009, is made and executed between Vero Lincoln Mesa, LLC, whose address is 6160 Plumas Street, Reno, NV 89509-6060 ("Grantor") and American Bank of the North, whose address is Branch 28, 2310 NW 3rd St, PO Box 160, Grand Rapids, MN 55744 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated February 21, 2008 (the "Deed of Trust") which has been recorded in Lincoln County, State of Nevada, as follows:

Deed of Trust dated February 21, 2008 recorded on March 3, 2008 as Document No. 0131066 in Book 259, Page 0524, in the Office of the County Recorder, Lincoln County, Nevada.

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

Parcel One (1):

All of Section Thirteen (13), Township Twelve (12) South, Range Seventy (70) East, .D.B.&M., Lincoln County, Nevada.



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

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Parcel Two (2):

The West Half (W 1/2) and the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section Eighteen (18), Township Twelve (12) South, Range Seventy-one (71) East, M.D.B.&M., Lincoln County, Nevada

The Real Property or its address is commonly known as Lincoln County, NV. The Real Property tax identification number is 008-251-05 and 008-261-10.

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

Extend maturity date from July 1, 2009 to September 4, 2010. Change from interest-only payments due monthly to principal and interest payments of \$7,300.00 due monthly, beginning September 4, 2009. All other terms and covenants of the original Promissory Note remain the same.

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 AUGUST 4, 2009.



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

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GRANTOR:

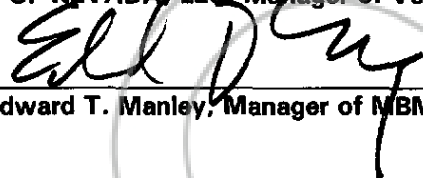
VERO LINCOLN MESA, LLC

VERO MESQUITE, LLC, Manager of Vero Lincoln Mesa, LLC


GONZO INVESTOR, LLC, Manager of Vero Mesquite, LLC

By: 
Nello Gonfiantini III, Manager of Gonzo Investor, LLC

MBM OF NEVADA, LLC, Manager of Vero Mesquite, LLC

By: 
Edward T. Manley, Manager of MBM of Nevada, LLC

**LINCOLN COUNTY INVESTMENT GROUP, LLC, Member of Vero
Lincoln Mesa, LLC**

By: 
**John D. (Rick) Anderson, Manager of Lincoln County
Investment Group, LLC**

STATE OF Nevada

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) SS

COUNTY OF Washoe

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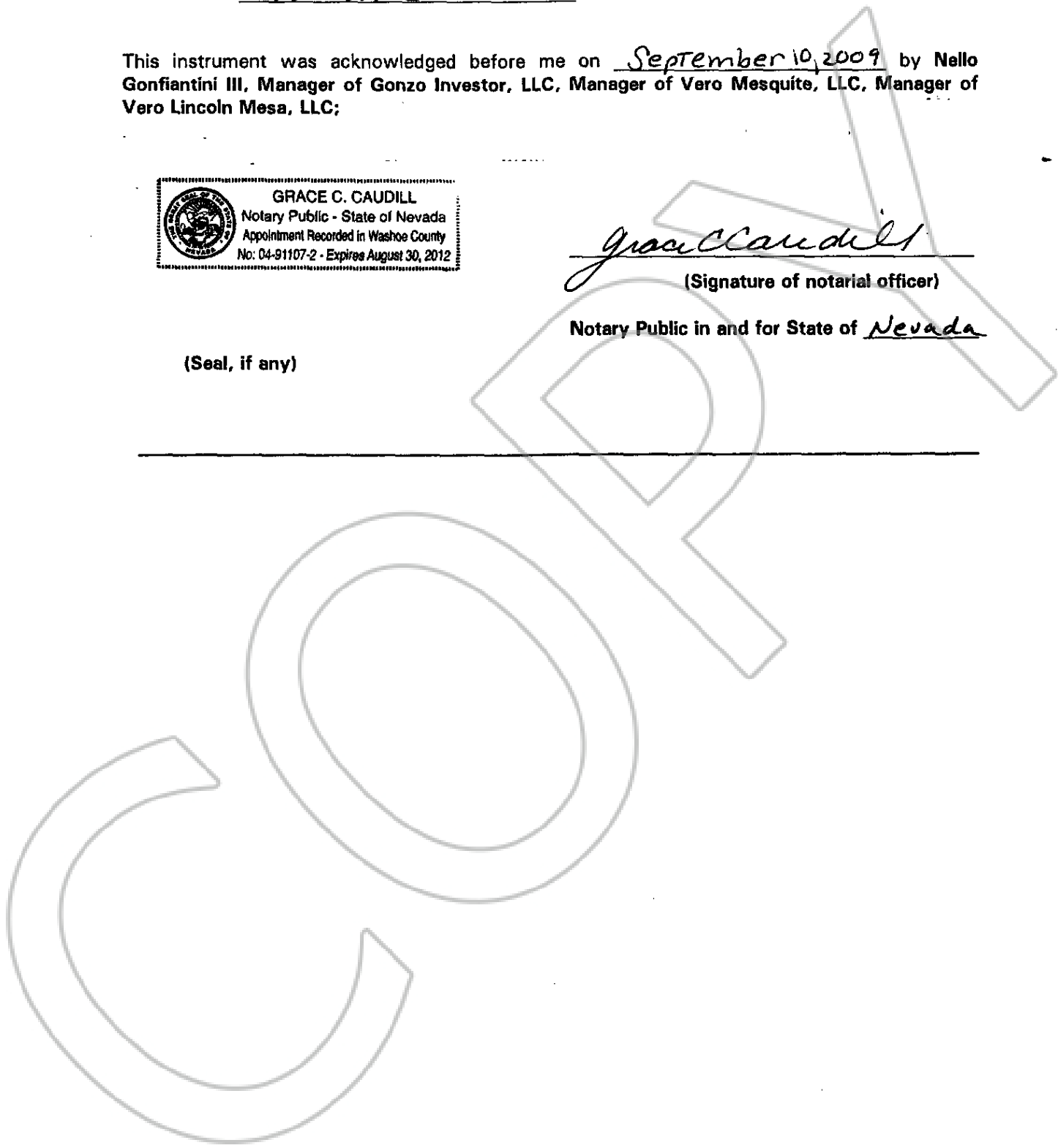
This instrument was acknowledged before me on September 10, 2009 by Nello
Gonfiantini III, Manager of Gonzo Investor, LLC, Manager of Vero Mesquite, LLC, Manager of
Vero Lincoln Mesa, LLC;



Grace Caudill
(Signature of notarial officer)

Notary Public in and for State of Nevada

(Seal, if any)





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

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LENDER:

AMERICAN BANK OF THE NORTH

[Handwritten Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Minnesota)

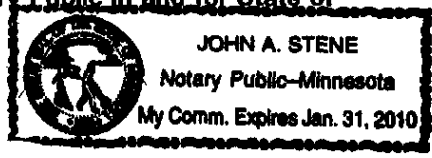
COUNTY OF Hasca)
SS)

This instrument was acknowledged before me on September 18, 2009 by Nello Gofiantini III, Manager of Gonzo Investor, LLC, Manager of Vero Mesquite, LLC, Manager of Vero Lincoln Mesa, LLC; Edward T. Manley, Manager of MBM of Nevada, LLC, Manager of Vero Mesquite, LLC, Manager of Vero Lincoln Mesa, LLC; and John D. (Rick) Anderson, Manager of Lincoln County Investment Group, LLC, Member of Vero Lincoln Mesa, LLC, as designated agents of Vero Lincoln Mesa, LLC.

[Handwritten Signature]
(Signature of notarial officer)

(Seal, if any)

Notary Public in and for State of





0134309

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

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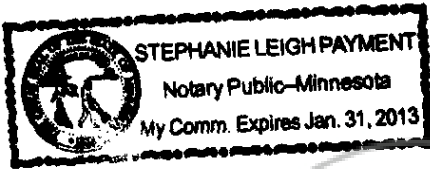
LENDER ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Hasca

)
) SS
)

This instrument was acknowledged before me on September 18, 2009 by John A. Gene, Senior Vice President of American Bank of the North, as designated agent of American Bank of the North.



(Seal, if any)

Stephanie Leigh Payment
(Signature of notarial officer)

Notary Public in and for State of MN