

Official Record

Recording requested By  
NEVADA BANK & TRUST COMPANY

Lincoln County - NV  
Leslie Boucher - Recorder

Fee: \$18.00 Page 1 of 5  
RPTT Recorded By: AE  
Book- 256 Page- 0226

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

*Leslie Boucher*  
Signature

*Alamo Branch Manager*  
Title

05-20-2010  
Date

Assessor Parcel No(s): 004-071-12

RECORDATION REQUESTED BY:  
Nevada Bank & Trust Company, Alamo Office, PO Box 300, 51 Cottonwood Street, Alamo, NV 89001

WHEN RECORDED MAIL TO:  
Nevada Bank & Trust Company, Alamo Office, PO Box 300, 51 Cottonwood Street, Alamo, NV 89001

SEND TAX NOTICES TO:  
Marshall F. Davis and Julie S. Davis, PO Box 341, Alamo, NV 89001

FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

THIS MODIFICATION OF DEED OF TRUST dated May 20, 2010, is made and executed between Marshall F. Davis and Julie S. Davis, husband and wife as joint tenants, as to Parcel I; and among Marshall Davis and Julie Davis, husband and wife as joint tenants with right of survivorship, as to Parcel II. ("Grantor") and Nevada Bank & Trust Company, whose address is Alamo Office, PO Box 300, 51 Cottonwood Street, Alamo, NV 89001 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated October 10, 2003 (the "Deed of Trust") which has been recorded in Lincoln County, State of Nevada, as follows:

Deed of Trust recorded 10-15-2003, as Instrument No. 121115, Book 179, of Official Records, Lincoln County.

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

Parcel I:





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

Loan No: 200240200

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A parcel of land located in Block 57, Town of Alamo, Lincoln County, Nevada in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4 of Section 5, Township 7 South, Range 61 East, M.D.B.&M.; or beginning at a point (the Southeast corner of said Parcel) on the North side of First South Street and approximately 6.00 feet West of the centerline of a concrete ditch, or at a point from which the Southeast corner of said Section 5 bears South 79 degrees 50' 33" East for a distance of 1,287.17 feet, thence South 89 degrees 50' 56" West 100 Feet along the North side of First South Street to the Southwest corner; thence North 100 feet to the Northwest corner; thence East 100 feet to the Northeast corner, and thence South 100 feet to the Southeast corner, or point of beginning.

Together with the tenements, hereditaments, and Appurtenance thereunto belonging or Appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

The Real Property or its address is commonly known as 23 Weeping Willow, Alamo, NV 89001.

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

**Encumbrance of additional parcel hereby described as:**

Parcel II:

APN 004-071-25

2.66 Acres, more particularly described as Parcel 3 of the Verl LeMoine Davis and Shirley Ann Davis Living Trust dated October 19, 1988 Parcel Map recorded on May 7, 2007 in the official records of Lincoln County Recorder, Lincoln County, Nevada as Document No 128875.

Together with the tenements, hereditaments, and Appurtenance thereunto belonging or Appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

**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**



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

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**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Nevada

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COUNTY OF Lincoln

This instrument was acknowledged before me on May 20, 2010 by **Marshall F. Davis and Julie S. Davis.**



Betty Jo Jarvis  
(Signature of notarial officer)

Notary Public in and for State of Nevada

(Seal, if any)



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

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OF TRUST IS DATED MAY 20, 2010.

GRANTOR:

x

Marshall F. Davis  
Marshall F. Davis

x

Julie S. Davis  
Julie S. Davis

LENDER:

NEVADA BANK & TRUST COMPANY

x

S. Haladay  
Authorized Officer



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

Loan No: 200240200

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**LENDER ACKNOWLEDGMENT**

STATE OF Nevada

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COUNTY OF Lincoln

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This instrument was acknowledged before me on May 20, 2010 by Shirley Holiday of Nevada Bank & Trust Company, as designated agent of Nevada Bank & Trust Company.



Betty Jo Jarvis  
(Signature of notarial officer)

Notary Public in and for State of Nevada

(Seal, if any)