

**Official Record**Recording requested By  
TUFFY RANCH PROPERTIES, LLCLincoln County - NV  
Leslie Boucher - Recorder

Fee: \$19.00

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RPTT:

Recorded By: DP

Book- 258 Page- 0012



0136374

APN: 005-171-22; 005-171-26; 005-171-36;  
005-171-38; 005-171-41; 005-131-27;  
005-141-10; 005-161-03; 005-141-02;  
005-131-14; 012-170-08; 012-170-21;  
012-170-38; 006-201-06; 006-301-07;  
006-251-03; 006-281-15; 006-281-02;  
006-281-13; 006-281-08; 006-281-03;  
005-171-07; 006-261-27; 006-261-29;  
005-171-29; 006-261-09; 006-261-10;  
006-261-15; 006-261-14; 006-061-01;  
006-061-02; 006-061-03; 006-271-21

Mail Tax Statements to:

Tuffy Ranch Properties, LLC  
6600 North Wingfield Parkway  
Sparks, NV 89436

When Recorded Mail to:

Carl Savely, General Counsel  
Wingfield Nevada Group Management Company  
6600 North Wingfield Parkway  
Sparks, NV 89436

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**THIRD AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS**

THIS THIRD AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS ("3<sup>rd</sup> DT Amendment") is made as of August 1, 2010, by and between Tuffy Ranch Properties, LLC, a Nevada limited liability company ("Trustor"), whose address is 6600 North Wingfield Parkway, Sparks, NV 89436, successor in interest by assignment from Pyramid Land Partners, LLC, a Wyoming limited liability company (fka Pyramid Development, LLC) ("Pyramid") and Linda McCrosky as Trustee of the Howard McCrosky Family Trust, Max McCrosky, Robert E. McCrosky, and William L. McCrosky, whose mailing address is HC 74 Box 170, Pioche, NV 89403 (collectively, the "Beneficiary").

Deed of Trust 3rd Amend (8-1-10) v\_1

Page 1 of 5 (including all signature pages)

**RECITALS:**

- A. WHEREAS, as a result of that Assignment and Assumption Agreement dated May 2, 2005, between Pyramid and Beneficiary ("Assignment"), Trustor and Beneficiary are the current parties to and subject to all of the respective rights, benefits, and obligations related to and arising from that certain "Note Secured by Deed of Trust" dated September 17, 2004, given by Pyramid in favor of Beneficiary, in the original principal amount of Three Million Dollars (\$3,000,000), as amended by that certain Amendment of Note dated May 2, 2005, and that certain Second Amendment of Note dated September 3, 2009 (as assigned, assumed, and amended, the "Note").
- B. WHEREAS, pursuant to the Assignment, Trustor and Beneficiary are the current parties, and subject to all rights, benefits, and obligations related to and arising from that "Deed of Trust and Assignment of Rents" dated September 15, 2004, in favor of First American Title Insurance Company of Nevada as trustee, for the benefit of Beneficiary as beneficiary, which such instrument secures the Note, and was recorded in Official Records of Lincoln County in Book 191, Page 225, as Instrument No. 123081, and as amended by that certain Amendment to Deed of Trust With Assignment of Rents dated May 2, 2005, given by Trustor as trustor, and accepted by Beneficiary as beneficiary, recorded in Official Records of Lincoln County in Book 202, Page 156, as Instrument 124669, and as further amended by that certain Second Amendment to Deed of Trust With Assignment of Rents dated September 3, 2009, and recorded in Official Records of Lincoln County in Book 251, Page 0003, as Instrument 0134533 (as assigned, assumed, and amended, the "Deed of Trust").
- C. Trustor and Beneficiary desire to amend the Deed of Trust to evidence modification of principal payment terms as more fully set forth in the concurrent amendment of the Note.

NOW, THEREFORE, with reference to the foregoing Recitals (which are incorporated herein by this reference) and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor and Beneficiary agree as follows:


1. Trustor and Beneficiary hereby acknowledge a modification of the principal payment amounts and dates, including, an extension of the maturity date until September 17, 2013, as more fully set forth in the Note, but in all other respects the Note remains in full force and effect.



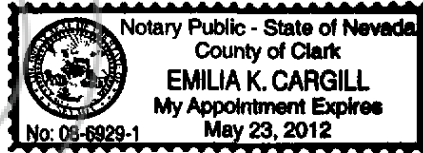
2. Trustor's obligations evidenced by the Note shall continue to be secured by the Deed of Trust, as amended herein. Except as amended by this 3<sup>rd</sup> DT Amendment, the Deed of Trust shall remain unmodified and in full force and effect. The parties hereto hereby ratify and confirm the Deed of Trust and the Note, as amended herein.
3. This 3<sup>rd</sup> DT Amendment may be executed in any number of counterparts. Each counterpart shall be deemed one and the same original.
4. This 3<sup>rd</sup> DT Amendment shall be governed by, and construed and enforced in accordance with, the Laws of the State of Nevada.
5. Trustor shall pay all expenses, charges, costs and fees incurred in connection with this 3<sup>rd</sup> DT Amendment, including all fees, charges, and taxes in connection with the recording or filing of this 3<sup>rd</sup> DT Amendment.
6. In the event of any inconsistencies between the provisions of this 3<sup>rd</sup> DT Amendment and the provisions of the Deed of Trust and the Note, the provisions of this 3<sup>rd</sup> DT Amendment shall govern and prevail.

IN WITNESS WHEREOF, Trustor and Beneficiary have executed this 3<sup>rd</sup> DT Amendment as of the date first written above.


**TRUSTOR:**  
TUFFY RANCH PROPERTIES, LLC  
a Nevada limited liability company

By:   
Harvey Whittemore, Manager

STATE OF NEVADA )  
COUNTY OF CLARK ) ss.



This instrument was acknowledged before me on August 20, 2010, by Harvey Whittemore as Manager of Tuffy Ranch Properties, LLC, a Nevada limited liability company.

  
Notary Public Exp. 5/23/2012



**BENEFICIARY:**

Linda McCrosky  
Linda McCrosky as Trustee of the Howard McCrosky Family Trust

STATE OF NEVADA )  
COUNTY OF Washoe ) ss.

This instrument was acknowledged before me on August 17th 2010, by Linda McCrosky as Trustee of the Howard McCrosky Family Trust.



Kellen Monick  
Notary Public

\_\_\_\_\_  
Max McCrosky

STATE OF NEVADA )  
COUNTY OF LINCOLN ) ss.

This instrument was acknowledged before me on August \_\_\_\_\_, 2010, by Max McCrosky.

\_\_\_\_\_  
Notary Public



**BENEFICIARY:**

\_\_\_\_\_  
Linda McCrosky as Trustee of the Howard McCrosky Family Trust

STATE OF NEVADA )  
COUNTY OF \_\_\_\_\_ ) ss.


This instrument was acknowledged before me on August \_\_\_\_\_, 2010, by Linda McCrosky as Trustee of the Howard McCrosky Family Trust.

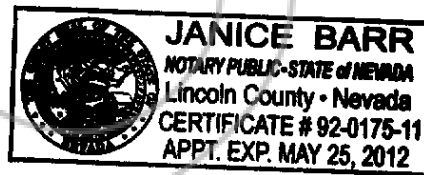
\_\_\_\_\_  
Notary Public

  
\_\_\_\_\_  
Max McCrosky

STATE OF NEVADA )  
COUNTY OF LINCOLN ) ss.

This instrument was acknowledged before me on August 18, 2010, by Max McCrosky.

  
\_\_\_\_\_  
Notary Public





BENEFICIARY SIGNATURES, continued

Robert E. McCrosky  
Robert E. McCrosky

STATE OF NEVADA )  
COUNTY OF LINCOLN ) ss.

This instrument was acknowledged before me on August 18, 2010, by Robert E. McCrosky.

Janice Barr  
Notary Public

William L. McCrosky  
William L. McCrosky



STATE OF NEVADA )  
COUNTY OF LINCOLN ) ss.

This instrument was acknowledged before me on August 18, 2010, by William L. McCrosky.

Janice Barr  
Notary Public

