

Official Record

Recording requested By PAHRANAGAT VALLEY FEDERAL CREDIT UN

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$15.00

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RPTT:

Recorded By: LB

Book- 258 Page- 0640



THE UNDERSIGNED HEREBY AFFIRMS THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN A SOCIAL SECURITY NUMBER. (PER NRS 239B.030)

SIGNATURE

TITLE

WHEN RECORDED, MAIL TO

Pahrnagat Valley FCU
P.O. Box 419
Alamo, NV 89001

Parcel ID Number: 011-060-19

MODIFICATION TO DEED OF TRUST AND SECURITY AGREEMENT

THIS AGREEMENT is made as of the 4th day of October 2010, by and between Sherry Spencer and Philip Spencer, Wife and Husband as joint tenants with right of survivorship (herein "Borrower"), First American Title (herein "Trustee") and Pahrnagat Valley FCU, as beneficiary (herein "Lender").

WITNESSETH:

WHEREAS, on March 10, 2009, Trustor did make, execute and deliver to Beneficiary, that certain Deed of Trust and Security Agreement and recorded on March 16, 2009, as Document No. 0133560. Official Records of Lincoln County, Nevada (the "Deed of Trust"), encumbering certain real property situate in such county and state, which Deed of Trust secures, among other obligations, payment of that certain Promissory Note Secured By Deed of Trust (the "Note") dated March 10, 2009, in the original principal amount of \$130,000.00, made by Trustor, payable to the order of Beneficiary; and

WHEREAS, the parties have concurrently herewith amended the Note and desire to modify the Deed of Trust as hereinafter set forth;

NOW, THEREFORE, for a value received, the parties agree as follows:

- 1. Any capitalized words or terms used but not otherwise defined herein shall have the meaning given to such words or terms in the Note or the Deed of Trust.





- 2. The total outstanding balance covered under this Deed of Trust Modification *has been raised to One Hundred Fifty One Thousand Nine Hundred and Twenty Dollars (\$151,920.00).*
- 3. Any reference in the Deed of Trust to the "Note" shall mean the Note as amended by the Amendment To Promissory Note Secured By Deed of Trust of even date herewith.
- 4. Except as herein modified, the Deed of Trust remains in Full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CONSENT


The undersigned hereby consent to the foregoing Modification to Deed of Trust and Security Agreement and acknowledge and agree that their obligations under that certain Guarantee dated *March 10, 2009*, executed in connection with the Note remain in full force and effect.


 _____ - Borrower
 Sherry Spencer


 _____ - Borrower
 Philip Spencer

State of Nevada)
 County of Lincoln)

This instrument was acknowledged before me on Oct 8, 200⁹ by *Sherry Spencer and Philip Spencer*.



 Notary Public
 My Commission Expires: NOV 6 2010

