

Official Record

Recording requested By
PAHRANAGAT VALLEY FEDERAL CREDIT UN

Lincoln County - NV
Leslie Boucher - Recorder

Fee: \$15.00 Page 1 of 2
RPTT: Recorded By: LB
Book- 263 Page- 0133



0138119

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: 11-070-27

MODIFICATION TO DEED OF TRUST AND SECURITY AGREEMENT

THIS AGREEMENT is made as of the *12th* day of *October 2010*, by and between *Keith Murray Whipple Sr., Trustee of the Keith Murray Whipple Sr. Family Trust and Leland Whipple and Michelle Whipple, husband and wife as Joint Tenants* (herein "Borrower"), First American Title (herein "Trustee") and Pahrnagat Valley FCU, as beneficiary (herein "Lender").

WITNESSETH:

WHEREAS, on *June 3, 2009*, Trustor did make, execute and deliver to Beneficiary, that certain Deed of Trust and Security Agreement and recorded on *June 17, 2009*, as *Document No. 0133864*. 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 *June 1, 2009*, in the original principal amount of *\$102,000.00*, made by Trustor, payable to the order of Beneficiary; and **WHEREAS** on *November 6, 2010*, Trustor did make, execute and deliver to Beneficiary, that certain Modification to Deed of Trust and Security Agreement and recorded on *December 14, 2010*. **Whereas** such document raised the amount borrowed to *One Hundred and Fifty Thousand Dollars (\$150,000.00)*.

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 and Eighty Five Thousand Dollars (\$185,000.00).*
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 *June 3, 2009*, executed in connection with the Note remain in full force and effect.

Keith Murray Whipple - Borrower
The Keith Murray Whipple Sr Family Trust

Leland Whipple - Borrower
Leland Whipple

Michelle Whipple - Borrower
Michelle Whipple

State of Nevada)
County of Lincoln)

This instrument was acknowledged before me on Nov 2, 2010 by *Keith Whipple Sr, Trustee, Leland Whipple and Michelle Whipple.*

Robin E. Simmers
Notary Public
My Commission Expires: Nov 6 2010

