

Official RecordRecording requested By
EMILIA K. CARGILL

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$18.00

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RPTT:

Recorded By: LB

Book- 276 Page- 0553



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APN: 005-171-22; 005-171-26; 005-171-36;
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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
4021 Port Chicago Highway
Concord, CA 94520

When Recorded Mail to:

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

FIFTH AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS FIFTH AMENDMENT TO DEED OF TRUST WITH ASSIGNMENT OF RENTS (“5TH DT Amendment”) is made as of December 1, 2012, by and between Tuffy Ranch Properties, LLC, a Nevada limited liability company (“Trustor”), whose address is c/o 4021 Port Chicago Highway, Concord, CA 94520, successor in interest by assignment from Pyramid Land Partners, LLC, a Wyoming limited liability company (fka Pyramid Development, LLC) (“Pyramid”) and Max McCrosky, Robert E. McCrosky, William L. McCrosky, and Linda McCrosky as Trustee of the Howard McCrosky Family Trust (collectively, the “Beneficiary”). Beneficiary’s mailing address shall be in care of HC 74 Box 170, Pioche, NV 89403 and with a copy to 955 Bernice Court, Sparks, NV 89436.

2012-12-12 5th DoT Amend (v2)

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 as amended by that certain Second Amendment of Note dated September 3, 2009, and as amended by that certain Third Amendment of Note dated August 1, 2010, and as amended by that certain Fourth Amendment of Note dated February 6, 2012 (as assigned, assumed, and amended, the "Note").
- B. WHEREAS, concurrent with this Fifth Amendment to Deed of Trust With Assignment of Rents, Trustor and Beneficiary entered into a Fifth Amendment of Note to evidence certain modifications to the interest rate, payments, and escrow holder.
- C. 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 Document No. 123081, and as amended by that certain Amendment to Deed of Trust With Assignment of Rents dated May 2, 2005, given by Promisor as trustor, and accepted by Promisee as beneficiary, recorded in Official Records of Lincoln County in Book 202, Page 156, as Document No. 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 Document No. 0134533, and as amended by that certain Third Amendment to Deed of Trust with Assignment of Rents dated August 1, 2010, and recorded in Official Records of Lincoln County in Book 258, Page 0012, as Document No. 0136374, and as amended by that certain Fourth Amendment to Deed of Trust with Assignment of Rents dated February 6, 2012, and recorded in Official Records of Lincoln County in Book 270, Page 0235 as Document No. 0140847 (as assigned, assumed, and amended, the "Deed of Trust").
- D. WHEREAS, Trustor and Beneficiary desire to confirm and amend the Deed of Trust to evidence modification of payment terms as more fully set forth in the Fifth Amendment of Note described above.




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 agree to: (a) a waiver of certain interest payments, (b) reduce the interest rate set forth in the Note, and (c) establish a new escrow payment account through Chicago Title Agency of Nevada, all as specifically set forth in the Fourth Amendment of 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 5th DT Amendment, the Deed of Trust shall remain unmodified and in full force and effect.
3. This 5th DT Amendment may be executed in any number of counterparts. When all counterpart signatures to this agreement are taken together, the resulting document shall be one and the same original.
4. This 5th DT Amendment shall be governed by, and construed and enforced in accordance with, the Laws of the State of Nevada.
5. In the event of any inconsistencies between the provisions of this 5th DT Amendment and the provisions of the Deed of Trust, the provisions of this 5th DT Amendment shall govern and prevail.

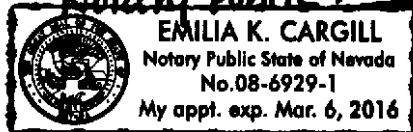
IN WITNESS WHEREOF, Trustor and Beneficiary have executed this 5th DT Amendment as of the date first written above.

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

By: 
Albert D. Seeno, Jr., Manager

*State of Nevada)
County of Washoe) ss.
This instrument was acknowledged
before me by Albert D. Seeno, Jr.
as manager of Tuffy Ranch
Properties, LLC on January 16, 2013.*

~~SEE ATTACHED CALIFORNIA FORM OF NOTARY (a non-numbered page)~~

Notary Public: Emilia K. Cargill

EMILIA K. CARGILL
Notary Public State of Nevada
No. 08-6929-1
My appt. exp. Mar. 6, 2016



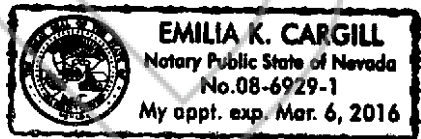
BENEFICIARY:

Max McCrosky
Max McCrosky

STATE OF NEVADA)
COUNTY OF LINCOLN) ss.

This instrument was acknowledged before me on December 12, 2012, by Max McCrosky.

Emilia Kargill
Notary Public

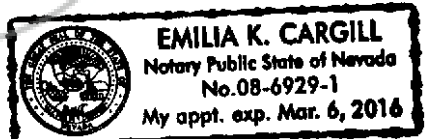


Robert E. McCrosky
Robert E. McCrosky

STATE OF NEVADA)
COUNTY OF LINCOLN) ss.

This instrument was acknowledged before me on December 12, 2012, by Robert E. McCrosky.

Emilia Kargill
Notary Public





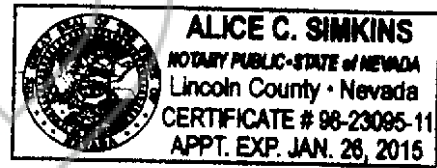
BENEFICIARY SIGNATURE PAGE, continued

William L. McCrosky
William L. McCrosky

STATE OF NEVADA)
COUNTY OF LINCOLN) ss.

This instrument was acknowledged before me on January 29, 2013, 2012, by William L. McCrosky.

Alice C. Simkins
Notary Public



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 December 21, 2012, by Linda McCrosky as Trustee of the Howard McCrosky Family Trust.



Carol A. Thompson
Notary Public