

LINCOLN COUNTY, NV

2019-157622

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OFFICIAL RECORD

AMY ELMER, RECORDER

A.P.N.: 010-250-02

File No: 13895-2547099

Recording Requested by:
First American Title Insurance Company

When Recorded Mail To:
Northwest FCS-Country Home Depot
2001 S Flint Rd
Spokane, WA 99220

Modification of Line of Credit Deed of Trust

This page added to provide additional information required by NRS 111.312 Section 1-2

This cover page must be typed or printed clearly in black ink only.

Return Address:

Northwest FCS-Country Home Dept.
2001 S. Flint Rd.
PO Box 2515
Spokane, WA 99220-2515

MODIFICATION OF LINE OF CREDIT DEED OF TRUST

This Modification of Line of Credit Deed of Trust (this "Modification"), dated as of November 18, 2019, is made by and between **Steve L. Medlin, same person as Steve Medlin, and Glenda W. Medlin, same person as Glenda Medlin**, husband and wife, **Branton Genco and Abigail K. Genco**, husband and wife, and **D-4 Enterprises Corporation**, a Nevada Corporation (collectively "Grantor"), whose address is 20031 Rock Springs Rd., Alamo, NV 89001, and **Northwest Farm Credit Services, FLCA**, a corporation organized and existing under the laws of the United States ("Beneficiary"), whose address is 2001 South Flint Road, Spokane, WA 99224-9198, P. O. Box 2515, Spokane, WA 99220-2515.

WHEREAS, a Line of Credit Deed of Trust dated December 2, 2016 was executed in favor of **UPI, Incorporated** ("Trustee"), whose address is 12410 E. Mirabeau Parkway, Suite 100, Spokane Valley, WA 99216, for the benefit of **Beneficiary**, which was recorded on December 14, 2016, as Document No. 0150673 in the Official Records of Lincoln County, Nevada (as modified, amended or restated, the "Deed of Trust"), covering the land situated in the State of Nevada, County of Lincoln, described as follows:

Township 6 South, Range 57 East, M.D.M.
Section 25: Northwest Quarter of the Northwest Quarter

Tax Parcel Number: 010-250-02

WHEREAS, at the time the Deed of Trust was recorded, ownership of the Property described in the Deed of Trust was held by **Steven L. Medlin and Glenda W. Medlin, husband and wife, and Branton Genco, an unmarried man;**

WHEREAS, the Deed of Trust inadvertently excluded **Branton Genco** as one of the Grantors and the parties wish to modify the Deed of Trust to include **Branton Genco** as a Grantor;

WHEREAS, **Branton Genco** is currently married and ownership of the Property has changed to include his wife, **Abigail K. Genco**. Additionally, ownership of the Property has changed to also include **D-4 Enterprises Corporation**. Accordingly, the parties wish to modify the Deed of Trust to include **Abigail K. Genco and D-4 Enterprises Corporation** each as a Grantor; and

WHEREAS, **Branton Genco, Abigail K. Genco and D-4 Enterprises Corporation**, hereby agree to be bound by all the terms, provisions, covenants, conditions and representations set forth in the Deed of Trust. **Branton Genco, Abigail K. Genco and D-4 Enterprises Corporation** also represent to **Beneficiary** that they have the requisite authority to sign this Modification and assume the obligations and be bound by all the terms, provisions, covenants, conditions and representations set forth in the Deed of Trust.

Modification of Line of Credit Deed of Trust
(Steve L. Medlin/Note No. 6231139)

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be bound hereby, Grantor and Beneficiary now agree to modify the Deed of Trust as follows.

ARTICLE 1 AMENDMENTS

1.1 Recitals, References and Definitions.

- a. The recitals hereto are incorporated in and made a part of this Modification.
- b. All references in the Deed of Trust to the "Deed of Trust" are deemed to refer to the Deed of Trust as amended and supplemented by this Modification.
- c. All capitalized terms used but not otherwise defined in this Modification shall have the meaning given such terms in the Deed of Trust.

ARTICLE 2 MISCELLANEOUS

2.1 **Acceptance By Trustee.** Trustee accepts this trust when this Modification, duly executed and acknowledged, is made a public record as provided by law.

2.2 **Headings.** Article and section headings are included in this Modification for convenience of reference only and shall not be used in construing this Modification.

2.3 **Severability.** Every provision of this Modification is intended to be severable. The illegality, invalidity or unenforceability of any provision of this Modification shall not in any way affect or impair the remaining provisions of this Modification, which provisions shall remain binding and enforceable.

2.4 **Successors and Assigns.** This Modification applies to, inures to the benefit of and binds all parties to this Modification, their heirs, legatees, devisees, administrators, executors, successors and assigns.

2.5 **Counterparts.** This Modification may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

2.6 **WAIVER OF JURY TRIAL.** GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LOAN DOCUMENT OR ANY OTHER LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS LOAN DOCUMENT AND ANY OTHER LOAN DOCUMENTS. IT IS INTENDED THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

2.7 **Limited Liability and Waiver.** The following parties join in this instrument to perfect the lien offered as security for the Secured Obligations and to acknowledge the covenants and conditions contained herein are applicable to them as owners of the described property, but assume no liability for payment of the Note(s): **Branton Genco, Abigail K. Genco and D-4 Enterprises Corporation.** Without affecting the lien of this Deed of Trust, **Branton Genco, Abigail K. Genco and D-4 Enterprises Corporation** hereby waives any defense for any action affecting the Collateral, the Secured Obligations or the Loan Documents, including but not limited to, the following and or notice thereof: (a) any alteration of any terms of the Loan Documents, including increase of indebtedness; (b)

the order of application of payments made; (c) acceleration; (d) release or sale of all or a part of the Collateral; (e) the taking or release of additional security; (f) default or any action or nonaction taken by any party to the Loan Documents; (g) any statute of limitation, anti-deficiency laws, one action rules, election of remedies, jurisdiction, venue, redemption, rights of valuation, stay of execution or marshaling; (h) the order of Beneficiary's proceeding against any party and or the Collateral or portion thereof; (i) any act by Beneficiary or any party which results in discharge of a liable party or release of the Collateral; and (j) all rights and remedies under applicable law or equity regarding rights and remedies of borrowers, mortgagors, mortgagees, grantors, beneficiaries, sureties, guarantors and or nonrecourse guarantors.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, Grantor and Beneficiary have duly executed this Modification as of the date first above written.

GRANTOR:

Steve L Medlin
Steve L. Medlin

Glenda W. Medlin
Glenda W. Medlin

Branton Genco
Branton Genco

Abigail K. Genco
Abigail K. Genco

Abigail K Genco

D-4 Enterprises Corporation, a Nevada Corporation

By *Steve L Medlin* President
Steve L. Medlin, President

*Steve L Medlin,
President*

By *Glenda W. Medlin-treasurer*
Glenda W. Medlin, Treasurer

BENEFICIARY:

Northwest Farm Credit Services, FLCA

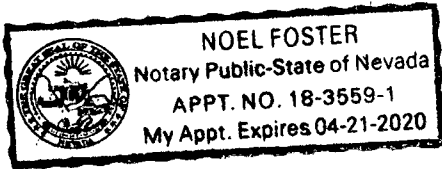
By *Cori Wuesthoff*
Authorized Agent


Cori Wuesthoff

Modification of Line of Credit Deed of Trust
(Steve L. Medlin/Note No. 6231139)

STATE OF NEVADA)
)ss.
County of LINCOLN)

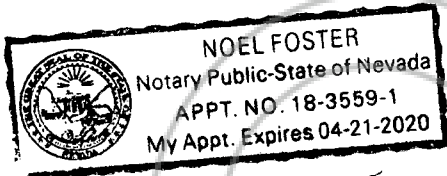
On this 18, day of NOV., 2019, before me personally appeared Steve L. Medlin, known to me to be the person described in and who executed the within instrument, and acknowledged that he executed the same as his free act and deed.





Printed name NOEL FOSTER
Notary Public for the State of NEVADA
Residing at LAS VEGAS NV
My commission expires 4-21-20

STATE OF NEVADA)
)ss.
County of LINCOLN)

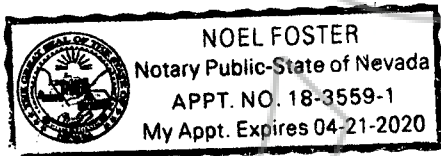
On this 18, day of NOV., 2019, before me personally appeared Glenda W. Medlin, known to me to be the person described in and who executed the within instrument, and acknowledged that she executed the same as her free act and deed.

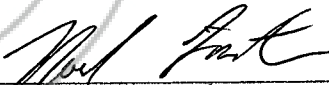



Printed name NOEL FOSTER
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Residing at LAS VEGAS NV
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STATE OF NEVADA)
)ss.
County of LINCOLN)

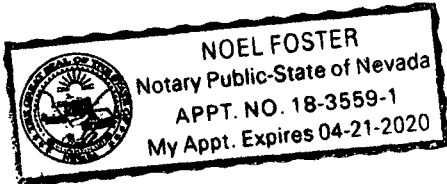
On this 18 day of NOV., 2019, before me personally appeared Branton Genco, known to me to be the person described in and who executed the within instrument, and acknowledged that he executed the same as his free act and deed.





Printed name NOEL FOSTER
Notary Public for the State of NEVADA
Residing at LAS VEGAS NV
My commission expires 4-21-20

STATE OF NEVADA)
County of LINCOLN)ss.

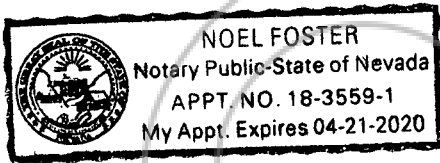
On this 18 day of NOV., 2019, before me personally appeared Abigail K. Genco, known to me to be the person described in and who executed the within instrument, and acknowledged that she executed the same as her free act and deed.

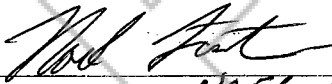



Printed name NOEL FOSTER
Notary Public for the State of NEVADA
Residing at LAS VEGAS NV
My commission expires 4-21-20

STATE OF NEVADA)
County of LINCOLN)ss.

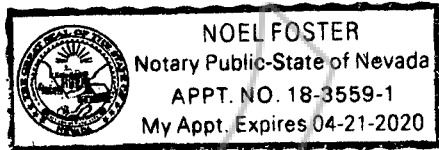
On this 18 day of NOV., 2019, before me personally appeared Steve L. Medlin, known to me to be the President of D-4 Enterprises Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed and on oath stated that he was authorized to execute said instrument.

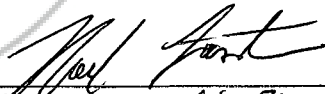



Printed name NOEL FOSTER
Notary Public for the State of NEVADA
Residing at LAS VEGAS NV
My commission expires 4-21-20

STATE OF NEVADA)
County of LINCOLN)ss.

On this 18 day of NOV, 2019, before me personally appeared Glenda W. Medlin, known to me to be the Treasurer of D-4 Enterprises Corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed and on oath stated that she was authorized to execute said instrument.

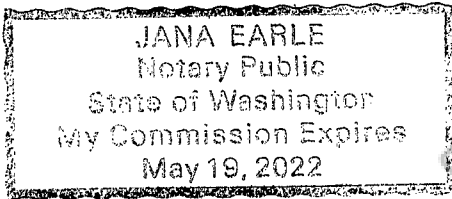



Printed name NOEL FOSTER
Notary Public for the State of NEVADA
Residing at LAS VEGAS NV
My commission expires 4-21-20

Modification of Line of Credit Deed of Trust
(Steve L. Medlin/Note No. 6231139)

STATE OF WASHINGTON
County of SPOKANE)ss.

On this 20th day of NOVEMBER, 2019, before me personally appeared Cori Westhoff, known to me to be an authorized agent of Northwest Farm Credit Services, FLCA, that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and on oath stated that he/she was authorized to executed said instrument.



Jana Earle
Washington
5/19/22

Jana Earle
Printed name Jana EARLE
Notary Public for the State of WASHINGTON
Residing at SPOKANE, WASHINGTON
My commission expires May 19, 2022

Schedule A

TOWNSHIP 6 SOUTH, RANGE 57 EAST, M.D.M.

SECTION 25: NORTHWEST QUARTER OF THE NORTHWEST QUARTER.

