

This document filed for record by Frontier Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

133663

AMENDMENT TO DEED OF TRUST

THIS AMENDMENT TO DEED OF TRUST, made this 1st day of January, 1990, between KENNETH P. STENTON and EARLENE STENTON, husband and wife, herein called Trustor, and MARSHALL J. STENTON and NEIL D. STENTON, as Co-Executors of the Estate of FLORENCE M. STENTON, deceased, herein called Beneficiary.

WHEREAS, the Trustor made and executed a certain Deed of Trust to TITLE INSURANCE AND TRUST COMPANY, a California corporation, as Trustee, and FLORENCE M. STENTON, as Beneficiary, to secure the payment of the Promissory Note described therein, which Deed of Trust was dated January 2, 1980, and was recorded of September 29, 1980, in Book 87, at Page 458, in the office of the County Recorder of Eureka County Nevada;

WHEREAS, as of the date hereof Beneficiary and Trustor have substituted an Amended Promissory Note in the principal sum of \$53,900.00; and

WHEREAS, it is the intent of the parties hereto that said Amended Note be secured by the Deed of Trust dated January 2, 1980;

W I T N E S S E T H:

That the Trustor, for and in consideration of the premises and for other valuable consideration, the receipt of which is hereby acknowledged, and in order to further secure the obligation secured by said Deed of Trust dated January 2, 1980, hereby amends the aforesaid Deed of Trust by adding thereto the following paragraphs:

This Deed of Trust secures that Amended Promissory Note of even date in principal sum of \$53,900.00.

Notwithstanding any other provision contained in this Deed of Trust to the contrary, should Trustor, or either of them, or their heirs, successors or assigns, become a Beneficiary hereunder due to an Order for distribution of the assets of the Estate of FLORENCE M. STENTON, deceased, or as a result of any other order, conveyance of transfer, then in that event the consent and/or signature of the said Trustor, or either of them, or their heirs, successors or assigns, shall not be deemed necessary to enforce any and all remedies available to the Beneficiary hereunder in the event of default where the consent and/or signature of the Beneficiary is required hereunder. The foregoing provision may not be construed to waive or limit the right of the Trustor, or either of them, or any of the heirs, successors or assigns from asserting any defenses which would be available to the Trustor of such Amendment to Deed of Trust.

GOICOECHEA & DIGRAZIA, LTD.  
ATTORNEYS AT LAW  
BLOHM BUILDING, SUITE 200  
FIFTH & IDAHO STREETS - P. O. BOX 1358  
ELKO, NEVADA 89801  
(702) 738-8091

BOOK 214 PAGE 293

Except as otherwise amended, the Deed of Trust described hereinabove shall have the same force and effect.

Kenneth P. Stenton  
KENNETH P. STENTON  
Earlene Stenton  
EARLENE STENTON

STATE OF Nevada  
)  
) ss. COUNTY OF Lyon

On the 29th day of September, 1990, personally appeared before me, a notary public, KENNETH P. STENTON and EARLENE STENTON, personally known (or proved) to me to be the persons whose names are subscribed to the above instrument who acknowledged that they executed the foregoing instrument

**SEAL**  
**Attixed**  
*Earlene Stenton*  
EX-OFFICIO CLERK OF THE SEVENTH JUDICIAL COURT

OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
BOOK 214 PAGE 298  
*Earlene Stenton*  
90 SEP 21 AM 11:27

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. 6

133663

BOOK 214 PAGE 298

GOICOECHEA & DIGRAZIA, LTD.  
ATTORNEYS AT LAW  
BLOHM BUILDING, SUITE 200  
FIFTH & IDAHO STREETS - P.O. BOX 1358  
ELKO, NEVADA 89801  
(702) 738-8091