

Assessor's parcel number: 007-200-65

EUREKA COUNTY, NV

2018-235904

Rec:\$35.00

\$35.00

Pgs=6

09/07/2018 02:19 PM

CORPORATION SERVICE COMPANY (CSC)

LISA HOEHNE, RECORDER

The undersigned hereby affirms that this document submitted for recording does not contain any personal information about any person(s) as defined by NRS 603A.040 on the document.

Signature

Print name & title Rhonda Payne, Office Manager

Return to: Kathy Daily, First Financial Bank Farm and Ranch Division

1717 Alliant Avenue,

Louisville, KY 40299

Prepared By: Loan Operations, First Financial Bank Farm & Ranch Division, 214 N Washington, El Dorado, AR 71730



REF151632320A

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MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is August 9, 2018. The parties and their addresses are:

GRANTOR:

FERNO L DUBRAY

An unmarried individual

1001 STR 278

Eureka, NV 89316

Ferno L Dubray

Nevada Real Estate Modification

AR/4SGUTHRIE00000000001737012N

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TRUSTEE:

FIRST AMERICAN TITLE

a Nevada Corporation
524 Commercial St
Elko, NV 89801

LENDER:

FIRST FINANCIAL BANK

Organized and existing under the laws of Arkansas
214 N Washington
El Dorado, AR 71730

1. BACKGROUND. Grantor and Lender entered into a security instrument dated JULY 17, 2015 and recorded on JULY 20, 2015 (Security Instrument). The Security Instrument was recorded in the records of Eureka County, Nevada at BOOK 0581 PAGE 0132 INSTRUMENT NUMBER 229667 and covered the following described Property:

Exhibit A

The property is located in Eureka County at APN 007-200-65, Eureka, Nevada 89316.

2. MODIFICATION. For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated August 9, 2018, from Grantor to Lender, with a modified loan amount of \$264,272.09 and maturing on January 1, 2035.

(b) All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in

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writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument when the evidence of indebtedness specifically states that it is secured by this Security Instrument.


3. WARRANTY OF TITLE. Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, bargain, convey and sell the Property in trust to Trustee, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

5. ADDITIONAL TERMS. "Default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, as provided by 7 CFR Part 12."

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

GRANTOR:


Ferno L Dubray

Ferno L Dubray
Nevada Real Estate Modification
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LENDER:

First Financial Bank

By

[Signature]
[Signature]
(Attest)

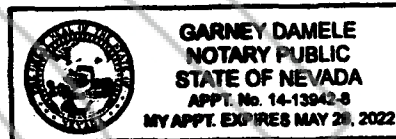
ACKNOWLEDGMENT.

State NEVADA OF County OF Eureka ss.

This instrument was acknowledged before me this 20th day of August, 2018 by Ferno L Dubray, an unmarried individual.

My commission expires:
May 28, 2022

[Signature]
(Notary Public)



Ferno L Dubray

Nevada Real Estate Modification

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[Signature]
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(Lender Acknowledgment)

State Kentucky OF Jefferson County OF Jefferson ss.
This instrument was acknowledged before me this 4th day of
September, 2018 by Kathy Daily as
SVP of First Financial Bank.

My commission expires: 09/01/2021

Rhonda M. Payne
(Notary Public)

RHONDA M. PAYNE
Notary Public
Kentucky - State at Large
My Commission Expires Sep 1, 2021

Ferno L Dubray

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**DUBRAY, FERNO
LEGAL DESCRIPTION
EXHIBIT A**

The land referred to herein is situated in the County of Eureka, State of Nevada, and is described as follows:

PARCEL A:

PARCEL 3 AS SHOWN ON THAT CERTAIN MAP OF DIVISION INTO LARGE PARCELS FOR WILLIAM W. RIGGS AND LUHREE G. RIGGS FILED IN THE OFFICE OF THE COUNTY RECORDER OF EUREKA COUNTY, STATE OF NEVADA, ON SEPTEMBER 07, 2000, AS FILE NO. 175133, BEING A PORTION OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M.

APN: 007-200-65

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, RECORDED NOVEMBER 17, 2011, IN BOOK 525, PAGE 220, AS INSTRUMENT NO. 218901 IN THE OFFICE OF THE EUREKA COUNTY RECORDER.