

EXTENSION AND MODIFICATION OF REAL ESTATE NOTE AND LIEN

THE STATE OF NEVADA §
 COUNTY OF DOUGLAS § KNOW ALL MEN BY THESE PRESENTS:
 §

That TAHOE VENTURE, a Texas joint venture, consisting of GEORGE A. FISK, CHARLES E. FISK, JR., ANDREW P. FISK and LARRY E. YOUNG (hereinafter called the "Undersigned" whether one or more), being legally obligated to pay the hereinafter described promissory note (the "Note") and who, if not presently primarily liable for the payment of the Note, hereby expressly assumes the payment thereof, the Note being in the original principal sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), dated August 17, 1984, executed by the Undersigned, payable to the order of BENT TREE NATIONAL BANK (the "Bank"), more fully described in a Short Form Deed of Trust and Assignment of Rents (the "Deed of Trust"), duly recorded in Book 884, page 2417, et seq., of the Real Property (Deed of Trust) Records of Douglas County, Nevada, the Note being secured by the liens therein created or mentioned against certain real property (the "Property") which is described as follows:

Lot 26, in Block B, of LAKEWOOD KNOLLS ANNEX, according to the map thereof, filed for record in the Office of the County Recorder of Douglas County, Nevada, on May 12, 1959, as Document No. 14378;

and who now desires to extend or rearrange the time or manner of payment of the Note and to extend and carry forward said liens on the Property, and

WHEREAS, the Bank, the legal owner and holder of the Note and of the liens securing the same, in consideration of the premises and at the request of the Undersigned has agreed to extend or rearrange the time or manner of payment of the Note as hereinafter provided:

NOW, THEREFORE, in consideration of the extension or rearrangement of the time or manner of payment of the Note as hereinafter set forth by the legal owner and holder thereof, the Undersigned hereby renews the Note and indebtedness and promises to pay to the order of the Bank in the City of Addison, Dallas County, Texas, all indebtedness remaining unpaid and outstanding on the Note, together with interest thereon at the Prime Rate (as defined in the Note), plus two percent (2%) per annum, said interest to be payable quarterly, being due and payable on the 17th day of each November, February, May, and August, during the term of the Note. However, any terms or provisions of the Note to the contrary notwithstanding, the maturity date of the Note (the "Maturity Date") is hereby extended for one (1) year until August 17, 1986, when the entire amount of unpaid and outstanding principal on the Note and all unpaid and accrued interest thereon, shall be finally due and payable. The Undersigned hereby renews, but does not extinguish, the Note and the lien, security interest and assignment created and evidenced by the Deed of Trust, and promises to pay to the order of the Bank, at its banking office in Addison, Texas, the principal sum of the Note, or such much thereof as may be advanced and outstanding, together with interest at the rate and in the manner specified in the Note, and as modified herein on or before the Maturity Date and to observe, comply with and perform each and every of the terms and provisions of the Deed of Trust, as herein modified.

The Undersigned hereby extends said liens on said property until said indebtedness and the Note as so renewed and extended has been fully paid, and agrees that such extension or rearrangement shall in no manner affect or impair the Note or the liens securing the same and that said liens shall not in any manner be waived, the purpose of this instrument being simply to extend or rearrange the time or manner of payment of the Note and indebtedness and to carry forward all liens securing the same, which are acknowledged by the Undersigned to be valid and subsisting, and the Undersigned further agrees that all terms and provisions of the Note and of

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the instrument or instruments creating or fixing the liens securing the same shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein.

EXECUTED this 12 day of September, 1985 to be effective as of the 17th day of August, 1985.

TAHOE VENTURE,
a Texas joint venture

By: George A. Fisk
George A. Fisk, Venturer

ACCEPTED AND AGREED BY THE
OWNER AND HOLDER OF THE NOTE:

BENT TREE NATIONAL BANK

By: Randall K. Yeager
Name: Randall K. Yeager
Its: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 12 day of September, 1985 by George A. Fisk, as venturer of TAHOE VENTURE, a Texas joint venture, on behalf of said joint venture.

SEAL

Caren J. Brown
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
CAREN J. BROWN
(Print or Type Name of Notary Here)

My Commission Expires:

10-15-88

THE STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was acknowledged before me on the 12 day of September, 1985 by Randall K. Yeager, Vice Pres. of BENT TREE NATIONAL BANK, on behalf of said bank.

SEAL

Caren J. Brown
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
CAREN J. BROWN
(Print or Type Name of Notary Here)

My Commission Expires:

10-15-88

AFTER RECORDING PLEASE RETURN TO:

Thomas R. Turet, Esq.
Geary, Stahl & Spencer
16479 Dallas Parkway
Suite 800
Dallas, Texas 75248

COPY

REQUESTED BY
DOUGLAS COUNTY TITLE
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'85 SEP 23 12:29

SUZANNE BEAUDREAU
RECORDER

\$7.00 PAID. *BA* DEPUTY

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BOOK 985 PAGE 2541