

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESS OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

MODIFICATION AGREEMENT

Account Number: 3706439A

Date: August 21, 1992

THIS MODIFICATION AGREEMENT, made on the above Date, is by and between Harich Tahoe Developments, a Nevada general partnership (hereinafter "Lender"), having an address of Post Office Box 5790, Stateline, Nevada 89449, and Clifford W. Hunter & Dianne B. Hunter (hereinafter jointly and severally "Borrower"), having the address of 3765 Stoneglen N., Richmond, CA 94806, and modifies the Note hereinafter defined.

1. When used herein, the following terms shall have the following meanings unless the context requires otherwise:

a. Note: that Promissory Note dated July 3, 1992, in the original principal balance of \$14,215.00 executed by Clifford W. Hunter & Dianne B. Hunter (hereinafter the "Note Maker") payable to the order of Lender, as amended if applicable, and secured by the Deed of Trust.

b. Deed of Trust: that Deed of Trust and Assignment of Rents recorded in the Official Records in Book 792 at Page 1892 as Document Number 283251, as amended if applicable.

c. Official Records: the Official Records of Douglas County, Nevada.

WITNESSETH:

WHEREAS, Lender is the holder or agent of the holder of the Note which is secured by the Deed of Trust; and

WHEREAS, Borrower has been or will be making payments to Lender as set forth in the Note, and Lender and Borrower have agreed to modify and/or supplement certain of the Note terms.

NOW, THEREFORE, Lender and Borrower, in consideration of the above premises, the mutual covenants, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, agree as follows.

1. Except as modified hereby, the terms and conditions of the Note and Deed of Trust shall remain in full force and effect. In the event of any conflict between the terms of this Modification Agreement and the terms of the Note or Deed of Trust, this Modification Agreement shall control. A breach of the agreement shall be a default under the Note and Deed of Trust, each of which are incorporated herein by this reference. Lender, at its discretion, shall obtain such endorsements to Lender's policy of title insurance respecting the Deed of Trust as Lender deems necessary or advisable as a result of this Modification Agreement, and Borrower agrees to pay or reimburse Lender any costs therefor or related thereto upon demand. This agreement shall be binding upon the parties respective heirs, personal representatives, successors and assigns. This agreement is made in and shall be construed in accordance with the laws of Nevada. In the event this Modification Agreement is recorded in the Official Records, a release of the Deed of Trust shall automatically operate to release this agreement with respect to its effect upon the property described in and encumbered by the Deed of Trust.

287432

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STEWART TITLE OF DOUGLAS COUNTY

2. The Note is hereby modified to provide that, commencing September 13, 1992, the day of the calendar month on which scheduled monthly payments of principal and interest are due and payable shall be the 16th (Sixteenth) of each month.


IN WITNESS WHEREOF, Lender and Borrower have executed and delivered this Modification Agreement as of the Date first set forth above in Stateline, Douglas County, Nevada.

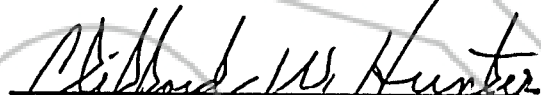
"Lender"


"Borrower"

Harich Tahoe Developments

By


Jan S. Martin
Loan Operations Manager


Clifford W. Hunter


Dianne B. Hunter

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STEWART TITLE OF DOUGLAS COUNTY

STATE OF Nevada)
COUNTY OF Douglas) SS

 MICHELE LANCINA
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES JAN. 10, 1995

On this 21ST day of August, 1992, before me, a notary public in and for said county and state, personally appeared Clifford W. Hunter, personally known or proven to me to be the person who executed the above instrument.

Michele Lancina
NOTARY PUBLIC

STATE OF Nevada)
COUNTY OF Douglas) SS

 MICHELE LANCINA
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES JAN. 10, 1995

On this 21ST day of August, 1992, before me, a notary public in and for said county and state, personally appeared Isabelle B. Hunter, personally known or proven to me to be the person who executed the above instrument.

Michele Lancina
NOTARY PUBLIC

STATE OF Nevada)
COUNTY OF Douglas) SS

 MICHELE LANCINA
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES JAN. 10, 1995

On this 21ST day of August, 1992, before me, a notary public in and for said county and state, personally appeared Jms. Martin, personally known or proven to me to be the person who executed the above instrument.

Michele Lancina
NOTARY PUBLIC

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EXHIBIT "A" (37)

STEWART TITLE OF DOUGLAS COUNTY

An undivided 1/51st interest as tenants in common in and to that certain real property and improvements as follows: (A) An undivided 1/106th interest in and to Lot 37 as shown on Tahoe Village Unit No. 3-13th Amended Map, recorded December 31, 1991, as Document No. 268097, rerecorded as Document No. 269053, Official Records of Douglas County, State of Nevada, excepting therefrom Units 039 through 080 (inclusive) and Units 141 through 204 (inclusive) as shown on that certain Condominium Plan Recorded July 14, 1988, as Document No. 182057; and (B) Unit No. 064 as shown and defined on said Condominium Plan; together with those easements appurtenant thereto and such easements described in the Fourth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions for The Ridge Tahoe recorded February 14, 1984, as Document No. 096758, as amended, and in the Declaration of Annexation of The Ridge Tahoe Phase Five recorded August 18, 1988, as Document No. 184461, as amended, and as described in the Recitation of Easements Affecting the Ridge Tahoe recorded February 24, 1992, as Document No. 271619, and subject to said Declarations; with the exclusive right to use said interest in Lot 37 only, for one week each year in the Swing "Season" as defined in and in accordance with said Declarations.

A portion of APN: 42-283-10

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

'92 SEP -2 A9:38

SUZANNE BEAUDREAU
RECORDER
\$ 800 PAID BH DEPUTY

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