

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: 4920630A

Date: Sept 1, 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 Jesse A. Fonseca (hereinafter jointly and severally "Borrower"), having the address of 2540 E. Anderson Street, Stockton, CA 95205, 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 November 2, 1991, in the original principal balance of \$8,910.00 executed by Jesse A. Fonseca (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 1291 at Page 1907 as Document Number 266972, 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.

289145

BOOK 992 PAGE 4396

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STEWART TITLE OF DOUGLAS COUNTY

Modification Agreement  
Page 2

2. The Note is hereby modified to provide that, commencing August 25, 1992, the day of the calendar month on which scheduled monthly payments of principal and interest are due and payable shall be the 30th 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.

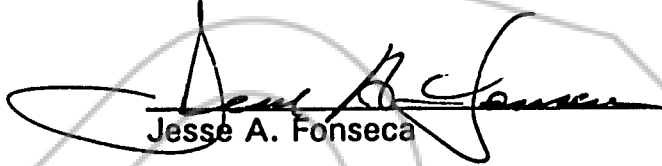
"Lender"

"Borrower"

Harich Tahoe Developments

By

  
Jan S. Martin  
Loan Operations Manager

  
Jesse A. Fonseca

289145

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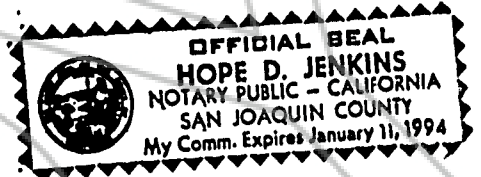
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STATE OF California )  
COUNTY OF San Joaquin )

SS STEWART TITLE OF DOUGLAS COUNTY

On this 1st day of September, 1992, before me, a notary public in and for said county and state, personally appeared Jesse A. Fonseca, personally known or proven to me to be the person who executed the above instrument.

Hope D. Jenkins  
NOTARY PUBLIC

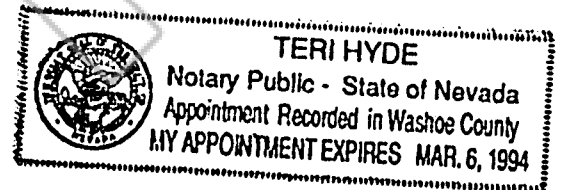


STATE OF Nevada )  
COUNTY OF Douglas )

SS

On this 22<sup>nd</sup> day of September, 1992, before me, a notary public in and for said county and state, personally appeared Jan S. Martin, personally known or proven to me to be the person who executed the above instrument.

Teri Hyde  
NOTARY PUBLIC



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a notary public in and for said county and state, personally appeared \_\_\_\_\_, personally known or proven to me to be the person who executed the above instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

SS

289145

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COPY

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

'92 SEP 25 A9:39

SUZANNE BEAUDREAU  
RECORDER

289145

\$ 8.00 PAID K2 DEPUTY

BOOK 992 PAGE 4399