

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 EFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

MODIFICATION AGREEMENT

Account Number: **3714744C**

Date: 1-4, 1993

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 Francisco R. Flores and Aracely R. Flores (hereinafter jointly and severally "Borrower"), having the address of 4629 60th St. Sacramento, CA 95820, 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 6, 1992, in the original principal balance of \$9,265.00 executed by 4629 60th St. Sacramento, CA 95820 (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 1292 at Page 1813 as Document Number 295125, 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.

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Modification Agreement
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STEWART TITLE OF DOUGLAS COUNTY

2. The Note is hereby modified to provide that, commencing January 11, 1993, the first monthly payment shall be changed from January 11, 1993 to February 11, 1993 and shall come due on the 11th of each month thereafter.

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
Jan S. Martin

Francisco R. Flores
Francisco R. Flores

Aracely R. Flores
Aracely R. Flores

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STEWART TITLE OF DOUGLAS COUNTY

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO) SS

On this 4th day of JANUARY, 1993, before me, a notary public in and for said county and state, personally appeared FRANCISCO R FLORAS, ~~personally known or~~ proven to me to be the person who executed the above instrument.



Janet Morison
NOTARY PUBLIC

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO) SS

On this 4th day of JANUARY, 1993, before me, a notary public in and for said county and state, personally appeared ARACELY R FLORAS, ~~personally known or~~ proven to me to be the person who executed the above instrument.



Janet Morison
NOTARY PUBLIC

STATE OF Nevada)
)
COUNTY OF DOUGLAS) SS



On this 8th day of JANUARY, 1993, 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.

Michele Lancina
NOTARY PUBLIC

297036

CLERK OF DISTRICT COURT
DOUGLAS COUNTY, NEVADA
CORPORATION

COPY

REQUESTED BY
STEWART TITLE & REAL ESTATE COMPANY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

93 JUN 11 A9:32

SUZANNE BEAUDREAU **297036**
RECORDER

PAID DEPUTY
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RECORDED

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