

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: 2801231C

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 Tino Santhon (hereinafter jointly and severally "Assuming Party"), having the address of P.O. Box 6580 Beverly Hills, CA 90210, 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 25, 1992, in the original principal balance of \$8,630.00 executed by Tino D. Santhon, III, De Anna Santhon (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 992 at Page 2182 as Document Number 288183, as amended if applicable.

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

W I T N E S S E T H:

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

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

NOW, THEREFORE, Lender and Assuming Party, 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 Assuming Party 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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STEWART TITLE OF DOUGLAS COUNTY

Modification Agreement
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2. Assuming Party hereby (a) assumes and agrees to pay the Note and to fulfill the obligations of the Note Maker in accordance with the terms and conditions of the Note, (b) assumes the obligations and agrees to abide and be bound by the covenants, conditions and agreements of the trustor as set forth in the Deed of Trust, and (c) waives presentment, demand, protest, and notice of nonpayment and protest together with any and all claims of exemptions, offsets, and homestead rights. Except as may be required by law, neither Lender's consent to the transfer of the Property to Assuming Party, nor the assumption of the obligations in the Note and Deed of Trust by Assuming Party, nor the execution of this Assumption Agreement shall in any manner release any part from liability under the terms and conditions of the Note and Deed of Trust, including the Note Maker. Assuming Party agrees to perform and be bound by all of the terms and conditions contained in the time share declaration applicable to the property described in and encumbered by the Deed of Trust and the articles of incorporation, bylaws, and rules and regulations of the property owners association charged with managing said property.

3. The Note is hereby modified to provide that, in the event any scheduled monthly payment of principal and interest is not paid on or before ten (10) days after the date on which it is due, Assuming Party agrees to pay an Accounting Service Charge of ten (10) per cent of the overdue installment for the purpose of defraying the expense of following up and handling the delinquent payment.

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

"Lender"

"Assuming Party"

Harich Tahoe Developments

By Jan S. Martin
Jan S. Martin
Loan Operations Manager

Tino D. Santhon, III
Tino D. Santhon, III

Note Maker

Anna Santhon
Tino D. Santhon
De Anna Santhon

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STATE OF Nevada)
COUNTY OF Douglas)

SS

On this 15th 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.

Teri Hyde
NOTARY PUBLIC

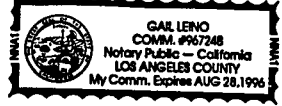


State of California
County of Los Angeles

On the 4th of January 1993 before me, Gail Leino, personally appeared Tina D. Santhorn, III & De Anna Santhorn, who proved to me on the basis of satisfactory evidence to be the persons whose name are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Gail Leino



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

93 JAN 19 10:17

SUZANNE BEAUDREAU
RECORDER

297526

PAID 7.00 kg DEPUTY

BOOK 193 PAGE 2296