

RECORDING REQUEST BY
AND WHEN RECORDED MAIL
TO: Milton Owens
%Owens Financial Group
P. O. BOX 2308
WALNUT CREEK, CA 94595

MODIFICATION AGREEMENT

This Agreement, dated October 15, 1992, is made by and between GARY B. CASTEEL and TRANS-SIERRA INVESTMENTS, INC., a Nevada Corporation, (hereinafter collectively "Borrower") and MILTON N. OWENS (hereinafter "Lender").

WHEREAS, BORROWER executed a Promissory Note in the amount of \$203,125.00 in favor of LENDER dated July 25, 1990 (hereinafter the "Promissory Note") secured by an Assignment of that certain Purchase and Guarantee Agreement and by a Pledge Agreement dated July 20, 1990 by and between Kenneth C. Kjer, as Pledgor and Trans-Sierra Investments, Inc., a Nevada Corporation, as Pledgee recorded July 26, 1990, at Book 790, Page 3737, Douglas County, Nevada and by a Collateral Assignment of that certain Deed of Trust dated July 25, 1990, executed by Kenneth C. Kjer, an unmarried man, as Trustor to First Nevada Title Company, as Trustee and Trans-Sierra Investments, Inc., as Beneficiary recorded August 16, 1990, at Book 890, Page 2403, Douglas County, Nevada (hereinafter collectively the "Loan Documents"); and

WHEREAS, on March 27, 1991, sufficient proof was provided that the Conditions referenced in Paragraph 4 of the Purchase and Guarantee Agreement had been met; and therefore, the Deed of Trust was assigned back to Trans-Sierra Investments by an Assignment of Deed of Trust recorded March 29, 1991 in Book 391, Page 4076, Douglas County, Nevada; and

WHEREAS, as of March 29, 1991, the Promissory Note was thereafter secured solely by an Assignment of the Pledge Agreement and Purchase and Guarantee Agreement; and

WHEREAS, the Promissory Note matured on August 15, 1992; and

WHEREAS, the Parties wish to modify the terms and extend the maturity date of the Promissory Note; and

NOW, THEREFORE, in consideration of the promises and the mutual consideration and agreements herein, the Parties hereby agree to amend the Promissory Note as follows:

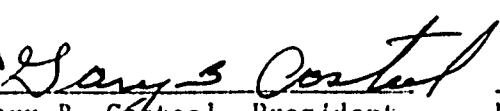
1. The interest rate, beginning November 1, 1992, shall be 13.5%.
2. The new monthly payment, beginning December 1, 1992, shall be \$2,285.16.
3. The maturity date shall be extended to August 15, 1994.
4. Except as expressly set forth herein the loan documents shall remain unaltered and in full force and effect.

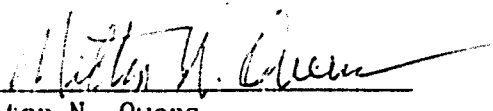
BORROWER:

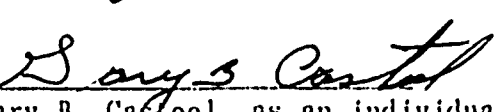
LENDER:

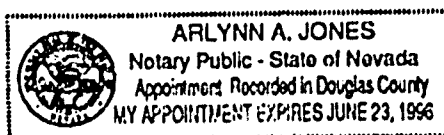
TRANS-SIERRA INVESTMENTS, INC.
a Nevada Corporation

By:


Gary B. Casteel, President


Milton N. Owens


Gary B. Casteel, as an individual



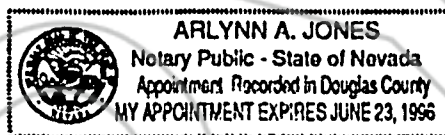
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STATE OF NEVADA)
)
COUNTY OF Douglas) ss.

On 20 November, 1992, personally appeared before me, a notary public, Gary Castiel, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Arlynn A. Jones
Notary Public



STATE OF CALIFORNIA

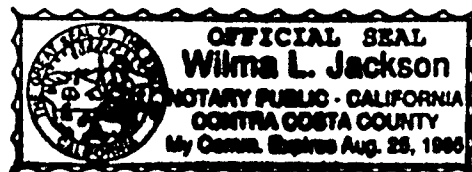
COUNTY OF Contra Costa

On this 3rd day of November in the year of 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared

William T. Owens
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Wilma L. Jackson
NOTARY PUBLIC



298336

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COPY

REQUESTED BY
Owens Financial Group
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

93 JAN 28 AIO:59

CLARENCE B. BLOOM
DEPUTY
\$ 7.00 PAID KG DEPUTY **298336**

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