

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESSED 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: 3313530A

Date: March 26, 19943

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 Donald W. Shoaff and Mary F. Shoaff (hereinafter jointly and severally "Borrower"), having the address of 1656 Bronco Lane, St. Louis, MO 63146, 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 18, 1985, in the original principal balance of \$15,750.00 executed by Donald W. Shoaff and Mary F. Shoaff (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 785 at Page 2516 as Document Number 120835, 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.

**304554**

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STEWART TITLE OF DOUGLAS COUNTY

Modification Agreement

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2. The Note is hereby modified to provide that, commencing April 1, 1993, the day of the calendar month on which scheduled monthly payments of principal and interest are due and payable shall be the 15th (Fifteenth) 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  
Jan S. Martin  
Loan Operations Manager

Donald W. Shoaff  
Donald W. Shoaff  
Mary F. Shoaff  
Mary F. Shoaff

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STEWART TITLE OF DOUGLAS COUNTY

STATE OF Missouri )  
 ) SS  
COUNTY OF St. Louis )

On this 26 day of March, 1993, before me, a notary public in and for said county and state, personally appeared DONALD W. SHOAFF, personally known or proven to me to be the person who executed the above instrument.

Barbara J Zullo  
NOTARY PUBLIC

BARBARA J ZERILLO  
NOTARY PUBLIC STATE OF MISSOURI  
JEFFERSON COUNTY  
MY COMMISSION EXPIRES AUG. 31, 1998

SEAL

STATE OF Missouri )  
 ) SS  
COUNTY OF St. Louis )

On this 26 day of March, 1993, before me, a notary public in and for said county and state, personally appeared MARY F. SHOAFF, personally known or proven to me to be the person who executed the above instrument.

Barbara J Zullo  
NOTARY PUBLIC

BARBARA J ZERILLO  
NOTARY PUBLIC STATE OF MISSOURI  
JEFFERSON COUNTY  
MY COMMISSION EXPIRES AUG. 31, 1998

SEAL

STATE OF NEVADA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 9th day of April, 1993, before me, a notary public in and for said county and state, personally appeared Jan S. Martin, who is the Loan Operations Manager of Harich Tahoe Developments, a Nevada Corporation, <sup>general partnership</sup> personally known to me to be the person who executed the above instrument, and she acknowledged to me that she executed the same for and on behalf of the corporation for the purposes therein stated.

Lori Ann Buetti  
NOTARY PUBLIC

OFFICIAL SEAL  
LORI ANN BUDETTI  
NOTARY PUBLIC - NEVADA  
DOUGLAS COUNTY  
My appointment expires Dec. 30, 1998.

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

'93 APR. 13 A9:37

SUZANNE BEAUDREAU  
RECORDER

**304554**

\$ 8.00 PAID k2 DEPUTY

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