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STEWART TITLE OF DOUGLAS COUNTY

MODIFICATION AGREEMENT

Account Number: 2801620B

Date: December 2, 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 Dennis C. Worden (hereinafter jointly and severally "Borrower"), having the address of 665 Camphor Way, Upland, CA 91786, 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 October 15, 1993, in the original principal balance of \$11,470.00 executed by Dennis C. Worden (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 1093 at Page 2737 as Document Number 320303, 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.

325275

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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 15th, the day of the calendar month on which scheduled monthly payments of principal and interest are due and payable shall be the 16th 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

Dennis C. Worden
Dennis C. Worden

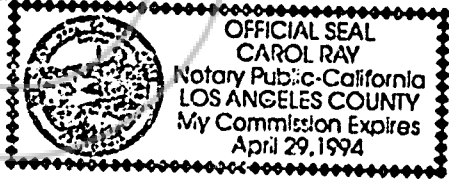
Acknowledgement - Generic 91/92

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.
On November 9, 1993 before me, CAROL RAY NOTARY
(Notary Name and Title)

personally appeared DENNIS C. WORDEN

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 Carol Ray



COMPLIMENTS OF ORANGE COAST TITLE COMPANY

(Notarial Seal)

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STATE OF NEVADA)
)
COUNTY OF DOUGLAS) SS

STEWART TITLE OF DOUGLAS COUNTY

On this 2nd day of December, 1993, before me, a Notary Public in and for said county and state, personally appeared Jan S. Martin, Loan Operations Manager of Harich Tahoe Developments, a Nevada general partnership, personally known to me to be the person who executed the above instrument on behalf of Harich Tahoe Developments and acknowledged to me that she executed the same for the purposes therein stated.



Notary Public



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REQUESTED BY
STEWART TITLE OF DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY NEVADA

'93 DEC 17 A9:45

SUZANNE M. AUDREAU
RECORDER

\$ 9.00 kg DEPUTY

325275

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