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Comstock Bank  
5200 Neil Rd Ste 200  
Reno NV 89502

Ln#11010782 (Space Above Line for Recording Date)

**LOAN MODIFICATION AGREEMENT**  
(Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 20th day of APRIL, 1994, between WILLIAM M. SHRUM and KIM E. SHRUM ("Borrower") and COMSTOCK BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (as modified by an Adjustable Rate Rider of the same date) (the "Security Instrument"), dated OCTOBER 1, 1993, and recorded in Book or Liber 1093, Instrument Number 312332, at page(s) 0304, of the DOUGLAS COUNTY, NEVADA Records of DOUGLAS COUNTY, NEVADA.

and (2) the Note bearing the same date as, and secured by, the Security instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 1570 LOMBARDY ROAD, GARDNERVILLE, NV 89410.

the real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of 04/20/94 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$271,303.40, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.750% (the "Initial rate of interest"), from APRIL 1, 1994. The Borrower promises to make monthly payments of principal and interest of U.S. \$1415.24 beginning on the 1st day of MAY, 1994, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 04/01/24 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower understands and agrees that the initial rate of interest may change on the first day of APRIL 1, 1995, and on that day every 12th month thereafter on the "change date" as such term is defined in the Note and Security Instrument.

The Borrower will make such payment at COMSTOCK BANK, 5200 Neil Rd, Ste. 200 or at such other place as the Lender may require. Reno, NV 89502

The Borrower understands the interest rate they are required to pay at the first Change Date will not be greater than 6.750% or less than 3.000%. The Borrower understands that their interest rate will never be greater than 10.750%.

3. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument, including:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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BK 0594 PG 0688

4. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Witness: \_\_\_\_\_

William M. Shrum (Seal)  
WILLIAM M. SHRUM - Borrower

Witness: \_\_\_\_\_

Kim E. Shrum (Seal)  
KIM E. SHRUM - Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

Lender: COMSTOCK BANK

Witness: \_\_\_\_\_

By: Marilyn Ferguson  
[Authorized Officer Name]  
Marilyn Ferguson, Vice President

Witness: \_\_\_\_\_

Its: \_\_\_\_\_  
[Authorized Officer Title]

\_\_\_\_\_  
(Space Below this Line for Acknowledgments)

STATE OF NEVADA,  
County of Douglas } ss.  
On May 2, 1994

DATE \_\_\_\_\_ personally appeared before me,  
a Notary Public (or judge or other officer, as the case may be),  
WILLIAM M. SHRUM AND KIM E. SHRUM  
who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Douglas the day and year in this certificate first above written.

Janet Lee Hardy  
Signature of Notary  
JANET LEE HARDY



STATE OF NEVADA

COUNTY OF Washoe } ss.

On this 4th day of May, 1994, before me, the undersigned, a Notary Public, personally appeared Marilyn Ferguson

known to me to be the person described in and who executed the above and foregoing instrument and he (she) acknowledged to me that he (she) executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Pamela Kearney Clark  
Notary Public in and for the  
County of Washoe, State of Nevada



COOPER

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DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

All that certain lot, piece, parcel or portion of land lying, being and situate in the Northeast 1/4 of Section 34 and the Northwest 1/4 of Section 35, Township 13 North, Range 20 East, M.D.B. & M. and more particularly described as follows:

Parcel 8-A-2, as shown on the Second Parcel Map for Al Wagner filed for record July 25, 1988, in Book 788, at Page 3196, as Document No. 182789 Official Records of Douglas County, Nevada..

Excepting therefrom all that portion of Parcel 8-A-2, as shown on the aforesaid map described as follows:

Commencing at the most Easterly corner common to Parcels 8-A-1 and 8-A-2, as shown on the aforesaid map; thence along the boundary line between said parcels South 64° 25' 00" West, a distance of 296.38 feet to the TRUE POINT OF BEGINNING; thence continuing along the boundary between said parcels North 25° 35' 00" West a distance of 114.41 feet; thence North 73° 24' 08" West a distance of 446.17 feet to the most Westerly corner common to said parcels; thence along the West line of Parcel 8-A-2 South 02° 25' 27" West a distance of 76.82 feet; thence South 09° 02' 22" West a distance of 44.55 feet to that point where centerline of the 100.00 foot wide irrigation easement as shown on said map meets said West line; thence along said centerline South 71° 30' 00" East a distance of 444.90 feet; thence North 64° 25' 00" East a distance of 72.42 feet to the TRUE POINT OF BEGINNING.

TOGETHER with all those certain access and utility easements for ingress and egress as set forth on that certain Record of Survey for Nevis Industries, Inc., filed for record in the office of the County Recorder of Douglas County, Nevada on December 23, 1980, as Document No. 51917.

A.P.N. 23-296-23

REQUESTED BY  
*Comstock Bank*  
IN OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA

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REC'D  
\$10.00  
PAID K2 DEPUTY