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 AFFECT, IF ANY UFON TITLE TO ANY REAL PROPERTY DESCRIBED, THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

**MODIFICATION AGREEMENT** 

MODIF.PMT

Courcions

Account Number: 3719402A

Date: 7/18 , 1994

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 Cathy Van Camp (hereinafter jointly and severally "Borrower"), having the address of 350 Somerset Drive, Placentia, CA 92670, 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 January 18, 1991, in the original principal balance of \$14,000.00 executed by Cathy Van Camp (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 0191 at Page 2424 as Document Number 243272, 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.
- 2. The Note is hereby modified to provide that, commencing with that scheduled monthly principal and interest payment due and payable on June 18, 1994, and monthly thereafter, Borrower shall make monthly principal and interest payments in the amount of U.S. \$60.69. Commencing with that scheduled monthly principal and interest payment due and payable on July 18, 1994, and monthly thereafter, Borrower shall make monthly principal and interest payments in the amount of U.S. \$323.18. Notwithstanding that these monthly payment amounts may not be sufficient to fully amortize the principal balance outstanding under the Note on or before the maturity date thereof, Borrower agrees the entire outstanding balance owing under the Note shall remain due and payable in full on the maturity date set forth in the Note, which date shall not be affected hereby.

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 Takoe Developments

by Course

Jan S. Martin

Loan Operations Manager

Cathy Van Camp

THE	THIS INSTRUMENT IS REING RECORDED AS AN
<b>241.72</b>	ACCOMMODATION ONLY. NO LIABILITY, EXPRESSED OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY
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ODANOC	UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.
County of ORANGE	STEWART TITLE OF DOUGLAS COUNTY
11. 15 1501.	THOMAS G RISHOP/NOTABY BUBLIS.
On JUIY 18-1979 before me	THOMAS G. BISHOP/NOTARY PUBLIC.
	A A A A A A A A A A A A A A A A A A A
personally appeared <u>CAThy Ly</u>	NO VAIO CAMP
	NAME(S) OF SIGNER(S)
□ personally known to me - OR - ★ pro	oved to me on the basis of satisfactory evidence
	to be the person(s) whose name(s) is/are
	subscribed to the within instrument and ac-
	knowledged to me that he/she/they executed
	the same in his/her/their authorized
CHARLES CONTRACTOR OF THE CONT	capacity(ies), and that by his/her/their
THOMAS G. BISHOP & COMM. #987444	
Notary Public California	signature(s) on the instrument the person(s),
ORANGE COUNTY  My Commission Exp. 4/4/87 &	or the entity upon behalf of which the
CERTAIN AND COMMISSION EXP. 41419. A	person(s) acted, executed the instrument.
	WITNESS my hand and official seal.
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SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	-
	CICNEDIO OTUED TUAN MANEO AROUE
	SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF	) ) ss )	THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESSED OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY UPON TITLE TO ANY REAL PROPERTY DESCRIBED STEWART TITLE OF DOUGLAS COUNTY
On this day of said county and state, personally a personally known or proven to me	appeared, to be the pe	9, before me, a notary public in and for erson who executed the above instrument.
NOTARY PUBLIC		
STATE OF	) ) SS )	
said county and state, personally a	appeared "	9, before me, a notary public in and for erson who executed the above instrument.
NOTARY PUBLIC STATE OF NEVADA	) ) ss	
COUNTY OF DOUGLAS ) On this 26 <sup>74</sup> day of July		19 <u>94,</u> before me, a notary public in and for
said county and state, personally a Manager of Harich Tahoe Develop me to be the person who executed	appeared Ja oments, a Ne d the above	n S. Martin, who is the Loan Operations evada general partnership, personally known to instrument, and she acknowledged to me that he corporation for the purposes therein stated.
NOTARY PUBLIC	<del>}</del> _	, 
PAMELA S. SECREST-LOPE Notary Public - State of Nev. Appointment Recorded in Douglas Co. MY APPOINTMENT EXPIRES JUNE 8	ada   unly	REQUESTED BY  STEWART TITLE OF DOUGLAS CO. IN OFFICIAL RECORDS OF DOUGLAS CO HEVADA

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**342617** BK 0 7 9 4 PG 3 9 6 3 JUZANNE BEAUDREAU
PECORDER

PAIU OK DEPUTY