

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, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

MODIFICATION AGREEMENT

MODIF.PMT

Corrections

Account Number: 3705313A

Date: 7/14, 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 Roger White and Susan White (hereinafter jointly and severally "Borrower"), having the address of 440 Racquet Drive, Tracy, CA 95376, 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 2, 1990, in the original principal balance of \$15,750.00 executed by Roger White and Susan White (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 190 at Page 169 as Document Number 217479, 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 2, 1994, and monthly thereafter, Borrower shall make monthly principal and interest payments in the amount of U.S. \$100.18. Commencing with that scheduled monthly principal and interest payment due and payable on December 2, 1994, and monthly thereafter, Borrower shall make monthly principal and interest payments in the amount of U. S. \$219.98. 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"

Harich Tahoe Developments

By Jan S. Martin
Jan/S. Martin
Loan Operations Manager

"Borrower"

Roger White
Roger White

NA
Susan White
(SIGNATURE NOT NECESSARY TO RECORD)

342619

BK 0794 PG 3966

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STEWART TITLE OF DOUGLAS COUNTY

STATE OF California)
COUNTY OF Alameda) SS

On this 14th day of July, 1994, before me, a notary public in and for said county and state, personally appeared Roger B. White, personally known or proved to me to be the person who executed the above instrument.

See attached
NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 19____, before me, a notary public in and for said county and state, personally appeared _____, personally known or proven to me to be the person who executed the above instrument.

NOTARY PUBLIC

STATE OF NEVADA)
COUNTY OF DOUGLAS) SS

On this 20th day of July, 1994, 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 general partnership, 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.

[Signature]
NOTARY PUBLIC



PAMELA S. SECREST-LOPEZ
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES JUNE 8, 1998

342619

BK 0794 PG 3967

Certificate of Acknowledgment

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State of California

STEWART TITLE OF DOUGLAS COUNTY

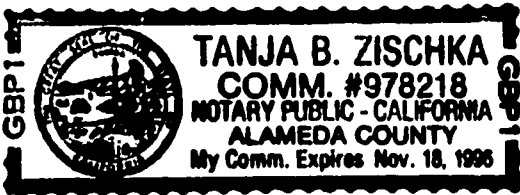
County of Alameda

SS.

On July 14, 1994 before me, Tanja B. Zischka, Notary Public, personally appeared Roger B. White, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Tanja B. Zischka
Tanja B. Zischka, Notary Public



REQUESTED BY
STEWART TITLE OF DOUGLAS COUNTY

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

94 JUL 27 A9:54

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SUZANNE BEAUDREAU
RECORDER
\$ 9.00 PAID *OK* DEPUTY