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MODIFY.PMT

MODIFICATION AGREEMENT

Account Number: 2803235C

Date: OCT 19, 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 Shon M. Mellow & Francis Vega (hereinafter jointly and severally "Borrower"), having the address of 4611 Durham Road, Rocklin, CA 95765, 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 11, 1994, in the original principal balance of \$11,920.00 executed by Shon M. Mellow & Francis Vega (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 794 at Page 3165 as Document Number 342323, 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 November 22, 1994, and monthly thereafter, borrower shall make monthly principal and interest payments in the amount of U.S. \$280.98. In addition to each scheduled monthly payment of principal and interest, Borrower further agrees to simultaneously pay a monthly collection fee in the amount of \$5.00 for servicing the note. The aforesaid principal and interest monthly payment amount, and monthly collection fee amount shall remain in effect though the Note maturity.

3. The maturity date of the Note is hereby modified to be July 22, 1999 at which time all principal, interest and any and all other amounts payable shall be due and payable in full.

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

Shon M. Mellow
Shon M. Mellow
Francis Vega
Francis Vega

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STEWART TITLE OF DOUGLAS COUNTY

350204
BK 1194 PG 1194

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State of CALIFORNIA
County of SACRAMENTO

STEWART TITLE OF DOUGLAS COUNTY

On 10-19-94 before me, RAFAEL BRAVO, NOTARY PUBLIC,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared SHON M MELLOW + FRANCIS VEGA,
NAME(S) OF SIGNER(S)

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.

Rafael Bravo
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- ATTORNEY-IN-FACT GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

MODIFICATION AGREEMENT
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

10-19-94
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

JAN S. MARTIN
SIGNER(S) OTHER THAN NAMED ABOVE

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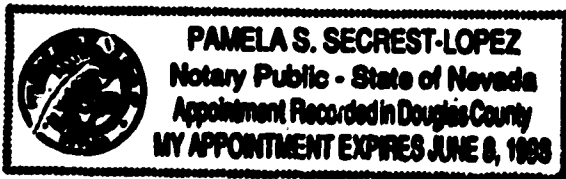
STEWART TITLE OF DOUGLAS COUNTY

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS)

On this 7th day of November, 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.



NOTARY PUBLIC



COOPY

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

94 NOV -8 A9:39

350204
BK 1194 PG 1196

SUZANNE BEAUDREAU
RECORDER
s. 900 PAID Ko DEPUTY