

collections

MODIFICATION AGREEMENT

Account Number: 3720021B

Date: Dec 8th, 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 Sherry Caldwell & Robin Caldwell (hereinafter jointly and severally "Borrower"), having the address of 6185 Barbara Lane, Auburn, CA 95603, 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 April 10, 1991, in the original principal balance of \$10,440.00 executed by Sherry Caldwell & Robin Caldwell (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 0591 at Page 1539 as Document Number 250439, 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 October 10, 1994, and monthly thereafter, Borrower shall make monthly principal and interest payments in the amount of U.S. \$97.89. Commencing with that scheduled monthly principal and interest payment due and payable on January 10, 1995, and monthly thereafter, Borrower shall make monthly principal and interest payments in the amount of U.S. \$333.56. 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 Tahoe Developments

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

[Redacted Signature]
Sherry Caldwell
[Redacted Signature]
Robin Caldwell

THIS *SIGNATURE NOT NECESSARY FOR RECORDATION

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, THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

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

STATE OF California)
COUNTY OF Placer) SS

On this 8th day of December, 1994, before me, a notary public in and for said county and state, personally appeared Robin Caldwell, personally known or proven to me to be the person who executed the above instrument.

Jan McPherson
NOTARY PUBLIC



~~STATE OF California)
COUNTY OF Placer) SS~~

~~On this 8th day of December, 1994, before me, a notary public in and for said county and state, personally appeared Sherry Caldwell, personally known or proven to me to be the person who executed the above instrument.~~

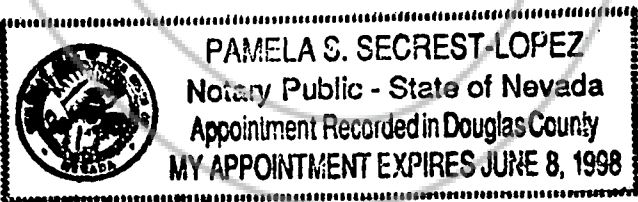
~~NOTARY PUBLIC~~



~~STATE OF NEVADA)
COUNTY OF DOUGLAS) SS~~

On this 3rd day of January, 1995, 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~~



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

95 JAN -5 10:41

353801

BK 0195PG0507

LINDA SLATER
RECORDER
\$8.00 PAID AL DEPUTY