

MODIFICATION AGREEMENT

Account Number: 3705229C
NODate: 5-1, 1996

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 Fely A. Hayes (hereinafter jointly and severally "Assuming Party"), having the address of 1503 Illinois Street, Vallejo, CA 94590, 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 20, 1991, in the original principal balance of \$10,260.00 executed by Eduardo S. Guerrero and Fely A. Guererro (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 191 at Page 3788 as Document Number ~~203921~~, as amended if applicable.
243921 NO

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, Assuming Party has been or will be making payments to Lender as set forth in the Note, and Lender and Assuming Party have agreed to modify and/or supplement certain of the Note terms.

NOW, THEREFORE, Lender and Assuming Party, 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 Assuming Party 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. Assuming Party hereby (a) assumes and agrees to pay the Note and to fulfill the obligations of the Note Maker in accordance with the terms and conditions of the Note, (b) assumes the obligations and agrees to abide and be bound by the covenants, conditions and agreements of the trustor as set forth in the Deed of Trust, and (c) waives presentment, demand, protest, and notice of nonpayment and protest together with any and all claims of exemptions, offsets, and homestead rights. Except as may be required by law, neither Lender's consent to the transfer of the Property to Assuming Party, nor the assumption of the obligations in the Note and Deed of Trust by Assuming Party, nor the execution of this Assumption Agreement shall in any manner release any part from liability under the terms and conditions of the Note and Deed of Trust, including the Note Maker. Assuming Party agrees to perform and be bound by all of the terms and conditions contained in the time share declaration applicable to the property described in and encumbered by the Deed of Trust and the articles of incorporation, bylaws, and rules and regulations of the property owners association charged with managing said property.

3. The Note is hereby modified to provide that, in the event any scheduled monthly payment of principal and interest is not paid on or before ten (10) days after the date on which it is due, Assuming Party agrees to pay an Accounting Service Charge of ten (10) per cent of the overdue installment for the purpose of defraying the expense of following up and handling the delinquent payment.

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

387854

BK0596PG2660

IN WITNESS WHEREOF, Lender and Assuming Party have executed and delivered this Modification Agreement as of the Date first set forth above in Douglas County, Nevada.

"Lender"

"Assuming Party"

Harich Tahoe Developments

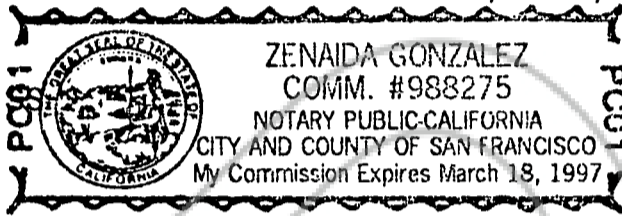
By Jan S. Martin
Jan S. Martin
Loan Operations Manager

Fely A. Hayes
Fely A. Hayes

Note Maker

Eduardo S. Guerrero
Eduardo S. Guerrero
Fely A. Hayes
Fely A. Hayes, formerly known as Fely A. Guerrero

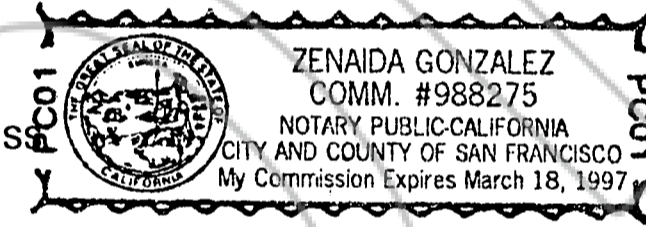
STATE OF California
COUNTY OF San Francisco



On this 1st day of May, 1996, before me, a notary public in and for said county and state, personally appeared FELY A. HAYES, personally known or proven to me to be the person who executed the above instrument.

Zenaida Gonzalez
NOTARY PUBLIC

STATE OF California
COUNTY OF San Francisco



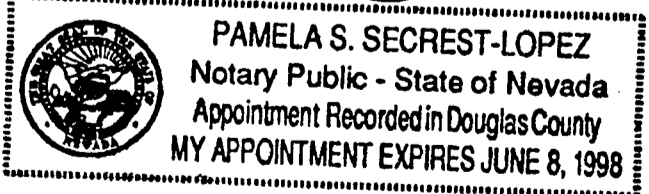
On this 1st day of May, 1996, before me, a notary public in and for said county and state, personally appeared EDUARDO S. GUERRERO, personally known or proven to me to be the person who executed the above instrument.

Zenaida Gonzalez
NOTARY PUBLIC

STATE OF NEVADA)
COUNTY OF DOUGLAS) SS

On this 10 day of May, 1996, 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



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

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STEWART TITLE OF DOUGLAS COUNTY

387854

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LINDA SLATER
RECORDER
PAID 8.00 DEPUTY