

WHEN RECORDED MAIL TO:
Comstock Bank
6275 Neil Road
Reno NV 89511

F71462CA (Space Above Line for Recording Date)

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 2nd day of December 1996, between H. Duane Carpenter and Ann C. Carpenter ("Borrower") and Comstock Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated January 22, 1996 and recorded in Book or Liber 0196 at page(s) 5479, of the County Records of Douglas County, and (2) the Note bearing the same date as, and secured by, the Security instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 181 Old Highway 50 Carson City NV 89705

the real property described being set forth as follows:
SEE LEGAL DESCRIPTION ATTACHED

THIS DOCUMENT IS RECORDED AS AN ACCOMODATION ONLY
and without liability for the consideration therefor; or as to the validity or sufficiency of said instrument or for the effect of such recording on the title of the property involved.

This modification is being rerecorded to correct the P & I amount and the maturity date.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- As of December 2, 1996 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$290,500.00, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 8.125% (the "initial rate of interest"), from January 1, 1997. The Borrower promises to make monthly payments of principal and interest of U.S. \$2,156.95 ~~beginning on the 1st day of February, 1997, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1, 1996 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.~~ *H.D.C. acc* *2027* *H.D.C. acc*

The Borrower will make such payment at 6275 Neil Road Reno, Nevada 89511 or at such other place as the Lender may require.

- If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

- The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.

- Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

405601 402698
BK 0197PG3874 BK 1296PG1772

Witness: _____

H. Duane Carpenter
H. Duane Carpenter

Witness: _____

Ann C. Carpenter
Ann C. Carpenter

Witness: _____

Lender: Comstock Bank
By: Marilyn Ferguson
Marilyn Ferguson

Witness: _____

Its: Senior Vice President

(Space Below this Line for Acknowledgements)

STATE OF ~~NEVADA~~ NEVADA

COUNTY OF WASHOE

On this 2nd day of December, 1996, before me, the undersigned, a Notary Public, personally appeared Marilyn Ferguson known to me to be the person described in and who executed the above and foregoing instrument and she acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



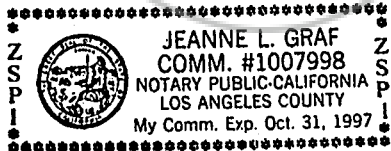
Kathy Ann Smithson
Notary Public in and for the County of Washoe,
State of Nevada

STATE OF ~~NEVADA~~ CALIFORNIA

COUNTY OF ~~WASHOE~~ LOS ANGELES

On this 7th day of DECEMBER, 1996, before me, the undersigned, a Notary Public, personally appeared ANN CARPENTER known to me to be the person described in and who executed the above and foregoing instrument and THEY acknowledged to me that THEY executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



[Signature]
Notary Public in and for the County of ~~Washoe~~ Los Angeles
State of Nevada CALIFORNIA

LEGAL DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 4, Township 14 North, Range 19 East, M.D.B. & M., described as follows:

BEGINNING at the Northwest corner of said Northeast Quarter of the Northeast Quarter of Section 4, from which the Northeast corner of said Section 4 bears North 89°45'47" East, 1326.96 feet; thence South 0°47'33" West 655.14 feet; thence North 89°37'57" East, 1324.95 feet; thence North 0°58'25" East, 49.36 feet; thence along the highway right of way line of Old Highway 50, North 58°04'00" West, 92.62 feet; thence on a curve to the left with a radius of 760.00 feet, through an angle of 24°16' for a length of 321.89 feet; thence North 82°20'00" West, 210.25 feet; thence on a curve to the right with a radius of 840.00 feet, through an angle of 38°26' for a length of 563.46 feet; thence North 43°54'00" West, 225.18 feet; thence South 89°45'57" West, 79.80 feet to the POINT OF BEGINNING.

SUBJECT TO a non-exclusive easement for a road 30 feet wide, being 15 feet on either side of a center line described as follows:

Beginning at a point on the Southerly right of way line of Old Highway 50, from which the Northwest corner of the Northeast Quarter of the Northeast Quarter bears North 56°24'21" West, 266.60 feet; thence running South 89°43'19" West, 214.32 feet; thence South 52°43'35" West, 12.45 feet to the West boundary line of the said Northeast Quarter of the Northeast Quarter of Section 4.

A.P.N. 15-030-03

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'96 DEC 11 P12:32

405601

402698

BK 0197 PG 3876

BK 1296 PG 1774

LINDA SLATER
RECORDER
\$ 9.00 PAID *kz* DEPUTY

REQUESTED BY
Comstock Bank
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'97 JAN 28 A11 :25

405601

BK 0197PG3877

LINDA SLATER
RECORDER

\$10⁰⁰ PAID k2 DEPUTY