

MODIFICATION AGREEMENT

Account Number: 3717809A

Date: 4 - 7, 1997

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 Benjamin Flores and Jeanne Flores (hereinafter jointly and severally "Borrower"), having the address of 2105 South Redwood, Anaheim, CA 92806, 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 7, 1989, in the original principal balance of \$13,600.00 executed by Benjamin Flores and Jeanne Flores (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 789 at Page 1505 as Document Number 206718, 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 March 17, 1997, and monthly thereafter, Borrower shall make monthly principal and interest payments in the amount of U.S. \$50.88. Commencing with that scheduled monthly principal and interest payment due and payable on June 17, 1997, and monthly thereafter, Borrower shall make monthly principal and interest payments in the amount of U.S. \$200.18. 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 Douglas County, Nevada.

"Lender"

"Borrower"

Harich Tahoe Developments

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

Benjamin Flores
Benjamin Flores
Jeanne L. Flores
Jeanne Flores

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

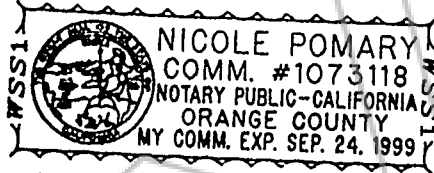
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STATE OF Cal.)
COUNTY OF Orange) SS

On this 7 day of April, 1997, before me, a notary public in and for said county and state, personally appeared JEANNE FLORES, personally known or proven to me to be the person who executed the above instrument.

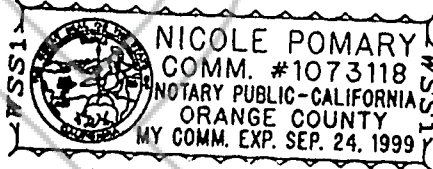
Nicole Pomary
NOTARY PUBLIC



STATE OF Cal.)
COUNTY OF Orange) SS

On this 7 day of April, 1997, before me, a notary public in and for said county and state, personally appeared BENJAMIN FLORES, personally known or proven to me to be the person who executed the above instrument.

Nicole Pomary
NOTARY PUBLIC



STATE OF NEVADA)
COUNTY OF DOUGLAS) SS

On this 14 day of April, 1997, 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.

James T C Horan
NOTARY PUBLIC
JAMES T C HORAN
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 96-5782-5 - Expires December 30, 2000

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

REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'97 APR 17 AIO:26

LINDA SLATER
RECORDER
\$ 8.00 PAID KS DEPUTY

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