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STEWART TITLE OF DOUGLAS COUNTY

MODIFICATION AGREEMENT

Account Number: 5000524A

Date: June 21, 1999

THIS MODIFICATION AGREEMENT, made on the above Date, is by and between the Ridge View Joint Venture (hereinafter "Lender"), having an address of Post Office Box 5790, Stateline, Nevada 89449, and Janis C. Lawrence (formerly Biederman) (hereinafter jointly and severally "Assuming Party") having the address of 4049-C Beth Manor Drive, Montgomery, AL, 36109, 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 August 4, 1993, in the original principal balance of \$6,255.00 executed by Thomas Allen Biederman and Janis Carla Biederman (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 893 at Page 2428 as Document Number 314967, 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;

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 covenant, conditions and agreements hereinafter set forth, and other good and valuable considerations, 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 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 therefore 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.

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COPY

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

1999 SEP -1 AM 10: 05

LINDA SLATER
RECORDER

\$⁹⁰⁰ PAID ^{BC} DEPUTY

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