

99070299

A.P.N. 1220-03-310-014

When recorded mail document to:

Colonial Bank  
Attn: Cliff Beck  
P.O. Box 7498  
Reno, Nevada 89502

AGREEMENT FOR ADDITIONAL ADVANCES  
AND MODIFICATION OF PROMISSORY NOTE AND DEED OF TRUST

Loan No. 2113000097

WHEREAS, Jim D. Liebherr and Flodean Liebherr, executed and delivered to INTERWEST NATIONAL BANK OF NEVADA, now known as COLONIAL BANK, or order, a Promissory Note secured by a Construction Deed of Trust dated September 1, 1993, and the Construction Deed of Trust having been recorded in the office of the County Recorder in and for the County of Douglas, State of Nevada, on September 1, 1993,\* as Document No. 316701, for the original sum of One hundred eighty two thousand dollars and 00/100 (\$182,000.00), which said Construction Deed of Trust provided for additional advances to be secured by said indenture as a lien of equal stature, and a Revision Agreement dated December 15, 1993.

\*Book  
993  
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NOW, THEREFORE, in consideration of the mutual promises of the parties hereinafter stated, it is understood and agreed as follows, to-wit:

That an additional advance of Seventy nine thousand four hundred fifty dollars and 54/100 (\$79,450.54) shall be made on said Note and Construction Deed of Trust.

WHEREAS, the parties have agreed on a new payment schedule for the payment of the Note secured by the Construction Deed of Trust hereinbefore described, it is further agreed:

1. That the total unpaid indebtedness available as of the date of this Agreement on said Note dated September 1, 1993 is the sum of One hundred sixty thousand five hundred forty nine dollars and 46/100 (\$160,549.46); that the total unpaid balance of principal including this additional advance will be the sum of Two hundred forty thousand dollars and 00/100 (\$240,000.00); that the aforementioned Construction Deed of Trust shall be security for the payment of this sum, including the additional advance;

2. That the now present unpaid principal balance in the sum of Two hundred forty thousand dollars and 00/00 (\$240,000.00) shall be payable together with interest thereon at the rate per year (the "Loan Rate") which shall be equal to Colonial Bank Base Rate plus 2.00% fixed and adjusted every three (3) years on the anniversary loan date. The interest rate on this Modification is subject to adjustments based on changes in the Colonial Bank Base

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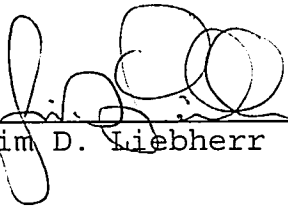
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Rate ("the index"). The interest rate change will not occur more often than every three (3) years on the anniversary date, commencing January 1, 2003.

3. Borrower will pay this loan in accordance with the following payment schedule: 119 consecutive monthly principal and interest payments of Two thousand three hundred fifty six dollars and 00/100 (\$2,356.00) commencing January 1, 2000 and 1 final payment due January 1, 2010 of all unpaid principal and all accrued interest not yet paid together with any other unpaid amounts under this Note.

It is further understood and agreed that all other provisions, as set forth in the aforementioned Construction Deed of Trust and Promissory Note shall remain the same and with the same force and effect as before the date of this Agreement.

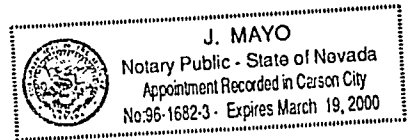
DATED this 3 day of December, 1999.

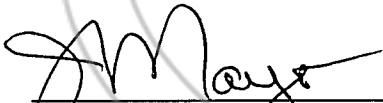
  
\_\_\_\_\_  
Jim D. Liebherr

  
\_\_\_\_\_  
Flodean Liebherr

State of Nevada )  
                          ) ss.  
County of Douglas )

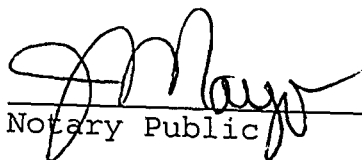
On 12 / 3 / 99, personally appeared before me, a notary public, Jim D. Liebherr, who acknowledged to me that he executed the foregoing instrument.




  
\_\_\_\_\_  
Notary Public

State of Nevada )  
County of Douglas ) ss.

On 12/3/99, personally appeared before me, a notary public, Flodean Liebherr, who acknowledged to me that she executed the foregoing instrument.

  
Notary Public

 J. MAYO  
Notary Public - State of Nevada  
Appointment Recorded in Carson City  
No.96-1682-3 - Expires March 19, 2000

**COPIES**

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

1999 DEC -6 PM 3: 33

LINDA SLATER  
RECORDER

\$ 9.00 PAID K2 DEPUTY

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