

Recording requested by:

**Wells Fargo Bank, N.A.**

Recording Requested by:

Customer Loan Servicing

When Recorded Return to: Nationwide  
Recording Service, 17352 Daimler St. #200,  
Irvine, CA 92614

Code: WFD Nevada and New Mexico

For Recorder's Use Only

**MODIFICATION AGREEMENT  
(EQUITY LOANS)**

6136179 2001  
19993091111460

This Modification Agreement is entered into as of this 5th day of DECEMBER 1999 by and between

LAWRENCE O. LEISTER AND JIMMIE N. PACE, AS TRUSTEES UNDER THE LAWRENCE O. LEISTER & JIMMIE N. PACE LIVING TRUST, DATED MARCH 21, 1997 (individually or collectively, "Current Trustor/Mortgagor") and Wells Fargo Bank, N.A., ("Bank") successor in interest to WELLS FARGO BANK, N.A.

WHEREAS, Current Trustor/Mortgagor is the owner of that certain real property described as follows (the "Property"):

ASSESSOR'S PARCEL NUMBER (APN): 19-05-103  
SEE ATTACHED EXHIBIT A

WHEREAS, the Property is encumbered by that certain Deed of Trust or Mortgage which was recorded on APRIL 1, 1998 as Instrument Number 0430114 in Book 0198 at Page 1229 of the official records in the Office of the Recorder of DOUGLAS County, State of NV ("Security Instrument"), which secures that certain promissory note dated 12/26/1997 ("Prior Note"), including any amendments thereto.

WHEREAS, the obligors under the Prior Note continue to owe amounts thereunder under the Prior Note and desire to obtain a new advance, and both obligations have been consolidated into a new promissory note ("Consolidated Note") in the amount of:

SIXTY-NINE THOUSAND THREE HUNDRED AND 00/100 DOLLARS  
(\$69,300.00); and

WHEREAS, the parties desire to modify the Security Instrument to secure the obligations under the Consolidated Note by the Security Instrument; and

WHEREAS, it is the intention of the parties that the obligations under the Prior Note will retain their current priority under the Security Instrument;

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NOW THEREFORE, the parties hereto agree as follows:

1. The Security Instrument is hereby modified to provide that the obligations secured thereby are the obligations evidenced by and arising under the Consolidated Note dated 12-15-1999 in the amount of SIXTY-NINE THOUSAND THREE HUNDRED AND 00/100DOLLARS (\$ 69,300.00 ) in favor of Bank.

2. The Security Instrument is hereby modified to provide that the maturity date of the obligations secured by the Security Instrument is 12-20-2029 .

3. If the Security Instrument is a Deed of Trust, the Security Instrument is hereby amended by adding the following provision to the Security Instrument. To the extent this provision is inconsistent with any provision already contained in the Security Instrument, this provision shall control.

Upon sale, transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Subject Property or any interest therein, then at its sole option Beneficiary or Lender may, by written notice to Trustor (or Grantor), declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration and in such particular circumstances where exercise of such right by Beneficiary is prohibited by law.

4. If the Security Instrument is a Mortgage, the Security Instrument is hereby amended by adding the following provision to the Security Instrument. To the extent this provision is inconsistent with any provision already contained in the Security Instrument, this provision shall control.

Upon sale, transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Subject Property or any interest therein, then at its sole option Mortgagee may, by written notice to Mortgagor, declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration and in such particular circumstances where exercise of such a right by Mortgagee is prohibited by law.

5. The real property and the whole thereof described in the Security Instrument shall remain subject to the lien, charge or encumbrance of the Security Instrument and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Security Instrument or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Prior Note, the Consolidated Note and/or the Security Instrument.

6. All terms and conditions of the Security Instrument not expressly modified herein remain in full force and effect, without waiver or amendment. This modification and the Security Instrument shall be read together as one document.

In witness whereof, the parties hereto have caused this Modification to be executed as of the day and year first above written.

CURRENT TRUSTOR

Lawrence O. Luster  
LAWRENCE O. LUSTER, TRUSTEE

12/16/99  
Date

Jimmie N. Pace  
JIMMIE N. PACE, TRUSTEE

12/16/99  
Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date

WELLS FARGO BANK, N.A.

BY: [Signature], Authorized Signer

Dec 20 99  
Date

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**EXHIBIT A**

ACAPS: 19993091111460

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE CITY OF MINDEN, COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 19 EAST, M.D.B.&M., AS SHOWN ON THE OFFICIAL DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3, THENCE NORTH 00 DEG. 12' 19" WEST 1,325.70 FEET, ALONG THE SECTION LINE, TO THE TRUE POINT OF BEGINNING, SAID TRUE POINT OF BEGINNING BEING THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN THE DEED TO GARETH E. HARMON, ET UX., RECORDED DECEMBER 22, 1972, IN BOOK 1272, PAGE 573, FILE NO. 63430, OFFICIAL RECORDS; THENCE ALONG THE HARMON PARCEL AS FOLLOWS:

SOUTH 45 DEG. 57' 09" EAST 196.33 FEET; THENCE SOUTH 76.694 FEET; THENCE EAST 146.60 FEET TO THE WESTERLY RIGHT OF WAY LINE OF A CUL-DE-SAC THENCE LEAVING THE HARMON PARCEL ALONG SAID RIGHT OF WAY LINE, SOUTHERLY AROUND A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 32 DEG. 15' 18" A RADIUS OF 45 FEET, A LENGTH OF 25.33 FEET TO A POINT AND A BEGINNING TANGENT OF SOUTH 16 DEG. 07' 09" WEST AND AN END TANGENT OF SOUTH 16 DEG. 07' 39" EAST SAID POINT BEING ON THE NORTHERLY LINE OF THE PARCEL DESCRIBED IN THE DEED TO KEITH ERWIN SCHUMACHER, ET UX., RECORDED DECEMBER 20, 1972, IN BOOK 1272, PAGE 520, FILE NO. 63398, OFFICIAL RECORDS; THENCE ALONG THE SCHUMACHER PARCEL AS FOLLOWS:

WEST 146.60 FEET; THENCE SOUTH 72.306 FEET; THENCE SOUTH 45 DEG. 00' 00" EAST 197.28 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 3 SAID POINT BEING THE SOUTHWEST CORNER OF THE AFORESAID SCHUMACHER PARCEL; THENCE NORTH 0 DEG. 12' 19" WEST ALONG SAID SECTION LINE 450.00 FEET TO THE POINT OF BEGINNING.

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ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF Nevada, Douglas County s§

On December 16 1999 before me, Fern Kay Capra

personally appeared Lawrence O Leister  
Jimmie N. Pace

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature: Fern Kay Capra

Fern Kay Capra  
Name (typed or printed)

My Commission expires: 4-24-2002



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ALL-PURPOSE ACKNOWLEDGMENT

STATE OF OREGON, WASHINGTON County } ss:

On 12/20/99 before me, DONNA M. HARDY

personally appeared: Susan Parker

personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

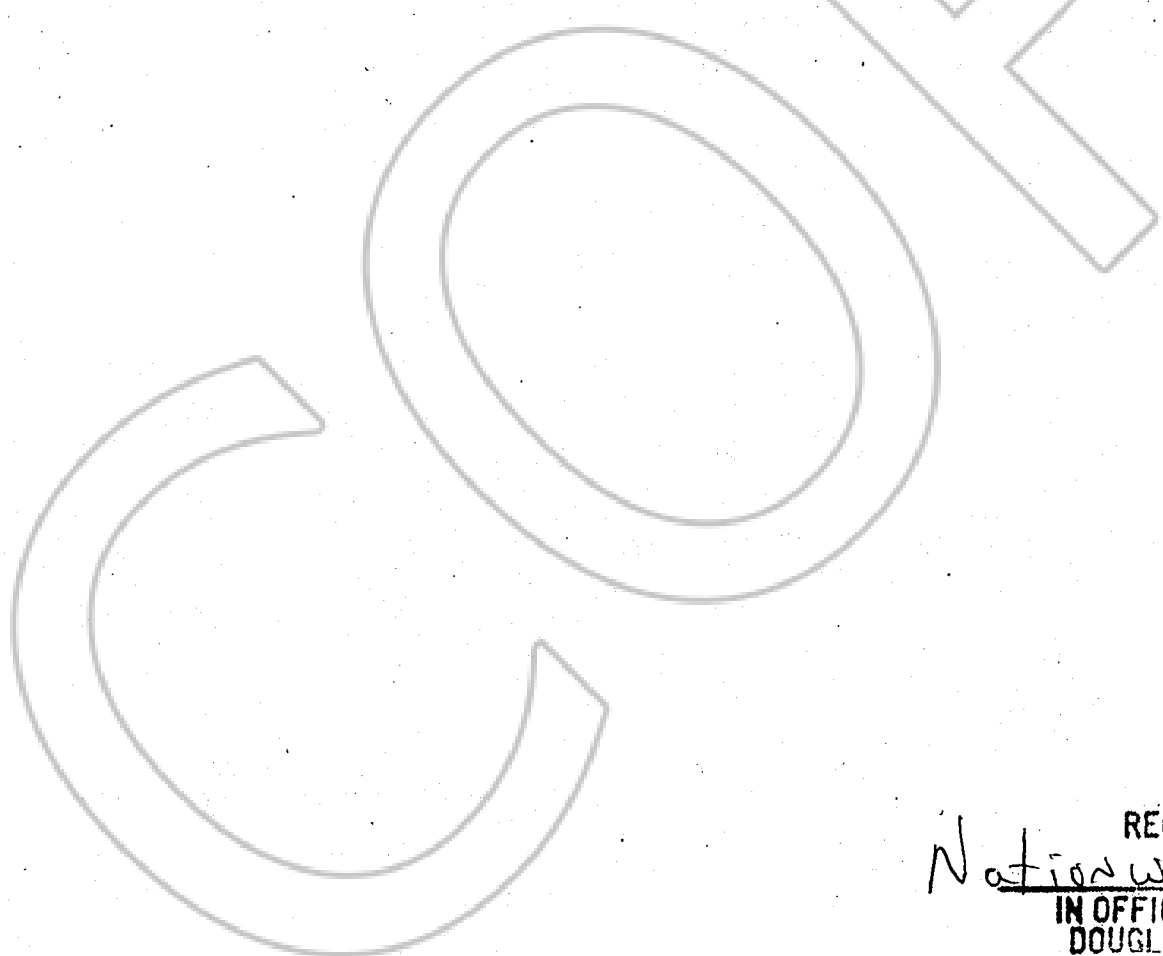
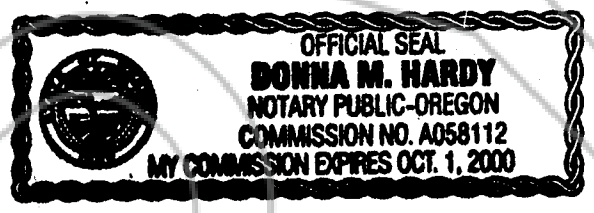
WITNESS my hand and official seal.

Signature: Donna M Hardy

DONNA M: HARDY

Name (typed or printed)

My Commission expires: 10-01-00



REQUESTED BY Nationwide Recording IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA

2000 JAN -6 PM 2: 03

LINDA SLATER RECORDER

\$12.00 PAID DEPUTY

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