

STEWART TITLE

P.O. Box 2055 ~ Stateline, Nevada 89449
 Phone: (775) 588-8898 ~ Fax: (775) 588-8884

Escrow No: 99021585A

MODIFICATION AGREEMENT

THIS AGREEMENT, made this 25 day of APRIL, 2000, by and between STANLEY E. BAUMAN, TRUSTEE AND ELLEN L. BAUMAN, TRUSTEE, of THE STANLEY E. BAUMAN AND ELLEN L. BAUMAN REVOCABLE LIVING TRUST U/T/D/ 11-16-78, First Party (Beneficiary) and DAVID S. KURTZMAN, TRUSTEE AND KAREN M. KURTZMAN, TRUSTEE, of the KURTZMAN FAMILY TRUST DATED MAY 17, 1995, Second Party (Trustor)

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated SEPTEMBER 1, 1999 executed by

DAVID S. KURTZMAN, TRUSTEE AND KAREN M. KURTZMAN, TRUSTEE, OF THE KURTZMAN FAMILY TRUST DATED MAY 17, 1995 as TRUSTOR to

STEWART TITLE OF DOUGLAS COUNTY, as Trustee, and

STANLEY E. BAUMAN, TRUSTEE AND ELLEN L. BAUMAN, TRUSTEE, OF THE STANLEY E. BAUMAN AND ELLEN L. BAUMAN REVOCABLE LIVING TRUST U/T/D 11-16-78 as BENEFCIARY; which

Deed of Trust was recorded on SEPTEMBER 15, 1999 in Book 999, Page 2914, as Document No. 0476653, Official Records of DOUGLAS County;

which Deed of Trust was given as security for a Note dated SEPTEMBER 1, 1999 in the sum of \$325,000.00, executed by DAVID S. KURTZMAN, TRUSTEE AND KAREN M. KURTZMAN, TRUSTEE, OF THE KURTZMAN FAMILY TRUST DATED MAY 17, 1995 in favor of STANLEY E. BAUMAN, TRUSTEE AND ELLEN L. BAUMAN, TRUSTEE, OF THE STANLEY E. BAUMAN AND ELLEN L. BAUMAN REVOCABLE LIVING TRUST U/T/D 11-16-78, AND WHEREAS, the Second Party is desirous of modifying the terms of said Note and the First Party is willing to modify the terms of the said Note;

NOW THEREFORE, in consideration of the promises and agreements hereafter contained to be performed by the Second Party, the Parties do hereby agree as follows: PRINCIPAL AMOUNT OF NOTE TO BE INCREASED BY \$64,000.00 FOR A PRINCIPAL BALANCE REMAINING OF \$386,924.61 AS OF THIS DATE.

THIS DOCUMENT IS BEING SIGNED IN
 COUNTER-PART HOWEVER IS CONSTRUED
 TO BE BUT ONE DOCUMENT.

Continued on next page

0491403

BK0500PG1315

ESCROW NO.: 99021585A

on _____ by _____.

Notary Public

WHEN RECORDED, RETURN TO:

*
*
*

COPY

0491403

BK0500PG1317

STEWART TITLE

P.O. Box 2055 ~ Stateline, Nevada 89449
Phone: (775) 588-8898 ~ Fax: (775) 588-8884

Escrow No: 99021585A

MODIFICATION AGREEMENT

THIS AGREEMENT, made this 25 day of APRIL, 2000, by and between STANLEY E. BAUMAN, TRUSTEE AND ELLEN L. BAUMAN, TRUSTEE, of THE STANLEY E. BAUMAN AND ELLEN L. BAUMAN REVOCABLE LIVING TRUST U/T/D/ 11-16-78, First Party (Beneficiary) and DAVID S. KURTZMAN, TRUSTEE AND KAREN M. KURTZMAN, TRUSTEE, of the KURTZMAN FAMILY TRUST DATED MAY 17, 1995, Second Party (Trustor)

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated SEPTEMBER 1, 1999 executed by

DAVID S. KURTZMAN, TRUSTEE AND KAREN M. KURTZMAN, TRUSTEE, OF THE KURTZMAN FAMILY TRUST DATED MAY 17, 1995 as TRUSTOR to

STEWART TITLE OF DOUGLAS COUNTY, as Trustee, and

STANLEY E. BAUMAN, TRUSTEE AND ELLEN L. BAUMAN, TRUSTEE, OF THE STANLEY E. BAUMAN AND ELLEN L. BAUMAN REVOCABLE LIVING TRUST U/T/D 11-16-78 as BENEFICIARY; which

Deed of Trust was recorded on SEPTEMBER 15, 1999 in Book 999, Page 2914, as Document No. 0476653, Official Records of DOUGLAS County;

which Deed of Trust was given as security for a Note dated SEPTEMBER 1, 1999 in the sum of \$325,000.00, executed by DAVID S. KURTZMAN, TRUSTEE AND KAREN M. KURTZMAN, TRUSTEE, OF THE KURTZMAN FAMILY TRUST DATED MAY 17, 1995 in favor of STANLEY E. BAUMAN, TRUSTEE AND ELLEN L. BAUMAN, TRUSTEE, OF THE STANLEY E. BAUMAN AND ELLEN L. BAUMAN REVOCABLE LIVING TRUST U/T/D 11-16-78, AND WHEREAS, the Second Party is desirous of modifying the terms of said Note and the First Party is willing to modify the terms of the said Note;

NOW THEREFORE, in consideration of the promises and agreements hereafter contained to be performed by the Second Party, the Parties do hereby agree as follows: PRINCIPAL AMOUNT OF NOTE TO BE INCREASED BY \$64,000.00 FOR A PRINCIPAL BALANCE REMAINING OF \$386,924.61 AS OF THIS DATE.

THIS DOCUMENT IS BEING SIGNED IN COUNTER-PART HOWEVER IS CONSTRUED TO BE BUT ONE DOCUMENT.

Continued on next page

0491403

BK0500PG1318

ESCROW NO.: 99021585A

FIRST PAYMENT TO BE DUE ON JUNE 15, 2000 IN PRINCIPAL AND INTEREST INSTALLMENTS OF \$4,011.51, OR MORE.

BORROWER SHALL PAY A LATE CHARGE OF 6% OR \$240.69 FOR EACH AND EVERY PAYMENT RECEIVED MORE THAN TEN DAYS AFTER IT IS DUE.

TERM OF NOTE IS EXTENDED TO SEPTEMBER 10, 2014, WITH PAYMENTS AMORTIZED OVER 172 MONTHS.

Said modification of the terms of payment shall in no manner or respect alter any of the other terms, covenants and conditions of said Promissory Note or the Deed of Trust securing it.

The Second party hereby represents and warrants that there are no other liens or encumbrances of any nature whatsoever on or against the real property mentioned in said Deed of Trust, except as follows: NONE

FIRST PARTY

SECOND PARTY

STANLEY E. BAUMAN, TRUSTEE

David S. Kurtzman Trustee
DAVID S. KURTZMAN, TRUSTEE

ELLEN L. BAUMAN, TRUSTEE

Karen M. Kurtzman Trustee
KAREN M. KURTZMAN, TRUSTEE

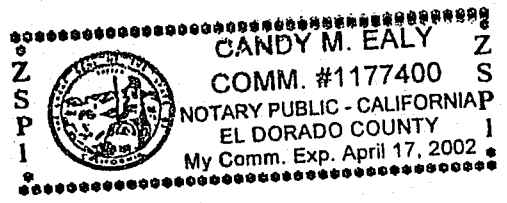
STATE OF _____)
COUNTY OF _____) ss.

This instrument was acknowledged before me

on May 3, 2000 by David S. Kurtzman

Candy M. Ealy
Notary Public

STATE OF California)
COUNTY OF El Dorado) ss.



This instrument was acknowledged before me

Continued on next page

0491403
BK0500PG1319

ESCROW NO.: 99021585A

on _____ by _____

Notary Public

WHEN RECORDED, RETURN TO:
MR. AND MRS. BAUMAN, TRUSTEES
3969 PARKER HILL ROAD
SANTA ROSA, CA 95404

COPY

0491403

BK0500PG1320

ALL-PURPOSE ACKNOWLEDGMENT

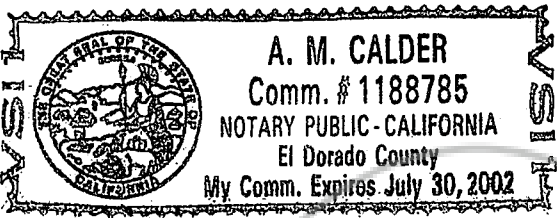
State of California

County of El Dorado } SS.

On May 4, 2000 before me, A. M. Calder,
(DATE) (NOTARY)

personally appeared Karen M. Kurtzman
SIGNER(S)

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.

A. M. Calder
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

_____ OTHER

COPY

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

2000 MAY -5 AM 11:08

LINDA SLATER
RECORDER

\$ 14.00 PAID to DEPUTY

0491403

BK0500PG1322