

WHEN RECORDED MAIL TO:
BEVERLY BROWN BUTLER, TRUSTEE
P. O. BOX 451
GENOA, NV 89411

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESSED OR IMPLIED, IS ASSUMED AS TO IT'S REGULARITY OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

MODIFICATION AGREEMENT

This agreement, made this 3rd day of May, 19 2000, by and between BEVERLY BROWN BUTLER, TRUSTOR AND TRUSTEE OF THE CEBB TRUST, DATED FEBRUARY 27, 1996 First Party (Beneficiary) and R & D ENTERPRISES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY Second Party (Trustor)

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated February 16, 2000 executed by R & D ENTERPRISES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY as Trustor, to STEWART TITLE OF DOUGLAS COUNTY, A NEVADA / CORPORATION as Trustee, and BEVERLY BROWN BUTLER, TRUSTOR AND TRUSTEE OF THE CEBB TRUST, DATED FEBRUARY 27, 1996 Beneficiary; which Deed of Trust was recorded FEBRUARY 17, 2000 in Book 0200 Page 2778 under Recorder's Serical No. 04864777, DOUGLAS COUNTY Records;

LEGAL DESCRIPTION MARKED AS EXHIBIT "A" IS ATTACHED HERETO AND MADE A PART HEREOF.
which Deed of Trust was given as security for a Note dated February 16, 2000 in the sum of \$ 86,500.00, executed by R & D ENTERPRISES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, in favor of BEVERLY BROWN BUTLER, TRUSTOR AND TRUSTEE OF THE CEBB TRUST, DATED FEBRUARY 27, 1996

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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:

INTEREST SHALL BE 12% PER ANNUM, COMMENCING FEBRUARY 17, 2000 AND SHALL CONTINUE IN A LIKE MANNER UNTIL August 5, 2000 AT WHICH TIME THE PRINCIPAL BALANCE TOGETHER WITH ACCRUED INTEREST SHALL BE DUE AND PAYABLE.

A LATE CHARGE OF \$167.00 PER DAY FROM August 6, 2000 UNTIL NOTE IS PAID IN FULL SHALL BE INCURRED, IF NOT PAID ON MATURITY DATE.

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:

FIRST PARTY

Beverly Brown Butler Trustee
BEVERLY BROWN BUTLER, TRUSTOR
AND TRUSTEE OF THE CEBB TRUST,
DATED FEBRUARY 27, 1996

SECOND PARTY

R & D ENTERPRISES, LLC, A
CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

ROBERT P. DORE, MEMBER

BY: _____

BEVERLY A. DORE, MEMBER

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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:

INTEREST SHALL BE 12% PER ANNUM, COMMENCING FEBRUARY 17, 2000 AND SHALL CONTINUE IN A LIKE MANNER UNTIL August 5, 2000 AT WHICH TIME THE PRINCIPAL BALANCE TOGETHER WITH ACCRUED INTEREST SHALL BE DUE AND PAYABLE.

A LATE CHARGE OF \$167.00 PER DAY FROM August 6, 2000 UNTIL NOTE IS PAID IN FULL SHALL BE INCURRED, IF NOT PAID ON MATURITY DATE.

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:

FIRST PARTY

BEVERLY BROWN BUTLER, TRUSTOR
AND TRUSTEE OF THE CEBB TRUST,
DATED FEBRUARY 27, 1996

SECOND PARTY

R & D ENTERPRISES, LLC, A
CALIFORNIA LIMITED LIABILITY COMPANY

BY: *Robert P. Dore*
ROBERT P. DORE, MEMBER

BY: *Beverly A. Dore*
BEVERLY A. DORE, MEMBER

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EXHIBIT "A"

LEGAL DESCRIPTION

ESCROW NO.: 000700480

Lot 100 as set forth on the final map of GENOA LAKES PHASE 3 UNIT 2, A Planned Unit Development, recorded May 1, 1995, in Book 595 of Official Records at Page 78, Douglas County, Nevada, as Document No. 361251.

APN 17-402-06

COPY

0491579

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STATE OF Nevada)

) SS.

COUNTY OF Douglas)

This instrument was acknowledged before me on May 4, 2000
1999 //, by Beverly Brown Butler



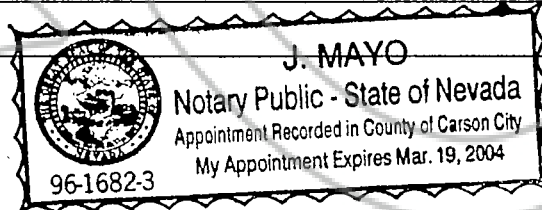
J. Mayo
Notary Public

STATE OF NEVADA)

) SS.

COUNTY OF DOUGLAS)

This instrument was acknowledged before me on May 4, 2000
1999 //, by Robert P. Dore and Beverly A. Dore



J. Mayo
Notary Public

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

2000 MAY -8 PM 2: 14

LINDA SLATER
RECORDER

\$ 11.00 PAID *[Signature]* DEPUTY

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