

APN 1320-29-410-041  
PROPERTY: 1625 Mono

# STEWART TITLE

1650 North Lucerne ~ Minden, Nevada 89423  
Phone: (775) 782-2208 ~ Fax: (775) 782-4601

Escrow No: ACCM 1575

## MODIFICATION AGREEMENT

THIS AGREEMENT, made this 28TH day of MAY, 2001, by and between MARY E. MACK, AS TRUSTEE OF THE DUANE E. MACK FAMILY TRUST (SURVIVOR'S TRUST) DATED AUGUST 4, 1982 First Party (Beneficiary) and MACK LAND & CATTLE COMPANY, A PARTNERSHIP Second Party (Trustor)

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated OCTOBER 28, 1994 executed by

MACK LAND & CATTLE COMPANY, A PARTNERSHIP as Trustor to

MARQUIS ESCROW INC. A NEVADA CLOSE CORPORATION, as Trustee, and

MARY E. MACK, AS TRUSTEE OF THE DUANE E. MACK FAMILY TRUST (SURVIVOR'S TRUST) DATED AUGUST 4, 1982, as Beneficiary; which Deed of Trust was recorded on NOVEMBER 1, 1994 in Book 1194, Page 60, as Document No. 349771, Official Records of Douglas County;

which Deed of Trust was given as security for a Note dated October 28, 1994 in the sum of \$40,000.00, executed by MAUREEN F. MACK, PARTNER in favor of MARY E. MACK, AS TRUSTEE OF THE DUANE E. MACK FAMILY TRUST (SURVIVOR'S TRUST) DATED AUGUST 4, 1982, 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 rate shall change to 5.30% percent per annum which shall change the monthly payments on the then due unpaid balance to principal and interest payments in the amount of \$270.65 and shall now become all due and payable in (20) years which shall be May 28, 2021. All other terms and conditions shall remain the same.

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  
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other liens or encumbrances of any nature whatsoever on or against the real property mentioned in said Deed of Trust, except as follows: This above mentioned First Trust Deed and Note.

FIRST PARTY

SECOND PARTY

Mary E. Mack  
MARY E. MACK, TRUSTEE OF THE  
DUANE E. MACK FAMILY TRUST DATED  
AUGUST 4, 1982

MACK LAND AND CATTLE COMPANY  
A PARTNERSHIP

BY: Maureen F. Mack  
Maureen F. Mack, Partner

APPROVED: Thomas M. Mack  
Thomas M. Mack, Partner

STATE OF NEVADA )  
 ) ss.  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me  
on 6-6-01 by MARY E. MACK, TRUSTEE & MAUREEN F. MACK,  
PARTNER,

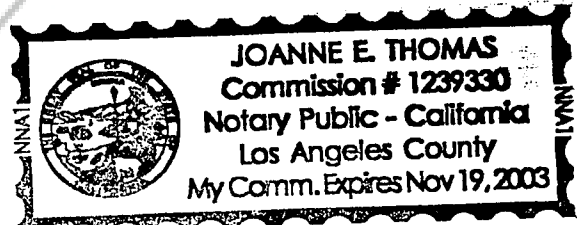
Gayle Sarratea  
Notary Public



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Los Angeles )

This instrument was acknowledged before me  
on June 7, 2001 by Joanne E. Thomas THOMAS M. MACK

Joanne E. Thomas  
Notary Public



WHEN RECORDED, RETURN TO:  
Mack Trust C/O Mack Land and Cattle  
P.O. Box 116  
Minden, Nv 89423

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

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

2001 JUN -8 PM 3: 51

LINDA SLATER  
RECORDER  
Gay  
PAID Be DEPUTY

STEWART TITLE OF DOUGLAS COUNTY

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