

STEWART TITLE

1650 North Lucerne ~ Minden, Nevada 89423

Phone: (775) 782-2208 ~ Fax: (775) 782-4601

MODIFICATION AGREEMENT

010807743

THIS AGREEMENT, made this 10th day of September 2001, by and between See Exhibit "A" attached hereto and made a part hereof First Party (Beneficiary) and William Webb and Cindy Webb, husband and wife as Joint Tenants as to an undivided 50% interest and Shawn Hall, an unmarried man and Roxanne Schade, an unmarried woman as Joint Tenants as to an undivided 50% interest, Second Party (Trustor) WITNESSETH: WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated September 13, 2000 executed by

William Webb and Cindy Webb, husband and wife as Joint Tenants as to an undivided 50% interest and Shawn Hall, an unmarried man and Roxanne Schade, an unmarried woman as Joint Tenants as to an undivided 50% interest.

STEWART TITLE OF DOUGLAS COUNTY, as Trustee, and See exhibit "A" attached hereto and made a part hereof,

Beneficiary; which Deed of Trust was recorded on September 19, 2000 in Book 900, Page 3199-3214 as Document No. 499634; Official Records of Douglas County;

which Deed of Trust was given as security for a Note dated September 13, 2000 in the sum of \$410,000.00, executed by

William Webb and Cindy Webb, husband and wife as Joint Tenants as to an undivided 50% interest and Shawn Hall, an unmarried man and Roxanne Schade, an unmarried woman as Joint Tenants as to an undivided 50% interest.

in favor of See exhibit "A" attached hereto and made a part hereof

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:

1. Whereas Clifford S. Scott and Pamela C. Scott desires to be Continued on next page

THIS DOCUMENT IS BEING EXECUTED IN COUNTER-PART

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.

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BK 1001 PG 7415

STEWART TITLE OF DOUGLAS COUNTY

Exhibit "A"

KEITH D. BENTON, A SINGLE MAN, AS TO AN UNDIVIDED 7.317% INTEREST; \$30,000. SUSAN DAVIS, A SINGLE WOMAN, AS TO AN UNDIVIDED 7.317% INTEREST; \$30,000. THOMAS EDWARD DOWER AND GAYLE DOWER, HUSBAND AND WIFE, AS JOINT TENANTS, AS TO AN UNDIVIDED 14.634% INTEREST; \$60,000.00. MARTY E. SALM, A SINGLE MAN, AS TO AN UNDIVIDED 12.195% INTEREST; \$50,000. H. N. SWANSON AND DIEDRE J. SWANSON, HUSBAND AND WIFE, AS JOINT TENANTS AS TO AN UNDIVIDED 8.537% INTEREST; \$35,000.00. WALLACE D. BENTON AND CLARA M. BENTON, TRUSTEES OF THE BENTON FAMILY TRUST DATED 10/18/93, AS TO AN UNDIVIDED 32.927% INTEREST; \$135,000.00. SALLY IONE HARPER, SUCCESSOR TRUSTEE OF THE MENTON TRUST AGREEMENT DATED 9/9/86, AS TO AN UNDIVIDED 17.073% INTEREST \$70,000.00

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released and discharged from any liability in connection with the aforementioned Promissory Note and Deed of Trust. William Webb and Cindy Webb, Shawn Hall and Roxanne Schade are the only parties liable upon said Promissory Note and Deed of Trust, which shall remain in full force and effect.

2. Beneficiary's agree to release the additional security on the above Deed of Trust known as A.P.N. 13-092-06, a Partial Release to be recorded concurrently herewith. Said additional security shall be replaced with the additional security known as A.P.N. 02-460-25, in Mono County, California, to be secured with a Deed of Trust.

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.

FIRST PARTY

SECOND PARTY

✓ Keith D. Benton

William Webb
William Webb

✓ Susan Davis

Cindy Webb
Cindy Webb

✓ Thomas Edward Dower

Shawn Hall
Shawn Hall

✓ Gayle Dower

Roxanne Schade
Roxanne Schade

Marty E. Salm

Clifford S. Scott
Clifford S. Scott

✓ H. N. Swanson

Pamela C. Scott
Pamela C. Scott

Diedre J. Swanson

Wallace D. Benton, Trustee

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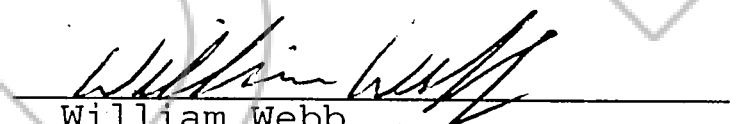
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FIRST PARTY

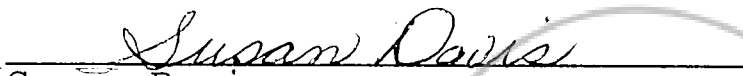
SECOND PARTY



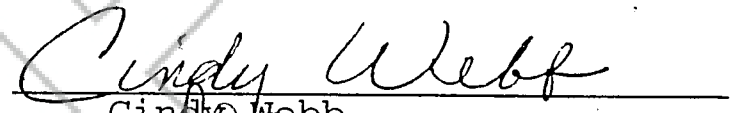
Keith D. Benton



William Webb

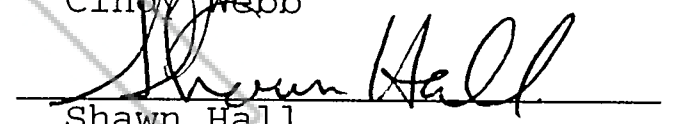


Susan Davis



Cindy Webb

Thomas Edward Dower




Shawn Hall

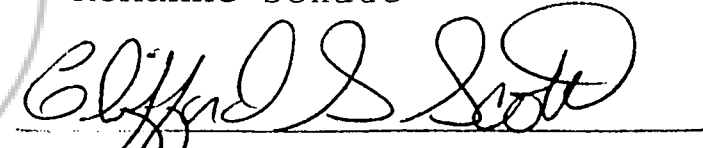
Gayle Dower



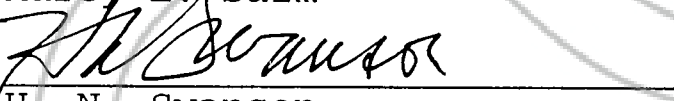
Roxanne Schade



Marty E. Salm




Clifford S. Scott



H. N. Swanson



Pamela C. Scott



Diedre J. Swanson



Wallace D. Benton, Trustee

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FIRST PARTY

SECOND PARTY

Keith D. Benton

William Webb
William Webb

Susan Davis

Cindy Webb
Cindy Webb

Thomas E Dower
Thomas Edward Dower

Shawn Hall
Shawn Hall

Gayle Dower
Gayle Dower

Roxanne Schade
Roxanne Schade

Marty E. Salm

Clifford S Scott

H. N. Swanson

Pamela C. Scott

Diedre J. Swanson

Wallace D. Benton, Trustee

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Clara M. Benton, Trustee

~~Sally Ione Harper, Trustee~~
Sally Ione Harper, Trustee

STATE OF Nevada)
COUNTY OF Douglas) SS.



This instrument was acknowledged before me MARY H. KELSH
on 10-19-01 by Sally Ione Harper, Trustee

Mary H. Kelsh
Notary Public

STATE OF Nevada)
COUNTY OF Douglas) SS.



This instrument was acknowledged before me
on 9-12-01 by William Webb, Cindy Webb, Shawn Hall
Boxanne Schadle, Clifford S. Scott
Pamela C. Scott

Mary H. Kelsh
Notary Public

WHEN RECORDED, RETURN TO:
Western Title/ IC Dept
1626 hwy 395
Minden, NV 89423

Clara M. Benton, Trustee

Sally Ione Harper, Trustee

STATE OF Oregon)
COUNTY OF Josephine) ss.

This instrument was acknowledged before me
on 9-17-01 by Thomas E Dower & Gayle Dower

Stefani Barnett
Notary Public



STATE OF _____)
COUNTY OF _____) ss.

This instrument was acknowledged before me
on _____ by _____

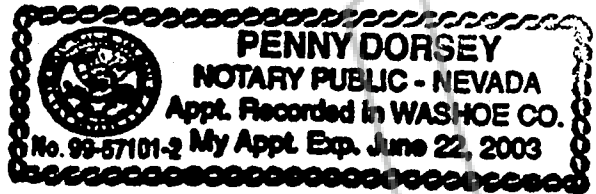
Notary Public

WHEN RECORDED, RETURN TO:
Western Title/ IC Dept
1626 hwy 395
Minden, NV 89423

Clara M. Benton Trustee
Clara M. Benton, Trustee

Sally Ione Harper, Trustee

STATE OF NEVADA)
COUNTY OF CARSON CITY) ss.

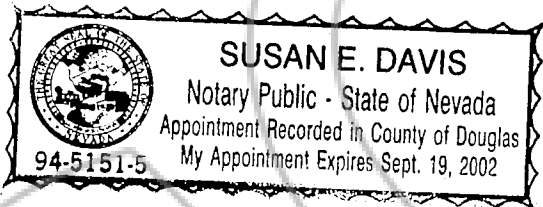


This instrument was acknowledged before me the undersigned
on 9/19/2001 by SUSAN DAVIS, CLARA M. BENTON and
Wallace D. Benton
Penny Dorsey
Notary Public

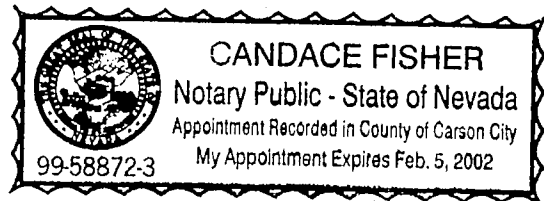
STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

On September 19, 2001, Keith Benton personally appeared before me, a Notary Public, who acknowledges that he read the foregoing, that the same is true and that he is authorized to execute the same.

Susan E. Davis
My Commission Expires 9/19/2002



STATE OF Nevada)
) ss.
COUNTY OF Carson)



This instrument was acknowledged before me on September 18, 2001
~~199~~ by Marty E. Salm

Candace Fisher
Notary Public

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COPY

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

2001 OCT 22 PM 3: 49

LINDA SLATER
RECORDER

\$ 23.00 PAID BC DEPUTY

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