

STEWART TITLE

1650 North Lucerne ~ Minden, Nevada 89423

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

AP 1320 - 31 - 515 - 004

Escrow No: 000700997

MODIFICATION AGREEMENT

THIS AGREEMENT, made this 5th day of November, 2001, by and between HARLEY J. PINNEY, TRUSTEE AND THERESA C. PINNEY, TRUSTEE OF THE PINNEY FAMILY 1995 TRUST DATED JANUARY 31, 1995, First Party (Beneficiary) and DAVID MCPEEK AND LINDA MCPEEK, HUSBAND AND WIFE, Second Party (Trustor)

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated September 2, 1999 executed by DAVID MCPEEK AND LINDA MCPEEK, HUSBAND AND WIFE, as Trustor to STEWART TITLE OF DOUGLAS COUNTY, A NEVADA CORPORATION, as Trustee, and HARLEY J. PINNEY, TRUSTEE AND THERESA C. PINNEY, TRUSTEE OF THE PINNEY FAMILY 1995 TRUST DATED JANUARY 31, 1995, as Beneficiary; which Deed of Trust was recorded on September 3, 1999 in Book 999, Page 660, as Document No. 475868, Official Records of Douglas County; which Deed of Trust was given as security for a Note dated September 2, 1999 in the sum of \$160,000.00, executed by DAVID MCPEEK AND LINDA MCPEEK, HUSBAND AND WIFE, in favor of HARLEY J. PINNEY, TRUSTEE AND THERESA C. PINNEY, TRUSTEE OF THE PINNEY FAMILY 1995 TRUST DATED JANUARY 31, 1995.

AND WHEREAS, a Notice of Advance was recorded August 10, 2000 in Book 800, Page 1813, Official Records.

AND WHEREAS, a Modification Agreement was recorded August 10, 2000 in Book 800, Page 1814, Official Records.

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:

The interest rate is 6.5% per annum commencing 11/10/01. One point fee in the sum of \$1,633.81 is added to the principal balance of \$163,381.07. The new principal balance is \$165,014.88.

Said modification of the terms of payment shall in no manner or
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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

Harley J. Pinney, Trustee
HARLEY J. PINNEY, TRUSTEE

David McPeck
DAVID MCPEEK

Theresa C. Pinney, Trustee
THERESA C. PINNEY, TRUSTEE

Linda McPeck
LINDA MCPEEK

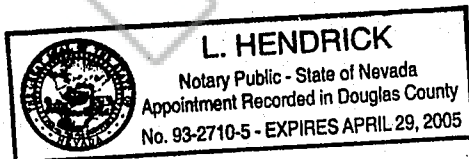
STATE OF Nevada)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me

on 11-6-01 by Harley J. Pinney and Theresa C. Pinney

L. Hendrick
Notary Public

STATE OF Nevada)
COUNTY OF Douglas) ss.



This instrument was acknowledged before me

on 11-7-01 by David McPeck & Linda McPeck

L. Hendrick
Notary Public



WHEN RECORDED, RETURN TO:
MR. AND MRS. HARLEY J. PINNEY, TRUSTEE
1636 MACKLAND AVENUE
MINDEN, NV 89423

REQUESTED BY

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

2001 NOV -8 AM 10: 15

LINDA SLATER
RECORDER

\$15.00 PAID K. DEPUTY

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

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