

020708545

APN 1320-33-716-028

WHEN RECORDED MAIL TO:

MR. AND MRS. WALTER HAFELE

1628 BELARRA DRIVE

MINDEN, NV 89423

# STEWART TITLE

1650 North Lucerne ~ Minden, Nevada 89423

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

Escrow No: 020708545

## MODIFICATION AGREEMENT

THIS AGREEMENT, made this \_\_\_ day of November, 2002, by and between WALTER HAFELE and LINDA HAFELE, husband and wife as community property with right of survivorship, First Party (Beneficiary) and DONALD ROOKER and TONI ROOKER, husband and wife and LYNNE L. CAULEY, an unmarried woman, Second Party (Trustor)

### WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated April 26, 2002 executed by

DONALD ROOKER and TONI ROOKER, husband and wife and LYNNE L. CAULEY, an unmarried woman, as Trustor to STEWART TITLE OF DOUGLAS COUNTY, a Nevada corporation, as Trustee, and

WALTER HAFELE and LINDA HAFELE, husband and wife as community property with right of survivorship, as Beneficiary; which Deed of Trust was recorded on May 6, 2002 in Book 0502, Page 1552-1555, as Document No. 541509, Official Records of Douglas County; and re-recorded May 21, 2003 in Book 0502, Pages 6383-6386, as Document Number 542735, Official Records of Douglas County;

which Deed of Trust was given as security for a Note dated April 26, 2002 in the sum of \$125,000.00, executed by DONALD ROOKER and TONI ROOKER, husband and wife and LYNNE L. CAULEY, an unmarried woman, in favor of WALTER HAFELE and LINDA HAFELE, husband and wife as community property with right of survivorship.

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: Commencing with the November 6, 2002 installment the interest rate shall be 7.5 percent per annum and the monthly installment, commencing with the December 6, 2002 payment shall be in the amount of \$874.02 per month and shall continue on the 6th calendar day of each

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

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STEWART TITLE OF DOUGLAS COUNTY

BK 1102 PG 06889

and every month thereafter until November 6, 2008, at which time all principal then remaining together with all interest accrued thereon shall be due and payable.

Parties acknowledge that at the time of maturity a balloon payment will be due and payable.

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

Walter Hafele  
WALTER HAFELE

Donald Rooker  
DONALD ROOKER

Linda Hafele  
LINDA HAFELE

Toni Rooker  
TONI ROOKER

Lynne L. Cauley  
LYNNE L. CAULEY

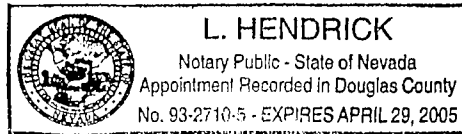
STATE OF Nevada )  
COUNTY OF Douglas ) SS.

This instrument was acknowledged before me

on November 7, 2005 by Walter Hafele, Linda Hafele, Donald Rooker, Toni Rooker and Lynne L. Cauley.

[Signature]  
Notary Public

STATE OF Nevada )  
COUNTY OF Douglas ) SS.



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This instrument was acknowledged before me

on \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

WHEN RECORDED, RETURN TO:

COPY

REQUESTED BY  
**Stewart Title of Douglas County**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 NOV 18 AM 10:32

LINDA SLATER  
RECORDER

\$ 16 PAID KJ DEPUTY

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