

APN 1320-33-311-017

Escrow No. 030302684

Mail To:
WESTERN TITLE IC DEPARTMENT
1626 HIGHWAY 395
MINDEN, NV 89423

MAIL TAX STATEMENTS TO:
BRIAN D. HENDRIX
P.O. BOX 5090
GARDNERVILLE, NV 89410

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

2003 AUG 19 PM 3:33

WERNER CHRISTEN
RECORDER

\$ 16.50 PAID Kg DEPUTY

MODIFICATION AGREEMENT

THIS AGREEMENT, made this 11th day of August, 2003, by and between ALEX BURGA, a married man as his sole and separate property, First Party (Beneficiary)

and BRIAN D. HENDRIX and JESSICA K. HENDRIX, formerly known as JESSICA K. FOWLER, 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 March 4, 2002, executed by BRIAN D. HENDRIX and JESSICA K. FOWLER, as Trustor to

STEWART TITLE OF DOUGLAS COUNTY, as Trustee, and
ALEX BURGA, as Beneficiary; which

Deed of Trust was recorded on March 25, 2002 in Book 0302, Page 8767, as Document No. 537799, Official Records of Douglas County;

which Deed of Trust was given as security for a Note dated March 4, 2002, in the sum of \$180,000.00, executed by BRIAN D. HENDRIX and JESSICA K. FOWLER, in favor of ALEX BURGA.

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:

Beneficiary agrees to an Additional Advance of \$30,000.00, increasing loan amount to \$210,000.00, with interest from August 19, 2003, at the rate of TWELVE percent (12%) per annum, payable as follows:

0587104

BK0803PG09870

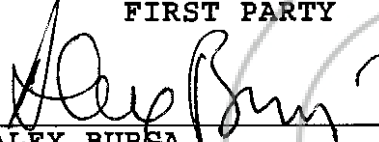
Interest only, or more, monthly, with the first monthly installment due on the 1st day of September, 2003, and continuing in a like manner on the same day of each and every month thereafter until December 1, 2003, at which time all principal then remaining together with all accrued interest thereon shall be due and payable.



Privilege is reserved to prepay this Note in whole or in part at any time without penalty.

Any payment, INCLUDING THE FINAL PAYMENT, made more than 5 days after the due date shall be accompanied by a late charge in an amount equal to 10% of the payment then due. Beginning 6 days after the due date, Borrower shall pay additional late charge of \$15.00 per day until payment has been made in full.

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.

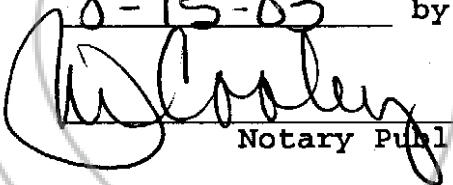
The Second party hereby represents and warrants that there are no other liens or encumbrances of any nature whatsoever on or against the real property mentioned in said Deed of Trust, except as follows: NONE


FIRST PARTY

ALEX BURSA

SECOND PARTY

BRIAN D. HENDRIX

JESSICA K. HENDRIX

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 8-15-03 by ALEX BURGA.

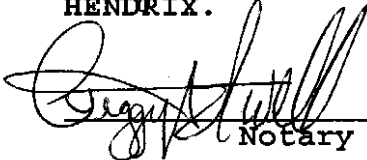

Notary Public

 J.M. COOLEY
NOTARY PUBLIC
STATE OF NEVADA
Appt. Recorded in Carson City
My Appt. Expires February 15, 2005
No: 97-0092-3

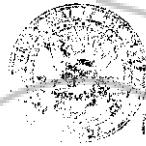
0587104
BK0803PG09871

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on
August 14, 2003 by BRIAN D. HENDRIX and JESSICA K.
HENDRIX.



Notary Public



PEGGY A. ELWELL
Notary Public - Nevada
No. 93-4100-5
My appt. exp. July 29, 2005

COPY

0587104

BK0803PG09872