

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

2003 NOV -3 AM 10: 39

WERNER CHRISTEN
RECORDER

\$ 17⁰⁰ PAID *KJ* DEPUTY

APN 1220-01-001-054
030201794
Recording Requested By:

Stewart Title of Douglas County
Stateline Branch

276 Kingsbury Grade, Ste 2001

Stateline, NV 89449

modification Agreement
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed.

0595593

BK 1103PG00261

STEWART TITLE

P.O. Box 2055 ~ Stateline, Nevada 89449
Phone: (775) 588-8898 ~ Fax: (775) 588-8884

Escrow No: 030201794

MODIFICATION AGREEMENT

THIS AGREEMENT, made this 9TH day of October, 2003, by and between Den-Mar Associated, Limited Liability Company, First Party (Beneficiary)

and Richard Jennings and Judy Jennings, Second Party (Trustor) assumed by Dale Armstrong on 7/11/2003 by Deed recorded 7/11/2003 book 0703, page 4617, document #0582974

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated 10/30/01 executed by

Richard Jennings and Judy Jennings, as Trustor to assumed by Dale Armstrong on 7/11/2003 by Deed recorded 7/11/2003 book 0703, page 4617, document #0582974

Stewart Title of Douglas County, as Trustee, and

Den-Mar Associated, as Beneficiary; which

Deed of Trust was recorded on 11/26/01 in Book 1101, Page 7693-7696, as Document No. 528464, Official Records of Douglas County;

which Deed of Trust was given as security for a Note dated 10/30/01 in the sum of \$95,000.00, executed by, Richard Jennings and Judy Jennings, assumed by Dale Armstrong on 7/11/2003 by Deed recorded 7/11/2003 book 0703, page 4617, document #0582974 in favor of

Den-Mar Associated

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. Extend the due date to on or before 11/10/04. 2. Makers reserve the right of prepayment at any time without penalty. 3. Trustor position assumed by Dale Armstrong.

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ESCROW NO.: 030201794

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: \$40,000.00 second in favor of Jim Ainsworth & Anna Ainsworth recorded 7/11/03, book 703, page 4617, document #0582975

FIRST PARTY

SECOND PARTY

Den-Mar Associated, a limited liability Company

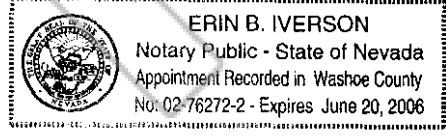
BY: Janice Fortune
Janice Fortune

Dale Armstrong

STATE OF Nevada)
COUNTY OF Washoe) ss.

This instrument was acknowledged before me on October 13 2003 by Janice Fortune

Erin B. Iverson
Notary Public



STATE OF _____)
COUNTY OF _____) ss.

This instrument was acknowledged before me on _____ by _____

Notary Public

WHEN RECORDED, RETURN TO:

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