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REQUESTED BY
Northern Trust Co
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

PREPARED BY:
Joe Goller
50 SOUTH LA SALLE STREET

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WERNER CHRISTEN
RECORDER

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RECORD AND RETURN TO:
THE NORTHERN TRUST COMPANY
ATTN: HOME LOAN CENTER, B-A
50 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60675

MORTGAGE MODIFICATION AGREEMENT

2000330798

This Mortgage Modification Agreement ("this Agreement") dated as of JULY 1, 2003 is
by, between and among
Heller Family, LLC

(the foregoing party(ies), individually and collectively, "Borrower") and
THE NORTHERN TRUST COMPANY ("Lender").

WHEREAS, Lender has made a mortgage loan (the "Loan") to Borrower in the principal amount of
\$ 463,300.00, reduced by payments to a current principal balance of \$ 439,516.70,
and Borrower has executed and delivered to Lender a note evidencing the Loan (the note, together with any
and all riders and attachments thereto, as and if previously modified or amended, the "Existing Note") dated
MARCH 25, 2002;

WHEREAS, Borrower has executed and delivered to Lender a mortgage (the mortgage, together with
any and all riders and attachments thereto, as and if previously modified or amended, the "Mortgage") dated
MARCH 25, 2002 and recorded in the Office of the Recorder of Deeds of Douglas COUNTY,
NEVADA, on MARCH 26, 2002 as Document Number 0538006,
which Mortgage secures the Existing Note and conveys and mortgages real estate located at
2019 The Back Road, Glenbrook
in Douglas COUNTY, NEVADA, legally described on Exhibit A attached hereto and
identified by Pin Number: 0000-01-050-050
(together with all fixtures and improvements thereon, the "Property").

WHEREAS, Lender represents that it is the owner and holder of the Existing Note, and Borrower
represents that it is the owner of the Property and that there are no liens (except for taxes not yet due) or
mortgages on the Property, except any in favor of Lender and any junior mortgage subordinated to the
Mortgage of which Lender has knowledge; and

WHEREAS, the parties hereto wish to modify the terms of the Loan so that the terms of the Existing
Note, as previously documented and disclosed by Lender, are replaced with the terms of that note (together
with the terms of any and all riders and attachments thereto) dated the date of this Agreement, attached hereto
as Exhibit B which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
JULY 1, 2018, and such note incorporated herein by reference (such note together with all
such riders and attachments, the "Replacement Note"), as such terms have been disclosed in the disclosures
given to Borrower by Lender in contemplation of this modification;


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NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The recitals (whereas clauses) above are hereby incorporated herein by reference.
2. As a condition of Lender modifying the terms of the Loan, Borrower agrees to execute this Agreement, the Replacement Note, relevant riders, attachments and disclosures, and such other documents and instruments as Lender may request from time to time (collectively, the "Replacement Documents").
3. The Existing Note is hereby amended, restated, renewed and replaced in its entirety by the Replacement Note, which Replacement Note shall be in the principal amount of \$ 439,516.70 . Any and all accrued unpaid interest and other amounts owing under the Existing Note shall be deemed outstanding and payable under the Replacement Note. If this Agreement is being used to convert an Adjustable Rate Note to a Fixed Rate Note or a Balloon Note, from and after the date hereof, any Adjustable Rate Rider to the Mortgage shall cease to be of any effect. If this Agreement is being used to convert a Balloon Note to a Fixed Rate Note or an Adjustable Rate Note, from and after the date hereof, any Balloon Rider to the Mortgage shall cease to be of any effect.
4. References in the Mortgage and related documents to the "Note" and riders and attachments thereto shall, from and after the date hereof, be deemed references to the Replacement Note.
5. Upon receipt of the Replacement Note, the Lender shall return the Existing Note to Borrower marked "Renewed by Note dated JULY 1, 2003 " (date of Replacement Note).
6. Borrower hereby agrees and confirms that (i) the Replacement Note, as an amendment, restatement, renewal and replacement of the Existing Note, is and shall be a continuing obligation of Borrower to Lender, and (ii) the lien of the Mortgage shall secure the Replacement Note to the same extent as if the Replacement Note were set forth and described in the Mortgage.
7. The parties hereto further agree that all of the provisions, stipulations, powers and covenants in the Mortgage shall stand and remain unchanged and in full force and effect and shall be binding upon them except as changed or modified in express terms by the Replacement Documents.
8. This Agreement and any document or instrument executed in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Illinois, and shall be deemed to have been executed in such State. Unless the context requires otherwise, wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the others. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, personal representatives, successors and assigns, except that Borrower may not transfer or assign its rights or interest hereunder without the prior written consent of Lender. Terms not otherwise defined herein shall have the meaning given to them in the Replacement Documents and Mortgage.
9. A land trustee executing this Agreement does not make the representations and warranties above relating to the balance of the Loan or the presence or absence of liens on the Property. The land trustee's waiver attached hereto (if applicable) is hereby incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.



Heller Family, LLC

STATE OF CALIFORNIA)
COUNTY OF MARIN)

I, DIANNE B. CHUTE a Notary Public in and for said County in the State
aforesaid, DO HEREBY CERTIFY that MIRANDA HELLER

who is/are personally known to me to be the same person(s) whose names are subscribed to the foregoing
instrument appeared before me and acknowledged that (s)he/they signed and delivered the said instrument as
his/her/their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16TH day of JULY, 2003



Dianne B. Chute
Notary Public

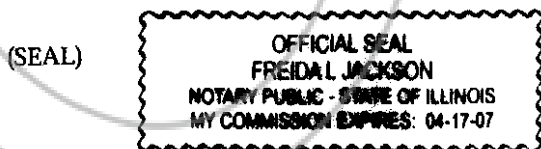
Mary Moran
By: Mary B. Moran
Its: Second Vice President

STATE OF Illinois)
COUNTY OF Cook)

I, Freida L. Jackson a Notary Public in and for said County, in the
State aforesaid, DO HEREBY CERTIFY that Mary B. Moran a(n)
Second Vice President (title) of The Northern Trust Company

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as
such Second Vice President (title), appeared before me this day in person and
acknowledged that (s)he signed and delivered the said instrument as his/her free and voluntary act, and as the
free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of July 2003



Freida L. Jackson
Notary Public

DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

Begin at a point on the Easterly side line of a 30 ft. roadway, marked by an iron pipe set in concrete, identical with the Southwest corner of the Schneider Tract, whence the Meander Corner of Lake Tahoe between Section 5 and 10, T14N, R18E., M.D.B.&M., bears N 44°17' W. 3747.5 ft.; thence N. 85°44' E. 212 ft. to an iron pipe set in concrete, identical with the Southeast corner of the Schneider Tract; thence S. 32°10' E. 214.5 ft. to an iron pipe set in concrete; thence S. 85°44' W. 248 ft. to a point on the Easterly side line of aforesaid 30 ft. roadway, marked by an iron pipe set in concrete; thence N. 23°01' W. 200 ft. along the Easterly side line of said roadway to the place of beginning.

PARCEL 2:

An easement for access to and from Highway 50, as shown on the Land Division Map for the Glenbrook Company, recorded February 6, 1979, in Book 279, at Page 207, as Document No. 29687, Official Records.

PARCEL 3:

A non-exclusive easement for Recreational Activities usually incident to picnicking, boating, swimming, aquatic sports and other water-related activities and to locate, use and maintain cabana by conveyance of Easements recorded July 13, 1983, in Book 783, at Page 1456, as Document No. 84342, Official Records, more particularly described as follows:

Beginning at the most Northerly corner of "Lot G" a Recreational Common Area of Glenbrook Subdivision Unit 3, as shown and so designated on the Official Plat thereof recorded in the Official records of Douglas County, June 13, 1980, Document No. 45299; thence from said POINT OF BEGINNING along the East line of said Lot G south 16°11'12" East 277.14 feet; thence South 33°05'34" East 49.99 feet; thence leaving said East line South 56°48'00" West 119.73 feet more or less to a point on the water line of Lake Tahoe; thence along said water line more or less North 25°15'51" West 318.05 feet more or less to the intersection of said water line and the North line of said Lot G; thence along said North line 56°48'00" East 157.00 feet to the POINT OF BEGINNING.

NOTE: The above metes and bounds description appeared previously in that certain document recorded September 17, 1999, in Book 999, Page 3623, as Instrument No. 476896.

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