

A Portion of APN: 1319-15-000-0015
Interval #17-036-45-01 (0203645A)

2004 APR 29 AM 11:12

When Recorded Mail To:

WERNER CHRISTEN
RECORDER

Walley's Partners Limited Partnership
P.O. Box 158
Genoa, NV 89411

\$ 16.00 PAID 132 DEPUTY

THIS INSTRUMENT IS BEING RECORDED AS AN
ACCOMMODATION ONLY. NO LIABILITY, EXPRESSED
OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY
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UPON TITLE TO ANY REAL PROPERTY DESCRIBED
THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

Loan Modification Agreement

This Loan Modification Agreement ("Agreement"), made this 11th day of March, 2004 between Arthur J. Wehe and Chauntel Wehe, husband and wife as joint tenants with right of survivorship ("Borrower") and Walley's Partners Limited Partnership, a Nevada Limited Partnership ("Lender"), amends and supplements (1) that certain Short Form Deed of Trust and Assignment of Rents, dated September 2, 2001 and recorded October 8, 2001 in Book 1001, at Page 2182, as Document Number 524604 of the records of the Douglas County, Nevada Recorder's office ("Deed of Trust"), which encumbers the real and personal property described in the Deed of Trust and defined therein as the "Property", located at 2001 Foothill Road, Genoa, Nevada, described on Exhibit A attached thereto and incorporated therein and (2) that Promissory Note secured by Deed of Trust and Assignment of Rents executed by the Borrower and payable to the Lender dated the same date as the Deed of Trust ("Note").

In consideration of mutual promises and agreements exchanged for the purpose of curing the Borrower's default under said Note and Deed of Trust, the parties hereto agree to amend the Note and Deed of Trust as follows (to the Deed of Trust):

1. As of April 8, 2004:
 - (a) The principal amount payable under the Note (the "Unpaid Principal") will be \$11,141.17
 - (b) The delinquent interest will be \$1,355.13 (the "Unpaid Interest"); and
 - (c) The outstanding Accounting Service Charge under the Note will be \$50.00, ("Unpaid Service Charge").

Unpaid Principal, Unpaid Interest and Unpaid Service Charge are collectively referred to herein as the "Unpaid Balance."

2. The Borrower promises to pay the Unpaid Balance to the Lender as follows:
 - (a) Beginning March 8, 2004, interest on the Unpaid Balance shall accrue at the rate of fourteen point nine five percent (14.95%) per annum; and
 - (b) The Borrower shall make monthly payments to the Lender of principal and interest in the amount of \$195.51 beginning on April 8, 2004 and continuing thereafter on the same day of each succeeding month until August 08, 2012 ("Maturity Date") on which date all outstanding sums due under the Note or Deed of Trust shall be due and payable; and

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(c) All payments by the Borrower under the Note shall be made to P. O. Box 3187, Grand Rapids, MI 49501 or such other address as the Lender may notify the Borrower from time to time in writing.

3. In addition to the payments noted above the Borrower shall continue to pay a servicing fee of \$5.00 per month as set forth in the Note.

4. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Deed of Trust. Except as otherwise specifically provided in this Agreement, the Note and Deed of Trust will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof.

5. The terms and provisions of this Agreement are confidential between the Borrower and the Lender or those acting as an agent for the Lender. Failure to maintain confidentiality of the terms and provisions of this Agreement by the Borrower will constitute breach of this Agreement and the Lender may pursue any rights and remedies as permitted by law.

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the date noted above.

Arthur J. Wehe
Arthur J. Wehe (Borrower)

Chauntel Wehe
Chauntel Wehe (Borrower)

Walley's Partners Limited Partnership
a Nevada Limited Partnership

David G. Hyman
David G. Hyman, Authorized Agent

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STEWART TITLE OF DOUGLAS COUNTY

STATE OF California)
) SS
COUNTY OF El Dorado)

On this 12 day of April, 2004 before me a Notary Public, personally appeared Arthur J. Wehe and Chauntel Wehe, known to me to be the person(s) whose name(s) is/are subscribed to the above instrument, who acknowledged that he/she/they executed the above instrument.



Evelyn A. Pettyjohn
Notary Public

STATE OF NEVADA

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) SS
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COUNTY OF DOUGLAS

On this 21 day of April, 2004 before me a Notary Public, personally appeared David G. Hyman, who is the Authorized Agent of Walley's Partners Limited Partnership, known to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the above instrument on behalf of said partnership, and acknowledged to me that he executed the same for the purposes therein stated.

K. Burchiel

Notary Public



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STEWART TITLE OF DOUGLAS COUNTY