

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

2004 MAY 24 AM 10:53

WERNER CHRISTEN
RECORDER

\$ 16.00 PAID KD DEPUTY

portion of
APN 1318-15-601-001 +
1318-15-610-005

Recording Requested By:

Stewart Title of Douglas County

1650 N. Lucerne, Ste. 101

Minden, NV 89423

030203763

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.

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STEWART TITLE

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

Escrow No: 030203763

MODIFICATION AGREEMENT

THIS AGREEMENT, made this 3rd day of May, 2004, by and between "Owner", and Johann G. Mack, Trustee of the Johann G. Mack Trust

dated April 26, 1997
, First Party (Beneficiary)

and George Yonano and Eleanor L. Yonano, Second Party (Trustor)

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated 8/20/99 executed by

George Yonano and Eleanor L. Yonano, as Trustor to

First American Title Company, as Trustee, and

"Owner", and Johann G. Mack, Trustee of the Johann G. Mack Trust dated April 26, 1997, as Beneficiary; which

Deed of Trust was recorded on 1/5/00 in Book 0100, Page 588-589, as Document No. 0483860, Official Records of Douglas County;

which Deed of Trust was given as security for a Note dated 8/20/99 in the sum of \$125,000.00, executed by George Yonano and Eleanor L. Yonano, in favor of "Owner", and Johann G. Mack, Trustee of the Johann G. Mack Trust dated April 26, 1997

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:
INTEREST RATE TO BE CHANGED FROM 8% TO 5% INTEREST. ALL OTHER TERMS REMAIN THE SAME AND IN FULL FORCE AND EFFECT.

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
Continued on next page

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ESCROW NO.: 030203763

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: WELLS FARGO LOAN IN THE AMOUNT OF \$500,000.00

FIRST PARTY

SECOND PARTY

Johann G. Mack, Trustee
Johann G. Mack, Trustee

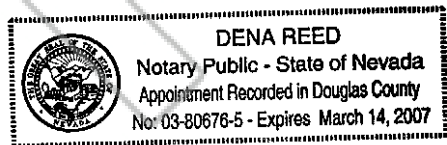
George Yonano
George Yonano

Eleanor L. Yonano
Eleanor L. Yonano

STATE OF Nevada)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me
on 5-4-04 by George Yonano & Eleanor L. Yonano.

Dena Reed
Notary Public



STATE OF Nevada)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me
on 5-6-04 by Johann G. Mack, Trustee.

Dena Reed
Notary Public



WHEN RECORDED, RETURN TO:
* P.O. Box 10775
* Zephyr Court, NV 89448

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