

REQUESTED BY
Stewart Title of Douglas County

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 AUG 18 AM 10: 22

WERNER CHRISTEN
RECORDER

\$17⁰⁰ PAID *Kj* DEPUTY

APN 1419-00-002-027

Recording Requested By:

Stewart Title of Douglas County

1650 N. Lucerne, Ste. 101

Minden, NV 89423

040700289

MODIFICATION AGREEMENT
(Title of Document)

THIS INSTRUMENT IS BEING RECORDED AS AN
ACCOMMODATION ONLY. NO LIABILITY, EXPRESSED
OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY
OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY,
UPON TITLE TO ANY REAL PROPERTY DESCRIBED
THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

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

1663 US Highway 395 N, Ste. 101 ~ Minden, Nevada 89423
Phone: (775) 782-2208 ~ Fax: (775) 782-4601

Escrow No: 040700289

MODIFICATION AGREEMENT

THIS AGREEMENT, made this ___ day of July, 2004, by and between Michael C. Gilbert and Angel K. Gilbert, husband and wife, First Party (Beneficiary)

and Eagle Ridge at Genoa, LLC, a Nevada limited liability company, Second Party (Trustor)

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated February 9, 2004, executed by

Eagle Ridge at Genoa, LLC, a Nevada limited liability company, as Trustor to

Stewart Title of Douglas County, as Trustee, and

Michael C. Gilbert and Angel K. Gilbert, as Beneficiary; which

Deed of Trust was recorded on February 12, 2004, in Book 0204, Page 4598, as Document No. 0604377, Official Records of Douglas County;

which Deed of Trust was given as security for a Note dated February 9, 2004 in the sum of \$2,550,000.00, executed by Eagle Ridge at Genoa, LLC, a Nevada limited liability company, in favor of Michael C. Gilbert and Angel K. Gilbert, husband and wife as joint tenants,

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: The date of maturity shall be November 12, 2004.

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.: 040700289

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

SECOND PARTY

EAGLE RIDGE AT GENOA, LLC,
a Nevada limited liability company

BY: EAGLE RIDGE PAINTER, INC.
MEMBER

[Signature]
MICHAEL C. GILBERT
[Signature]
ANGEL K. GILBERT

[Signature]
GREGORY W. PAINTER, PRESIDENT
[Signature]
HOLLIS L. PAINTER, SECRETARY

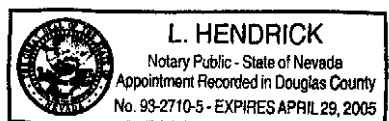
BY: WEALTH STRATEGIES
DEVELOPMENT, INC., MEMBER

[Signature]
MICHAEL D. BAYLISS, SECRETARY
[Signature]
CARRIE L. MCANINCH, PRESIDENT

STATE OF Nevada)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me
on 8-3-04 by Michael C. Gilbert and Angel K. Gilbert.

[Signature]
Notary Public



STATE OF NEVADA)
) ss.

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ESCROW NO.: 040700289

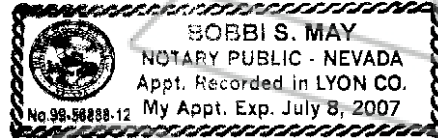
COUNTY OF CARSON)

This instrument was acknowledged before me

on 8-6-04 by GREG W. Painter, Hollis L. Painter, Michael D. Bayliss
xxxx and CARRIE L McAninch. xxxx

Bobbi S. May
Notary Public

WHEN RECORDED, RETURN TO:
MICHAEL C. GILBERT
861 MAHOGANY DRIVE
MINDEN, NV. 89423



COOPER

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