

REQUESTED BY
Stewart Title of Douglas County

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 DEC 10 AM 10:59

WERNER CHRISTEN
RECORDER

\$ 16 PAID KD DEPUTY

A ptn of APN: 1319-15-000-015

#17-046-36-01

Recording Requested By
STEWART TITLE

When Recorded Mail to:

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

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
(Restart)**

This Loan Modification Agreement ("Agreement"), made this 12th day of October, 2004 between Francis X Le Sage and Barbara A Le Sage 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 August 17, 2002 and recorded November 8, 2002 in Book 1102, at Page 3078, as Document Number 557277 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 there in as the "Property", located at 2001 Foothill Road, Genoa, Nevada, described on Exhibit A attached there to and incorporated herein 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 January 8, 2005:
 - (a) The principal amount payable under the Note (the "Unpaid Principal") is \$10,645.47;
 - (b) The delinquent interest is \$913.93 as of January 8, 2004 (the "Unpaid Interest"); and
 - (c) The outstanding Accounting Service Charge under the Note is 35.00, ("Unpaid Service Charge"); and Delinquent late fees of \$56.01.
 - (d) The Restart Fee is \$150.00.

Unpaid Principal, Unpaid Interest Unpaid Service Charge and Delinquent Late Fees 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 January 8, 2005, interest on the Unpaid Balance shall accrue at the rate of Fourteen point ninety 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 \$186.12 beginning on February 8, 2005 and continuing thereafter on the same day of each succeeding month until July 8, 2015 ("Maturity Date") on which date all outstanding sums due under the Note or Deed of Trust shall be due and payable; and

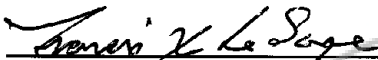
(c) All payments by the Borrower under the Note shall be made to P. O. Box 3187, Grand Rapids, MI 49501.

(d) 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. **The \$5.00 fee will be waived if set up for payment on automatic deduction or credit card.**

3. 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.

4. 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.




Francis X Le Sage (Borrower)

Walley's Partners Limited Partnership
a Nevada Limited Partnership



Barbara A Le Sage (Borrower)



David G. Hyman, Authorized Agent

Borrower

Borrower

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STEWART TITLE OF DOUGLAS COUNTY

STATE OF Nevada)
COUNTY OF Lyon) SS

On this 15 day of October, 2004 before me a Notary Public, personally appeared Francis X Le Sage and Barbara A Le Sage, 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.



Notary Public

 **BOBBIE J. HUGHES**
NOTARY PUBLIC-STATE OF NEVADA
LYON COUNTY
98-1738-12 My Appt. Expires April 21, 2008

STATE OF NEVADA

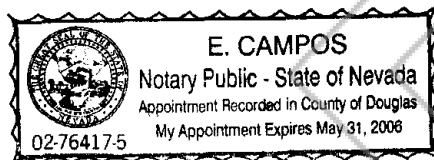
)
) SS
)

COUNTY OF DOUGLAS

On this 30th day of November, 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.



Notary Public



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