

OFFICIAL RECORD

Requested By:
STEWART TITLE

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00
BK-0305 PG-10988 RPTT: 0.00



APN 1319-34-001-002

Recording Requested By:

Stewart Title of Douglas County

1663 US Highway 395 N., Ste. 101

Minden, NV 89423

030800929A

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.

STEWART TITLE

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

Escrow No: 030800929A

MODIFICATION AGREEMENT

THIS AGREEMENT, made this 25th day of March, 2005, by and between MICHAEL R. MC ALLISTER, First Party (Beneficiary); and DANIEL HICKEY AND LAUREL HICKEY, Second Party (Trustor).

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated March 21, 2003 executed by Second Party, as Trustor to STEWART TITLE OF DOUGLAS COUNTY, a Nevada Corporation, as Trustee, and First Party, as Beneficiary; which Deed of Trust was recorded on 3/24/2003 in Book 0303, Page 10822, as Document No. 0570994, Official Records of Douglas County;

which Deed of Trust was given as security for a Note dated March 21, 2003 in the sum of \$100,000.00, executed by Second Party, in favor of First Party.

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:

Loan amount is increased by \$100,000.00, therefore Note and Trust Deed shall now be in the amount of \$200,000.00;

Late charge shall be amended to state: Any payment, INCLUDING THE FINAL PAYMENT, made more than 10 days after the due date shall be accompanied by a late charge in the amount of \$100.00 PER DAY until paid.

Maturity date of said Note shall be extended to: March 24, 2007.

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 securing it.

Continued on next page



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: first Trust Deed which was of record at the time Trust Deed herein described was recorded.

FIRST PARTY

SECOND PARTY

Michael R. McAllister
MICHAEL R. MC ALLISTER

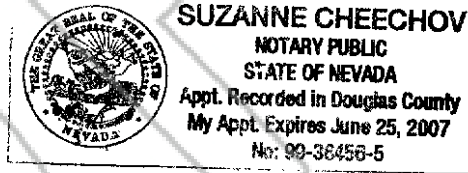
Daniel Hickey
DANIEL HICKEY

Laurel Hickey
LAUREL HICKEY

STATE OF NV)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me Suzanne Cheechov on 3/25/05 by Michael R. McAllister.

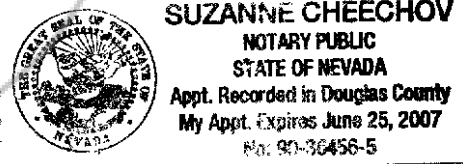
Suzanne Cheechov
Notary Public



STATE OF NV)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me Suzanne Cheechov on 3/25/05 by Daniel Hickey and Laurel Hickey.

Suzanne Cheechov
Notary Public



WHEN RECORDED, RETURN TO:
MICHAEL R. MCALLISTER
P.O. BOX # 66
MINDEN, NEVADA 89423

EXHIBIT "A"

LEGAL DESCRIPTION

ESCROW NO.: 030800929A

The land referred to herein is situated in the State of Nevada, County of Douglas described as follows:

Being a portion of Section 34, Township 13 North, Range 19 East, M.D.B.&M., further described as follows:

Parcel 1, as set forth on Parcel Map No. 1 for Floyd D. Allerman, et al, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on June 28, 1984, in Book 684, Page 1786, as Document No. 102426.

together with that right of way for ingress and egress to those portions of Laura Springs Road as shown on Parcel Map No. 1 for Floyd D. Allerman, et al, recorded June 28, 1984, as filed no. 102426.

ASSESSOR'S PARCEL NO. 1319-34-001-002

