

OFFICIAL RECORD

Requested By:

STEWART TITLE

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

Account #17-034-30-81

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 3 Fee: 16.00
BK-0505 PG-05002 RPTT: 0.00



When Recorded Mail To:

Walley's Partners LP
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 OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

Loan Modification Agreement
(Restart)

This Loan Modification Agreement ("Agreement"), made this 22nd day of January, 2005 between Michael Villa and Colleen Villa, 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 July 25, 2001 and recorded October 22, 2001 in Book 1001., at Page 7067, as Document Number 525867 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 22, 2005:
 - (a) The principal amount payable under the Note (the "Unpaid Principal") is \$7,164.85;
 - (b) The delinquent interest is \$1,015.97 as of January 22, 2005 (the "Unpaid Interest"); and
 - (c) The outstanding Accounting Service Charge under the Note is \$ 60.00, ("Unpaid Service Charge"); and.
 - (d) The outstanding Delinquent Late Fees under the Note is \$182.42, ("Unpaid Delinquent Fees"); and.
 - (e) The Restart Fee is \$150.00.

Unpaid Principal, Unpaid Interest, Unpaid Service Charge, Unpaid Delinquent Fees and Restart Fee 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 22, 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 \$135.08 beginning on February 22, 2005 and continuing thereafter on the same day of each succeeding month until August 22, 2016 ("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 or such other address as the Lender may notify the Borrower from time to time in writing.

(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 waive 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. 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.

Michael Villa
Michael Villa (Borrower)

Colleen Villa
Colleen Villa (Borrower)

Borrower

Borrower

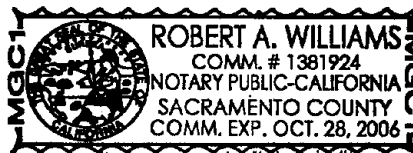
Walley's Partners Limited Partnership
a Nevada Limited Partnership

By: [Signature]
David G. Hyman, Authorized Agent

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STEWART TITLE OF DOUGLAS COUNTY

STATE OF California)
COUNTY OF Sacramento) SS



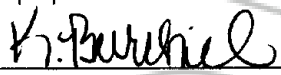
On this 2nd day of March, 2005 before me a Notary Public, personally appeared Michael Villa and Colleen Villa, known to me to be the person(s) whose name(s) ~~is~~ are subscribed to the above instrument, who acknowledged that ~~he/she~~ they executed the above instrument.




Notary Public

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS)

On this 5 day of April, 2005 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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STEWART TITLE OF DOUGLAS COUNTY

