

OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 3 Fee: 16.00
BK-0805 PG- 3376 RPTT: 0.00



APN 1220-21-810-233

AFTER RECORDATION RETURN TO:

Western Title Company, Inc.
1626 Hwy. 395
Minden NV 89423

040200994

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MODIFICATION TO NOTE SECURED BY
DEED OF TRUST

THIS AGREEMENT, made and entered into on the 1st day of August, 2005, by and between C. V. WARD AND GRACE G. WARD TRUSTEES OF THE CARLOS V. WARD AND GRACE G. WARD REVOCABLE LIVING TRUST DATED July 2, 1996, Beneficiary(s) and GWEN McFARLAND, an unmarried woman, Trustor.

WITNESSETH THAT:

WHEREAS, Trustor has heretofore executed and delivered for valuable consideration, a Promissory Note in the original sum of \$160,000.00, in favor of Beneficiary(s) named herein, and dated June 15, 2004, and

WHEREAS, said note is secured by a Deed of Trust in like amount and of even date therewith, which Deed of Trust recorded on June 22, 2004, in Book 0604, at Page 10858, under Document No. 0630565, and

WHEREAS Beneficiary C. V. WARD AND GRACE G. WARD TRUSTEES OF THE CARLOS V. WARD AND GRACE G. WARD REVOCABLE LIVING TRUST DATED July 2, 1996 has agreed to loan an additional \$20,000.00 as an advance in accordance with the terms of the Deed of Trust,

NOW THEREFORE, in consideration of the mutual benefit of the parties hereto, said note hereinabove referenced shall be modified as to the following particulars:

AN ADDITIONAL PRINCIPAL AND INTEREST ADVANCE
IS HEREBY MADE BY BENEFICIARY C. V. WARD AND

GRACE G. WARD TRUSTEES OF THE CARLOS V. WARD AND GRACE G. WARD REVOCABLE LIVING TRUST DATED July 2, 1996 IN THE AMOUNT OF \$20,000.00 WITH INTEREST AT 10% PER ANNUM, ACCRUING FROM AUGUST 1, 2005, PAYABLE IN MONTHLY INTEREST ONLY INSTALLMENTS OF \$1,500.00, OR MORE, COMMENCING ON THE 1st DAY OF SEPTEMBER, 2005, AND CONTINUING MONTHLY THEREAFTER UNTIL THE 1st DAY OF AUGUST, 2008, AT WHICH TIME ANY REMAINING BALANCE OF UNPAID PRINCIPAL AND ACCRUED INTEREST THEREON SHALL BECOME IMMEDIATELY DUE AND PAYABLE IN FULL.

TRUSTOR SHALL MAKE PAYMENTS ON THE NOTE FOR AT LEAST THREE (3) MONTHS FROM THE INTEREST COMMENCEMENT DATE. IN THE EVENT THAT THIS LOAN IS PAID IN FULL PRIOR TO NOVEMBER 1, 2005, TRUSTOR SHALL PAY INTEREST TO THE BENEFICIARY UNTIL NOVEMBER 1, 2005, AS A PENALTY FOR PAYING THE LOAN IN ITS ENTIRETY PRIOR TO THE DUE DATE OF THE THIRD PAYMENT.

THIS AGREEMENT is modification only, and not a novation; and except as provided herein, all of the original terms and conditions set forth in Deed of Trust and Note secured thereby, shall remain in full force and effect, and shall further be binding upon and inure to the heirs, successors and assigns forever to the parties hereto.

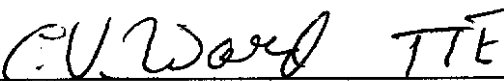
IN WITNESS WHEREOF, the parties hereby have executed this agreement on the day and year first above written.

TRUSTOR:


GWEN MCFARLAND

BENEFICIARY(S):

THE CARLOS V. WARD AND GRACE G. WARD REVOCABLE LIVING TRUST DATED July 2, 1996

By  TTE
C. V. WARD, Trustee

By  TTE
Grace G. Ward, Trustee

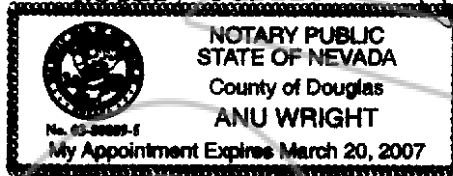
STATE OF NEVADA

COUNTY OF Douglas

The above instrument was acknowledged before me this 5th day of August, 2005, by GWEN McFARLAND.

Anu Wright

Notary Public



STATE OF California
~~NEVADA~~
COUNTY OF LASSEN

The above instrument was acknowledged before me this 4 day of August 2005, 2005, by C.V. WARD AND GRACE G. WARD, TRUSTEES OF THE CARLOS V. WARD AND GRACE G. WARD REVOCABLE LIVING TRUST DATED July 2, 1996.

Debra L. Lindsey
Notary Public

