

OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 3 Fee: 16.00  
BK-1205 PG- 3482 RPTT: 0.00



A Portion of APN: 1319-15-000-015  
Interval #17-048-06-01 (0204806A)

**Loan Modification Agreement**

This Loan Modification Agreement ("Agreement"), made this 22<sup>nd</sup> day of November, 2005 between James H. Guy and Jane E. Guy, 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 November 9, 2002 and recorded January 31, 2003 in Book 0103, at Page 13617, as Document Number 565800 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 therein as the "Property", located at 2001 Foothill Road, Genoa, Nevada, described on Exhibit A attached thereto and incorporated therein 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 November 9, 2005:
  - (a) The principal amount payable under the Note (the "Unpaid Principal") was \$11,708.28
  - (b) The delinquent interest was 1,283.14 (the "Unpaid Interest"); and
  - (c) The outstanding Accounting Service Charge under the Note was \$45.00, ("Unpaid Service Charge").

Unpaid Principal only will be referred to herein as the "Unpaid Balance" as the borrower has paid a fee for the modification in lieu of the capitalization of the Unpaid Interest and Unpaid Service Charge.

2. The Borrower promises to pay the Unpaid Balance to the Lender as follows:
  - (a) Beginning November 9, 2005, interest on the Unpaid Balance shall accrue at the rate of fourteen and ninety five one hundredths percent (14.95%) per annum; and
  - (b) The Borrower shall make monthly payments to the Lender of principal and interest in the amount of \$210.00 beginning on December 9, 2005 and continuing thereafter on the same day of each succeeding month until November 9, 2013 ("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.

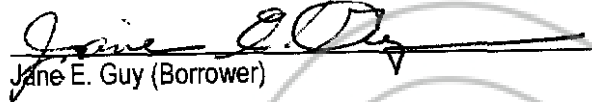
3. In addition to the payments noted above the Borrower shall continue to pay a servicing fee of \$5.00 per month as set forth in the Note.

4. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Deed of Trust. Except as otherwise specifically provided in this 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.


5. 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.

  
James H. Guy (Borrower)

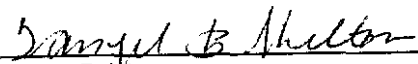
  
Jane E. Guy (Borrower)

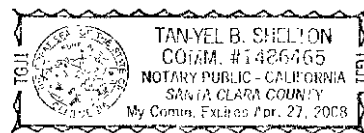
Walley's Partners Limited Partnership  
a Nevada Limited Partnership

By:   
David G. Hyman, Authorized Agent

STATE OF California )  
COUNTY OF Alameda ) SS

On this 02 day of Dec, 2005 before me a Notary Public, personally appeared **James H. Guy and Jane E. Guy**, 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

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) SS  
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COUNTY OF DOUGLAS

On this 1 day of December, 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.

K. Burchiel  
Notary Public

