DOC # 067 OFFICIAL RECORD Requested By: WESTERN TITLE COMPANY INC

> Douglas County - NV Werner Christen - Recorder

Page:

BK-0606 PG- 4303 RPTT: 17.00 0.00



APN:

Recording Requested By:

Name:

David S. Kurtzman

Street

P.O. Box 14296

Address:

South Lake Tahoe, CA 96151

City/St/ Zip:

R.P.T.T. \$

(SPACE ABOVE THIS LINE FOR RECORDERS USE)

## **COVER SHEET**

TYPE OF DOCUMENT

**Modification Agreement** 

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 or legibly hand printed.

## STEWART TITLE

P.O. Box 2055 ~ Stateline, Nevada 89449 Phone: (775) 588-8898 ~ Fax: (775) 588-8884

## **MODIFICATION AGREEMENT**

THIS AGREEMENT, made this 9th day of June, 2006, by and between David S. Kurtzman and Karen M. Kurtzman, Trustees of the Kurtzman Family Trust dated 5-17-95, First Party (Beneficiary) and Christina L. Werth, Second Party (Trustor)

## WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated July 14, 2004 executed by

Christina L. Werth, as Trustor to

Western Title Company Inc, a Nevada Corp, as Trustee, and

David S. Kurtzman and Karen M. Kurtszman, Trustees of the Kurtzman Family Trust dated 5-17-04, as Beneficiary; which Deed of Trust was recorded on July 19, 2004 in Book 0704, Page 07319, as Document No. 0619144, Official Records of Douglas County;

which Deed of Trust was given as security for a Note dated July 14th, 2004 in the sum of \$30,000.00, executed by Christina L. Werth, in favor of David S. Kurtzman and Karen M. Kurtzman, Trustees of the Kurtzman Family Trust dated 5-17-95. | 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: whereas said Note was Modified on July 8, 2005 to a new amount of \$80,000.00 is hereby modified again in the amount of \$12,000.00 to bring total loan amount to \$92,000.00. It is agreed by and between the parties hereto that the terms of the promissory Note are to remain the same with the exception of the above terms. The change in payment amounts Continued on next page

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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.

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:

David S. Kurtzman, Trustee

and Lilling

2010

STATE OF CALIFORNIA

COUNTY OF 2 1 DO (add)

This instrument was acknowledged before me

on 6/13/06 by David S. Kullzman &

Karenm kurtzman

Devada

PNOCK

COUNTY OF Y

STATE OF

- rought

This instrument was acknowledged before me

on Sure 13,2000 by Christing Lo Wer

Continued on next page

GWEN OMO
Commission # 1590301
Notary Public - Californi
El Dorado County

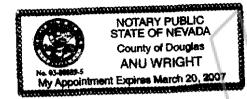
My Comm. Expires Jul 23,

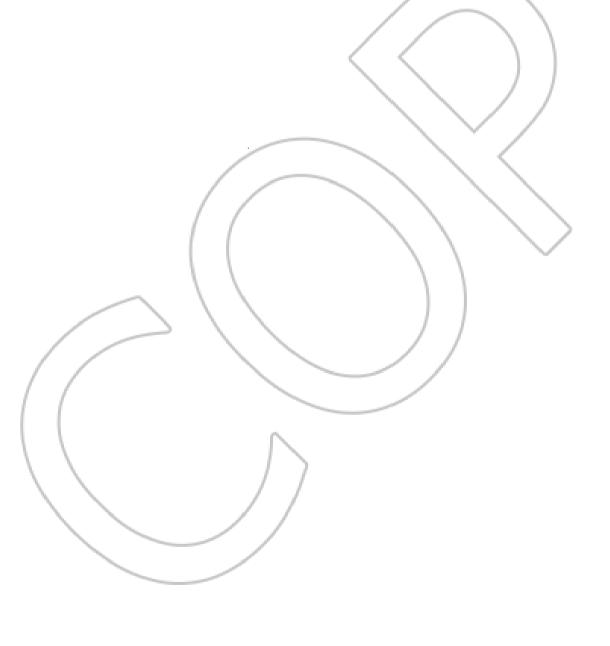
Karen M. Kurtzman,

. 0677179 Page: 3 Of 4

BK- 0606 PG- 4305 06/14/2006 Ohu Quality Public

WHEN RECORDED, RETURN TO David S. Kurtzman PO Box 14296 South Lake Tahoe CA 96151





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