

DOC # 0682942
08/24/2006 10:30 AM Deputy: GB

OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV

Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00

BK-0806 PG- 9299 RPT: 0.00

APN 1220-31-001-011

Recording Requested By:

Stewart Title of Douglas County

1663 US Highway 395 N., Ste. 101

Minden, NV 89423

ACCM 1752B(SC)



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: Accm1752B

MODIFICATION AGREEMENT

THIS AGREEMENT, made this 23rd day of August, 2006, by and between MND, LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 50% AND RJC LIMITED PARTNERSHIP, AS TO AN UNDIVIDED 50% , First Party (Beneficiary) and MIKE HICKEY CONSTRUCTION, INC. A NEVADA CORPORATION, Second Party (Trustor)

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated JUNE 15, 2005 executed by MIKE HICKEY CONSTRUCTION INC., A NEVADA CORPORATION as Trustor to STEWART TITLE OF DOUGLAS COUNTY, as Trustee, and MND, LTD. LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 50% INTEREST AND RJC LIMITED PARTNERSHIP, AS TO AN UNDIVIDED 50% INTEREST, as Beneficiary; which Deed of Trust was recorded on JUNE 17, 2005 in Book 605, Page 7961, as Document No. 647186, Official Records of DOUGLAS County;

which Deed of Trust was given as security for a Note dated JUNE 15, 2005 in the sum of \$500,000.00, executed by MIKE HICKEY CONSTRUCTION, INC., A NEVADA CORPORATION, in favor of MND LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 50% INTEREST AND RJC LIMITED PARTNERSHIP, AS TO AN UNDIVIDED 50% INTEREST.

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:
EXTENDED THE MATURITY DATE TO JUNE 17, 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.

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,

Continued on next page



except as follows: _____

FIRST PARTY

SECOND PARTY

Mickie Hempler
MND, LTD

Mire Hickey
MIRE HICKEY CONSTRUCTIONS, INC.

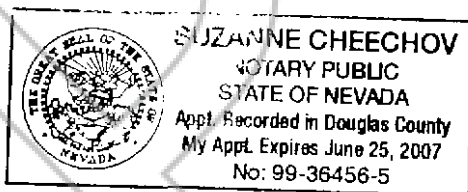
Ross J. Chichester General Partner
RJC LIMITED PARTNERSHIP

James Michael Hickey
JAMES MICHAEL HICKEY

STATE OF NV)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me Suzanne Cheechov
on 8/23/06 by Ross J. Chichester and
Mickie Hempler and James Michael Hickey

Suzanne Cheechov
Notary Public



STATE OF _____)
COUNTY OF _____) ss.

This instrument was acknowledged before me
on _____ by _____

Notary Public

WHEN RECORDED, RETURN TO:
MND, LTD
P.O. BOX 277
ZEPHYR COVE, NV 89448

EXHIBIT "A"

LEGAL DESCRIPTION

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

Parcel 2, as set forth on Parcel Map LDA #01-068 for MELVYN and YVONNE FRENCH, filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on October 17, 2001 in Book 1001, at Page 5196, as Document No. 525326.

ASSESSOR PARCEL NUMBER 1220-31-001-011

