

OFFICIAL RECORD
Requested By:
STEWART TITLE OF DOUGLAS
COUNTY
Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 3 Fee: 16.00
BK-1106 PG- 6346 RPTT: 0.00

APN# 1418-27-210-008

MODIFICATION
Agreement



When Recorded Mail to:
Stewart Title
1663 US Highway #101
Minden, NV 89423

Escrow No: 060101840

THIS AGREEMENT, made this 13th day of November, 2006, by and between:

CARLOS IRIBARREN & ISABEL R. IRIBARREN, CO-TRUSTEES OF THE CARLOS IRIBARREN & ISABEL R. IRIBARREN FAMILY TRUST U/D/T/ 04-13-94, AS TO AN UNDIVIDED 62% INTEREST (\$400,000.00) AND JEAN PIERRE IZOCO AND ANITA J. IZOCO, HUSBAND AND WIFE AS TO AN UNDIVIDED 38% INTEREST (\$250,000.00), First Party (Beneficiary),

and

KIMBALL A. POSNIEN AND DEBBIE POSNIEN, HUSBAND AND WIFE AS JOINT TENANTS, Second Party (Trustor)

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust executed by KIMBALL A. POSNIEN AND DEBBIE POSNIEN, HUSBAND AND WIFE AS JOINT TENANTS, as Trustor to

Stewart Title of Douglas County, as Trustee, and

CARLOS IRIBARREN & ISABEL R. IRIBARREN, CO-TRUSTEES OF THE CARLOS IRIBARREN & ISABEL R. IRIBARREN FAMILY TRUST U/D/T/ 04-13-94, AS TO AN UNDIVIDED 62% INTEREST (\$400,000.00) AND JEAN PIERRE IZOCO AND ANITA J. IZOCO, HUSBAND AND WIFE AS TO AN UNDIVIDED 38% INTEREST (\$250,000.00) as Beneficiary, which Deed of Trust was recorded on September 23, 2005 in Book 0905, Page 8844, as Document No. 0655803, Official Records of Douglas County;

which Deed of Trust was given as security for a Note in the sum of \$650,000.00, executed by KIMBALL A. POSNIEN AND

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DEBBIE POSNIEN, HUSBAND AND WIFE AS JOINT TENANTS, in favor of CARLOS IRIBARREN & ISABEL R. IRIBARREN, CO-TRUSTEES OF THE CARLOS IRIBARREN & ISABEL R. IRIBARREN FAMILY TRUST U/D/T/ 04-13-94, AS TO AN UNDIVIDED 62% INTEREST (\$400,000.00) AND JEAN PIERRE IZOCO AND ANITA J. IZOCO, HUSBAND AND WIFE AS TO AN UNDIVIDED 38% INTEREST (\$250,000.00).

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:

Maturity date of said Note shall be extended to September 23, 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, except as follows: NONE

FIRST PARTY

SECOND PARTY

Carlos Iribarren TRUSTEE
CARLOS IRIBARREN, CO-TRUSTEE

Kimball A. Posnien
KIMBALL A. POSNIEN

Isabel R. Iribarren TRUSTEE
ISABEL R. IRIBARREN, CO-TRUSTEE

Debbie Posnien
DEBBIE POSNIEN

Jean Pierre Izoco
JEAN PIERRE IZOCO

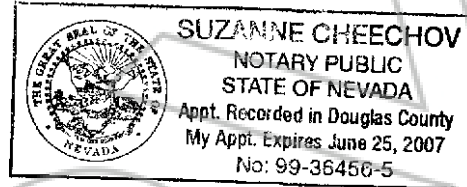
Anita J. Izoco
ANITA J. IZOCO

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STATE OF Nevada)
) ss.
COUNTY OF Douglas)

This instrument was acknowledged before me
Carlos Iribarren and Isabel R. Iribarren
on 11/16/2006 by and Jean Pierre Izoco and Anita J. Izoco

Suzanne Cheechov
Notary Public



STATE OF Nevada)
) ss.
COUNTY OF Douglas)

This instrument was acknowledged before me
on 11/16/2006 by Kimball A. Posnien and Debbie Posnien

Suzanne Cheechov
Notary Public

