

16-

DOC # 0720474
03/28/2008 01:53 PM Deputy: PK
OFFICIAL RECORD
Requested By:
PETER M BEEKHOF JR

Assessor's Parcel Number: _____

Recording Requested By:

Name: Peter M Beekhof Jr

Address: 1170 SAWMILL RD

✓

City/State/Zip GARDNERVILLE, NV 89410

Real Property Transfer Tax: _____

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 3 Fee: 16.00
BK-0308 PG- 6835 RPTT: 0.00



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 or legibly hand printed.

C:\bc docs\Cover page for recording

STEWART TITLE

1663 US Highway 395 N, Ste. 101 ~ Minden, Nevada 89423
Phone: (775) 782-2208 ~ Fax: (775) 782-4601

MODIFICATION AGREEMENT

THIS AGREEMENT, made this 14th day of November, 2007, by and between Jeffrey S. Wass and Terry L. Martinez, First Party (Beneficiary) and Old Saw Mill Industrial Park, LLC, Second Party (Trustor)

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated September 6, 2005 executed by Old Saw Mill Industrial Park, LLC, as Trustor to Stewart Title of Douglas County, as Trustee, and Wass Investments, a Nevada Limited Partnership, as Beneficiary; which

Deed of Trust was recorded on September 9, 2005 in Book 0905, Page 3105, as Document No. 0654647, Official Records of Douglas County;

Subsequently, Deed of Trust was Assigned to Jeffrey S. Wass and Terry L. Martinez. Said Assignment of Deed of Trust recorded on February 2, 2007 in book 0207, page 00701, document number 0694292.

which Deed of Trust was given as security for a Note dated January 29, 2007 in the sum of \$1,710,000.00, executed by Old Saw Mill Industrial Park, LLC by Peter M. Beekhof, Jr., in favor of Jeffrey S. Wass and Terry L. Martinez.

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:

(*) Note amount will be increased to \$2,110,000.00

Continued on next page



ESCROW NO.:

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: N/A

FIRST PARTY

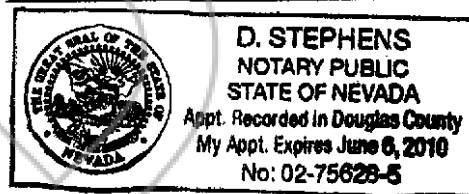
SECOND PARTY

Jeffrey S. Wass
Jeffrey S. Wass

Peter M. Beekhof, Jr.
Old Saw Mill Industrial Park, LLC
Peter M. Beekhof, Jr.

Terry L. Martinez
Terry L. Martinez

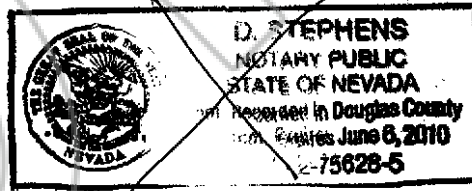
STATE OF NV)
COUNTY OF DOUGLAS) ss.



This instrument was acknowledged before me

on 11/20/07 by PETER M. BEEKHOFF, JR.

[Signature]
Notary Public

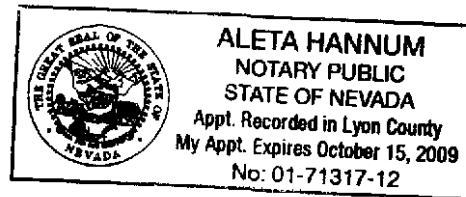


STATE OF NEVADA)
COUNTY OF DOUGLAS) ss.

This instrument was acknowledged before me

on MARCH 27, 2008 by TERRY L. MARTINEZ & JEFFREY S. WASS.

Aleta Hannum
Notary Public



WHEN RECORDED, RETURN TO: