

OFFICIAL RECORD  
Requested By:

PETER M BEEKHOF JR

A.P.N. #	
Escrow No.	Traci1
Recording Requested By:	
Stewart Title	
When Recorded Mail To:	
Peter M. Beekhof Jr.	
1170 Sawmill Rd.	
Gardnerville, NV 89410	

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 3 Fee: 16.00  
BK-0308 PG- 6838 RPTT: 0.00



### MODIFICATION AGREEMENT

**THIS AGREEMENT**, made this 25th day of March, 2008, 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, Jr., as Trustor to Stewart Title of Douglas County, as Trustee, and Jeffrey S. Wass and Terry L. Martinez, 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; Nevada

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.

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

Which Deed of Trust was given as security for a Note dated ~~November 14, 2007~~ , in the sum of \$2,110,000.00, executed by Old Saw Mill Industrial Park, LLC, in favor of Wass Investments

**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 TEHREFORE**, in consideration of the promises and agreements hereafter contained to be performed by the Second Party, the Parties do hereby agree as follows:

Principal amount of Note is increased to \$2,590,000.00 and the due date is now January 1, 2009.

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

*Jeffrey S. Wass*  
FIRST PARTY  
Jeffrey S. Wass  
*Terry L. Martinez*  
Terry L. Martinez

*Peter M. Beckhof, Jr.*  
SECOND PARTY  
Old Saw Mill Industrial Park, LLC  
By Peter M. Beckhof, Jr.

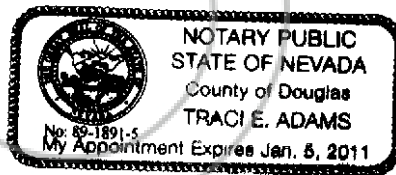
State of Nevada

County of Douglas

} ss

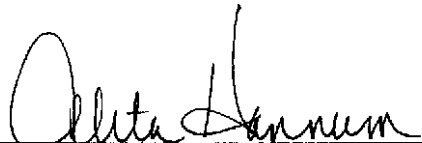
This instrument was acknowledged before me on 3/26/08  
by: Peter M. Beckhof, Jr.

Signature: *Traci E. Adams*  
Notary Public



STATE OF NEVADA            )  
  ):SS  
COUNTY OF DOUGLAS        )

On MARCH 27, 2008, personally appeared before me, a Notary Public, TERRY L. MARTINEZ & JEFFREY S. WASS personally known or proved to me to be the person(s) whose name(s) are subscribed to the above instrument who acknowledged that they executed the same for the purposes therein stated.

  
\_\_\_\_\_  
Notary Public

