

DOC # 734379
12/10/2008 10:08AM Deputy: DW
OFFICIAL RECORD
Requested By:
WESTERN TITLE INC CARSON
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 16.00
BK-1208 PG-2174 RPTT: 0.00



APN: 1022-22-000-020

AFTER RECORDATION RETURN TO:

Western Title Company, LLC
2310 S. Carson Street, #5B
Carson City NV 89701

20112-KKT

SPACE ABOVE THIS LINE FOR RECORDER'S USE

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

Brian A. Randall Trustee
Signature Title
BRIAN A. RANDALL
Print Name

SECOND MODIFICATION TO NOTE SECURED BY

DEED OF TRUST

THIS AGREEMENT, made and entered into on the 8th day of Dec, 2008, by and between BRIAN RANDALL, TRUSTEE OF THE MB RANDALL FAMILY TRUST dated June 5, 2006, Beneficiary and WILLIAM GRANT HADRATH, an unmarried man, Trustor.

WITNESSETH THAT:

WHEREAS, Trustor has heretofore executed and delivered for valuable consideration, a Promissory Note in the original sum of \$150,000.00, in favor of Beneficiary(s) named herein, and dated August 15th, 2008, and

WHEREAS, said note is secured by a Deed of Trust in like amount and of even date therewith, which Deed of Trust recorded on August 18, 2008, in Book 0808, at Page 2731, under Document No. 728516, and

WHEREAS, a Modification to Note Secured by Deed of Trust was recorded on November 21, 2008 extending the due date of the

Promissory Note to November 30, 2008; and

WHEREAS Beneficiary and Trustors desire to change the terms of the Promissory Note to make it due and payable in full on December 15, 2008.

NOW THEREFORE, in consideration of the mutual benefit of the parties hereto, said Promissory Note hereinabove referenced shall be modified as to the following particulars:

INTEREST TO ACCRUE FROM CLOSE OF ESCROW AND THE ENTIRE PRINCIPAL AND ACCRUED INTEREST SHALL BE DUE AND PAYABLE IN FULL ON THE 15th DAY OF DECEMBER, 2008. FURTHER, AN EXTENSION FEE IN THE AMOUNT OF 5% OF THE LOAN AMOUNT SHALL BE DUE.

THIS AGREEMENT is modification only, and not a novation; and except as provided herein, all of the original terms, conditions and recordation priority set forth in Deed of Trust of record and Note secured thereby, shall remain in full force and effect, and shall further be binding upon and inure to the heirs, successors and assigns forever to the parties hereto.


IN WITNESS WHEREOF, the parties hereby have executed this agreement on the day and year first above written.

TRUSTOR(S) :

BENEFICIARY(S) :


WILLIAM GRANT HADRATH

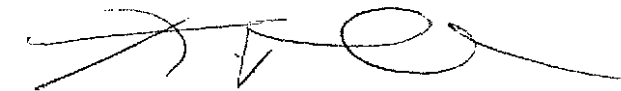
THE MB RANDALL FAMILY TRUST


BRIAN RANDALL, TRUSTEE

STATE OF NEVADA

CARSON CITY

The above instrument was acknowledged before me this 8th day of Dec., 2008, by WILLIAM GRANT HADRATH.

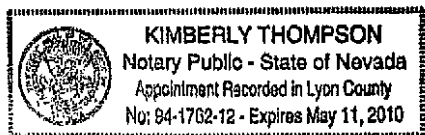

Notary Public



STATE OF NEVADA

CARSON CITY

The above instrument was acknowledged before me this 8th day of Dec-, 2008, by BRIAN A. RANDALL, as Trustee of the MB RANDALL FAMILY TRUST dated June 5, 2006.





Notary Public

COPIES

