

DOC # 0755348
12/11/2009 09:09 AM Deputy: PK
OFFICIAL RECORD
Requested By:
FIRST PRIORITY BANK

Assessor's Parcel Number: 1022-15-001-119

Recording Requested By: _____

Name: FIRST PRIORITY BANK

Address: PO Box 218

City/State/Zip PRYOR OK 74362-9906

Real Property Transfer Tax: \$ _____

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: 42.00
BK-1209 PG- 2628 RPTT: 0.00



Corrected
Modification of Mortgage
(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.

APN# 1022-15-001-119

Loan# 8133288

CORRECTED

WHEN RECORDED, RETURN TO:

First Priority Bank
310 E Graham
Pryor, OK 74361

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE ("Modification") is dated 11/02/2009 between:
SH-AN-DA Investments LLC, a Limited Liability Company and Red Eagle Holdings & Management LLC, a Limited Liability Company and Sheryl L Radcliff-Negrete and Lester D Walkley

(referred to below as "Mortgagor"), whose address is 1490 Albite Road Wellington, NV 89410;
and First Priority Bank (referred to below as "Mortgagee") whose address is
310 E Graham Pryor, OK 74361

MORTGAGE. Mortgagor and Mortgagee have previously entered into a mortgage dated 08/29/2008 and recorded in the County Clerk's office of Douglas County, State of Nevada as Document Number 729307 in Book 908, Page 541 and modifications of the mortgage, if any, dated and recorded as follows:

<u>Date</u>	<u>County and State of Recording</u>	<u>Document Number</u>	<u>Book Number</u>	<u>Page Number(s)</u>
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The mortgage and any previous modifications described above are collectively referred to as the "Mortgage."

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property, buildings, improvements and fixtures located in Douglas County, State of Nevada (the "Mortgaged Property"):

SEE ATTACHED EXHIBIT

The address of the Mortgaged Property is: 1490 Albite Road, Wellington Nevada NV 89444

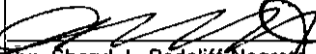



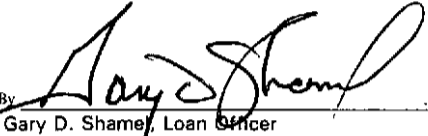
MODIFICATION: The Mortgagor and Mortgagee agree to modify the Mortgage, in addition to any previous modifications stated above, as follows:

The payment amount will now be \$3,500.00 per month until maturity date of 08/29/2013 at which time the balance is due in full. The maturity date has not changed on this mortgage and no new money has been given.

CONTINUING VALIDITY. The terms of the Mortgage shall remain unchanged and in full force and effect, except as expressly modified above. Mortgagee's consent to this Modification does not waive Mortgagee's right to require strict performance of the Mortgage as modified above nor obligate Mortgagee to agree to any future modifications. Nothing in this Modification shall be construed as satisfaction of the Promissory Note or other credit agreement secured by the Mortgage (the "Note"). The indebtedness of the Mortgagor to the Mortgagee evidenced by the Note is a continuing indebtedness and the security interest created by the Mortgage is a continuing security interest. Nothing contained in this Modification shall be interpreted to mean any outstanding balance owing under the Note is paid or any security interest created by the Mortgage is released or terminated. The Mortgagee intends to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, unless a party is expressly released by Mortgagee in writing. If a person who signed the Mortgage does not sign this Modification, then all persons signing below acknowledge and agree that this Modification is given conditionally, based on the representation to the Mortgagee that the non-signing person consents to the changes and provisions of this Modification and will not be released by it.

EACH MORTGAGOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH MORTGAGOR AGREES TO ITS TERMS.

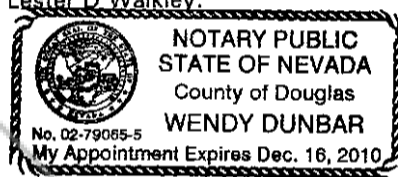
SIGNATURE(S) AND ACKNOWLEDGMENT On Reverse Side Hereof

MORTGAGEE NAME AND ADDRESS	MORTGAGOR(S) SIGNATURE(S)	
First Priority Bank 310 E Graham Pryor, OK 74361	 By: Sheryl L Radcliff-Negrete, Managing Member of SH-AN-DA Investments LLC	 By: Lester D Walkley, Managing Member of Red Eagle Holdings & Management LLC
	 Sheryl L Radcliff-Negrete	 Lester D Walkley
By:  Gary D. Shamel, Loan Officer		

ACKNOWLEDGMENT FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT or REPRESENTING A CORPORATION, PARTNERSHIP, LLC, etc.

STATE OF NEVADA }
 COUNTY OF DOUGLAS } SS.

The foregoing instrument was acknowledged before me on this 11 day of December 2009 by Sheryl L Radcliff-Negrete, Managing Member of SH-AN-DA Investments LLC and Lester D Walkley, Managing Member of Red Eagle Holdings & Management LLC and Sheryl L Radcliff-Negrete and Lester D Walkley.



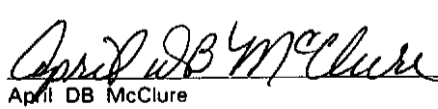
My Commission Expires: 12-16-10 
 NOTARY PUBLIC

ACKNOWLEDGMENT FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT or REPRESENTING A CORPORATION, PARTNERSHIP, LLC, etc.

STATE OF OKLAHOMA }
 COUNTY OF MAYES } SS.

The foregoing instrument was acknowledged before me on this 2nd day of November 2009 by Gary D. Shamel, Loan Officer of First Priority Bank, a Oklahoma Corporation, on behalf of the Corporation.



My Commission Expires: 06/08/2013 
 April DB McClure
 PUBLIC

**EXHIBIT "A"**

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land, lying entirely within Parcel "A" as shown on the official plat, TOPAZ RANCH ESTATES, UNIT NO. 4, as filed for record in the office of the County Recorder, Douglas County, Nevada being more particularly described as follows:

Commencing at the Southeast corner of Lot 33, Block "H" of TOPAZ RANCH ESTATES, UNIT NO. 4 and proceeding thence along the West side of Albite Road, South $12^{\circ}23'37''$ East 382.28 feet; continuing South $12^{\circ}23'37''$ East 57.83 feet to the beginning of a curve to the left, the tangent of which bears the last described course; thence along said curve, having a central angle of $01^{\circ}18'05''$, a radius of 1030.00 feet, through an arc length of 23.40 feet to the true point of beginning; thence along a curve to the left, having a central angle of $08^{\circ}48'28''$, a radius of 1030.00 feet, thru an arc length of 158.34 feet to the beginning of a curve to the right; thence along said curve, having a central angle of $90^{\circ}00'00''$, a radius of 40.00 feet, through an arc length of 62.83 feet to a point on the Northerly line of Nevada State Highway No. 3; thence along said Northerly line South $67^{\circ}29'50''$ West 244.61 feet; thence North $17^{\circ}25'09''$ West 223.23 feet; thence North $72^{\circ}34'51''$ East 278.07 feet to the true point of beginning.

Note: Legal description previously contained in Book 0106 at Page 7102 as Document No. 666188 recorded on January 23, 2006.