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Assessor's Parcel Number: 1220-12-310-055

Recording Requested By:

Name: NOREEN DURYEE

✓ Address: 1066 SEGO CIRCLE

City/State/Zip GARDNERVILLE NV
89410

Real Property Transfer Tax:

DOC # **0758248**
02/05/2010 01:20 PM Deputy: KE
OFFICIAL RECORD
Requested By:
NOREEN DURYEE

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 3 Fee: 16.00
BK-0210 PG-1183 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.

MODIFICATION AGREEMENT

THIS AGREEMENT, made this 19th day of January, 2010, by and between Keith A Davis and Contance Davis, husband and wife as joint tenants, First Party (Beneficiary)

And Marc Duryee and Noreen J. Duryee, husband and wife as joint tenants, Second Party (Trustee)

WITNESSETH:

WHEREAS, the second party is the owner of that certain real property Described in the Deed of Trust Dated September 12, 2006 executed by:

Marc Duryee and Noreen J. Duryee, husband and wife as joint tenants, and Keith A Davis and Constance Davis, Husband and wife as joint tenants, as Beneficiary; which Deed of Trust was recorded on October 2, 2006 in Book 1006, Page 382, as Document No. 685504, official Records of Douglas County;

AND WHEREAS, the First & Second Parties agree to modify the terms of the original note as follows:

NOW THEREFORE, as these amendments are to be made to the original note, the Parties do hereby agree as follows: Maturity date is hereby extended to December 31, 2010, sum of note is changed to SEVENTY THOUSAND & 00/100 DOLLARS, interest payments changed to \$250.00, each month. Upon maturity the entire principal remaining balance together with any accrued interest due thereon shall become due and payable. In the event the Second Party can not pay the entire remaining balance and accrued interest, then the Second Party will GRANT, BARGIN, SALE DEED the property back to the Beneficiary.

Said modification of the terms listed above 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 the real property mentioned in said Deed of Trust, except as noted above.

Both parties agree that there will be no prepayment penalty and interest is paid to First Party only until the Second Party pays the entire \$70,000.00 sum. Upon satisfaction of the terms and conditions, the First Party, shall release and record the paid debt in writing in Douglas County.

Continued on next page

