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**OFFICIAL RECORD**

Requested By:  
SUZANNE TOWSE

APN: 1220-17-615-001, 1220-17-615-002,  
1220-17-615-019 (fka 1220-17-615-017)

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 5 Fee: 18.00  
BK-0710 PG-4606 RPTT: 0.00



Return to:  
Lynn/Towse  
1222 Bobwire Lane  
Gardnerville, NV 89460

Modification Agreement

COPY

### MODIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into this 14th, day of July, 2010, by and between Gregory C. Lynn and Suzanne Towse, Trustees of the 1995 Gregory C. Lynn and Suzanne Towse Trust Agreement dated May 16, 1995 (hereinafter called "Makers") and Angela M. Donohue, an unmarried woman (hereinafter called "Lenders").

WHEREAS, Makers executed that certain Note dated October 11, 2007, in the amount of THREE HUNDRED SIXTY THOUSAND AND 00/100, (\$360,000.00), in favor of Lender, which Note is secured by that certain Deed of Trust dated October 11, 2007 and executed by Makers, to Stewart Title of Nevada Holdings, Inc., as ORIGINAL Trustee, for the benefit of Lender, as beneficiary, which Deed of Trust was recorded on October 12, 2007, in Book 1007, at Page 3521, as Document No. 711036, in the office of the County Recorder of Douglas, Nevada;

Property situate in Douglas County, State of Nevada as follows:

Lots 9, 10 and 33 as set forth on the Final Subdivision Map for Rain Shadow Ranch Phase 1, PD 04-002, filed for record in the office of the County Recorder of Douglas County, State of Nevada on June 28, 2007 in Book 0607, Page 9070, as Document No. 703979.

APN: 1220-17-615-001, 1220-17-615-002 and 1220-17-615-019 (fka 1220-17-615-017)

Address: 1136, 1140 and 1137 Kingston Lane, Gardnerville, NV 89460

WHEREAS, Makers desire to obtain from Lender certain modifications to the interest rate and monthly installments as called for in said Note;

WHEREAS, Lender is willing to grant said modifications to the interest rate and monthly installments provided that Makers agree to certain modifications in the terms and conditions of said Note;

NOW THEREFORE, in consideration of their mutual covenants and promises, the parties hereto agree as follows:

1. In the Matter of the Estate of Angela Maria Donohue, Deceased filed an **Order** on July 20, 2009 In The Ninth Judicial District Court Of The State Of Nevada in and for the County of Douglas .
2. Maturity date shall be extended until July 16, 2011 with the provision that Beneficiary shall have the right to adjust the interest rate on January 16 and July 16 of each year until term.

In the event First Party and Second Party cannot agree on a new interest rate, the understanding is that, at that time, the entire principle sum together with any accrued interest due thereon shall become all due and payable.

3. The First Party and Second Party agree on a new interest only rate of 4% paid monthly.
4. Release Provision shall be removed.

5. Further more, said Deed's of Trust which secure said Note contain the following due on sale clause: In the event the herein described property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed or alienated by the Trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the holder hereof and without demand or notice shall immediately become due and payable.

That in all other respects said note and said deed of trust shall remain unaffected, unchanged and unimpaired by reason of the execution of this agreement.

That second party agrees to pay said promissory note according to the terms thereof as herein changed and modified and agrees to perform all of the acts to be performed by the trustor under the terms of said deed of trust.

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

("Lender")

("Makers")

The Angela Donohue Irrevocable Special Needs Trust, created under instrument dated 11/28, 2000

Gregory C. Lynn and Suzanne Towse, Trustees of the 1995 Gregory C. Lynn and Suzanne Towse Trust Agreement dated May 16, 1995

BY: Joseph Donohue  
Joseph Donohue, Co-Trustee

BY: Gregory C. Lynn  
Gregory C. Lynn, Trustee

BY: Suzanne Towse  
Suzanne Towse, Trustee



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me the undersigned a Notary Public in and for said County and State personally appeared **Joseph Donohue** known to me to be the person(s) described in and who acknowledge that They executed the foregoing instrument.

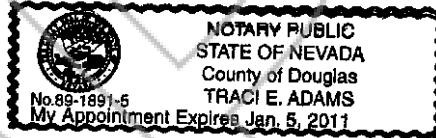
\_\_\_\_\_  
Notary Public

STATE OF NEVADA

COUNTY OF DOUGLAS

On 7/26/10, before me the undersigned a Notary Public in and for said County and State personally appeared **Gregory C. Lynn and Suzanne Towse, Trustees** known to me to be the person(s) described in and who acknowledge that They executed the foregoing instrument.

Traci E. Adams  
Notary Public



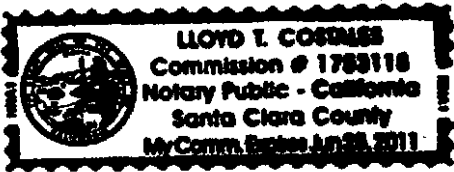
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On 7/20/2010 before me, Lloyd T Costales, Notary Public

personally appeared Joseph Mark Donohue



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Modification Agreement APN: 1220-17-615-001, 1220-17-615-002, 1220-17-615-019

Document Date: 7/14/10 Number of Pages: 3

Signer(s) Other Than Named Above: Gregory & Lynn, Suzanne Towse

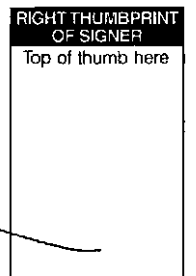
Capacity(ies) Claimed by Signer(s)

- Signer's Name:
Individual
Corporate Officer — Title(s):
Partner — Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

- Signer's Name:
Individual
Corporate Officer — Title(s):
Partner — Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing: