The undersigned hereby affirms that this document submitted for recording does not contain the Social Security number of any person or persons (NRS 239B.030)

NORTHERN MIVADA TITLE COMPANY

Print Name/Title:

APN: <u>1321-00-001-014</u> ORDER NO.: <u>1094540-wd</u> DOC # 788028

08/16/2011 09:52AM Deputy: SG
 OFFICIAL RECORD
 Requested By:
Northern Nevada Title CC
 Douglas County - NV
 Karen Ellison - Recorder
Page: 1 of 5 Fee: \$43.00
BK-811 PG-2513 RPTT: 0.00



FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT: Modification Agreement

WHEN RECORDED MAIL TO:

Evergreen Note Servicing 6121 Lakeside Dr. ste. 150 Reno, NV 89511

BK 811 PG-2514 788028 Page: 2 of 5 08/16/2011

MODIFICATION AGREEMENT

Northstar Lending Group License No. 2189

This agreement, made and entered into this 7th day of August, 2011 between Frank G. Lococo and Jan Lococo, husband and wife as joint tenants, investing an undivided amount of \$20,000.00 with 42.5532% interest and Steve White, Trustee of the John H. White 1995 Trust dated December 22, 1995, investing an undivided amount of \$27,000.00 with 57.4468% interest as first party, and Alex Andreasen, an unmarried man as second party

WITNESSETH THAT:

WHEREAS, First party is the owner and holder of a promissory note secured by a Deed of Trust dated August 26, 2010 and recorded on September 2, 2010, in Book 0910, Page 0357, as Document No. 0769728 of Official Records of the County of Douglas, State of Nevada.

WHEREAS, Second party is the owner or is about to become the owner of the real property described in said Deed of Trust subject to the lien thereof, and

WHEREAS, the parties hereto desire to change and modify the terms of said promissory note.

NOW THEREFORE, in consideration of the premises and covenants herein contained it is mutually agreed as follows:

- 1. The unpaid balance of principal now due upon said promissory note is the sum of \$47,000.00 with interest thereon at the rate of 11.000% per annum.
- 2. The balance due upon said promissory note as aforesaid shall be paid in the following manner and the terms of said promissory note changed and modified as follows to wit:

Maturity date is hereby extended to March 2, 2012, at which time a balloon payment of unpaid principal together with accrued interest shall become all due and payable.

Beneficiaries agree to extend maturity date an additional 6 months if, account is current, all payments have been made on time and all accrued interest is up to date. Borrower must notify beneficiaries and loan office at least 1 month prior to maturity to exercise this option. Borrower must pay an extension fee of 6 points (\$2,820.00) of the original principal balance of said note (3 points to be paid to Beneficiaries and 3 points to be paid to Northstar Lending Group, and/or its assigns) and a \$800.00 processing fee paid to Northstar Lending Group and/or its assigns. These fees must be paid through escrow.

- 3. 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.
- 4. 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.

Modification Agreement 1094540A-WD

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IN WITNESS WHEREOF, the parties hereto have executed this agreement the day of , 2011 Benefeciaries: BORROWER: Frank G. Lococo Jan Lococo The John M. White 1995 Steve White, Trustee STATE OF 1 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED: KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) APPEAR ON THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME. CHARLESTERSTERS ESS MY HAND AND OFFICIAL SEAL SHERRY ACKERMANN NOTARY PUBLIC STATE OF NEVADA No.05-96319-5 My Appt. Exp. Apr. 26, 2013 STATE OF BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED: KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) APPEAR ON THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME. STATES OF THE ST TITHESS MY HAND AND OFFICIAL SEAL SHERRY ACKERMANN NOTARY PUBLIC STATE OF NEVADA No.05-96319-5 My Appt. Exp. Apr. 26, 2013 NOTARY PUBLIC STATE OF COUNTY OF BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED: KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) APPEAR ON THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL **NOTARY PUBLIC**

1094540A-WD Modification Agreement

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BK 811 PG-2516

IN WITNESS WHEREOF, the parties, 20	hereto have executed this agreement the day of D11
BORROWER:	Benefectaries: Louis
Alex Andreasen	Frank G. Lococo Jan Lococo The John H. White 1995 Trust
	Steve White, Trustee
STATE OF	
COUNTY OF	
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SATISFACTORY EVIDENCE TO BE THE PERSON ACKNOWLEDGED TO ME THAT SHE EXECUTED	(S) WHOSE NAME(S) APPEAR ON THE WITHIN INSTRUMENT AND
WITNESS MY HAND AND OFFICIAL SEAL	
NOTARY PUBLIC	2 \ \ \ /
STATE OF	
COUNTY OF	
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WITNESS MY HAND AND OFFICIAL SEAL	
NOTARY PUBLIC	

Modification Agreement 1094540A-WD

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT TO THE THE WASHINGTON TO STATE OF THE STATE OF State of California personally appeared Frank G. Lococo 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 be/she/they executed the same in his/her/their authorized capacity(ies), and that by hie/her/their signature(s) on the MICHELLE M. SALMERON instrument the person(s), or the entity upon behalf of COMM. #1883066 which the person(s) acted, executed the instrument. OTARY PUBLIC - CALIFORNIA 5 LOS ANGELES COUNTY My Comm. Expires Mar. 14, 2014 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 Michel Place Notary Seal Above OPTIONAL -Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent rernoval and reattachment of this form to another document. Description of Attached Document Title or Type of Document: ___ Number of Pages: _____ Document Date: __ Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name:_____ Signer's Name: ___ □ Individual ☐ Corporate Officer — Title(s): ___ □ Individual ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General □ Partner — □ Limited □ General ☐ Attorney in Fact Top of thumb here Attorney in Fact Top of thumb here □Trustee ☐ Guardian or Conservator ☐ Trustee Guardian or Conservator Other: __ Other:____ Signer Is Representing: ___

Signer Is Representing: _____