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OFFICIAL RECORD
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Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 10 Fee: 23.00
BK-0212 PG-0332 RPIT: 0.00



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LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 28th day of November, 2011, between **GAIL A. JAQUISH AND STEVEN C. KENNINGER, AS CO-TRUSTEES OF THE GAIL A. JAQUISH LIVING TRUST DATED JANUARY 1, 2000, AS AMENDED AND RESTATED AUGUST 13, 2002** ("Borrower") whose address is 1823 U.S Highway 50, Glenbrook, Nevada 89413 and **DB PRIVATE WEALTH MORTGAGE LTD.** ("Lender"), whose address is 60 Wall Street, 32nd Floor, New York, NY 10005, amends and supplements (1) the Deed of Trust and any applicable Riders dated as of July 1, 2008 and recorded on July 1, 2008 as Document No. 726125 in the Official Records of Douglas County Clerk, State of Nevada ("Recorders Office") as modified by the Loan Modification Agreement ("Modification Agreement") dated as of February 11, 2011 and recorded April 18, 2011 as Document No. 0781750 in the Recorder's Office (collectively, the "Security Instrument") and (2) the Adjustable Rate Note dated July 1, 2008, as modified by the Modification Agreement (collectively, the "Note"), and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

1823 U.S Highway 50, Glenbrook, Nevada 89413
(Property Address)

the real property described being set forth in Schedule A attached hereto and made a part hereof.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security

Instrument):

1. The following is added to the end of paragraph 2 of the Note:

“From December 1, 2011 to the next Change Date, I will pay interest at a yearly rate of three percent (3.00%). The interest rate that I will pay may change in accordance with Section 4 of this Note.”

2. The following is added to the end of Paragraph 3(B) of the Note:

“Commencing on January 1, 2012, each of my monthly payments will be in the amount of U.S. \$2,500.00. This amount may change.”

3. Borrower understands and agrees that

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

- (f) The outstanding principal balance is \$1,000,000.00

IN WITNESS WHEREOF, Borrower and Lender have caused this Modification Agreement to be duly executed as of the date first above written.

DB PRIVATE WEALTH MORTGAGE LTD.

By: [Signature] Thomas Ferrell
Name: Director

By: [Signature] Diane Minarczyk
Name: Director
Title:

STATE OF NEW YORK :
SS:
COUNTY OF NEW YORK :

On the 5th day of March, 2011, before me, the undersigned personally appeared Diane Minarczyk, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public
Christopher Y. Yeung, Notary Public
State of New York, ID No. 01YE6128503
Qualified in New York County
Certificate Filed in Westchester County
Commission Expires June 13, 2013

STATE OF NEW YORK :
SS:
COUNTY OF NEW YORK :

On the 5th day of March, 2011, before me, the undersigned personally appeared Diane Minarczyk, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public
Christopher Y. Yeung, Notary Public
State of New York, ID No. 01YE6128503
Qualified in New York County
Certificate Filed in Westchester County
Commission Expires June 13, 2013

As of November 28, 2011

DB Private Wealth Mortgage Ltd.
60 Wall Street, 32nd Floor
New York, New York 10005

Re: DB Private Wealth Mortgage Ltd. (the "Lender") \$750,000.00 Mortgage Loan (the "Loan") to Seagnes Holdings, LLC (the "Borrower") secured by 110 The Village Unit 401, Redondo Beach, CA 90277 (the "Premises")

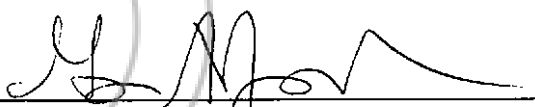
Gentlemen:

Reference is hereby made to the Guaranty dated as of June 30, 2008 made by the undersigned to the Lender (the "Guaranty").

Reference is hereby made to the Adjustable Rate Note in the original principal amount of \$750,000.00 dated as of July 1, 2008 made by Borrower to Lender, as amended (the "Note") secured by a Deed of Trust made by Borrower to Lender dated as of July 1, 2008, as amended (the "Deed of Trust").

Reference is hereby made to the Loan Modification Agreement dated as of the date hereof made between Borrower and Lender (the "Modification") which modifies the Note and Deed of Trust.

The undersigned confirms that she has received and reviewed a copy of the Modification and confirms and agrees that (i) obligations under the Guaranty shall not be discharged, released or reduced by the execution and delivery of the Modification, (ii) the undersigned has no offsets, defenses or counterclaims in connection with the Guaranty, and (iii) all of the representations in the Guaranty are true and correct as of the date hereof.



GAIL A. JAQUISH, Individually

**THE GAIL A. JAQUISH LIVING TRUST
DATED JANUARY 1, 2000 AS AMENDED AND
COMPLETELY RESTATED ON AUGUST 13, 2002**

By: 

Gail A. Jaquish, Trustee

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

THE NORTH HALF OF LOT 3, IN SECTION 15, TOWNSHIP 14 NORTH, RANGE 18 RANGE EAST, M.D.B. AND M.

EXCEPTING THEREFROM THAT PARCEL OF LAND AS SET FORTH, IN DEED DATED AUGUST 3, 1964, FROM MARGARET C. HAWKINS FORMERLY MARGARET CULBERTSON SCRIPPS, TO LAKE TAHOE FIRE PROTECTION DISTRICT, OF THE STATE OF NEVADA, RECORDED AUGUST 5, 1964, RECORDS OF DOUGLAS COUNTY, NEVADA IN BOOK 25, PAGE 527 OF, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION OF THE ABOVE DESCRIBED PARCEL LYING WESTERLY OF THE EASTERLY LINE OF U.S. HIGHWAY 50.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF AS CONVEYED TO THE STATE OF NEVADA FOR HIGHWAY PURPOSES, (U.S. HIGHWAY 50) IN VARIOUS DEED OF RECORD.

NOTE (NRS 111.312): THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON MAY 1, 2000, IN BOOK 0500, PAGE 0365, AS DOCUMENT NO. 0491098, OF OFFICIAL RECORDS.

TOGETHER WITH, A FIFTEEN FOOT, WIDE STRIP OF LAND LOCATED IN THE W 1/2 W 1/2 NE 1/4 SE 1/4, SECTION 15, T. 14 N., R 18 E., M. D. B. AND M., DOUGLAS COUNTY, NEVADA, BOUNDED ON THE NORTH BY THE NORTHERLY LINE OF THE W 1/2 WE 1/2 NE 1/4 SE 1/4 OF SAID SECTION 15, AND BOUNDED ON THE SOUTHWEST BY THE EASTERLY ROW OF HWY 50, WHERE THE CENTER LINE OF THE STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/16 CORNER ON THE EASTWEST CENTER LINE OF SECTION 15, T. 14 N., R 18 E., M. D. B. AND M., THENCE S 88 DEGREES 40 MINUTES 16 SECONDS E FOR A DISTANCE OF 7.50 FEET TO A POINT BEING THE TRUE POINT OF BEGINNING OF THE CENTER LINE BEING DESCRIBED;

**THENCE S. 00 DEGREES 12 MINUTES 56 SECONDS E. FOR A DISTANCE OF 18.83 FEET TO A POINT,
THENCE S. 17 DEGREES 45 MINUTES 23 SECONDS E. FOR A DISTANCE OF 72.07 FEET TO A POINT,
THENCE S. 41 DEGREES 28 MINUTES 29 SECONDS E. FOR A DISTANCE OF 69.77 FEET TO A POINT,
THENCE S. 19 DEGREES 14 MINUTES 57 SECONDS W. FOR A DISTANCE OF 143.47 FEET TO A POINT,
THENCE S. 26 DEGREES 57 MINUTES 13 SECONDS W. FOR A DISTANCE OF 58.97 FEET TO A POINT,
THENCE S. 02 DEGREES 55 MINUTES 13 SECONDS E. FOR A DISTANCE OF 72.04 FEET TO A POINT,
THENCE S. 31 DEGREES 38 MINUTES 20 SECONDS E. FOR A DISTANCE OF 125.03 FEET TO A POINT,
THENCE S. 12 DEGREES 58 MINUTES 00 SECONDS E. FOR A DISTANCE OF 184.48 FEET TO A POINT,
THENCE S. 24 DEGREES 36 MINUTES 29 SECONDS W. FOR A DISTANCE OF 191.73 FEET TO A POINT,
THENCE S. 34 DEGREES 48 MINUTES 53 SECONDS W. FOR A DISTANCE OF 87.41 FEET TO A POINT,**

THENCE S. 58 DEGREES 10 MINUTES 21 SECONDS W. FOR A DISTANCE OF 46.75 FEET TO A POINT BEING THE END POINT OF THE CENTER LINE BEING DESCRIBED ALSO BEING A POINT ON THE EASTERLY ROW OF HWY 50, WHERE SAID END POINT BEARS N. 07 DEGREES 30 MINUTES 37 SECONDS W. ALONG THE EASTERLY LINE OF THE HWY 50 ROW A DISTANCE OF 67.01 FEET FROM A HWY ROW MONUMENT.

NOTE (NRS 111.312): THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN GRANT OF INGRESS/EGRESS, SNOW STORAGE AND UTILITY EASEMENT AND USE AND MAINTENANCE AGREEMENT, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON MAY 1, 2000, IN BOOK 0500, PAGE 0340, AS DOCUMENT NO. 0491097, OF OFFICIAL RECORDS.

AND TOGETHER WITH DESCRIPTION OF A 15 FEET WIDE INGRESS, EGRESS AND UTILITY EASEMENT ACROSS ASSESSOR'S PARCEL NO. 01-010-07 FOR THE BENEFIT OF A.P.N. 1-110-04 TOGETHER WITH A 7.5 FEET WIDE SNOW STORAGE EASEMENT AND 7.5 FEET SNOW

STORAGE AND UTILITY EASEMENT BEING A PORTION OF THE W. 1/2 W. 1/2 N.E. 1/4 S.E. ¼ SECTION 15, T.14N., R. 18E., M.D.B. AND M., DOUGLAS COUNTY, NEVADA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A LARGE SPIKE, BEING THE TRUE 1/16 CORNER AS SHOWN ON UNRECORDED SURVEY BY CLD SURVEYING, DATED OCTOBER 1997; SAID POINT BEING THE TRUE POINT OF BEGINNING;

**THENCE S 88 DEGREES 40 MINUTES 16 SECONDS E, 15.01 FEET;
THENCE S 00 DEGREES 12 MINUTES 56 SECONDS E, 59.76 FEET;
THENCE S 41 DEGREES 28 MINUTES 29 SECONDS E, 100.57 FEET;
THENCE S 30 DEGREES 58 MINUTES 29 SECONDS E, 132.75 FEET;
THENCE S 19 DEGREES 14 MINUTES 57 SECONDS W, 147.49 FEET;
THENCE S 26 DEGREES 57 MINUTES 13 SECONDS W, 57.47 FEET;
THENCE S 02 DEGREES 55 MINUTES 13 SECONDS E, 68.12 FEET
;THENCE S 31 DEGREES 38 MINUTES 20 SECONDS E, 124.34 FEET;
THENCE S 12 DEGREES 58 MINUTES 00 SECONDS E, 188.27 FEET;
THENCE S 24 DEGREES 37 MINUTES 54 SECONDS W, 195.16 FEET;
THENCE S 34 DEGREES 48 MINUTES 53 SECONDS W, 88.96 FEET;
THENCE S 58 DEGREES 10 MINUTES 21 SECONDS W, 51.69 FEET
MORE, OR LESS TO A POINT ON THE EASTERLY RIGHT OF WAY
LINE OF U.S. HIGHWAY 50; THENCE ALONG SAID EASTERLY RIGHT
OF WAY LINE OF U.S. HIGHWAY 50 N 07 DEGREES 30 MINUTES 37
SECONDS W, 16.46 FEET; THENCE LEAVING SAID EASTERLY RIGHT
OF WAY LINE N 58 DEGREES 10 MINUTES 21 SECONDS E, 41.81 FEET;
THENCE N 34 DEGREES 48 MINUTES 53 SECONDS E, 84.74 FEET;
THENCE N 24 DEGREES 37 MINUTES 54 SECONDS E, 188.94 FEET;
THENCE N 12 DEGREES 58 MINUTES 00 SECONDS W, 180.69 FEET;
THENCE N 31 DEGREES 38 MINUTES 20 SECONDS W, 125.72 FEET;
THENCE N 02 DEGREES 55 MINUTES 13 SECONDS W, 75.96 FEET;
THENCE N 26 DEGREES 57 MINUTES 13 SECONDS E, 60.46 FEET,
THENCE N 19 DEGREES 14 MINUTES 57 SECONDS E, 139.45 FEET;
THENCE N 30 DEGREES 58 MINUTES 29 SECONDS W, 124.34 FEET;
THENCE N 41 DEGREES 28 MINUTES 29 SECONDS W, 104.79 FEET;
THENCE N 00 DEGREES 14 MINUTES 31 SECONDS W, 65.85 FEET TO
THE TRUE POINT OF BEGINNING.**

INCLUDING A 7.5 FEET SNOW STORAGE EASEMENT ALONG THE WESTERLY EDGE OF THE ABOVE DESCRIBED EASEMENT AND A 7.5 FEET SNOW STORAGE AND UTILITY EASEMENT ALONG THE

EASTERLY EDGE OF THE ABOVE DESCRIBED EASEMENT.

NOTE (NRS 111.312): THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN GRANT OF INGRESS/EGRESS, SNOW STORAGE AND UTILITY EASEMENT AND USE AND MAINTENANCE AGREEMENT, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON MAY 1, 2000, IN BOOK 0500, PAGE 0353, AS DOCUMENT NO. 0491097, OF OFFICIAL RECORDS.

AND TOGETHER WITH DESCRIPTION OF A 10 FEET WIDE UTILITY EASEMENT ACROSS A.P.N. 01-010-07 FOR THE BENEFIT OF A.P.N. 1-110-04 BEING A PORTION OF THE W. 1/2 W. 1/2 N.E. 1/4 S.E. 1/4 SECTION 15, T. 14N., R. 18E., M.D.B. AND M., DOUGLAS COUNTY, NEVADA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A LARGE SPIKE BEING THE TRUE 1/16 CORNER AS SHOWN ON THE UNRECORDED SURVEY BY CLD SURVEYING, DATED OCTOBER 1997; THENCE ALONG THE WEST LINE OF THE W. 1/2 W 1/2 N.E. 1/4 S.E. 1/4 OF SECTION 15. T. 14N., R. 18E., M.D.B. AND M. S 00 DEGREES 14 MINUTES 31 SECONDS E, 642.26 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 72 DEGREES 27 MINUTES 50 SECONDS E, 139.65 FEET MORE, OR LESS TO A POINT ON THE EASTERLY EDGE OF THE 15 FEET WIDE INGRESS, EGRESS AND UTILITY EASEMENT; THENCE S 31 DEGREES 38 MINUTES 20 SECONDS E, 10.31 FEET TO A POINT ON THE NORTHERLY EDGE OF THE GLENBROOK POST OFFICE LEASED PROPERTY; THENCE S 72 DEGREES 27 MINUTES 50 SECONDS W, 145.28 FEET MORE, OR LESS TO A POINT ON THE WEST LINE OF THE W. 1/2 W. 1/2 N.E. 1/4 S.E. 1/4 OF SECTION 15; THENCE ALONG SAID WEST LINE N 00 DEGREES 14 MINUTES 31 SECONDS E, 10.47 FEET TO THE TRUE POINT OF BEGINNING.

NOTE (NRS 111.312): THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN GRANT OF INGRESS/EGRESS, SNOW STORAGE AND UTILITY EASEMENT AND USE AND MAINTENANCE AGREEMENT, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON MAY 1, 2000, IN BOOK 0500, PAGE 0354, AS DOCUMENT NO. 0491097, OF OFFICIAL RECORDS. AND TOGETHER WITH DESCRIPTION OF A 15 FEET WIDE UTILITY EASEMENT ACROSS ASSESSOR'S PARCEL NO. S 01-110-07 FOR THE BENEFIT OF ASSESSOR'S PARCEL NO. 1-010-

**04, BEING A PORTION OF THE S.E. 1/4 SECTION 15, T. 14N., R. 18E.,
M.D.B. AND M., DOUGLAS COUNTY, NEVADA AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT A LARGE SPIKE, BEING THE TRUE 1/16 CORNER
AS SHOWN ON THE UNRECORDED SURVEY BY CLD SURVEYING,
DATED OCTOBER 1997; THENCE SUBJECT TO RESTRICTIONS,
RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL
RIGHTS OF RECORD, IF ANY.**

PURPORTED ADDRESS: 1823 U.S HIGHWAY 50, GLENBROOK NV 89413

FOR INFORMATION ONLY:

Property Address: 1823 U.S Highway 50, GLENBROOK, NV 89413