

A. P. No. 1320-29-610-033, et al

24589985C

When recorded mail to:

And Away they Go, LLC
1657 Hwy 395
Minden, NV 89423

This Document was signed in
counterpart and to be recorded and
construed as one document.

MODIFICATION AGREEMENT

THIS AGREEMENT, made this 29th day of September, 2015, by and between, AND AWAY THEY GO, LLC, a Nevada Limited Liability Company, or order, First Party and H & S CONSTRUCTION, INC., a Nevada corporation, Second Party, and FONTE, LLC, a Nevada Limited Liability Company, Third Party

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated January 16, 2014, executed by H & S CONSTRUCTION, INC., a Nevada corporation, as Trustor to FIRST AMERICAN TITLE INSURANCE CORPORATION, a California Corporation as original Trustee, and AND AWAY THEY GO, LLC, a Nevada Limited Liability Company, as Beneficiary; which Deed of Trust was recorded January 17, 2014, as Document No. 837058, Official Records of Douglas County, Nevada; which Deed of Trust was given as security for Promissory Note dated January 15, 2014, in the sum of \$1,050,000.00, executed by H & S CONSTRUCTION, INC., a Nevada corporation, in favor of AND AWAY THEY GO, LLC, a Nevada Limited Liability Company; and

WHEREAS, the Second Party is desirous of modifying the terms of said Note and Deed of Trust and the First Party is willing to modify the terms of said Note and Deed of Trust; and

WHEREAS, Third party is purchasing said lots that were security for the promissory note and is an interested party to this Modification;

NOW THEREFORE, in consideration of the promises and agreements hereinafter contained to be performed by the Second Party, the parties do hereby agree as follows:

Original Note secured to:

LOTS 5, 6, 7, 8, AND 9 IN BLOCK A; LOTS 41 THROUGH 51 IN BLOCK C, AND; LOT 64 IN BLOCK E, AS SET FORTH ON THE FINAL SUBDIVISION MAP FOR MONTERRA PHASE 1 RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER, STATE OF NEVADA, ON AUGUST 24,

2005 IN BOOK 0805, PAGE 11150 AS DOCUMENT NO. 653145 OF OFFICIAL RECORDS.

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shall be modified as follows:

The loan shall be extended to June 30, 2016.

The interest rate shall be increased to Five and One-Half Percent (5.500%) per annum and it shall go into effect as of September 1, 2015.

The parties involved do hereby accept said Modification Agreement on its terms.

FURTHER, it is agreed by and between the parties that this Agreement is hereby incorporated into the said Promissory Note and Deed of Trust and made a part thereof; and that all other terms, conditions, provisions, and obligations of said Promissory Note and Deed of Trust not hereby modified are ratified and confirmed by the parties.

First Party:

H & S CONSTRUCTION, INC.

By: [Signature]
RANDALL S. HARRIS, PRESIDENT

STATE OF NV)
COUNTY OF Douglas) ss

This instrument was acknowledged before me on 9/29/2015, 2015, by RANDALL S. HARRIS.

[Signature]
Notary Public
Suzanne Cheechov



Second Party:

AND AWAY THEY GO, LLC

By: (in counterpart)

STATE OF _____)

) ss

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2015,
by _____.

Notary Public

Third Party:

FONTE, LLC

By: [Signature] Randall S. Harris

STATE OF NV)

) ss

COUNTY OF Douglas)

This instrument was acknowledged before me on 9-29-, 2015,
by [Signature] Suzanne Cheechov

