

APN# : 1320-32-111-077

Recording Requested By:

Western Title Company, Inc.

Escrow No.: 075243a-TEA



00025463201508724460030034

KAREN ELLISON, RECORDER

When Recorded Mail To:

Robert E. Jones

Melanie J. Jones

612 Frontage Road

Gardnerville, NV 89410

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

(Per NRS 239B.030)

Signature _____

Traci Adams

Escrow Officer

Modification Agreement

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

MODIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into this 6th, day of November, 2015, by and between Dennis McDuffee and Richard Kudrna, Owner (hereinafter called "Makers") and Robert E. Jones and Melanie J. Jones, husband and wife. (hereinafter called "Lender").

WHEREAS, the Makers are the owner of that certain real property described in the Deed of Trust dated September 28, 2015, executed Dennis McDuffee and Richard Kudrna, as Trustor to Western title Company, a Nevada limited liability company, as Trustee and Robert E. Jones and Melanie J. Jones, husband and wife, as Beneficiary, which

Deed of Trust was given as security for a Note in the sum of \$193,000.00 and recorded on October 1, 2015, as Document No. 2015-870567, of Official Records of Douglas County State of Nevada.

Property situate in Carson City County, State of Nevada as follows:

Lot 5 and 6, in Block P, as shown on the map of Town of Minden, Filed in the Office of the County Recorder of Douglas County, Nevada, on July 2, 1906, as Document No. 20840.

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Address: 1576 Mono Avenue, Minden, NV 89423

WHEREAS, the Makers are desirous of modifying the terms of said Note and the Lender is willing to modify the terms of the said Note:

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

1. Note has been paid down to \$100,000.00.
2. Interest to start as of November 6, 2015.

WHEREAS, it is a condition precedent to obtaining said loan from Lender that said deed of trust last above mentioned shall unconditionally be and remains at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned.

That in all other respects said notes 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.

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.

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

("Lender")

("Makers")

Robert E. Jones
Robert E. Jones
Melanie J. Jones
Melanie J. Jones

Dennis McDuffee
Dennis McDuffee
Richard Kudrna
Richard Kudrna

STATE OF NEVADA

COUNTY OF DOUGLAS

On November 10, 2015, before me the undersigned a Notary Public in and for said County and State personally appeared Dennis McDuffee and Richard Kudrna known to me to be the person(s) described in and who acknowledge that They executed the foregoing instrument.

[Signature]
Notary Public



STATE OF NEVADA

COUNTY OF Douglas

On November 10, 2015, before me the undersigned a Notary Public in and for said County and State personally appeared Robert E. Jones and Melanie J. Jones known to me to be the person(s) described in and who acknowledge that They executed the foregoing instrument.

[Signature]
Notary Public

