

DOUGLAS COUNTY, NV

2016-876741

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02/12/2016 02:11 PM

ETRCO, LLC

KAREN ELLISON, RECORDER

APN# : 1220-17-615-006

**Recording Requested By:**

Western Title Company, Inc.

**Escrow No.:** 072338-TEA

**When Recorded Mail To:**

C and F Land Cattle, LLC

1425 Vista Lane

Carson City, NV 89703

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

This document is being  
recorded as an  
accommodation only.

\_\_\_\_\_  
**Modification Agreement**

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

APN 1220-17-615-006

When Recorded mail to:  
C and F Land and Cattle, LLC  
1425 Vista Lane  
Carson City, NV 89703

### MODIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into this 11th, day of February, 2016, by and between Johnathan Bennett Fisher and Jocelyn Victoria Fisher, Trustee of The Johnathan Bennett Fisher and Jocelyn Victoria Fisher Revocable Trust dated March 29, 2001 Owner (hereinafter called "Makers") and C and F Land and Cattle, LLC, a Nevada limited liability company. (hereinafter called "Lender").

WHEREAS, Johnathan Bennett Fisher and Jocelyn Victoria Fisher, Trustee of The Johnathan Bennett Fisher and Jocelyn Victoria Fisher Revocable Trust dated March 29, 2001 executed that certain Private Note dated June 29, 2015, in the amount of ONE HUNDRED FIFTEEN THOUSAND AND 00/100, (\$115,000.00), and Deed of Trust recorded on June 30, 2015 as Document No. 2015-865502 in Douglas County, Nevada, in favor of Lender.

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

WHEREAS, Lender is willing to grant said modifications to the interest rate and 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:

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:

1. **Additional Advance of \$300,000.00, together with interest the rate of Seven Percent (7.00%) per annum, commencing on February 15, 2016.**

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.

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

("Lender")

("Makers")

C and F Land and Cattle, LLC, a Nevada limited liability company

Johnathan Bennett Fisher and Jocelyn Victoria Fisher Revocable Trust dated March 29, 2001

James Cunningham  
Managing Member

Johnathan Bennett Fisher, Trustee

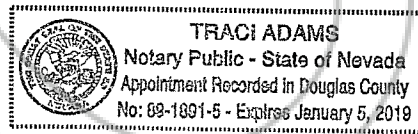
Jocelyn Victoria Fisher, Trustee

STATE OF NEVADA

COUNTY OF Douglas

On February 12, 2016, before me the undersigned a Notary Public in and for said County and State personally appeared James Cunningham 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 February 12, 2016, before me the undersigned a Notary Public in and for said County and State personally appeared Johnathan Bennett Fisher and Jocelyn Victoria Fisher known to me to be the person(s) described in and who acknowledge that They executed the foregoing instrument.

Notary Public

