

A. P. No. 1220-03-112-012

DOUGLAS COUNTY, NV      **2016-880286**  
Rec:\$16.00  
\$16.00      Pgs=3      **05/03/2016 12:16 PM**  
TICOR TITLE - GARDNERVILLE  
**KAREN ELLISON, RECORDER**

When recorded mail to:

H+S Construction  
1690 Hwy 395 # 203  
Minden NV 89423  
1601348(R+)

### MODIFICATION AGREEMENT

THIS AGREEMENT, made this 21 day of April, 2016, by and between, H & S CONSTRUCTION, INC., a Nevada corporation, or order, First Party and, SCOTT W. WHARTON and LINDSEY D. WHARTON, husband and wife as joint tenants, Second Party

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated May 16, 2008, executed by SCOTT W. WHARTON and LINDSEY D. WHARTON, husband and wife as joint tenants, as Trustor to FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada Corporation, as original Trustee, and H & S CONSTRUCTION, INC., a Nevada corporation, as Beneficiary; which Deed of Trust was recorded May 19, 2008, as Document No. 723599, Official Records of Douglas County, Nevada; which Deed of Trust was given as security for Promissory Note dated May 16, 2008, in the sum of \$54,000.00, executed by SCOTT W. WHARTON and LINDSEY D. WHARTON, husband and wife as joint tenants, in favor of H & S CONSTRUCTION, INC., a Nevada corporation; and

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

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:

LOT 24 OF BLOCK C, AS SHOWN ON THE MAP ENTITLED STODICK ESTATES SOUTH, PHASE 3, IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, FILED DECEMBER 22, 2005 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS DOCUMENT NO. 664013.

shall be modified as follows:

The loan shall be extended with a new due date of May 19, 2026. However, the Second party may prepay the full amount of the outstanding principal plus accrued interest without penalty.

The interest rate shall remain the rate of Six and One-Half Percent (6.5%) per annum.

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:**

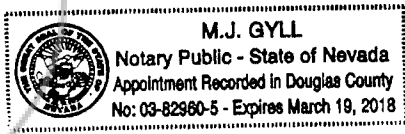
**H & S CONSTRUCTION, INC.:**

By: *R S Harris*  
RANDALL S HARRIS, PRESIDENT

STATE OF Nevada )  
COUNTY OF Douglas ) SS

This instrument was acknowledged before me on April 21, 2016,  
by RANDALL S HARRIS.

*M J Gyll*  
Notary Public



**Second Party:**

Scott W. Wharton  
SCOTT W. WHARTON

Lindsey D. Wharton  
LINDSEY D. WHARTON

STATE OF Nevada )  
COUNTY OF Douglas ) SS

This instrument was acknowledged before me on April 21, 2016,  
by SCOTT W. WHARTON and LINDSEY D. WHARTON.

M. J. Gyll  
Notary Public

