

DOUGLAS COUNTY, NV

2016-892233

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ETRCO, LLC

KAREN ELLISON, RECORDER

APN#: 1420-34-610-001

**Recording Requested By:**

Western Title Company, Inc.

**Escrow No.:** 078295-TEA

**When Recorded Mail To:**

Kungshamn Investments

1387 Hawkins Peak Court

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 document is being  
recorded as an  
accommodation **only.**

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 December, 2016, by and between Johnathan Bennett Fisher and Jocelyn Victoria Fisher, Trustees of The Johnathan Bennett Fisher and Jocelyn Victoria Fisher Revocable Trust, dated March 29, 2001 Owner (hereinafter called "Makers") Kungshamn Investments Defined Benefit Pension. (hereinafter called "Lender").

WHEREAS, between Johnathan Bennett Fisher and Jocelyn Victoria Fisher, Trustees of The Johnathan Bennett Fisher and Jocelyn Victoria Fisher Revocable Trust, dated March 29, 2001 executed that certain Private Note dated May 26, 2016, in the amount of THREE HUNDRED TWENTY FIVE THOUSAND AND 00/100, (\$325,000.00), in favor of Lender.

Deed of Trust was given as security for a Note in the sum of \$325,000.00 and recorded on May 31, 2016, as Document No. 2016-881498, of Official Records of Douglas County, State of Nevada.

Property situate in Douglas County, State of Nevada as follows: See Exhibit A

APN: 1420-34-610-001

Address: 2692 Kaleb Court, Minden, NV

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 \$70,000.00 together with interest of 7% all due in payable in 1 year, commencing on December 23, 2016 and due and payable November 23, 2017. Total amount of note \$395,000.00.
  - a. Draw 1 \$95,000.00 Lot
  - b. Draw 2 \$100,000.00
  - c. Draw 3 \$100,000.00
  - d. Draw 4 \$100,000.00
2. 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.
3. That second party agrees to pay said promissory note according to the terms thereof as herein changed and deed of trust modified and agrees to perform all of the acts to be performed by the trustor under the terms of said trust.
4. 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")

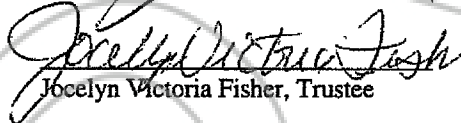
("Makers")

Kungshamn Investments Defined  
Benefit Pension Plan

THE JOHNATHAN BENNETT FISHER AND  
JOCELYN VICTORIA FISHER REVOCABLE TRUST

  
\_\_\_\_\_  
Laura Moline

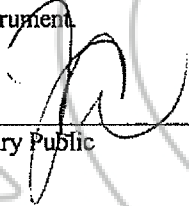
  
\_\_\_\_\_  
Johnathan Bennett Fisher, Trustee

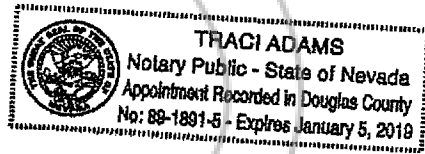
  
\_\_\_\_\_  
Jocelyn Victoria Fisher, Trustee

STATE OF NEVADA

COUNTY OF DOUGLAS

On December 16, 2016, before me the undersigned a Notary Public in and for said County and State personally appeared Laura Moline known to me to be the person(s) described in and who acknowledge that They executed the foregoing instrument.

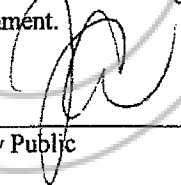
  
\_\_\_\_\_  
Notary Public



STATE OF NEVADA

COUNTY OF DOUGLAS

On December 16, 2016, before me the undersigned a Notary Public in and for said County and State personally appeared Johnathan Bennett Fisher and Jocelyn Victoria known to me to be the person(s) described in and who acknowledge that They executed the foregoing instrument.

  
\_\_\_\_\_  
Notary Public



**EXHIBIT "A"**

**All that certain real property situate in the County of Douglas, State of Nevada,  
described as follows:**

**Lot 1 in Block 5, as set forth on the Final Subdivision Map LDA 01-069 for  
BRAMWELL HOMESTEAD, filed for record in the office of the Douglas County  
Recorder on August 12, 2002, in Book 802 of Official Records, at Page 3324, as  
Document No. 549307.**

**Assessor's Parcel Number(s):  
1420-34-610-001**

