



KAREN ELLISON, RECORDER

PIN #: 1318-23-611-018

This document was prepared by:
Wells Fargo Bank, N.A.
PO Box 31557
Billings MT 59107

Return Documents to:
Wells Fargo Bank, N.A.
PO Box 31557
Billings, MT 59107

MODIFICATION AGREEMENT PERMITTING TRANSFER OF PROPERTY TO REVOCABLE LIVING TRUST

Account Number: 65091207591XXX SC122273514

This Agreement is made this 5th day of December, 2016, by and among William A Kirschner, ([collectively] the "Trustee") under The William A Kirschner and Barbara D Kirschner Revocable Living Trust, UTD December 24, 1986 and William A Kirschner, a single person, ([collectively] the "Grantor") and Wells Fargo Bank, N.A., a national banking association (the "Bank").

WHEREAS, as the Bank is the holder of a certain promissory note from the Grantor, dated 03/20/2009, payable to the order of the Bank in the principal amount of \$ 194,250.00 (the "Note"); and,

WHEREAS, the Note is secured by the lien of a mortgage or deed of trust dated 03/20/2009, executed and delivered by the Grantor to the Bank, recorded as Document No. 740352 in the Douglas County, Nevada Recorder's Office (the "Mortgage") covering the property legally described therein (the "Property"); and,

WHEREAS, the Grantor has transferred and conveyed to the Trustee all of the Grantor's right, title and interest in and to the Property pursuant to a deed dated 09/12/2016, and recorded in the above referenced office on 09/16/2016, as Document No. 2016-887679 Book N/A and Page N/A (the "Deed"); and,

WHEREAS, the Trustee has agreed to be bound by and to perform certain obligations of the Grantor to the Bank under the Mortgage, which secures the indebtedness evidenced by the Note; and,

WHEREAS, the Bank is willing to allow and acknowledge the transfer of the Property pursuant to the Deed, subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties to this Agreement agree as follows:

1. The Trustee hereby agrees to be subject to all of the covenants and agreements in the Mortgage. The Trustee agrees to perform all of the covenants and agreements in the Mortgage (at the time and in the manner provided for herein) that relate to the payment of taxes, maintaining insurance, and other items that relate to the maintenance and preservation of the Property, and the Trustee acknowledges that the lien of the Mortgage secures the indebtedness evidenced by the Note.

2. The Grantor expressly agrees with the Bank that neither the execution of this Agreement nor the transfer of the Grantor's interest in the property described in the Mortgage shall discharge, satisfy or release the liability of the Grantor under the Note or the Mortgage. Grantor remains liable to the Bank for the payment and

performance of all obligations arising under the Note and the Mortgage until all indebtedness evidenced thereby is paid in full. Grantor expressly waives all defenses and discharges available to guarantors, sureties, accommodation parties or endorsers, dependent upon Grantor's character as such.

3. In connection with the transfer of the Property by the Grantor to the Trustee, the Bank hereby waives the provision in the Mortgage that prohibits the sale or transfer of the Property (or any interest in the Property). Grantor and Trustee acknowledge, however, that this waiver shall not be construed as a waiver of any other provisions of the Mortgage, nor shall it be construed as a waiver of any future breach of the provision that prohibits the sale or transfer of the Property (or any interest in the Property).

4. The Grantor is the settler and beneficiary of the Trust.

5. The Trustee hereby represents and acknowledges that in exchange for its agreement to the terms hereto and the terms of the Mortgage and Note it has received valuable and sufficient consideration.

6. This Agreement is binding upon and inures to the benefit of the Grantor and Trustee and their respective heirs, legal representatives, successors and assigns and of the Bank and its successors and assigns. Whenever used herein, the singular shall include the plural and the plural shall include the singular, as the context dictates, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

GRANTOR:

The William A Kirschner and Barbara D Kirschner Revocable Living Trust, UTD December 24, 1986

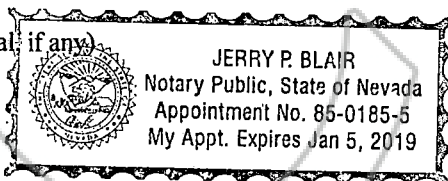
William A. Kirschner
William A Kirschner

William A. Kirschner
William A Kirschner, Trustee

For An Individual Acting In His/Her Own Right:
State of Nevada
County of DOUGLAS

This instrument was acknowledged before me on DECEMBER 12, 2016 (date)
by William A Kirschner (name(s) of person(s)).

(Seal: if any)



Jerry P. Blair
(Signature of notarial officer)
NOTARY PUBLIC
(Title and rank (optional))

WELLS FARGO BANK, N.A.

By: Barb Berglund
Barb Berglund, Vice President Loan Documentation

STATE OF Montana }
COUNTY OF Yellowstone }ss.

This foregoing instrument was acknowledged before me,
the undersigned Notary Public, on this December 16,
2016, by **Barb Berglund**, Vice President Loan
Documentation of Wells Fargo Bank, NA.

Teena M Smyth
Teena M Smyth
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires: 07/01/2019
The undersigned hereby affirms that this
document submitted for recording does not contain a
social security number.

