

APN# : 1320-26-002-022

Recording Requested By:

Richard Kudrna, Jr.

When Recorded Mail To:

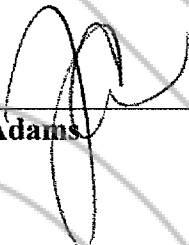
Evergreen Note Servicing

6121 Lakeside Drive, Suite 150

Reno, NV 89502

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)

MODIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into this 21st, day of December, 2016, by and between Jeffrey P. Pisciotta and Christine L. Pisciotta, Trustees of the Palee Family Trust dated May 24, 2006, Owner (hereinafter called "Makers") and Richard Frank Kudrna, Jr. (hereinafter called "Lender").

WHEREAS, the Makers are the owner of that certain real property described in the Deed of Trust dated October 17, 2011, executed Jeffrey P. Pisciotta and Christine L. Pisciotta, Trustees of the Palee Family Trust dated May 24, 2006, as Trustor to Northern Nevada Title Company, a Nevada corporation, as Beneficiary, which

Deed of Trust was given as security for a Note in the sum of \$500,000.00 and recorded on December 1, 2011, Book 1211, Page 0277, as Document No. 793551, of Official Records of Douglas County, State of Nevada.

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

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Address: 1600 East Valley Road, Gardnerville, NV

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. New Loan Amount to be \$470,000.00 with interest from January 1, 2017, on the unpaid principal, at the rate of 6% per annum. Interest and Principal payable in monthly installments of \$2,817.89 or more on the 1st day of each and every month, beginning on January 1, 2017, and continuing until December 1, 2021, at which time the entire unpaid principal and interest balance shall become due and payable.

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.

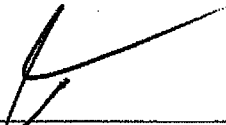
Further more, said Deed's of Trust which secure said Note contain the following due on sale clause:

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.

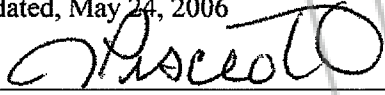
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.


("Lender")

("Makers")



Richard Frank Kudrna, Jr.

The Palee Family Trust
dated, May 24, 2006


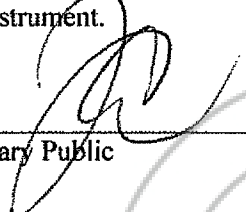
Jeffrey P. Pisciotto, Trustee


Christine L. Pisciotto, Trustee

STATE OF NEVADA

COUNTY OF DOUGLAS

On 12-22-16, before me the undersigned a Notary Public in and for said County and State personally appeared Richard Frank Kudrna, Jr. known to me to be the person(s) described in and who acknowledge that They executed the foregoing instrument.



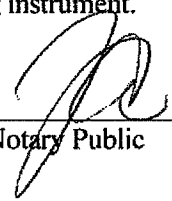
Notary Public



STATE OF NEVADA

COUNTY OF DOUGLAS

On 12/14/16, before me the undersigned a Notary Public in and for said County and State personally appeared Jeffrey P. Pisciotto and Christine L. Pisciotto., 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 situated in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of the South one-half of Section 26, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada as follows:

Parcel No. 4 as shown on Parcel Map for C.J.W. Incorporated filed for record on May 2, 1985 in Book 585, Page 220, document No. 116815 of Official Records of Douglas County, State of Nevada.

Together with the following described property:

A portion of the Southwest one-quarter of the Southeast one-quarter of Section 26, Township 13 North, Range 20 East, M.D.B.&M., Douglas County, Nevada being more particularly described as follows:

BEGINNING at the Southeast corner of said Parcel No. 4 which bears North $89^{\circ}02'16''$ West, 2,664.13 feet from the Southeast corner of said Section 26; thence North $00^{\circ}54'38''$ East along the East line of said Parcel No. 4, 211.70 feet; thence South $89^{\circ}02'16''$ East, 81.10 feet to a point on the proposed realignment centerline of EAST VALLEY ROAD thence South $12^{\circ}34'02''$ East along said proposed centerline, 217.74 feet; thence North $89^{\circ}02'10''$ West, 131.85 feet to the POINT OF BEGINNING.

Excepting therefrom any and all mineral rights as shown in Document to Stock Petroleum, recorded March 13 1980, in Book 380, Page 1315, Document No. 42677.

Note: Legal description previously contained in Document No. 742720, recorded May 8, 2009 in Book 509, Page 1635, Official Records of Douglas County, State of Nevada.