

A.P. No1318-23-410-020

When recorded mail to:
The David G. & Jean M. Hurford Family Trust
P.O. Box 1815
Zephyr Cove, NV 89448



KAREN ELLISON, RECORDER

MODIFICATION AGREEMENT

THIS AGREEMENT, made this 19th day of Sept., 2017, by and between, DAVID G. HURFORD and JEAN M. HURFORD, Trustees of THE DAVID G. & JEAN M. HURFORD FAMILY TRUST, dated December 31, 1998, or order, First Party and, PAUL A. WINDT, a married man as his sole and separate property, Second Party
WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated September 24, 2012, executed by PAUL A. WINDT, a married man as his sole and separate property, as Trustor to NORTHERN NEVADA TITLE COMPANY, a Nevada corporation,, as original Trustees, and DAVID G. HURFORD and JEAN M. HURFORD, Trustees of THE DAVID G. & JEAN M. HURFORD FAMILY TRUST, dated December 31, 1998, as Beneficiaries; which Deed of Trust was recorded September 28, 2012, as Document No. 809919, Official Records of Douglas County, Nevada; which Deed of Trust was given as security for Promissory Note dated September 24, 2012, in the sum of \$110,000.00, executed by and between PAUL A. WINDT, a married man as his sole and separate property, in favor of DAVID G. HURFORD and JEAN M. HURFORD, Trustees of THE DAVID G. & JEAN M. HURFORD FAMILY TRUST, dated December 31, 1998; 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:

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

Lot 28, as shown on the map of PONDEROSA PARK SUBDIVISION, filed in the Office of the County Recorder of Douglas County, Nevada, on February 25, 1970, as Document No. 47249.

1979 FLE manufactured home, Serial Number AFL2AB924172031, size 24ft x 40ft on land also secured by Note and Deed of Trust.
shall be modified as follows:

The party of the second part shall pay the party of the first part the sum of \$3,116.36 to reduce the principal to \$80,000.00. The principal balance shall be amortized over ten (10) years, but all due and payable by June 1, 2018. The monthly payment shall be \$1,057.21 and the first payment shall be due by November 1, 2017.

The interest rate shall increase at 10.00% 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:

THE DAVID G. & JEAN M. HURFORD FAMILY TRUST, dated December 31, 1998

David G. Hurford, Trustee
David G. Hurford, Trustee

Jean M. Hurford, Trustee
Jean M. Hurford, Trustee

STATE OF NEVADA)

) ss

COUNTY OF Douglas)

This instrument was acknowledged before me on Sept. 19, 2017, by David G. Hurford and Jean M. Hurford.

Peter P. Adamco
Notary Public

Second Party:

Paul A. Windt
Paul A. Windt

STATE OF NEVADA)

) ss

COUNTY OF Douglas)

This instrument was acknowledged before me on Sept. 19, 2017 by Paul A. Windt.

Peter P. Adamco
Notary Public

