

A. P. No. 1320-33-301-004



00064741201709068070030038

KAREN ELLISON, RECORDER

When recorded mail to:

Hal J Rishton and Sue Rishton  
1023 Dresserville Rd  
Gardnerville, NV 89460

**MODIFICATION AGREEMENT**

THIS AGREEMENT, made this 13<sup>TH</sup> day of NOVEMBER, 2017, by and between, HAL RISHTON and SUE RISHTON, husband and wife, or order, First Party and, between LON SMITH and ONE WAY AUTO CARE, LLC, a Nevada limited liability company, Second Party

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated July 23, 2007, executed by between LON SMITH and ONE WAY AUTO CARE, LLC, a Nevada limited liability company, as Trustor to Marquis Title & Escrow, Inc., a Nevada corporation, as original Trustee, HAL RISHTON and SUE RISHTON, husband and wife, as Beneficiary; which Deed of Trust was recorded August 13, 2007, as Document No. 0707465, Official Records of Douglas County, Nevada; which Deed of Trust was given as security for Promissory Note dated July 23, 2007, and extended on October 3, 2012, in the sum of \$114,402.22, executed by between LON SMITH and ONE WAY AUTO CARE, LLC, a Nevada limited liability company, in favor HAL RISHTON and SUE RISHTON, husband and wife; 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 real property situate in Douglas County, State of Nevada, further described as follows:

A Parcel of land situated in the Southwest ¼ of Section 33, Township 13 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, More particularly described as follows to wit:

Commencing at the West ¼ corner of said Section 33; thence South 29°03'00" West 942.71 feet to Old Mill Street Monument. Located at the intersection of the centerline of Main Street and the northerly right-of-way line of Mill Street:

Thence South 47°03'10" East a distance of 848.00 feet, to the True Point of Beginning:

Thence North 44°54'00" West, along the northeasterly right-of-way line of Main Street a distance of 42.00 feet; Thence North 45°09'30" East a distance of 120.00 feet; thence North 44°54'00" West a distance of 50.00 feet to the southeasterly right-of-way line of High School Street; thence North 45°09'30" East along said right-of-way line a distance of 140.50 feet to the southwesterly right-of-way line of Courthouse Street:

Thence South 44°23'12" East along said right-of-way line a distance of 235.36 feet (record - South 45°31'22" East 233').

Thence South 73°46'05" West a distance of 299.22 feet (record South - 73°46'00" West 293'), returning to the True Point of Beginning.

Said land more fully shown on that certain Record of Survey filed for record in the Office of the County Recorder of Douglas County, Nevada on May 23 1985, as Document No 117893.

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Per NRS 111 312, this legal description was previously recorded at Document No 655113, Book 0905, Page 5125, on September 15, 2005.

shall be modified as follows:

The current principal balance owed is \$63,800.00.

The interest rate on the balance of the Note shall be Seven Percent (7.00%) *per annum*.

The monthly payment of principal and interest shall be \$800.00 (principal balance amortized over Nine (9) years but all due and payable in One (1) year).

The parties agree that they will meet no later than September 1, 2018, to discuss a further extension of this agreement, if warranted.

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:**

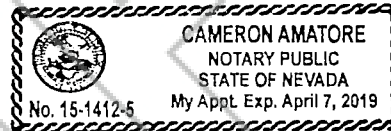
Hal J. Rishton  
Hal Rishton

Sue Rishton  
Sue Rishton

STATE OF NEVADA            )  
  ) ss  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on November 13, 2017,  
by Hal Rishton and Sue Rishton.

Cameron Amatore  
Notary Public



**Second Party:**

Lon Smith  
LON SMITH, Individually

Lon Smith  
LON SMITH, Manager of ONE WAY AUTO CARE, LLC

STATE OF NEVADA            )  
  ) ss  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on November 13, 2017,  
by Lon Smith.

Cameron Amatore  
Notary Public

