

DOUGLAS COUNTY, NV

2019-924237

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ETRCO

KAREN ELLISON, RECORDER

APN# : 1320-23-002-056

**Recording Requested By:**

Western Title Company, LLC

**Escrow No.:** 101608-TEA

**When Recorded Mail To:**

Charles L. Beasley & Susan  
Hutchison, Trustees of the  
Hutchison Beasley Trust

P.O. Box 520

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**

This document is being  
recorded as an  
accomodation 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 24th, day of December 2018, by and between Dennis P. Clark, Nancy B. Clark, Trustees of the Clark Family Trust 2005, Owner (hereinafter called "Makers") and Charles L. Beasley, Susan Hutchison, Trustees of the Hutchison Beasley Trust (hereinafter called "Lender").

WHEREAS, the Makers are the owner of that certain real property described in the Deed of Trust dated January 2, 2017, executed Dennis P. Clark, Nancy B. Clark, Trustees of the Clark Family Trust 2005, as Trustor to Charles L. Beasley, Susan Hutchison, Trustees of the Hutchison Beasley Trust, as Beneficiary, which

Deed of Trust was given as security for a Note in the sum of \$400,000.00 and recorded on March 21, 2018, as Document No. 2018-911851, of Official Records of Douglas County, State of Nevada.

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

APN: 1320-23-002-056

Address: 1757 Grandview Parkway, Minden, NV 89423

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. Additional Advance of \$50,000.00 for a total of \$450,000.00 secured to said property.

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")

The Hutchison Beasley Trust

Charles L. Beasley, Trustee

Susan Hutchison, Trustee

The Clark Family Trust 2005

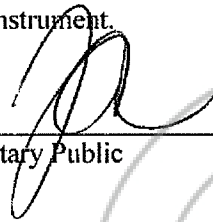
Dennis P. Clark, Trustee

Nancy B. Clark, Trustee

STATE OF NEVADA

COUNTY OF DOUGLAS

On January 2, 2019, before me the undersigned a Notary Public in and for said County and State personally appeared Charles L. Beasley and Susan Hutchison. known to me to be the person(s) described in and who acknowledge that They executed the foregoing instrument.

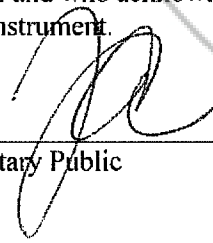
  
\_\_\_\_\_  
Notary Public



STATE OF NEVADA

COUNTY OF DOUGLAS

On January 2, 2019, before me the undersigned a Notary Public in and for said County and State personally appeared Dennis P. Clark and Nancy B. Clark, 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:**

**Parcel 1:**

**Lot 49 as shown on the Map (PD 99-12-01) of GRANDVIEW ESTATES, PHASE 1, filed in the office of the Douglas County Recorder on January 6, 2003, File No. 562908.**

**Parcel 2:**

**A non-exclusive stormwater drainage easement as set forth in Grant of Stormwater Drainage Easement and Maintenance Agreement dated June 27, 2011, recorded July 22, 2011 as Instrument No. 786781 of Official Records.**

**Assessor's Parcel Number(s):  
1320-23-002-056**