DOUGLAS COUNTY, NV

2019-933127

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\$35.00 Pgs=4 08/06/2019 11:25 AM

ETRCO

KAREN ELLISON, RECORDER

APN#: 1319-10-210-009

Recording Requested By: Western Title Company, LLC **Escrow No.:** 106879-ARJ

When Recorded Mail To:

Evergreen Note Servicing 6121 Lakeside Drive, Suite 150 Reno, NV 89511

Mail Ta	x Statements to:	(deeds only)
TATCHET S CR.	a measonnones es-	THEFT OF THE LAND

(space above for Recorder's use only)

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

Escrow Assistant

Modification Agreement

This document is being recorded as an

accomodation only.

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 _______, day of August, 2019, by and between BRENT HALIWELL AND KRISTEN HALIWELL, husband and wife as joint tenants with Right of Survivorship Owner; and BRAMWELL, LLC, SERIES 9, a Nevada Limited Liability Company (hereinafter called "Lender")

WHEREAS, BRENT HALIWELL AND KRISTEN HALIWELL, husband and wife as joint tenants with Right of Survivorship executed that certain Private Note dated April 16, 2019, in the amount of FOUR HUNDRED FIFTY THOUSAND DOLLARS AND 00/100, (\$450,000.00), in favor of Lender.

Which Deed of Trust was given as security for said Note dated April 16, 2019 in the amount of \$450,000.00, executed by BRENT HALIWELL AND KRISTEN HALIWELL, husband and wife as joint tenants with Right of Survivorship recorded April 17, 2019 in Book N/A, at Page N/A, as Document No. 2019-927957.

WHEREAS, Makers desire to obtain from Lender certain modifications to the Note;

WHEREAS, Lender is willing to grant said modifications to the interest rate and installments provided that Makers agree to certain modifications in the terms and conditions of said Note;

NOW THEREFORE, in consideration of their mutual covenants and promises, the parties hereto agree as follows:

The balance due upon said promissory note as aforesaid shall be paid in the following manner and the terms of said promissory note changed and modified as follows to wit:

CURRENT PRINCIPAL BALANCE OF \$448,215.59 SHALL BE ADJUSTED UPON PAYMENT OF \$100,000.00 TO LENDER. INTEREST SHALL REMAIN AT 4.5%.

BORROWER SHALL PAY INTEREST ON THE \$100,000.00 FROM 7/17/2019 TO 8/6/2019 IN THE AMOUNT OF \$246.60.

PRINCIPAL BALANCE WILL NOW BE \$348,215.59.

PAYMENTS ARE TO BE BASED OFF OF THE NEW PRINCIPAL BALANCE. STARTING ON 8/17/19 PRINCIPAL & INTEREST PAYMENTS ARE \$1,764.36.

ALL OTHER TERMS REMAIN IN FULL FORCE AND EFFECT.

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.

- 1. 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.
- 2. 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.
- 3. 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.

Bramwell, LLC Series 9, a Nevada limited liability company

Lawrence R. Sample, Trustee of The Sample Family

Trust Dated January 3,1997, Managing Member

Manager Lee Land Lee Trustee

Kristen Haliwell

Kristen Haliwell

Donna Lee Sample, Trustee of The Sample Family Trust Dated January 3, 1997, Managing Member

STATE OF NEVADA

COUNTY OF DOUGLAS

Lauka +

Notary Public

LAEHA P. HILL Notary Public - State of Nevada Appointment Recorded in Washoe County No: 16-1292-2 - Expires January 20, 2020

STATE OF NEVADA

COUNTY OF DOUGLAS

foregoing instrument.

LAEHA P. HILL Notary Public - State of Nevada Appointment Recorded in Washoe County No: 16-1292-2 - Expires January 20, 2020

Notary Public

EXHIBIT "A"

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

A Parcel of land located in Southwest 1/4 of the Northwest 1/4 of section 10, Township 13 North, Range 19 East, M.D.B. and M., Douglas County, Nevada and more particularly described as follows:

Parcel 3 as shown on Parcel Map for Robert and Kathy Brody, filed for record March 23, 1989 in Book 389, Page 3368, official Records of the Douglas County Recorder, Douglas County, Nevada as Document No. 198851

