

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



KAREN ELLISON, RECORDER

When recorded mail to:

Gary and Diana Allen
951 Rubio Way
Gardnerville, NV 89460

MODIFICATION AGREEMENT

THIS AGREEMENT, made this 3RD day of OCTOBER, 2019, by and between, GARY ALLEN and DIANA ALLEN, Trustees of the GARY AND DIANA ALLEN FAMILY TRUST dated June 20, 2005, or order, First Party and, between DEBRA 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 June 28, 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, GARY ALLEN and DIANA ALLEN, Trustees of the GARY AND DIANA ALLEN FAMILY TRUST dated June 20, 2005, as Beneficiary; which Deed of Trust was recorded June 29, 2007, as Document No. 0704226, Official Records of Douglas County, Nevada; which Deed of Trust was given as security for Promissory Note dated June 28, 2007, in the sum of \$945,000.00, executed by between LON SMITH and ONE WAY AUTO CARE, LLC, a Nevada limited liability company, in favor GARY ALLEN and DIANA ALLEN, Trustees of the GARY AND DIANA ALLEN FAMILY TRUST dated June 20, 2005; 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 $\frac{1}{4}$ corner of said Section 33; thence South $29^{\circ}03'00''$ 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 $47^{\circ}03'10''$ East a distance of 848.00 feet, to the True Point of Beginning:

Thence North $44^{\circ}54'00''$ West, along the northeasterly right-of-way line of Main Street a distance of 42.00 feet; Thence North $45^{\circ}09'30''$ East a distance of 120.00 feet; thence North $44^{\circ}54'00''$ West a distance of 50.00 feet to the southeasterly right-of-way line of High School Street; thence North $45^{\circ}09'30''$ 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 $44^{\circ}23'12''$ East along said right-of-way line a distance of 235.36 feet (record - South $45^{\circ}31'22''$ East 233').

Thence South $73^{\circ}46'05''$ West a distance of 299.22 feet (record South - $73^{\circ}46'00''$ 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.

APN 1320-33-301-004

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 \$790,847.59.

The interest rate on the balance of the Note shall be Six Percent (6.00%) *per annum*.

The monthly payment of principal and interest shall be \$5,995.91 all due and payable August 1, 2037.

The parties agree that the terms of this modification shall become on September 1, 2019.

Due to the death of Lon Smith, the parties hereby agree to substitute Debra Smith, Lon Smith's widow in his place and stead.

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:

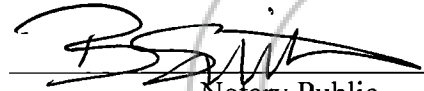
GARY AND DIANA ALLEN FAMILY TRUST

By: 
Gary Allen, Trustee

By: 
Diana Allen, Trustee

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on October 3, 2019,
by Gary Allen and Diana Allen.


Notary Public



Second Party:

Debra Smith
Debra Smith, Individually

Debra Smith
Debra Smith, Manager of ONE WAY AUTO CARE, LLC

STATE OF NEVADA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on October 24, 2019,
by Debra Smith.

Elizabeth Del Real
Notary Public

