

A. P. No. 1320-23-002-070

DOUGLAS COUNTY, NV      **2022-992592**  
Rec:\$40.00  
\$40.00      Pgs=4      12/21/2022 03:23 PM  
TICOR TITLE - GARDNERVILLE  
KAREN ELLISON, RECORDER

When recorded mail to:

TICOR Title  
1483 Highway 395 B  
Gardnerville, NV 89410

**THIS DOCUMENT IS BEING RECORDED  
AS AN ACCOMMODATION ONLY. NO  
LIABILITY IS ASSUMED HEREBY.**

## MODIFICATION AGREEMENT

THIS AGREEMENT, made this 12 day of December, 2022, by and between, SIMON PROPERTIES, LLC, a Nevada limited liability company, First Party and, by and between GLENN R. THORP and CYNTHIA M. THORP, Trustees of the GLENN R. THORP AND CYNTHIA M. THORP REVOCABLE TRUST Dated October 22, 2002, Second Party

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated December 7, 2021, executed by between GLENN R. THORP and CYNTHIA M. THORP, Trustees of the GLENN R. THORP AND CYNTHIA M. THORP REVOCABLE TRUST Dated October 22, 2002, as Trustor to TICOR TITLE OF NEVADA, INC., a Nevada Corporation, as original Trustee, SIMON PROPERTIES, LLC, a Nevada limited liability company, as Beneficiary; which Deed of Trust was recorded December 9, 2021, as Document No. 2021-978193, Official Records of Douglas County, Nevada; which Deed of Trust was given as security for Promissory Note dated December 7, 2021, in the sum of \$1,000,000.00, executed by between GLENN R. THORP and CYNTHIA M. THORP, Trustees of the GLENN R. THORP AND CYNTHIA M. THORP REVOCABLE TRUST Dated October 22, 2002, in favor of SIMON PROPERTIES, LLC, a Nevada limited liability company; 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

shall be modified as follows:

The term of the Promissory Note shall be extended for two (2) months from its original due date which was December 9, 2022. The new due date shall be February 9, 2023.

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:**

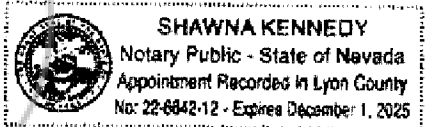
SIMON PROPERTIES, LLC  
A Nevada limited liability company

By: *Stephen R. Simon*  
STEPHEN R. SIMON, MANAGER

STATE OF NEVADA            )  
  ) ss  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on 12-21, 2022  
by STEPHEN R. SIMON.

*Shawna Kennedy*  
Notary Public



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Second Party:

GLENN R. THORP AND CYNTHIA M. THORP REVOCABLE TRUST

Dated October 22, 2002

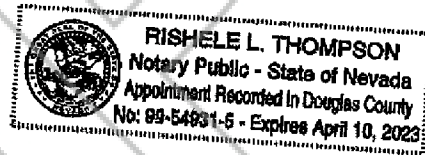
  
\_\_\_\_\_  
GLENN R. THORP, TRUSTEE

  
\_\_\_\_\_  
CYNTHIA M. THORP, TRUSTEE

STATE OF NEVADA            )  
  ) ss  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on 12/12, 2022,  
by GLENN R. THORP and CYNTHIA M. THORP.

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



**EXHIBIT "A"**

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

Parcel 1:

Lot 29 as shown on Final Map #PD 99-12-01 GRANDVIEW ESTATES PHASE 1, A PLANNED UNIT DEVELOPMENT, filed in the office of the Douglas County Recorder on January 6, 2003, in Book 0103, Page 1398, Document No. 562908, of Official Records.

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

APN: 1320-23-002-070