DOUGLAS COUNTY, NV

2023-1002222

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TICOR TITLE - GARDNERVILLE

SHAWNYNE GARREN, RECORDER

A. P. No. 1219-10-002-061

02303477 ft When recorded mail to:

Mike Pegram 1627 US Hwy 395 N Minden, NV 89423

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

## **MODIFICATION AGREEMENT**

THIS AGREEMENT, made this day of <u>NOV(M)</u>, 2023, by and between, MICHAEL PEGRAM, a married man as his sole and separate property, or order, First Party and, by and between LARRY ALLEN HENRY, a married man, Second Party

## WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated May 5, 2017, executed by between LARRY ALLEN HENRY, a married man, as Trustor to TICOR TITLE OF NEVADA, INC., a Nevada corporation, as original Trustee, MICHAEL PEGRAM, a married man as his sole and separate property, as Beneficiary; which Deed of Trust was recorded August 23, 2018, as Document No. 2018-918446, Official Records of Douglas County, Nevada; which Deed of Trust was given as security for Promissory Note dated August 20, 2018, in the sum of \$450,000.00, executed by between LARRY ALLEN HENRY, a married man, in favor of MICHAEL PEGRAM, a married man as his sole and separate property; 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 new maturity date shall be September 1, 2024, and there shall be a 2% (2 points) charge that is to be paid at the maturity date by the Second Party.

The parties involved do hereby accept said Modification Agreement on its terms.

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: Michael Pegram STATE OF NEVADA SS COUNTY OF DOUGLAS This instrument was acknowledged before me on November by Michael Pegram. **EILEEN KNOX** Notary Public - State of Nevada Appointment Recorded in Douglas County No: 96-2355-5 - Expires May 1, 2024 Notary Public Second Party: LARRY ALLEN HENRY STATE OF NEVADA SS COUNTY OF DOUGLAS This instrument was acknowledged before me on MVember 9 by between LARRY ALLEN HENRY. Notary Public RISHELE L THOMPSON Notary Public - State of Nevada ppointment recorded in Douglas County

FURTHER, it is agreed by and between the parties that this Agreement is hereby

99-54931-5 - Expires: April 10, 2027

## **EXHIBIT "A"**

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

A parcel of land located within a portion of Section 10, Township 12 North, Range 19 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

Commencing at the Southwest corner of Section 10, Township 12 North, Range 19 East, Mount Diablo Meridian, as shown on the Record of Survey to Support a Lot Line Adjustment for William R. Tomerlin Trust filed for record April 17, 1995, in the office of Recorder, Douglas County, Nevada as Document No. 360223;

thence along the west line of said Section 10, North 00°10'33" East, 1066.95 feet to the Point of Beginning; thence continuing along said west line of Section 10, North 0°10'33" East, 255.35 feet to a 5/8" rebar and tag PLS 6497; thence South 72°39'45" East, 376.60 feet to a 5/8" rebar and tag PLS 6497; thence South 37°00'09" West, 43.76 feet; thence South 45°28'55" West, 15.97 feet; thence along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 71.80 feet, central angle of 56°20'02", arc length of 70.59 feet, and chord bearing and distance of South 13°24'22" West, 67.78 feet; thence South 14°39'24" East, 87.92 feet; thence along the arc of curve to the right, non-tangent to the preceding course, having a radius of 39.03 feet, central angle of 49°14'36", arc length of 33.54 feet, and chord bearing and distance of South 06°59'38" West, 32.52 feet; thence South 78°59'21" West, 97.28 feet; thence North 65°27'08" West, 252.44 feet to a point on said west line of Section 10, the Point of Beginning.

Document No. 697755 is provided pursuant to the requirements of Section 6.NRS 111.312.

APN: 1219-10-002-061