

**MODIFICATION AGREEMENT**

THIS AGREEMENT, made this 3rd. day of March, 1967,  
by and between The Connecticut Mutual Life Insurance Company, Hartford, Connecticut, hereinafter referred  
to as First Party, and Gordon Macmillan and Dorothea Macmillan  
of Beowawe, hereinafter referred to as Second Party, (whether one or more than one)  
Witnesseth That:

First Party is the owner and holder of a certain promissory note dated December 2, 1962,  
in the original principal sum of \$ 450,000.00, secured by a mortgage of even date therewith,  
executed by second party,  
recorded in Book I of Mortgages, Page 216, of the records of Eureka  
County, State of Nevada \*, covering property located in said County and State,  
reference to the record of said mortgage being hereby made for a description of the property encumbered thereby  
and the terms and provisions thereof. \* and also recorded in Lander County records in  
Book 69, page 282

Second Party, present owner(s) of the property covered by said mortgage, has requested First Party to  
extend the time of payment of the instalment(s) of principal of \$ 18,000 each,  
due under the terms of said note on January 1, 1964 - 65 - 66 - 67,  
so that said instalment(s) shall hereafter be due and payable on January 1, 1988,  
and First Party has granted such request, subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the promises and agreements herein contained,  
and in further consideration of the sum of \$10 paid by Second Party to First Party, receipt of which is hereby  
acknowledged, the parties hereto agree as follows:

1. That the balance of principal remaining unpaid under said note on the date hereof is \$ 450,000  
and interest thereon has been paid to January 1, 1987, and Second Party does  
hereby promise and agree to pay said principal sum and the required interest thereon.
2. That the time of payment of said instalment(s) of principal of \$ 18,000  
due January 1, 1964 - 65 - 66 - 67, is hereby deferred and extended so that said  
instalment(s) shall be due and payable on January 1, 1988, and Second  
Party hereby promises and agrees to pay said instalment(s) on January 1, 1988,  
with interest thereon at the rate of 5-3/4 per cent per annum during said extended period while  
no default exists under said note or mortgage.
3. Said promissory note and mortgage are hereby ratified and confirmed, and all of the terms, covenants,  
conditions and agreements contained therein shall stand and remain unchanged and in full force and  
effect, except only as the same are herein and hereby specifically modified.

Wherever the word "mortgage" appears in this Agreement, it shall include the words "Deed of Trust" when  
applicable.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors  
or assigns, and shall be jointly and severally binding upon the parties hereinabove collectively designated as  
the Second Party.

In Witness Whereof, this Agreement has been executed and sealed on the date first hereinabove written.

The Connecticut Mutual Life Insurance Company

By: Ray E. Schmal  
Assistant Supervisor, Agricultural Loans



.....(Seal)  
Gordon Macmillan .....(Seal)  
Dorothea Macmillan .....(Seal)  
.....(Seal)

**Consent of Junior Lienholder(s)**

The undersigned, as holder(s) of junior lien(s) against the property covered by the mortgage referred to in the foregoing Modification Agreement, do(es) hereby consent to the foregoing Agreement, this day of \_\_\_\_\_, 19\_\_\_\_\_.

(ADD ACKNOWLEDGMENT FORM OF STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED.)

State of Connecticut }  
County of Hartford } ss.

On this 3rd day of March, A. D. 19 67

personally appeared before me, Charles A. Banks, a Notary Public in and for the State of Connecticut, George E. Schwab, known to me

to be the Assistant Supervisor, Agricultural Loans of the corporation that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in Hartford, Connecticut, the day and year in this certificate first above written.



Charles A. Banks  
Notary Public in and for the State of Connecticut

My commission expires:

April 1, 1969

F. L. 37V. Nevada

STATE OF NEVADA

COUNTY OF Silver ss.

On this 21st day of May, A. D. 1968, personally appeared before me, a Notary Public in and for Silver County, State of Nevada, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the said Silver County, the day and year in this certificate first above written

Dana R. Miller  
Notary Public in and for the County of Silver State of Nevada

My commission expires: \_\_\_\_\_

Residence of Notary Public: \_\_\_\_\_

RECORDED AT THE REQUEST OF Jack E. Hull  
on June 3, 1968, at 14 mins. past 10 A. M. in  
Book 24 of OFFICIAL RECORDS, page 195-196 RECORDS OF  
EUREKA COUNTY, NEVADA. John A. McFarland Recorder.  
File No. 46989 Fee \$ 4.00