

MODIFICATION AGREEMENT

Loan 29805

WHEREAS,

1. Connecticut General Life Insurance Company is the payee, owner, and holder of the Deed of Trust Note dated December 27, 1965 made by ROBERT G. WILSON (also known as ROBERT WILSON) and LUCILLE WILSON; JAKE E. WILSON (also known as JAKE WILSON) and BETTY JUNE WILSON; LEROY W. WILBANKS (also known as LEROY WINDELL WILBANKS) and BETTY J. WILBANKS, in the principal amount of \$62,000.00 which note is secured by Deed of Trust from Makers as Trustors, (v) Lawyers Title of Reno, Inc., a Nevada Corporation, as Trustee, dated December 27, 1965, and recorded December 30, 1965, Document No. 41592, Book 9 of Official Records, Page 413-421, Records of Eureka County, Nevada; and

2. The obligation is in default for failure of Makers to pay the installments of \$3,100.00 each of principal due August 1, 1966, February 1, 1967, August 1, 1967, February 1, 1968, August 1, 1968, February 1, 1969, August 1, 1969, February 1, 1970, and August 1, 1970, aggregating \$27,900.00, together with interest at the rate of 6-3/4% per annum from August 1, 1969 to February 1, 1970, and February 1, 1970 to August 1, 1970, on the unpaid principal balance of \$62,000.00, to-wit: \$4,185.00, and further interest at the rate of 12% per annum on said matured unpaid principal sum from February 1, 1970 until paid, and to pay Eureka County, Nevada property taxes and penalties; and

3. The undersigned husband and wife, purchasers, have agreed with the Trustors to acquire the property, and wish to cure the default and assume the indebtedness as modified;

IT IS AGREED:

1. The undersigned purchasers jointly and severally assume the obligations of the Note and Deed of Trust, which, nevertheless, shall be modified as follows:

(a) The principal amount of the loan shall remain at \$62,000.00, but the nine delinquent principal payments, and the principal payments due February 1 and August 1, 1971, totalling \$34,100.00, will be deferred until maturity of the note February 1, 1976.

(b) Principal payments of \$2,500.00 each shall be made annually on January 1 of each year commencing January 1, 1972; the whole of the unpaid principal sum shall be payable upon maturity February 1, 1976.

(c) Interest on the unpaid principal shall be at the rate of 8% per annum from closing, and shall be paid with each payment of principal.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(d) Privilege is granted to make pre-payment of the obligation in full at any time without interest penalty.

(e) Upon payment of a Release Payment of \$32,978.72 with interest thereon to date of release, the Beneficiary will release from the Deed of Trust the 960 acres described as Section 10, and the E 1/2 of Section 2, T20N, R53E.

2. The remaining provisions of the Note and Deed of Trust and the lien of the Deed of Trust shall remain in full force and effect, but the original Makers thereof shall no longer be individually liable thereon.

3. This agreement shall take effect and be conditioned upon the recordation of Connecticut General's Notice of Rescission of Declaration of Default, in accordance with its instructions given Lawyers Title of Reno, Inc., which shall include:

(a) The requirement that upon closing title be vested in Purchasers, subject only to taxes not delinquent, and exceptions 3, 4, 5 and 6 of Lawyers Title Insurance Company Dated Down Report to August 18, 1970, Policy #V229157, and to any interest acquired by Connecticut General (which interest Connecticut General will release to Purchasers upon or following closing):

(b) Connecticut General's demand for payment of delinquencies and costs.

DATED as of January 22, 1971.

Walter L. Plaskett
Walter L. Plaskett

Tommye J. Plaskett
Tommye J. Plaskett, his wife

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY

By G. H. Beadles
G. H. Beadles
Second Vice President

ATTEST:
J. B. Rutledge
J. B. Rutledge
Assistant Secretary

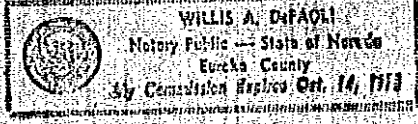


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STATE OF NEVADA

County of ESQUEZ

On this 12th day of February, 1971, personally appeared before me, a Notary Public, WALTER L. PLASKETT, who acknowledged that he executed the above instrument.

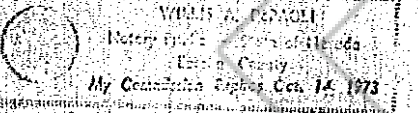


Willis A. DeFaul
Notary Public

STATE OF NEVADA

County of ESQUEZ

On this 12th day of February, 1971, personally appeared before me, a Notary Public, TOMMYE J. PLASKETT, who acknowledged that she executed the above instrument.

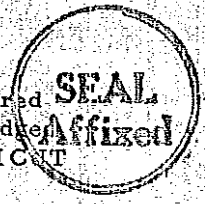


Willis A. DeFaul
Notary Public

STATE OF TEXAS)

County of Dallas) ss.

On this 18th day of February, 1971, personally appeared before me, a Notary Public, G. H. BEADLES, who acknowledged that he executed the above instrument on behalf of CONNECTICUT GENERAL LIFE INSURANCE.



Betty J. Wells
Notary Public - Betty J. Wells

RECORDED AT THE REQUEST OF Lawyers Title Insurance Corp.
on March 1 19 71 at 40 index part 10-A H. to
Book 39 of OFFICIAL RECORDS, pages 102-104, RECORDS OF
ESQUEZ COUNTY, NEVADA. Willis A. DeFaul Recorder.
Fee \$ 5.00
F2a No. 54350