

When Recorded Mail To:
Title Insurance and Trust Co. 57355
P.O. Box 1560
Elko, Nevada 89801

Loan No. 189200 9
EL_6650-21

MODIFICATION AGREEMENT

This Agreement, dated April 27, 1973, is made by and between
HALF CIRCLE CATTLE CO., INC., a Nevada Corporation

hereinafter called "borrower," and THE TRAVELERS INSURANCE COMPANY, of Hartford, Connecticut, herein-
after called "lender," in consideration of their mutual benefits and agreements herein contained.

1. This agreement applies to a certain promissory note, held by lender, dated November 8, 1966, in the principal amount of \$450,000.00, with the final payment due on January 1, 1987, the maturity date of the note, and made by Half Circle Cattle Co., Inc., a Nevada Corporation, and M. T. Lawrence, Jr., and Bettie A. Lawrence, husband and wife, and Sherwood Johnston and Suzanne Johnston, husband and wife

The note is secured by mortgage or deed of trust, also held by lender, dated the same date as the note, and made by the same maker(s) thereof, on property situated in the County of Eureka and Lander, State of Nevada, and recorded in Vol. 13, page 439, of the land records of Eureka County, State of Nevada and recorded in Vol 14, page 93, of the land records of Lander County, State of Nevada. 2. The unpaid principal balance of the note on April 27, 1973, is \$409,500.00. Borrower promises and agrees to pay such unpaid balance and interest to lender according to the terms of the note and this modification agreement.

3. Borrower and lender agree that the payments on the following dates provided by the terms of the note are hereby changed to provide modified payments on such dates as follows:

Interest only on January 1, 1971, January 1, 1972 and January 1, 1973.

As consideration the rate is increased to 7.2% effective January 1, 1973 and the delay rate is increased to 10%.

Any other payments on other dates provided by the terms of the note continue to be due and payable as provided by its terms.

4. Borrower promises and agrees to pay at the maturity of the note any unpaid balance of principal resulting from the modification set out in paragraph 3 above, in addition to any other unpaid balance provided by the terms of the note.

5. Nothing herein contained shall in any manner affect the priority or lien of the mortgage or deed of trust securing this note.

In witness whereof, this agreement has been duly executed by the borrower and lender.

HALF CIRCLE CATTLE CO., INC.
a Nevada Corporation

BY: _____

THE TRAVELERS INSURANCE COMPANY
Lender

By: R. L. Buzard
Second Vice President
(R. L. Buzard)

SEAL
Affixed

BY: Harry Phawing Secretary
BY: _____

NEVADA
~~XXXX~~ ACKNOWLEDGEMENT

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

Be it remembered that on this 11th day of May in the year 1973 before me, the subscriber, a notary public, in and for said County and State, duly commissioned and sworn, came R. L. Buzard to me personally known, who, being by me first duly sworn, said that he is the ^{Second} Vice-President of THE TRAVELERS INSURANCE COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal; that it was affixed thereto in behalf of said corporation, and by order of the board of directors of said corporation; that he signed his name thereto in like behalf and by like order as Vice-President thereof. And the said R. L. Buzard acknowledged said instrument to be the free and voluntary act and deed of the said THE TRAVELERS INSURANCE COMPANY, for the consideration, uses, and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and date last above given.

Andrew Z. Lukacs Notary Public
(Andrew Z. Lukacs)

My commission expires: March 31, 1978



THIS CERTIFIES, That on this 2nd day of May before me appeared Harry J. Cavanagh and both to me personally known, who being duly sworn, did say that he, the said Harry J. Cavanagh is the Secretary, and he, the said is the of the Half Circle Cattle Co., Inc.

the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and the said HARRY J. CAVANAGH and acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

Ernest M. Friedland
Notary Public in and for said County and State



FILE NO. 57355

My Commission expires: Sept. 20, 1973

RECORDED AT THE REQUEST OF Title Insurance & Trust Co.
on May 31, 1973, at 55 min. past 10 A. M. in
Book 45 of OFFICIAL RECORDS, page 39. RECORDS OF
TULARE COUNTY, NEVADA. *Willie G. Porter* Recorder
File No. 57355 Fee \$4.00

BOOK 45 PAGE 439