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Las Vegas, NV 89101

100007-TDS

When Recorded Mail to:
Rolf H. Berger, Esq.
KIRTON, McCONKIE & POELMAN
1800 Eagle Gate Tower
60 East South Temple
Salt Lake City, UT 84111-1004

**LOAN MODIFICATION AGREEMENT
AND
FIRST AMENDMENT TO LOAN DOCUMENTS**

THIS LOAN MODIFICATION AGREEMENT AND FIRST AMENDMENT TO LOAN DOCUMENTS (the "Agreement") is made and entered into to be effective the 2nd day of January, 1992, by and between Boyd C. Bulloch and Patricia Bulloch (the "Borrowers") and the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (the "Lender"), in contemplation of the following facts and circumstances:

RECITALS

A. Borrowers executed that certain Promissory Note dated June 2, 1983, in favor of the Lender, in the original principal amount of THIRTY-FOUR THOUSAND FIVE HUNDRED SIXTY-FOUR DOLLARS (\$34,564.00) (the "Note"). Pursuant to the terms of the Note, Borrowers became obligated to pay to the Lender or order, the principal amount of the Note, together with interest and any other charges accruing under the Note until repaid.

B. To further evidence and to secure the repayment of the indebtedness and the performance of all obligations set forth in the Note, Borrowers executed and delivered to Lender that TRUST DEED with assignment of rents and non-assumption agreement dated June 2, 1986 by and among Borrowers as trustors, Ticor Title Insurance Company as trustee and Lender as beneficiary recorded in Book 77 at Page 280 of the official records of the County Recorder for Lincoln County, Nevada and a SECURITY

AGREEMENT of even date and such other instruments that recite therein that they have been executed for the purpose of securing the performance of Borrower's obligations to Lender.

The Note, and the other documents and instruments described above, whether or not specifically named herein, are collectively referred to herein as the "Loan Documents" and the transaction evidenced thereby shall be referred to herein as the "Loan".

C. Lender is the owner and holder of the Note, and of all other rights and privileges of the holder of the Loan Documents.

D. On or about April 25, 1992 Borrower filed a petition under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court, District Of Nevada, Case No. BK-S-91-03289-LBR.

E. Borrower and Lender have agreed pursuant to Borrower's Second Amended Plan of Reorganization approved by the United States Bankruptcy Court, District Of Nevada to modify the Note, and the other Loan Documents to provide for certain terms not currently contemplated by or otherwise authorized by the Loan Documents.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree as follows:

1. Amendment to Note. Borrower and Lender have entered into a First Amendment of Promissory Note of even date herewith and the Promissory Note, as thereby amended is and shall continue to be secured by the Loan Documents as hereby amended. The principal sum the Note is increased to FORTY-FIVE THOUSAND THREE HUNDRED THIRTY-SEVEN AND 50/100 (\$45,337.50) and reference to the First Amendment of the Promissory Note must be made for the full text of the provisions thereof.

2. Each and every Loan Document is hereby amended to the extent required to reflect the modifications made by the First Amendment of Promissory Note .

3. Except as specifically set forth herein and in the First Amendment to

Promissory Note, the Note and each and every other Loan Document shall remain in full force and effect in accordance with the terms and conditions originally set forth therein. Further, each and every covenant, warranty and representation of Borrower set forth in the Loan Documents is incorporated herein by this reference and is hereby restated as if first made as of the date of this Agreement.

4. Borrowers hereby acknowledge that the Note and the Loan evidenced thereby is not being paid, cancelled or renewed; rather, it is simply being amended consistent with the provisions of the First Amendment to Promissory Note and this Agreement and that the Loan Documents shall continue to be a binding, legal and valid obligation of the Borrower. Borrower hereby waives any and all defenses that may arise by reason of this Agreement.

5. Unless the context clearly requires otherwise, all terms used herein shall have the meanings set forth in the Loan Documents.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement to be effective the day and year first written above.

BORROWERS:

Boyd C. Bulloch
Boyd C. Bulloch

Patricia Bulloch
Patricia Bulloch

In the County of Clark, State of Nevada, on this 9th day of February, 1993, before me, the undersigned notary, personally appeared Boyd C. Bulloch and Patricia Bulloch, who proved to me their identity through documentary evidence in the form of known to me to be the persons who names are signed on the preceding document, and acknowledged to me that they had signed it voluntarily for its stated purpose.



Susan M. Happke
Notary signature and seal

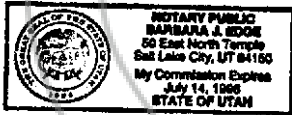
LENDER:

CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS
CHRIST OF LATTER-DAY SAINTS, a
Utah corporation sole

By: *Ted D. Simmons*
Title: Authorized Agent

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12th day of
February, 1993 by TED D. SIMMONS, authorized agent of the
Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day
Saints, a Utah corporation sole.



Barbara J. Edge
Notary Public

AMENDMENT TO PROMISSORY NOTE

This AMENDMENT TO PROMISSORY NOTE to be effective from and after January 2, 1992 amends that promissory note in favor of (the "CPB") dated June 2, 1986 in the original amount of \$34,564.00 executed by Boyd C. Bulloch and Patricia Bulloch as makers (the "Note"). Payment of the Note was and continues hereafter to be secured by that TRUST DEED dated June 2, 1986 by and among Boyd C. Bulloch and Patricia Bulloch as trustors, Ticor Title Insurance Company as trustee and the CPB as beneficiary recorded in Book 77 at Page 280 of the official records of the County Recorder for Lincoln County, Nevada and a SECURITY AGREEMENT of even date.

The face amount of the Note appearing in the upper left hand corner thereof is hereby changed from \$34,564.00 to \$45,337.50.

The following provisions of the Note are hereby deleted:

THIRTY-FOUR THOUSAND FIVE HUNDRED SIXTY-FOUR DOLLARS (\$34,564.00), together with interest from the above date at the rate of twelver [sic] per cent per annum on the unpaid principal, said principal and interest payable as follows:

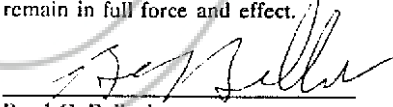
The sum of \$2,192.89 shall be paid semi-annually for seven years beginning December 2, 1986 and continuing semi-annually until June 2, 1993, at which time all unpaid principal and accrued interest shall be due and payable in full. The final payment shall include a balloon payment in the amount of \$34,255.05. There shall be no right to refinance said balloon payment.

The following provisions shall be substituted for the deleted provisions:

FORTY-FIVE THOUSAND THREE HUNDRED THIRTY-SEVEN AND 50/100 DOLLARS (\$45,337.50), together with interest from January 2, 1992 at the rate of nine per cent per annum on the unpaid principal, said principal and interest payable as follows:

The sum of \$515.95 shall be paid monthly for twelve years beginning February 2, 1992 and continuing until January 2, 2005 at which time all unpaid principal, accrued interest and any other accrued charges under the Note shall be due and payable in full.

Except as expressly amended herein, all original provisions of the Note shall remain in full force and effect.


Boyd C. Bulloch


Patricia Bulloch

Lincoln County

COPY

100038

AND RECORDED AT REQUEST OF
Dominick Belingheri

March 4, 1993

10 MINUTES PAST 11 O'CLOCK

105 OF OFFICE

149 LINCOLN
COUNTY, NEVADA.

Yuriko Setzer

By [Signature] Deputy