

123083

APN: 01-240-27

WHEN RECORDED MAIL TO:

EARL & KAREN PLUNKETT
PO BOX 10255
TONALEA AZ 86044

ESCROW NO.: 19029398

FILED FOR RECORDING
AT THE REQUEST OF

Coconino County Title

2004 SEP 17 PM 4 42

LINCOLN COUNTY RECORDER
FEE \$17.00 DEP
LESLIE BOUCHER LB

TITLE OF DOCUMENT: MODIFICATION AGREEMENT

COOPER

MODIFICATION AGREEMENT

Escrow No: 19029398

THIS AGREEMENT, made this 17th day of August, 2004, by and between KAREN PLUNKETT, First Party (Beneficiary) and DANIEL RULON LLOYD and LISA C. LLOYD, Second Party (Trustor)

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated November 8, 2000 executed by DANIEL RULON LLOYD and LISA C. LLOYD, husband and wife as joint tenants, as Trustor to STEWART TITLE OF NEVADA, a Nevada Corporation, as Trustee, and KAREN PLUNKETT, as Beneficiary; which Deed of Trust was recorded on May 11, 2001 in Book 155 of Official Records, page 80, as Document No. 116325, Lincoln County, Nevada;

which Deed of Trust was given as security for a Note dated November 8, 2000 in the sum of \$92,000.00, executed by DANIEL RULON LLOYD and LISA C. LLOYD, in favor of KAREN PLUNKETT.

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 the said Note;

NOW THEREFORE, in consideration of the promises and agreements hereafter contained to be performed by the Second Party, the Parties do hereby agree as follows:

The current principal balance is \$87,504.69, with interest at 7.625% per annum, paid to August 23, 2004. The existing payment is \$651.17 per month. First Party has made an additional advance in the amount of \$15,000.00, on August 2, 2004.

FIRST PARTY AND SECOND PARTY AGREE AS FOLLOWS:

The new principal balance of the Note shall be \$102,504.69, as of August 23, 2004, with interest at 7.625% per annum. The new monthly payment, beginning with the payment due on September 23, 2004, will be \$769.72, and shall continue monthly thereafter until said obligation is paid in full in accordance with the provisions contained in said promissory note. The term of the note shall remain at 20 years from May 11, 2001.

Continued on next page

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Said modification of the terms of payment shall in no manner or respect alter any of the other terms, covenants and conditions of said Promissory Note or the Deed of Trust securing it.

The Second party hereby represents and warrants that there are no other liens or encumbrances of any nature whatsoever on or against the real property mentioned in said Deed of Trust, except as follows: NONE

FIRST PARTY

SECOND PARTY

KAREN PLUNKETT

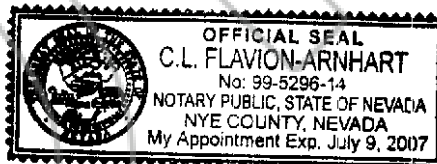
DANIEL RULON LLOYD

LISA C. LLOYD

STATE OF Nevada)
COUNTY OF Lincoln) ss.

This instrument was acknowledged before me
on 8/18/04 by Daniel Rulon Lloyd & Lisa C. Lloyd.

C. L. Flavion Arnhart
Notary Public



STATE OF _____)
COUNTY OF _____) ss.

This instrument was acknowledged before me
on _____ by _____.

Notary Public

ESCROW NO.: 19029398

Said modification of the terms of payment shall in no manner or respect alter any of the other terms, covenants and conditions of said Promissory Note or the Deed of Trust securing it.

The Second party hereby represents and warrants that there are no other liens or encumbrances of any nature whatsoever on or against the real property mentioned in said Deed of Trust, except as follows: NONE

FIRST PARTY

SECOND PARTY

Karen Plunkett
KAREN PLUNKETT

Daniel Rulon Lloyd
DANIEL RULON LLOYD

Lisa C. Lloyd
LISA C. LLOYD

STATE OF Nevada)
COUNTY OF Lincoln) ss.

This instrument was acknowledged before me
on 8/18/04 by Daniel Rulon Lloyd & Lisa C. Lloyd

C. L. Flavion-Arnhart
Notary Public



STATE OF ARIZONA)
COUNTY OF COCONINO) ss.

This instrument was acknowledged before me
on SEPT 9, 2004 by KAREN PLUNKETT

Timothy T. Hite
Notary Public

