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FILED FOR RECORDING  
AT THE REQUEST OF

Robert C. Lewis

2004 OCT 1 AM 11 56

LINCOLN COUNTY RECORDER  
FEE \$15.00  
LESLIE BOUGHNER

APN \_\_\_\_\_  
\_\_\_\_\_

WHEN RECORDED MAIL TO:  
ROBERT C. LEWIS P.O. BOX 520 MOAPA, NV. 89025

**MEMORANDUM OF AGREEMENT  
of  
MODIFICATION OF INTEREST RATE AND TERMS OF NOTES**

This memorandum between Virginia Rice, surviving spouse of Sellers, hereafter referred to as "Seller", and Robert C. Lewis and Vivian C. Lewis, Co-trustees of the "Robert C. and Vivian C. Lewis 1990 Trust", dated June 20, 1990, Buyer, hereafter referred to as "Buyer", of that certain real, and personal property as set forth in that certain Grant, Bargain, Sale deed dated July 8, 1992, and recorded as document 098666 in Book 101 Page 671-674 of Official Records of Lincoln County, Nevada, is to modify the interest and terms of the Notes dated July 7, 1992, secured by Deeds of Trust dated July 7, 1992, recorded as: document 098667, recorded July 13, 1992 in Book 101 Page 675-677, and document 098668, recorded July 13, 1992 in Book 101 Page 678-679, of Official Records of Lincoln County, Nevada.

The total principal amount due to Seller by Buyer on December 31, 2003 is as follows:

Note #1: All range/grazing/water rights.....\$ 79,700.26  
(Breedlove, Grapevine, Henrie, Cottonwood, & Kane Springs Allotments)  
Note #2: 120 acres in Carp, Nv./various water .....\$115,665.10

TOTAL PRINCIPAL AMOUNT DUE.....\$195,365.26

TOTAL BACK INTEREST THROUGH DECEMBER 31, 2003.....\$73,856.69

It is hereby mutually agreed between Buyer and Seller that as of January 1, 2004, the above principal amounts due shall be combined, constituting one Note in the total amount of \$195,365.26. Buyer and Seller further mutually agree that the interest on above mentioned Notes shall be modified from 8% to 6%. Beginning January 1, 2004, Buyer shall pay to Seller the amount of \$1,171.32 per month, principal and interest, interest being 6%, amortized over 30 years with a balloon payment in 10 years, of balance of all principal and interest due. Buyer, at its' option, may pay the total principal and interest amount due at any time prior to 10 years with no prepayment penalty.

*VR*      *JR*      *RL*

It is further agreed between Buyer and Seller that Buyer shall pay to Seller additional monthly payments, representing back interest, in the amount of \$1,230.94 per month, beginning October 15, 2004, with a final payment of \$1,231.23 payment due September 15, 2009, constituting a five (5) year, non-interest bearing Note.

Buyer agrees that failure to make any payment set forth in this agreement within 30 days of the due date will constitute default for which Seller may pursue any remedy provided by the laws of the State of Nevada including foreclosure.

DATED: August 24, 2004

BUYER:  
Robert Lewis Co-trustee  
ROBERT C. LEWIS, CO-TRUSTEE

Vivian C. Lewis  
VIVIAN C. LEWIS, CO-TRUSTEE  
*Co-trustee*

SELLER:  
Virginia Rice  
VIRGINIA RICE

STATE OF NEVADA  
COUNTY OF CLARK

On August 24, 2004, personally appeared before me, a Notary Public, Virginia Rice, and Robert C. Lewis & Vivian C. Lewis, Co-trustees of the "Robert C. & Vivian C. Lewis 1990 Trust", dated June 20, 1990, who acknowledged that they executed the above instrument.

[Signature]  
NOTARY PUBLIC

