

LINCOLN COUNTY, NV

2023-164274

\$37.00

Rec:\$37.00

05/04/2023 03:47 PM

COW COUNTY TITLE CO.

Pgs=3 KC

OFFICIAL RECORD

AMY ELMER, RECORDER

ESCROW NO.: 86129

RECORDING REQUESTED BY:

Cow County Title Co.

WHEN RECORDED MAIL TO:

F. Heise Land & Live Stock Co.

Atty: G. David Robertson, Esq.

50 West Liberty, Suite 600, Reno, NV 89501

MODIFICATION AGREEMENT

THIS AGREEMENT, made this 26 day of April, 2023, by and between F. HEISE LAND & LIVE STOCK CO., INC., a Nevada Corporation, First Party (Beneficiary) and RAINBOW LAND & CATTLE COMPANY, LLC, a Nevada Limited Liability Company, Second Party (Trustor)

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated May 1, 2010 executed by RAINBOW LAND & CATTLE COMPANY, LLC, a Nevada Limited Liability Company, as Trustor to COW COUNTY TITLE COMPANY, as Trustee, and F. HEISE LAND & LIVE STOCK CO., INC., a Nevada Corporation, as Beneficiary; which Deed of Trust was recorded on May 25, 2010 in Book 256 of Official Records, page 259 as File No. 135972, Lincoln County, Nevada records;

Which Deed of Trust was given as security for a Note dated May 1, 2010 in the sum of \$452,478.35, executed by RAINBOW LAND & CATTLE COMPANY, LLC, a Nevada Limited Liability Company in favor of F. HEISE LAND & LIVE STOCK CO., INC., a Nevada Corporation;

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 unpaid principal as of April 26, 2023 shall be increased to Nine Hundred Eighty Thousand Dollars and Zero cents (\$980,000.00) and accrue interest at the rate of Eight percent (8%) per annum. Any and all unpaid principal and interest shall be due and payable on or before 25 months from the date first shown above, or on May 26, 2025.

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.

FIRST PARTY

F. HEISE LAND & LIVE STOCK
CO., INC., a Nevada Corporation

By: Clarence Burr
CLARENCE BURR, President

SECOND PARTY

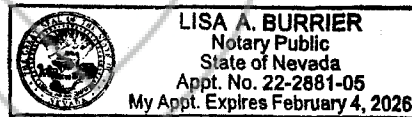
RAINBOW LAND & CATTLE COMPANY,
LLC, a Nevada Limited Liability Company

By: _____
JOHN H. HUSTON, Managing Member

State of NEVADA
County of DOUGLAS

This instrument was acknowledged before me on April 26, 2023 by Clarence Burr,
President of F. Heise Land & Live Stock, Co., Inc., a Nevada Corporation

Lisa A. Burrier
Notary Public



State of _____
County of _____

This instrument was acknowledged before me on _____ by John H. Huston,
Managing Member of Rainbow Land & Cattle Company, LLC, a Nevada Limited Liability
Company

Notary Public

FIRST PARTY

F. HEISE LAND & LIVE STOCK
CO., INC., a Nevada Corporation

By: Clarence Burr
CLARENCE BURR, President

SECOND PARTY

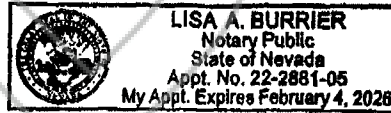
RAINBOW LAND & CATTLE COMPANY,
LLC, a Nevada Limited Liability Company

By: John H. Huston
JOHN H. HUSTON, Managing Member

State of NEVADA
County of DOUGLAS

This instrument was acknowledged before me on April 26, 2023 by Clarence Burr,
President of F. Heise Land & Live Stock, Co., Inc., a Nevada Corporation

Lisa A. Burrier
Notary Public



State of Nevada
County of Lincoln

This instrument was acknowledged before me on 4/27/2023 by John H. Huston,
Managing Member of Rainbow Land & Cattle Company, LLC, a Nevada Limited Liability
Company

Don-Rita Rice
Notary Public

