Modification To The Promissory Note Secured By Deed Of Trust

IN WITNESS WHEREOF, the parties to this Modification Agreement have executed this Modification Agreement and the date of this Modification Agreement shall be deemed as of the date first above written.

For the Promisee / Releasor

____

Helen B. Fraser

____

Notary

and for the Promisor / Releasee:

By: ______________________________

By: Greg Miller, Manager

Western Vista Ranch, LLC, an Arizona limited liability company

ASHLEY NICOLE HANNINEN NOTARY PUBLIC My Commission Expires May 14, 2019 ANNE ARUNDEL CO., MD.

ASHLEY NICOLE HANNINEN
Notary Public State of Maryland
My Commission Expires May 14, 2019

____

Notary

Modification To The Promissory Note Secured By Deed Of Trust

IN WITNESS WHEREOF, the parties to this Modification Agreement have executed this Modification Agreement and the date of this Modification Agreement shall be deemed as of the date first above written.

For the Promisee / Releasor

Helen B. Fraser

Helen B. Fraser

9-19-16

Notary

DANA MARY MCNAMARA
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

and for the Promisor / Releasee:

By: ______________________________

By: Greg Miller, Manager

Western Vista Ranch, LLC, an Arizona limited liability company

____

Notary

construction, which requires a court to resolve any ambiguities against the drafting Party, shall not apply in interpreting the provisions of this Agreement.

Successors and Assigns. This Agreement and each of its provisions shall obligate, both in law and in equity, the heirs, executors, successors, legal representatives, administrators, and assigns of each of the Parties hereto.

Governing Law. This Modification shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the State of Arizona.

Number and Gender. Whenever the singular number is used in this Agreement, and when required by the context, the same shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders, and vice versa; and the word "person" shall include individual, company, sole proprietorship, corporation, joint venture, association, joint stock company, fraternal order, cooperative, league, club, society, organization, trust, estate, governmental agency, political subdivision or authority, firm, municipality, congregation, partnership, or other form of entity.

Execution in Counterparts. This Agreement may be executed in several counterparts and, when so executed, it shall constitute one agreement binding all parties to this Agreement, notwithstanding that all Parties to this Agreement are not signatory to the original and same counterpart. Facsimile signatures shall be as valid as original signatures for purposes of executing this Agreement.

Intentionally left blank.

Thousand Seven Hundred Fifty Dollars and Zero Cents ($2,750.00), hereinafter "December Principal Reduction Balloon Payment Amount" that shall further reduce the Modified Remaining Principal Balance upon payment. This December Principal Reduction Balloon Payment Amount may comprise one or more principal payments such that the sum of these principal payments shall total at least the December Principal Reduction Balloon Payment Amount. Upon payment of this December Principal Reduction Balloon Payment Amount, the remaining monthly payments on the Modified Remaining Principal Balance shall be recalculated by Yavapai Title Agency as of the January 1, 2017 payment, and is herein estimated to be a monthly payment of approximately $310.73, continuing to be paid monthly until the Modified Remaining Principal Balance is paid in full, with no prepayment penalties.

If for any reason Promisor does not fully complete the above recited Promisor's Performance on or before the Modification Principle Date then, and only then, and only after the Modification Principal Date, any amounts paid by Promisor towards this Modification Principal Payment shall instead be credited as a principal reduction payment of the existing Promissory Note, wherein then any Modification Principal Amount payments shall first be credited against the Promissory Note obligations, and specifically first to satisfy the one time payment to further reduce the principal balance that is otherwise due December 31, 2016 as recited in the Promissory Note. If the Promisor's Performance does not occur on or before the Modification Principal Date, then the terms of the Promissory Note shall continue without interruption.

Entire Agreement. The Parties agree this Modification Agreement contains the entire and final agreement between the Parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties to this Agreement with respect to the subject matter hereof and contains all the covenants and agreements between said Parties with respect thereto, and each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that any other agreement, statement, or promise concerning the subject matter set forth in this Agreement shall be of no force or effect except in a subsequent modification in writing signed by the Party to be charged. The terms of this Modification, including but not limited to the Accord and Satisfaction that shall be deemed complete upon Promisor's Performance as recited in this Modification are contractual and are not a mere recital.

Captions and Interpretations. Captions of the paragraphs of this Agreement are for convenience and reference only, and the words contained in those captions shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the terms, conditions and provisions of this Agreement. The language and all parts to this Agreement, in all cases, shall be construed in accordance with the fair meaning of that language and those parts and as if that language and those parts were prepared by all Parties and not strictly for or against any Party. Each Party and counsel for such Party have reviewed this Agreement and participated in the negotiation and drafting of this Agreement. The rule of obligation by the Promisor/Releasee to the Promisee/Releasor; except only as recited in the paragraph below entitled "Remaining Principal Due Upon Payment Of The Modification Principal Amount by the Modification Principal Date."

Promisor/Releasee and Promisee/Releasor hereby acknowledge and agree that upon the stated performance herein of completion of Promisor's Performance by Promisor/Releasee, then the Promissory Note, including any and all interest thereon, shall be absolutely and completely extinguished; except only as recited in the paragraph below entitled "Remaining Principal Due Upon Payment Of The Modification Principal Amount by the Modification Principal Date."

Upon completion of Promisor's Performance, it is understood and agreed by the Parties that the Parties are deemed released and forever discharged by and between each other, both in law and in equity, from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for, or by reason of, any damage, loss or injury to person and property that has been or may be sustained as a result of the Promissory Note; except only as recited in the paragraph below entitled "Remaining Principal Due Upon Payment Of The Modification Principal Amount by the Modification Principal Date."

Full and Final Settlement. The Parties understand the terms of this Accord and Satisfaction, and acknowledge and agree that the amount and/or type of consideration stated herein is to be the sole and final settlement of all claims of loss or damages, now or any time in the future, as a result of the Promissory Note; except only as recited in the paragraph below entitled "Remaining Principal Due Upon Payment Of The Modification Principal Amount by the Modification Principal Date."

Remaining Principal Due Upon Payment Of The Modification Principal Amount by the Modification Principal Date. Upon payment of the above recited Modification Principal Amount by the Modification Principal Date, then the remaining principal balance shall be reduced to **Seventeen Thousand Dollars and Zero Cents ($17,000.00)**, herein recited as the Modified Remaining Principal Balance, that shall be amortized at five percent (5%) per annum, so as to be paid in monthly payments over a 4 ½ year period, i.e. fifty-four (54) calendar months, beginning October 1, 2016, with the first payment due by November 1, 2016, the exact monthly payment to be calculated by Yavapai Title Agency, and is herein estimated to be a monthly payment of approximately $352.21, paid monthly until this Modified Remaining Principal Balance is paid in full, wherein there shall be no prepayment penalties. There shall also be one principal reduction balloon payment that shall be due on or before **December 23, 2016** hereinafter "December Principal Reduction Balloon Payment." This December Principal Reduction Balloon Payment total sum shall be in the amount of **Two**

9-19-16

Modification To The Promissory Note Secured By Deed Of Trust

H.F. "this modification agreement supersedes, voids, and replaces the previous modification agreement dated 6-22-16. H.F.

The existing Promissory Note Secured by Deed of Trust, hereinafter "Promissory Note," is attached hereto as Attachment "A" and is incorporated by reference as though fully set forth herein.

This agreement is a modification to the existing Promissory Note, hereinafter "Modification" and/or "Modification Agreement," and/or "Agreement," wherein this Modification is dated September 15, 2016, between

Helen B. Fraser, an unmarried woman, who acquired title as wife of Lyle Paulsen as her sole and separate property, hereinafter "Promisee," and/or "Releasor," and

Western Vista Ranch, LLC, an Arizona limited liability company, hereinafter "Promisor," and/or "Releasee," and

hereinafter collectively referred to as the "Parties."

The above recited Promissory Note terms shall remain the same, unless and until the Promisor performs as recited in this Modification Agreement.

In consideration for the complete and full discharge of the Promissory Note and all amounts owed, and subject in all instances to each of the terms, conditions, provisions and limitations specified in this Modification Agreement; Now, therefore, in consideration of the recitals specified herein, wherein the recitals shall be deemed to be a substantive part of this Agreement, and the mutual covenants, promises, undertakings, agreements, representations and warranties specified in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, with the intent of the Parties to be obligated legally and equitably, the Parties do hereby covenant, promise, agree, represent and warrant as follows:

Promisor's Performance. To effect the complete and full discharge of the Promissory Note and all amounts owed, and subject in all instances to each of the terms, conditions, provisions and limitations specified in this Modification Agreement, the Promisor, on or before the Modification Principal Date that is defined and agreed as **September 30, 2016** for this Modification Agreement, may make the payment of **Ten Thousand Dollars and Zero Cents (\$10,000.00)**, hereinafter "Modification Principal Payment," wherein this Modification Principal Payment amount may comprise one or more principal payments such that the sum of these principal payments shall total at least the Modification Principal Payment amount. Upon payment by Promisor of this Modification Principal Payment to Yavapai Title Agency by this Modification Principal Date, hereinafter "Promisor's Performance," then this Promisor's Performance shall be deemed a complete and final Accord and Satisfaction of this Modification Agreement and of the recited Promissory Note as further set forth herein.

Accord and Satisfaction. The Promisee/Releasor understands and acknowledges that, upon completion of Promisor's Performance as recited herein in this Modification Agreement, that completion of this Promisor's Performance shall then be deemed a complete and final Accord and Satisfaction of the above recited Promissory Note, and wherein this Accord and Satisfaction shall thereby annul and release any further