



MISC 2015093099



NOV 03 2015 16:12 P 3

Fee amount: 22.00
FB: 61-11239
COMP: AH

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/03/2015 16:12:54.00



2015093099

WHEN RECORDED MAIL TO:

Premier Bank
16802 Burke Street
Omaha, NE 68118

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 3, 2015, is made and executed between VFD 110 Q, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, whose address is 11010 Q STREET, OMAHA, NE 68147; ("Trustor") and Premier Bank, whose address is 16802 Burke Street, Omaha, NE 68118 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated June 5, 2015 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nebraska, as follows:

RECORDED WITH THE DOUGLAS COUNTY REGISTER OF DEEDS ON JUNE 10, 2015 AT INSTRUMENT NUMBER 2015045843.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DOUGLAS County, State of Nebraska:

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 11010 Q STREET, OMAHA, NE 68137. The Real Property tax identification number is 2359-1013-10.

MODIFICATION. Lender and Trustor hereby modify the Deed of Trust as follows:

INCREASE LOAN AMOUNT TO \$1,315,230.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 3, 2015.

TRUSTOR:

VFD 110 Q, LLC

By:


ALFRED J. VACANTI JR., Manager of VFD 110 Q, LLC

LENDER:

PREMIER BANK

x

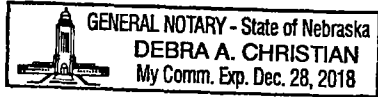

Chris Maher, President

MODIFICATION OF DEED OF TRUST
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 3 day of November, 20 15, before me, the undersigned Notary Public, personally appeared **ALFRED J. VACANTI JR., Manager of VFD 110 Q, LLC**, and known to me to be member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

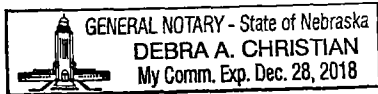


By Debra A Christian
Printed Name: Debra A Christian
Notary Public in and for the State of NE
Residing at Omaha, NE
My commission expires 12/28/18

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 3 day of November, 20 15, before me, the undersigned Notary Public, personally appeared **Chris Maher**, and known to me to be the **President**, authorized agent for **Premier Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Premier Bank**, duly authorized by **Premier Bank** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Premier Bank**.



By Debra A Christian
Printed Name: Debra A Christian
Notary Public in and for the State of NE
Residing at Omaha, NE
My commission expires 12/28/18

EXHIBIT "A"

Lots 66 and 67, in EMPIRE PARK REPLAT II, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, EXCEPT a triangular parcel more particularly described as follows: Commencing at the Southwest corner of said Lot 67, thence North along the West boundary line of said Lot for a distance of 15.00 feet; thence Southeasterly along a straight line for a distance of 16.55 feet to a point on the South boundary line of Lot 67, said point being 7.00 feet East of the Southwest corner of said Lot; thence West along the South boundary line a distance of 7.00 feet to the point of beginning.