

2004130765



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Mortgagor(s): Wally Properties, LLC

Mortgagee: First National Bank of Fort Smith, Fort Smith, AR

STATE OF ARKANSAS) SS: COUNTY OF SEBASTIAN) SS: COUNTY OF SEBASTIAN) SS: WHEREAS, THE FIRST NATIONAL BANK OF FORT SMITH, Fort Smith, Arkansas, made a loan Properties, LLC in the amount of ONE MILLION NINE HUNDRED SIXTY EIGHT AND NO/100 (\$1,968, evidenced by Promissory Note Number C2472706 and mortgage covering: See Attached Exhibit "A" recorded in Document 2003241053 in the office of the Register of Deeds in Omaha, Douglas County, state of and WHEREAS, the parties hereto, for mutual consideration, wish to modify the payment terms of said in THEREFORE, it is agreed that the unpaid balance of said indebtedness is \$1,349,001.13 in Principal; undersigned hereby promise to pay said indebtedness with interest at the rate of First National Bank base ramonthly as follows: PAYMENT: This note is due on demand, or if no demand is made, accrued interest payable in installments beginning 2004 and all subsequent payments due on the same day of each month thereafter. Principal plus all unpuinterest and late charges are due in full on December 11, 2004. LATE CHARGE: I agree to pay a late charge equal to 10.000% of the full amount of the scheduled payment made ten (10) days after it is due, up to a maximum of \$100.00. In all other respects the said note and mortgage shall remain in full force and effect and the undersigned promes and indebtedness as herein stated and to perform all of the obligations of said mortgage contract as herein reversal indebtedness as herein stated and to perform all of the obligations of said mortgage contract as herein reversal in the properties, LLC by: ACCEPTED THIS 11th DAY OF September, 2004. FIRST NATIONAL BANK OF FORT SMITH By: Vice President	
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ACCEPTED THIS 11th DAY OF September, 2004. FIRST NATIONAL BANK OF FORT SMITH By:	·
FIRST NATIONAL BANK OF FORT SMITH By:	
By:	
ATTEST: By: Vice President	
Assistant Secretary 4 K (650	/
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H. Smith AR 72902-9943 697611-69874	=/

ACKNOWLEDGMENT

STATE OF ARKANSAS)	
COUNTY OF SEBASTIAN)	
On this 11th day of September, 2004, before me, the undersigned Notary Public, personally appeared John D. Alford, Operating Manager of Wally Properties, LLC, known to me to be the person whose name subscribed to the within instrument, and authorized to execute the foregoing instrument and acknowledged that had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth and I d so certify.	.0
IN WITNESS WHEREOF, I hereunto set my hand and official seal this 11th day of September, 2004.	
My Commission Expires: 4805 Thankle , Notary Public	
ACKNOWLEDGMENT	
STATE OF ARKANSAS)) ss: COUNTY OF SEBASTIAN)	
ON THIS 11th day of September, 2004, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the above County and State, appeared in person John S. Johnson and Louphne Dunn to me personally well known, who stated that they were the Vice President and Assistant Secretary of The First National Bank of Fort Smith, Fort Smith, Arkansas, a national banking association, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behavior said Bank, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth and I do so certify.	alf
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 11th day of September, 2004. DORIS MENDENHALL DORIS MENDENHALL Notary Publication of September, 2004.	c
My commission expires BASTIAN COUNTY My Commission Expires 4-8-2013	
This instrument prepared by FIRST NATIONAL BANK OF FORT SMITH, P. O. BOX 7, FORT SMITH, ARKANSAS 72902.	
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EXHIBIT "A"

LOTS 2 AND 3, STARWOOD SOUTH REPLAT, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA. TOGETHER WITH AN ACCESS EASEMENT LYING IN LOT 1, STARWOOD SOUTH REPLAT AS SURVEYED, PLATTED, AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2; THENCE S 2 59'52" W A DISTANCE OF 41.99 FEET; THENCE S 87 00'08" E A DISTANCE OF 638.85 FEET; THENCE N 2 59'51" E A DISTANCE OF 281.45 FEET; THENCE N 51 38'42" E TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF REDICK CIRCLE A DISTANCE OF 42.99 FEET; THENCE N 57 14'40" W ALONG SAID RIGHT OF WAY A DISTANCE OF 25.60 FEET; THENCE CONTINUING ON SAID RIGHT OF WAY ON CURVE WITH A RADIUS OF 140.23 FEET AND ARC DISTANCE OF 74.10 FEET AND A CHORD BEARING N 72 22'27" W A DISTANCE OF 73.24 FEET; THENCE S 42 00'53" E A DISTANCE OF 26.62 FEET; THENCE S 2 59'52" W A DISTANCE OF 266.75 FEET; THENCE S 47 59'52" W A DISTANCE OF 19.09 FEET; THENCE N 87 00'08" W A DISTANCE OF 583.35 FEET ALONG THE SOUTHERLY LINE OF LOTS 2, 3, AND 4 TO THE POINT OF BEGINNING.

EASEMENT CONTAINS: 39,910.46 SQUARE FEET OR 0.92 ACRES MORE OR LESS