

MISC 2013126091



DEC 26 2013 13:03 P 2

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COMP: AH

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
12/26/2013 13:03:18.00



2013126091

WHEN RECORDED MAIL TO:

First National Bank of Omaha
13th and N - Lincoln Branch
134 South 13th ST
Lincoln, NE 68508

FOR RECORDER'S USE ONLY



MODIFICATION OF DEED OF TRUST



#####580810302013

THIS MODIFICATION OF DEED OF TRUST dated October 30, 2013, is made and executed between Sunnyside Village, Inc., an Iowa Corporation, whose address is 6303 L Street, Omaha, NE 68117 ("Trustor") and First National Bank of Omaha, whose address is 13th and N - Lincoln Branch, 134 South 13th ST, Lincoln, NE 68508 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated February 23, 2009 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Deed of Trust recorded on February 26, 2009, through the Douglas County Recorder in Douglas County, NE with record # 2009017511.

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

Lot 1, Kings "L" Street Addition, an Addition to the City of Omaha, in Douglas County, Nebraska.

The Real Property or its address is commonly known as 6221 L Street, Omaha, NE 68117.

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

Refinancing Revolving Line of Credit.

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 endorers 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 hereby ratifies and affirms that Trustor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Trustor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Deed of Trust shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

ELECTRONIC COPIES. Lender may copy, electronically or otherwise, and thereafter destroy, the originals of this Agreement and/or Related Documents in the regular course of Lender's business. All such copies produced from an electronic form or by any other reliable means (i.e., photographic image or facsimile) shall in all respects be considered equivalent to an original, and Borrower hereby waives any rights or objections to the use of such copies.

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 OCTOBER 30, 2013.

MODIFICATION OF DEED OF TRUST
(Continued)

TRUSTOR:

SUNNYSIDE VILLAGE, INC.

By: [Signature]
Donald F. Hansen, President of Sunnyside Village, Inc.

LENDER:

FIRST NATIONAL BANK OF OMAHA

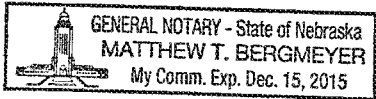
X [Signature]
Matthew Bergmeyer, Second Vice President

CORPORATE ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 18th day of December, 20 13, before me, the undersigned Notary Public, personally appeared Donald F. Hansen, President of Sunnyside Village, Inc., and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By: [Signature]
Printed Name: Matthew T. Bergmeyer
Notary Public in and for the State of NE
Residing at 134 S 18th St Omaha NE 68108
My commission expires Dec 15, 2015



LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Lincoln)

On this 18th day of December, 20 13, before me, the undersigned Notary Public, personally appeared Matthew Bergmeyer, and known to me to be the Second Vice President, authorized agent for First National Bank of Omaha that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First National Bank of Omaha, duly authorized by First National Bank of Omaha 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 First National Bank of Omaha.

By: [Signature]
Printed Name: Thomas L. Klein
Notary Public in and for the State of Nebraska
Residing at Lincoln, NE
My commission expires 7-6-2015

