



MISC 2013075170



JUL 25 2013 09:39 P 2

Fee amount: 16.00
FB: 43-02880
COMP: MS

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
07/25/2013 09:39:31,00



2013075170

WHEN RECORDED MAIL TO:

Loan Operations
333 West Broadway
Council Bluffs, IA 51503

FOR RECORDER'S USE ONLY

440075

MODIFICATION OF DEED OF TRUST



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THIS MODIFICATION OF DEED OF TRUST dated July 18, 2013, is made and executed between **JSI Investments, LLC**, whose address is **1510 N 131st Ave, Omaha, NE 68154** ("Trustor") and **American National Bank**, whose address is **Small Business Loans, 8990 W Dodge Rd, Omaha, NE 68114** ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated August 27, 2004 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Filed September 3, 2004, in Instrument No. 2004117727, Mortgage Records, Douglas County, Nebraska.

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

PARCEL I: The West 60 feet of Lot 6, except the South 125 feet thereof and the East 73.4 feet of Lot 3, except the South 125 feet thereof, and except that part lying North of Military Road, all in Block 81, Benson, an Addition to the City of Omaha, Douglas County, Nebraska

PARCEL II: The West 77 feet of the East 150 feet of Lot 3, except the South 125 feet thereof, and except that part lying North of Military Road, and the East 42.36 feet of Lot 5, all in Block 81, Benson, an Addition to the City of Omaha, Douglas County, Nebraska

The Real Property or its address is commonly known as 6635 and 6641 Military Ave, Omaha, NE 68104.

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

Correct the vesting on said Note to: **JSI Investments, LLC, a Nebraska Limited Liability Company.**

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 endorser 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 JULY 18, 2013.

TRUSTOR:

JSI INVESTMENTS, LLC
By: Saluhu Issaka
Saluhu Issaka, Member of JSI Investments, LLC
By: Josephine Jordan
Josephine Jordan, Member of JSI Investments, LLC

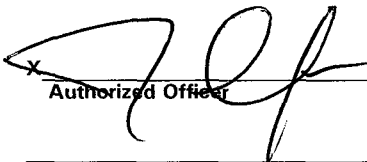
MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 440075

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LENDER:

AMERICAN NATIONAL BANK

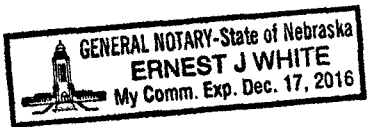

Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 18 day of JULY, 20 13, before me, the undersigned Notary Public, personally appeared **Saluhu Issaka, Member of JSI Investments, LLC and Josephine Jordan, Member of JSI Investments, LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Ernest O. White
Printed Name: Ernest O. White
Notary Public in and for the State of Nebraska
Residing at OMAHA
My commission expires Dec. 17, 2016



LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 18 day of JULY, 20 13, before me, the undersigned Notary Public, personally appeared JOSHUA GARTH, and known to me to be the lender, authorized agent for **American National Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **American National Bank**, duly authorized by **American National 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 **American National Bank**.

By Ernest O. White
Printed Name: Ernest O. White
Notary Public in and for the State of Nebraska
Residing at OMAHA
My commission expires Dec. 17, 2016

