



MISC 2016016036



MAR 07 2016 11:03 P 3

Fee amount: 22.00
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COMP: MJ

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
03/07/2016 11:03:50.00



2016016036

WHEN RECORDED MAIL TO:

PINNACLE BANK
LINCOLN BRANCH OFFICE
1401 N STREET
LINCOLN, NE 68508

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 25, 2016, is made and executed between WP RETAIL, LLC, a Nebraska Limited Liability Company, whose address is 2110 NORTH 117TH AVE, OMAHA, NE 68164 ("Trustor") and PINNACLE BANK, whose address is LINCOLN BRANCH OFFICE, 1401 N STREET, LINCOLN, NE 68508 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated January 6, 2012 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nebraska, as follows:

RECORDED AS INSTRUMENT #2012002804 BY THE DOUGLAS COUNTY REGISTER OF DEEDS .

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 15475 RUGGLES ST, OMAHA, NE 68116. The Real Property tax identification number is 2523880323.

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

The Word "Note" now means the promissory note dated February 25, 2016 in the original principal amount of \$2,500,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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 FEBRUARY 25, 2016.

TRUSTOR:

WP RETAIL, LLC

By:

GEORGE W. VENTEICHER, MEMBER of WP RETAIL, LLC

By:

FRANK H. KULIG, MEMBER of WP RETAIL, LLC

LENDER:

PINNACLE BANK

Luke J Traynowicz, Vice President

MODIFICATION OF DEED OF TRUST
(Continued)

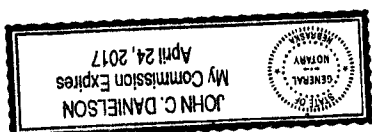
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
COUNTY OF Douglas) SS
)

On this 25th day of February, 20 16, before me, the undersigned Notary Public, personally appeared **GEORGE W. VENTEICHER, MEMBER of WP RETAIL, 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 [Signature]
Printed Name: John Danielson
Notary Public in and for the State of Ne
Residing at Omaha
My commission expires 4/24/17

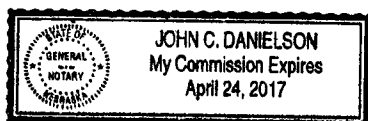


LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
COUNTY OF Douglas) SS
)

On this 25 day of February, 20 16, before me, the undersigned Notary Public, personally appeared **FRANK H. KULIG, MEMBER of WP RETAIL, 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 [Signature]
Printed Name: John Danielson
Notary Public in and for the State of Ne
Residing at Omaha
My commission expires 4/24/17

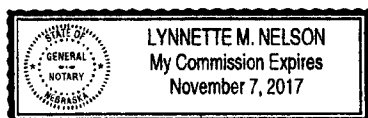


LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
COUNTY OF Lancaster) SS
)

On this 22nd day of February, 20 16, before me, the undersigned Notary Public, personally appeared **Luke J Traynowicz**, and known to me to be the **Vice President**, authorized agent for **PINNACLE BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **PINNACLE BANK**, duly authorized by **PINNACLE 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 **PINNACLE BANK**.

By [Signature]
Printed Name: Lynnette M. Nelson
Notary Public in and for the State of Nebraska
Residing at Lincoln
My commission expires 11-7-17



LEGAL DESCRIPTION

EXHIBIT "A"

Lot 2, in WEST POINT REPLAT TWO, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska;

Together with easement rights appurtenant thereto as established by Declaration of Covenants, Conditions, Restrictions and Easements For West Point (South) dated October 15, 2002 and recorded October 15, 2002, in Book 1467 at Page 296, as supplemented by Subsidiary Declaration dated October 15, 2002 and recorded October 15, 2002, in Book 1467 at Page 334, both of the Miscellaneous Records of Douglas County, Nebraska;

And, together with easement rights appurtenant thereto as established by Reciprocal Permanent Access Easement and Maintenance Agreement dated October 15, 2002 and recorded October 15, 2002, in Book 1467 at Page 286 of the Miscellaneous Records of Douglas County, Nebraska.