



MISC 2010105696



NOV 10 2010 08:00 P 2

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 FF 11th FB 15-20340
 S C/O COMP dw
 P SCAN FV

WHEN RECORDED MAIL TO:
 First Westroads Bank, Inc.
 15750 West Dodge Road
 Omaha, NE 68118

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 11/10/2010 08:00:41.47

 2010105696

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 1, 2010, is made and executed between Kilby Enterprises, L.L.C., a Nebraska Limited Liability Company ("Trustor") and First Westroads Bank, Inc., whose address is 15750 West Dodge Road, Omaha, NE 68118 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated February 11, 2009 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Recorded February 17, 2009 as Instrument No. 2009013996.

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

The West 45 feet of the East 80 feet of Lots 19 and 20, Block 4, Kilby Place, an Addition to the City of Omaha, Douglas County, Nebraska
 AND
 The East 35 feet of Lots 19 and 20, Block 4, Kilby Place, an Addition to the City of Omaha, Douglas County, Nebraska

The Real Property or its address is commonly known as 3915-3917 and 3919-3921 Davenport St., Omaha, NE 68131. The Real Property tax identification number is 4475000414/4475000214.

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

The word "Note" means the Promissory Note dated ~~October 29, 2010~~ ^{November 1, 2010} in the original principal amount of \$131,072.46, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit 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 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 1, 2010.

TRUSTOR:

KILBY ENTERPRISES, L.L.C.

By: *Lee J. Ehlers*
 Lee J. Ehlers, Managing Member of Kilby Enterprises, L.L.C.

By: *Ellen M. Ehlers*
 Ellen M. Ehlers, Member of Kilby Enterprises, L.L.C.

LENDER:

FIRST WESTROADS BANK, INC.

x *James W. [Signature]*
 Authorized Officer

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MODIFICATION OF DEED OF TRUST
(Continued)

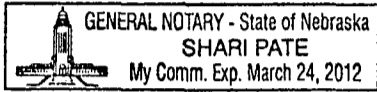
Loan No: 9202

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 1st day of November, 20 10, before me, the undersigned Notary Public, personally appeared Lee J. Ehlers, Managing Member of Kilby Enterprises, L.L.C. and Ellen M. Ehlers, Member of Kilby Enterprises, L.L.C., 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.

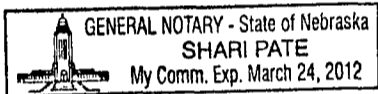


By Shari Pate
Notary Public in and for the State of Nebraska
Residing at Omaha
My commission expires 3/24/12

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 1st day of November, 20 10, before me, the undersigned Notary Public, personally appeared James W. Kreska, and known to me to be the Senior Vice President, authorized agent for First Westroads Bank, Inc. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Westroads Bank, Inc., duly authorized by First Westroads Bank, Inc. 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 Westroads Bank, Inc.



By Shari Pate
Notary Public in and for the State of Nebraska
Residing at Omaha
My commission expires 3/24/12