



MISC 2017010582



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
02/08/2017 14:29:45.00



2017010582

WHEN RECORDED MAIL TO:

Five Points Bank
Omaha Branch
8820 Arbor St
PO Box 24889
Omaha, NE 68124

FOR RECORDER'S USE ONLY

FIVE POINTS BANK

MODIFICATION OF DEED OF TRUST



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THIS MODIFICATION OF DEED OF TRUST dated February 7, 2017, is made and executed between **TINCHER INVESTMENTS CO., INC., A NEBRASKA CORPORATION** whose address is **5450 L STREET, OMAHA, NE 68117 ("Trustor")** and **Five Points Bank**, whose address is **Omaha Branch, 8820 Arbor St, PO Box 24889, Omaha, NE 68124 ("Lender")**.

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated September 1, 2016 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nebraska, as follows:

RECORDED SEPTEMBER 9, 2016 AS INSTRUMENT NUMBER 2016074607.

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

LOT 1, INTRANSIT ADDITION REPLAT 3, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA

The Real Property or its address is commonly known as 5450 L STREET, OMAHA, NE 68117. The Real Property tax identification number is 1702207014.

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

MODIFY THE PARAGRAPH "NOTE".

The word "Note" means the promissory notes dated September 1, 2016, in the original principal amount of \$990,000.00 and February 7, 2017, in the original principal amount of \$100,000.00 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.

INCLUDE CROSS-COLLATERALIZATION.

In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Trustor to Lender, or any one or more of them, as well as all claims by Lender against Trustor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Trustor may be liable individually or jointly with others, whether

**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 101302330

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obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 FEBRUARY 7, 2017.

TRUSTOR:

TINCHER INVESTMENTS CO., INC.

By: 

MARK A. TINCHER, PRESIDENT AND SECRETARY of TINCHER INVESTMENTS CO., INC.

LENDER:

FIVE POINTS BANK

X 

Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 101302330

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CORPORATE ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 7 day of February, 20 17, before me, the undersigned Notary Public, personally appeared **MARK A TINCHER, PRESIDENT AND SECRETARY of TINCHER INVESTMENTS CO., 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.

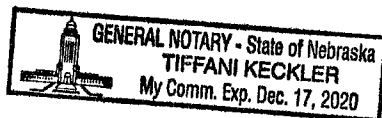


By Tiffani Keckler
Printed Name: _____
Notary Public in and for the State of _____
Residing at _____
My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 7 day of February, 20 17, before me, the undersigned Notary Public, personally appeared Steve Olsen, and known to me to be the Sr. Vice President, authorized agent for **Five Points Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Five Points Bank**, duly authorized by **Five Points 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 **Five Points Bank**.



By Tiffani Keckler
Printed Name: _____
Notary Public in and for the State of _____
Residing at _____
My commission expires _____