



Return To: Loan Department, First State Bank, 5370 S 72<sup>nd</sup> Street, Ralston, NE 68127

Prepared By: Loan Department, First State Bank, 5370 S 72<sup>nd</sup> Street, Ralston, NE 68127

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**MODIFICATION OF DEED OF TRUST**

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**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is July 20, 2018. The parties and their addresses are:

**TRUSTOR (Grantor):**

Oak View Associates, LLC  
A Nebraska Limited Liability Company  
19927 Logan Cir  
Omaha, NE 68130

**TRUSTEE:**

**FIRST STATE BANK**  
A Nebraska Corporation  
5370 S 72<sup>nd</sup> Street  
Ralston, NE 68127

**BENEFICIARY (Lender):**

**FIRST STATE BANK**  
Organized and existing under the laws of Nebraska  
5370 S 72<sup>nd</sup> Street  
Ralston, NE 68127

- 1. BACKGROUND.** Grantor and Lender entered into a security instrument dated March 31, 2017 and recorded on April 6, 2017 (Security Instrument). The Security Instrument was recorded in the records of Douglas County, Nebraska at INSTRUMENT NUMBER 2017025897 and covered the following described Property:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

The Property is located in Douglas County 3405 Oak View Dr, Omaha, NE 68144.

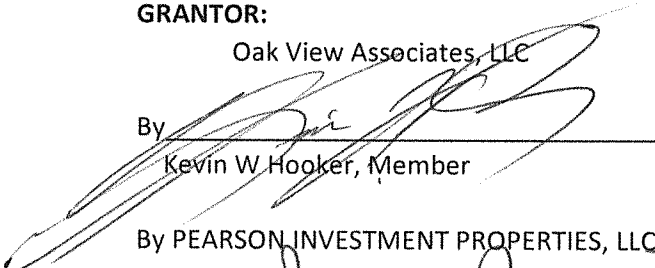
- 2. MODIFICATION.** For the value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.  
The Security Instrument is modified as follows:
  - A. Maximum Obligation Limit.** The maximum obligation provision of the Security Instrument is modified to read:
    - (1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$1,851,750.01. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
  - B. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:
    - (1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instruments will secure each of the following:
      - (a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated March 31, 2017, from Grantor to Lender, with a modified loan amount of \$1,851,750.01.

- (b) Future Advances. All future advances from Lender to Grantor under the Specific Debts executed by Grantor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Grantor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.
  - (c) All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan", as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to the other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or Real Estate Settlement Procedure Act (Regulation X) that are required for loans secured by the Property.
  - (d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
3. **WARRANTY OF TITLE.** Grantor warrants that Grantor continues to be lawfully seized by the estate conveyed by the Security Instrument and has the right to irrevocably grant, convey, and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
4. **CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of this Security Instrument shall remain in full force and effect.

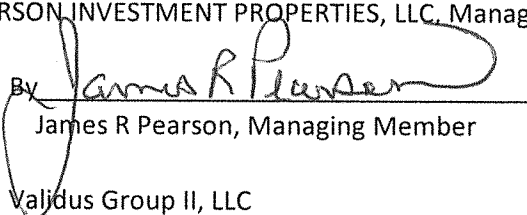
**SIGNITURES.** By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

**GRANTOR:**

Oak View Associates, LLC

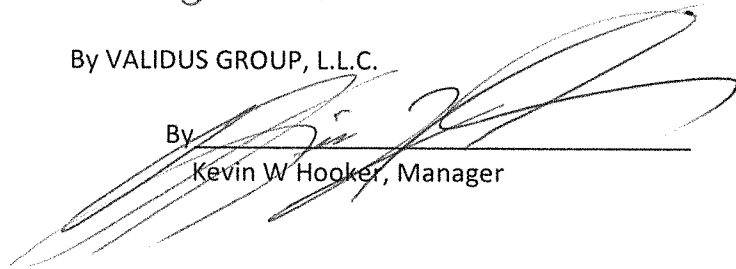
By   
Kevin W. Hooker, Member

By PEARSON INVESTMENT PROPERTIES, LLC, Manager

By   
James R. Pearson, Managing Member

Validus Group II, LLC

By VALIDUS GROUP, L.L.C.

By   
Kevin W. Hooker, Manager

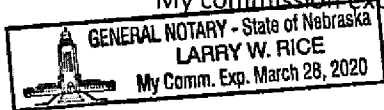
**LENDER:**

First State Bank  
By [Signature]  
Larry Rice, Vice President

**ACKNOWLEDGEMENT.**

STATE OF NEBRASKA, COUNTY OF DOUGLAS ss. <sup>23</sup>  
This instrument was acknowledged before me this 20<sup>th</sup> day of July, 2018 by James R Pearson, Managing Member of Pearson Investment Properties, LLC, Manager of Oak View Associates LLC, a Nebraska Limited Liability Company, and Kevin W Hooker, Member of Oak View Associates, LLC, a Nebraska Limited Liability Company,, on behalf of the Limited Liability Company.

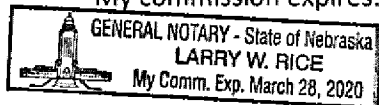
My commission expires:



[Signature]  
(Notary Public)

STATE OF NEBRASKA, COUNTY OF DOUGLAS ss. <sup>23</sup>  
This instrument was acknowledged before me this 20<sup>th</sup> day of July, 2018 by Kevin W hooker, manager of Validus Group, L.L.C., a limited liability company, manager of Validus Group II, LLC, a Nebraska Limited Liability Company, on behalf of the Limited Liability Company.

My commission expires:

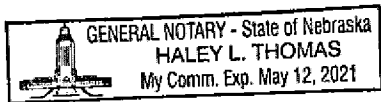


[Signature]  
(Notary Public)

**(Lender Acknowledgement)**

STATE OF NEBRASKA, COUNTY OF DOUGLAS ss. <sup>23</sup>  
This instrument was acknowledged before me this 20<sup>th</sup> day of July, 2018 by Larry Rice, Vice President of First State Bank, a corporation, on behalf of the corporation.

My commission expires: <sup>5-12-21</sup>



[Signature]  
(Notary Public)

EXHIBIT 'A'

Unit 2 of the Oakview Drive Condominiums property regime organized under the laws of the State of Nebraska, pursuant to Declaration of Oakview Drive Condominiums, recorded April, 3, 2017 at Instrument No. 2017024878 including all common elements and limited common elements allocable to the above identified Unit, and vested in the Unit owner pursuant to Neb. Rev. Stat. 76-827.