



MISC 2016050084



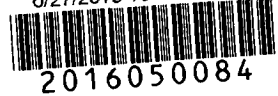
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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 6/27/2016 13:00:56.50



2016050084

Return To: Loan Department, Enterprise Bank, 12800 W Center Road, Omaha, NE 68144

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### MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is June 22, 2016. The parties and their addresses are:

**TRUSTOR (Grantor):**  
 IZARD-45, LLC  
 A Nebraska Limited Liability Company  
 4383 NICHOLAS ST SUITE 300  
 OMAHA, NE 68131

**TRUSTEE:**  
 ENTERPRISE BANK, FORMERLY KNOWN AS ENTERPRISE BANK, N.A.  
 a Nebraska Financial Institution  
 12800 W CENTER RD  
 OMAHA, NE 68144

**BENEFICIARY (Lender):**  
 ENTERPRISE BANK, FORMERLY KNOWN AS ENTERPRISE BANK, N.A.  
 Organized and existing under the laws of Nebraska  
 12800 W Center Road  
 Omaha, NE 68144

1. BACKGROUND. Grantor and Lender entered into a security instrument dated December 19, 2012 and recorded on January 10, 2013 (Security Instrument). The Security Instrument was recorded in the records of Douglas County, Nebraska at 2013003274 and covered the following described Property:

SEE ATTACHED EXHIBIT "A"

IZARD-45, LLC  
 Nebraska Real Estate Modification  
 NE/4XXXCARLA0000000009887015N

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 Systems™ Initials \_\_\_\_\_ Page 1

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The property is located in Douglas County at 4383 IZARD ST, OMAHA, Nebraska 68131.

**2. MODIFICATION.** For 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. 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 Instrument 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, No. 14632, dated June 22, 2016, from Grantor to Lender, with a modified loan amount of \$356,108.00.

(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) 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 of 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 the Security Instrument shall remain in full force and effect.

**5. ADDITIONAL TERMS.** Future advances secured by this security agreement include, but are not limited to, future advances in the form of the overdrafts and depository obligations owed to bank and obligations owed to bank under any credit card or purchasing card products.

Pursuant to Neb. Rev. Stat. §76-1008(3) of the Nebraska Trust Deeds Act, a copy of any notice of default and a copy of any notice of sale thereunder will be mailed to each person who is a party to this Deed of Trust at the addresses set forth herein in the manner and at the time required in the Nebraska Trust Deeds Act.

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

**GRANTOR:**

IZARD-45, LLC



By \_\_\_\_\_  
RAYMOND C TRIMBLE, Managing Member

**LENDER:**

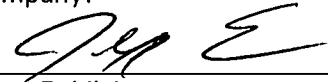
Enterprise Bank, formerly known as Enterprise Bank, N.A.

By  \_\_\_\_\_  
Jeff Eikmeier, Sr. Vice President

**ACKNOWLEDGMENT.**

State \_\_\_\_\_ OF Nebraska, County \_\_\_\_\_ OF Douglas ss.  
This instrument was acknowledged before me this 22 day of June,  
2016 by RAYMOND C TRIMBLE - Managing Member of IZARD-45, LLC, a Limited  
Liability Company on behalf of the Limited Liability Company.

My commission expires:

  
\_\_\_\_\_  
(Notary Public)



(Lender Acknowledgment)

State OF Nebraska County OF Douglas ss.  
This instrument was acknowledged before me this 22<sup>nd</sup> day of June,  
2016 by Jeff Eikmeier -- Sr. Vice President of Enterprise Bank, formerly known as  
Enterprise Bank, N.A., a corporation, on behalf of the corporation.

My commission expires:



  
\_\_\_\_\_  
(Notary Public)

All of Lots 9, 10 and 11, in Block 4, in WALNUT HILL, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with the North Half (N1/2) of the vacated alley adjacent thereto on the South;

And,

That part of Lots 12, 13 and 14, in Block 4, in WALNUT HILL, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, lying Westerly of the Westerly line of the abandoned Missouri Pacific Railroad right-of-way, together with the South Half (S1/2) of the vacated alley adjacent thereto on the North, EXCEPT the South 13.00 feet of said Lot 12 taken for Cuming Street right-of-way;

And,

That part of the abandoned Missouri Pacific Railroad right-of-way lying within Lots 6, 7, 8, 12, 13, 14 and 15, in Block 4, in WALNUT HILL, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, described as follows:

Commencing at the Northeast corner of Lot 4, in said Block 4; thence West (assumed bearing), 115.00 feet, on the North line of said Block 4, to the Point of Beginning; thence South 27°24'09" West, 177.94 feet, to the centerline of the vacated alley running through said Block 4; thence South 36°06'24" West, 179.49 feet, to the North line of Cuming Street, said North line being 13.00 feet North of the South line of said Block 4; thence South 89°58'41" West, 59.74 feet, on the North line of Cuming Street and on a line 13.00 feet North of and parallel to the South line of said Block 4, to the Westerly line of said abandoned railroad; thence North 37°12'33" East, 102.99 feet, on the West line of said abandoned railroad, to the West line of Lot 14, in said Block 4; thence South 00°04'47" West, 7.50 feet, on the West line of said abandoned railroad and on the West line of Lot 14, in said Block 4; thence Northeasterly, on the Westerly line of said abandoned railroad, on a 1,382.39 foot radius curve to the left, chord bearing North 32°40'25" East, chord distance 74.25 feet, an arc distance of 74.26 feet, to a point on the North line of Lot 14, in said Block 4, said point being 10.00 feet West of the Northeast corner of said Lot 14; thence North 00°00'38" West, 8.00 feet, to the centerline of the vacated alley running through said Block 4; thence North 89°59'22" East, 10.01 feet, on the centerline of said vacated alley, to a point on the Southerly extension of the West line of Lot 8, in said Block 4; thence North 00°04'12" East, 157.98 feet, on the West line of said Lot 8, to the Northwest corner of said Lot 8; thence East, 134.85 feet, on the North line of said Block 4, to the Point of Beginning.