



MISC 2013016259

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 FEE 28.00 PD 39-05920
 BKP _____ C/O _____ COMP _____
 DEL _____ SCAN _____ FV _____



FEB 19 2013 08:55 P 4

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 2/19/2013 08:55:02.53



2013016259

Recording Requested By:
 WELLS FARGO BANK,
 NATIONAL ASSOCIATION
 10010 Regency Circle
 Omaha, NE, 68114-3732

Smpt# 12100338464

✓

And After Recording, Return To:
 WELLS FARGO BANK,
 NATIONAL ASSOCIATION
 BBSG - San Antonio Loan Ops LDI
 P.O. Box 65119, San Antonio, TX 78265
 Attn: LDI

MODIFICATION OF DEED OF TRUST

This Modification of Deed of Trust (this "Modification") is entered into as of October 26, 2012, by and between Ascom Holdings, LLC ("Trustor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Beneficiary").

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Deed of Trust dated as of October 12, 2011, executed by Trustor, in favor of Beneficiary, and recorded on December 8, 2011, as Instrument (Serial) No. 2011105519, of the Official Records of Douglas County, Nebraska, as modified from time to time ("Deed of Trust"), with respect to the real property described on Exhibit A attached hereto and incorporated herein by this reference.

Cashier's Checks 0138319239 &
 0138319240



~~Cashier's Checks 0138318174 & 0138318175~~

B. The obligations secured by the Deed of Trust have been modified, or certain additional obligations have been or are to be incurred which are to be secured by the Deed of Trust, or other modifications to the Deed of Trust have become necessary, and Trustor and Beneficiary have agreed to modify the Deed of Trust to accurately reflect the obligations as secured thereby or such other modifications.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Deed of Trust is hereby modified to include within the indebtedness and obligations secured by the Deed of Trust, the payment to Beneficiary of all indebtedness and performance of all obligations evidenced by and arising under that promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, dated as of October 26, 2012, evidencing indebtedness of Ascom Holdings, LLC to Beneficiary in the principal amount of \$500,000.00 (which represents the refinancing of that certain promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt dated as of October 12, 2011, and secured by the Deed of Trust), together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced, even if not specifically referenced therein.

2. The Deed of Trust is hereby modified to include within the indebtedness and obligations secured by the Deed of Trust, the payment of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Beneficiary in connection with any promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, at anytime secured by the Deed of Trust:

3. The real property and the whole thereof described in the Deed of Trust shall remain subject to the lien, charge or encumbrance of the Deed of Trust and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes, loan or credit agreements, confirmation letters and disclosures, or other evidences of debt and/or the Deed of Trust.

4. All terms and conditions of the Deed of Trust not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Deed of Trust shall be read together, as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

BENEFICIARY:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: 

Colin Tague
Title: Lender

TRUSTOR:

Ascom Holdings, LLC

By: 

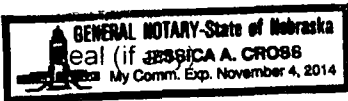
Name: Sylvia E. Batista
Title: Member

Source ID
BLAST Job ID 567280016
SMP #
Obligor 0264345926
Obligation 18
Processor Initials AD

BENEFICIARY ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF Douglas)

On this 30th day of October, 2012, before me, the undersigned Notary Public, personally appeared Colin Tague and known to me to be the Lender, authorized agent for the Wells Fargo Bank, National Association, a national banking association, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said national banking association, duly authorized by the national banking association 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.

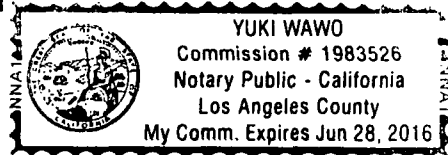


Notary Signature: Jessica Cross
My commission expires: 11-4-14

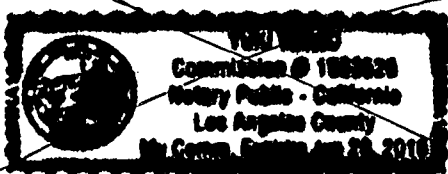
N/A
Serial Number, if any

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of ~~Nebraska~~ California
County of Los Angeles



The foregoing instrument was acknowledged before me this 10 day of October, 2012, by Sylvia E. Batista, member on behalf of Ascom Holdings, LLC, a limited liability company.



[Signature]
Signature of Person Taking Acknowledgment
Notary Public
Title or Rank

[Signature]
Serial Number, if any

**EXHIBIT A
TO
MODIFICATION OF DEED OF TRUST**

Legal Description of Property:

Real property in the City of Omaha, County of Douglas, State of Nebraska, described as follows: Lots 1, 2, 3, 4, 5, and 6, in Block 9, in Carthage Addition, an Addition to the City of Omaha, Douglas County, Nebraska, together with the South half of vacated Caldwell Street adjacent to said Lot 1 on the North and together with the East half of the vacated alley adjacent to said Lots on the West.