

MISC 2016105484



DEC 16 2016 14:28 P 5

MISC. ME

5 FEE 34.00 FB 39-05920.

BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMPSU \_\_\_\_\_

6 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 12/16/2016 14:28:56.03



2016105484

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

**And After Recording, Return To:**  
 WELLS FARGO BANK, NATIONAL ASSOCIATION  
 BBOCS Business Lending Loan Operations LDI  
 P.O. Box 65119  
 San Antonio, TX 78265  
 Attn: Collateral Processing



**MODIFICATION OF DEED OF TRUST**

This Modification of Deed of Trust (this "Modification") is entered into as of August 16, 2016, by and between BOWLING GREEN APARTMENTS, LLC, a Nebraska Limited Liability Company ("Trustor") located at 4721 N 66<sup>th</sup> ST Omaha, NE 68104, and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Beneficiary"), with an office located at 10010 Regency Circle Omaha, NE 68114.

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 July 12, 2013, executed by Trustor to Wells Fargo Financial National Bank, as Trustee, in favor of Beneficiary, and recorded on August 15, 2013, as Instrument (Serial) No. 2013083592, of the Official Records of Douglas County, Nebraska, and subsequently re-recorded on December 18, 2013 as Instrument (Serial) No. 2013123894, 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.

WELL7

#0138359193

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 August 16, 2016, evidencing indebtedness of Bowling Green Apartments, LLC to Beneficiary in the principal amount of \$674,579.58 (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 July 12, 2013, 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. As referenced and provided in the Deed of Trust, the maturity date stated for that certain promissory note loan or credit agreement, confirmation and disclosure or other evidence of debt, dated as of July 12, 2013, in the original principal amount of \$745,000.00, is hereby removed and deleted.

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:

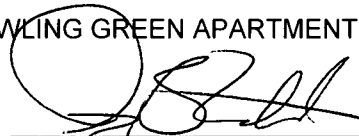


Zack Breazeale  
Title: Commercial Loan Officer

TRUSTOR:

BOWLING GREEN APARTMENTS, LLC

By:



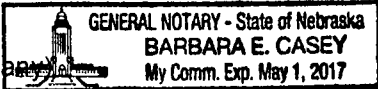
Name: Sylvia E Batista  
Title: Managing Member

BLAST Job ID 1116813867  
Obligor 3327222744  
Obligation 18  
Processor Initials JLK

**BENEFICIARY ACKNOWLEDGMENT**

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF Douglas )

On this 21 day of November, 20 16, before me, the undersigned Notary Public, personally appeared **Zack Breazeale** and known to me to be the **Commercial Loan Officer**, 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.



Seal (if any)

Notary Signature: Barbara E. Casey  
My commission expires: 5-1-2017

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

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

The foregoing instrument was acknowledged before me this 17 day of November, 2016, by **Sylvia E Batista**, member/manager on behalf of **BOWLING GREEN APARTMENTS, LLC**, a limited liability company.

[Signature]  
Signature of Person Taking Acknowledgment  
Notary Public  
Title or Rank  
2107300  
Serial Number, if any

*see Attached*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

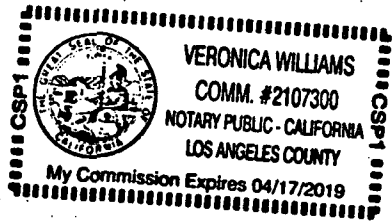
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On 11/17/2016 before me, Veronica Williams "Notary Public"  
Date Here Insert Name and Title of the Officer  
personally appeared Sylvia E. Batista  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

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

Legal Description of Property:

**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**