

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2017-16069

2017 Jul 10 08:43:23 AM

Sheryl J. Dowling
REGISTER OF DEEDS



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| COUNTER_JS |
| VERIFY_JS |
| FEES \$ 22.00 |
| CHG_SFILE |
| SUBMITTED PREMIER BANK |

WHEN RECORDED MAIL TO:

Premier Bank
16802 Burke Street
Omaha, NE 68118

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 7, 2017, is made and executed between B.H.I. DEVELOPMENT, INC., A NEBRASKA CORPORATION, whose address is 11205 SOUTH 150TH STREET, SUITE 100, OMAHA, NE 68138; ("Trustor") and Premier Bank, whose address is 16802 Burke Street, Omaha, NE 68118 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated October 31, 2014 (the "Deed of Trust") which has been recorded in SARPY County, State of Nebraska, as follows:

RECORDED ON NOVEMBER 5, 2014 IN THE OFFICE OF THE SARPY COUNTY REGISTER OF DEEDS AT INSTRUMENT NUMBER 2014-24742.

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

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 31.915 ACRES NWC 126TH & HWY 370, OMAHA, NE.

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

PRINCIPAL INCREASE TO \$1,461,000.00.

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 endorser 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 JULY 7, 2017.

TRUSTOR:

B.H.I. DEVELOPMENT, INC.

By: *Gerald L. Torczon*
GERALD L. TORCZON, President of B.H.I. DEVELOPMENT, INC.

LENDER:

PREMIER BANK
X *Todd Clevenger*
Todd Clevenger, Executive Vice President

CORPORATE ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 7th day of July, 20 17, before me, the undersigned Notary Public, personally appeared **GERALD L. TOPCZON, President of B.H.I. DEVELOPMENT, 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 Holly J. Jochims
Printed Name: Holly J. Jochims
Notary Public in and for the State of NE
Residing at Omaha, NE
My commission expires March 27, 2018

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 7th day of July, 20 17, before me, the undersigned Notary Public, personally appeared **Todd Cleveland**, and known to me to be the **Executive Vice President**, authorized agent for **Premier Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Premier Bank**, duly authorized by **Premier 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 **Premier Bank**.



By Holly J. Jochims
Printed Name: Holly J. Jochims
Notary Public in and for the State of NE
Residing at Omaha, NE
My commission expires March 27, 2018

LEGAL DESCRIPTION

A TRACT OF LAND BEING LOTS 1, 2 AND 3, HENRYS' HIGHLANDS REPLAT 1, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 30, TOGETHER WITH PART OF SAID SW1/4 OF SECTION 30, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SW1/4 OF SECTION 30; THENCE N02°30'53"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SW1/4 OF SECTION 30, A DISTANCE OF 209.10 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 370 AND THE WESTERLY RIGHT-OF-WAY LINE OF 126TH STREET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 3, HENRYS' HIGHLANDS REPLAT 1, AND ALSO BEING THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 370, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOTS 1 AND 3, HENRYS' HIGHLANDS REPLAT 1 ON THE FOLLOWING 3 DESCRIBED COURSES: S83°45'05"W, A DISTANCE OF 209.52 FEET; THENCE N88°13'46"W, A DISTANCE OF 440.27 FEET; THENCE S82°11'15"W, A DISTANCE OF 507.07 FEET TO A POINT ON THE EASTERLY LINE OF THE ABANDONED MISSOURI PACIFIC RAILROAD 100 FOOT RIGHT-OF-WAY; THENCE N02°19'33"E, A DISTANCE OF 498.55 FEET; THENCE NORTHEASTERLY ALONG SAID ABANDONED MISSOURI PACIFIC RAILROAD 100 FOOT RIGHT-OF-WAY ON A CURVE TO THE RIGHT WITH A RADIUS OF 5679.65 FEET, A DISTANCE OF 709.84 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N05°54'44"E, A DISTANCE OF 709.37 FEET; THENCE N87°29'07"E, A DISTANCE OF 455.83 FEET; THENCE N02°30'53"W, A DISTANCE OF 170.82 FEET; THENCE N77°35'06"E, A DISTANCE OF 325.20 FEET; THENCE N87°29'07"E, A DISTANCE OF 230.82 FEET TO A POINT ON SAID EAST LINE OF THE SW1/4 OF SECTION 30 SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF 126TH STREET; THENCE S02°30'53"E ALONG SAID EAST LINE OF THE SW1/4 OF SECTION 30, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF 126TH STREET, A DISTANCE OF 463.26 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 126TH STREET ON THE FOLLOWING 5 DESCRIBED COURSES: S13°14'48"W, A DISTANCE OF 7.36 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 133.00 FEET, A DISTANCE OF 30.91 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S19°54'15"W, A DISTANCE OF 30.84 FEET; THENCE S26°33'41"W, A DISTANCE OF 49.14 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 106.00 FEET, A DISTANCE OF 154.04 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S15°04'07"E, A DISTANCE OF 140.84 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 29.00 FEET, A DISTANCE OF 10.14 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S46°40'51"E, A DISTANCE OF 10.09 FEET TO A POINT ON SAID EAST LINE OF THE SW1/4 OF SECTION 30; THENCE S02°30'53"E ALONG SAID EAST LINE OF THE SW1/4 OF SECTION 30, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF 126TH STREET, AND ALSO THE EASTERLY LINE OF SAID LOT 3, HENRYS' HIGHLANDS REPLAT 1 AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 711.14 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 1,390,216 SQUARE FEET OR 31.915 ACRES MORE OR LESS.