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MODIFICATION OF NOTE AND DEED OF TRUST

Loan No. 01-725515-07

This Modification is made this 27th day of May, 2010 by and between Jeffrey J. Fredrick a single person (hereinafter called Borrower) and Lincoln Federal Savings Bank of Nebraska, the lender, formerly Lincoln Federal Savings and Loan Association, (hereinafter called LFSB). The parties hereto recite and agree as follows: WHEREAS, Borrower made and executed a Note and Deed of Trust payable to the order of LFSB in the principal amount of \$1,545,000.00 on May 31, 2007, WHEREAS, to secure said indebtedness Borrower executed said Deed of Trust on certain property located in Lancaster County, Nebraska, more particularly described as follows:

Lots One (1), and Two (2), Block One (1), York's Subdivision, Lincoln, Lancaster County, Nebraska.

Said Deed of Trust being filed on June 6, 2007, on Page Number n/a in Book Number n/a or as Instrument No. 2007028164 in the office of the Register of Deeds of Lancaster County, Nebraska; and NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, the parties hereto agree to modify the aforesaid Deed of Trust and Note in the following respects:

Borrower has requested and Lender has agreed to an additional advance on this loan in the amount of \$76,297.32, making the outstanding principal balance \$1,545,000.00. This amount will be amortized over the remaining term of this loan (265 months). The principal and interest payment due June 1, 2010 will be \$10,674.58. Due to the new balance and an interest rate change effective June 1, 2010 the payments beginning July 1, 2010 will be \$11,042.90.

All other terms of the loan shall remain unchanged and in full force and effect.

As of the date hereof, the principal balance remaining due and payable under the aforesaid Note and secured by the Deed of Trust is \$1,545,000.00. The interest rate shall be 6.75% FIXED ADJUSTABLE. The monthly installment of principal and interest payable to LFSB will be \$10,674.58 (P&I) + \$4,687.89 (Escrow) = \$15,362.47 (Total) commencing on the 1st day of June, 2010, and continuing on the 1st day of each month thereafter until the next adjustment date (if an adjustable rate loan) and/or until this Note is fully paid, except that if not sooner paid, the final payment of principal and interest shall be due and payable on the 1st day of June, 2032. This Modification is being made with the full knowledge of all parties to the loan.

IT IS HEREBY FURTHER AGREED that all the stipulations, provisions, conditions and covenants of said principal Note and Deed of Trust shall remain in full force and effect, except as herein modified, and nothing herein contained shall be construed to impair the security or lien of the holder of said Deed of Trust nor to affect nor impair any right or powers which it may have under said Note and Deed of Trust for nonfulfillment thereof.

CROSS-COLLATERAL PROVISION. In addition to the indebtedness evidenced by the Note and other obligations secured hereby and all future advances made at Lender's option or advanced to protect the security of the Deed of Trust, This Deed of Trust shall further secure all other obligations, debts and liabilities, plus interest thereon, of Borrower, or any one or more of them, to Lender, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower may be liable individually or jointly with others, and whether obligated a guarantor, surety, accommodation party or otherwise.

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ONGOING FINANCIAL INFORMATION REQUIREMENT. Borrower shall furnish to lender, financial information of sufficient quality as dictated by the lender, annually, within 120 days of the borrower's fiscal year-end, unless more frequent submission is specified by the lender. Such financial information may relate to any borrower on the subject loan or any related entity of any borrower, as well as, any principal of any borrower, or any guarantor of the subject loan. Requested financial information may include balance sheets, income statements, business or personal federal income tax returns, property operating statements, property rent rolls, and relevant lease agreements. If borrower fails to furnish requested financial information within the timeframes specified, lender shall, at its option, have the right to increase the interest rate on the subject loan to the maximum legally allowable rate until the requested information is received by the lender.

IN TESTIMONY WHEREOF, the parties hereto have set their hands this 27th day of May, 2010.

Jeffrey J. Fredrick Borrower(s)
Jeffrey J. Fredrick
Borrower(s)

STATE OF NEBRASKA)
COUNTY OF LANCASTER)SS.

On this 27th day of May, 2010, before me the undersigned a Notary Public, duly commissioned and qualified for in said County, personally came Jeffrey J. Fredrick personally known to me to be the identical person(s) whose name(s) are affixed to the above instrument and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written. *John C. Haney*
Notary Public

My Commission Expires: 6-24-2013



LINCOLN FEDERAL SAVINGS BANK OF NEBRASKA, formerly LINCOLN FEDERAL SAVINGS AND LOAN ASSOCIATION

By *Carl Alente* ATTEST: *Matthew J. [Signature]*
Authorized Signature Assistant Secretary