



MISC 2017064392



AUG 16 2017 11:33 P 2

MISC  
 FEE 10.00 FB 61-11247  
 2 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP SN  
 1 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

ME

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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 8/16/2017 11:33:09.39  
  
 2017064392

WHEN RECORDED MAIL TO:  
Alerus Financial, N.A.  
 Loan Operations  
 P.O. Box 6001  
 Grand Forks, ND 58206-6001

FOR RECORDER'S USE ONLY

### MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 8, 2017, is made and executed between Silk Hospitality, LLC, a North Dakota Limited Liability Company, whose address is 27 Briarwood Pl, Fargo, ND 58104 ("Trustor") and Alerus Financial, N.A., whose address is 2300 S Columbia Rd, Grand Forks, ND 58201 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated September 29, 2014 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Document No. 2014077475 on October 1, 2014 at 16:13:38:00.

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

Lot 1, Empire Park Replat 6, an Addition to the City of Omaha, Douglas County, Nebraska, Except that part deeded to the City of Omaha by Warranty Deed filed November 18, 2013, as Instrument No. 2013115235, described as follows: Beginning in the northeast corner of said Lot 1; thence S19°24'02"W along the east property line, a distance of 17.00 feet; thence N24°59'09"W for a distance of 24.30 feet to the beginning of a non-tangential curve; through an angle of 02°26'44", a radius of 398.28 feet, a chord bearing S69°22'36"E and a cord length of 17.00 feet along the south "M" Street right of way line to the point of beginning.

The Real Property or its address is commonly known as 10829 M Street, Omaha, NE 68137. The Real Property tax identification number is 1023592330.

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

Rate Increase and extend the maturity date from October 1, 2017 to August 1, 2022.

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 hereby ratifies and affirms that Trustor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Trustor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Deed of Trust shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

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 AUGUST 8, 2017.

TRUSTOR:

SILK HOSPITALITY, LLC

By: Bhanu Odedra Mistry  
 Bhanu Odedra Mistry, Member of Silk Hospitality, LLC

By: Bhargav M. Mistry  
 Bhargav M. Mistry, Member of Silk Hospitality, LLC

CHK 4004186

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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 866398002

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LENDER:

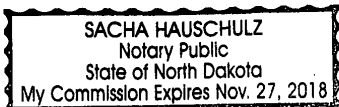
ALERUS FINANCIAL, N.A.

X [Signature]  
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF North Dakota )  
 ) SS  
COUNTY OF CASS )

On this 8th day of August, 2017, before me, the undersigned Notary Public, personally appeared Bhanu Odedra Mistry, Member of Silk Hospitality, LLC and Bhargav M Mistry, Member of Silk Hospitality, LLC, and known to me to be members or designated agents of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

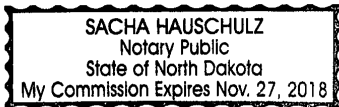


By [Signature]  
Printed Name: Sacha Hauschulz  
Notary Public in and for the State of ND  
Residing at Alerus Financial  
My commission expires Nov. 27, 2018

LENDER ACKNOWLEDGMENT

STATE OF North Dakota )  
 ) SS  
COUNTY OF CASS )

On this 8th day of August, 2017, before me, the undersigned Notary Public, personally appeared Jeff Booth, and known to me to be the Credit Representative, authorized agent for Alerus Financial, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Alerus Financial, N.A., duly authorized by Alerus Financial, N.A. 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 Alerus Financial, N.A.



By [Signature]  
Printed Name: Sacha Hauschulz  
Notary Public in and for the State of ND  
Residing at Alerus Financial  
My commission expires Nov. 27, 2018