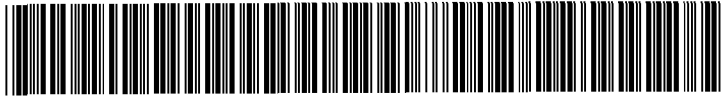


MISC 2016053984



JUL 08 2016 15:23 P 3

Fee amount: 22.00
FB: 19-14880
COMP: MB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
07/08/2016 15:23:08.00



2016053984

WHEN RECORDED MAIL TO:

Mutual of Omaha Bank
Mail Code: BAZ-04050
4950 S 48th Street
Phoenix, AZ 85040

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 24, 2016, is made and executed between Re-Vest, LLC, a Nebraska limited liability company, whose address is 24605 Chicago St., Waterloo, NE 68069 ("Trustor") and Mutual of Omaha Bank, whose address is Main Bank, 3333 Farnam Street, Omaha, NE 68131 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated April 1, 2016 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Recorded April 5, 2016 in Register of Deeds, Douglas County, NE #2016024242.

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

North 50 feet of Lots 9, 10 and 11, except the West 8 feet of Lot 11, all in Block 10, Hanscom Place, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

The Real Property or its address is commonly known as 1332-1334 S. 30th Street, Omaha, NE 68105. The Real Property tax identification number is 3573 0000 12.

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

Increase the principal amount to **\$190,000.00** and add **CROSS-COLLATERALIZATION** language.

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.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Trustor to Lender, or any one or more of them, as well as all claims by Lender against Trustor 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 Trustor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

MODIFICATION OF DEED OF TRUST
(Continued)

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Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

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 JUNE 24, 2016.

TRUSTOR:

RE-VEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY

By: Rodney J. Krimmel

Rodney J. Krimmel, Managing Member of Re-Vest, LLC, a Nebraska limited liability company

LENDER:

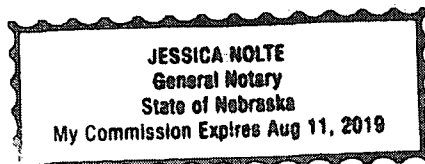
MUTUAL OF OMAHA BANK

[Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 24th day of June, 20 16, before me, the undersigned Notary Public, personally appeared Rodney J. Krimmel, Managing Member of Re-Vest, LLC, a Nebraska limited liability company, and known to me to be member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.



By: Jessica Nolte
Printed Name: JESSICA NOLTE
Notary Public in and for the State of NE
Residing at Omaha
My commission expires 8-11-19

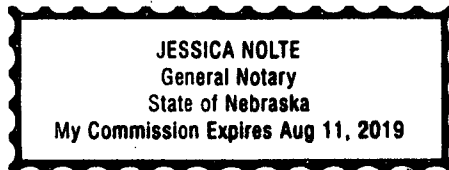
MODIFICATION OF DEED OF TRUST
(Continued)

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
COUNTY OF Douglas) SS
)

On this 24th day of June, 20 16, before me, the undersigned Notary Public, personally appeared FOREST NEWBURN, and known to me to be the RM authorized agent for Mutual of Omaha Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Mutual of Omaha Bank, duly authorized by Mutual of Omaha 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 Mutual of Omaha Bank.



By Jessica Nolte
Printed Name: Jessica Nolte
Notary Public in and for the State of NE
Residing at: Omaha
My commission expires 8.11.19