



MISC 2016073142



SEP 06 2016 16:25 P 2

Fee amount: 16.00
FB: 61-28735
COMP: SB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
09/06/2016 16:25:02.00



2016073142

WHEN RECORDED MAIL TO:

Great Western Bank
Loan Administration Department
9290 W Dodge Rd 401
Omaha, NE 68114

FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST
AND ASSIGNMENT OF RENTS**



THIS MODIFICATION OF DEED OF TRUST dated August 30, 2016, is made and executed between BASEBALL LAND, LLC, A NEBRASKA LIMITED LIABILITY COMPANY whose address is 4225 S 121 PLAZA, OMAHA, NE 68137; ("Trustor") and GREAT WESTERN BANK, whose address is Omaha Corporate Banking, 9290 W Dodge Rd Suite 401, Omaha, NE 68114 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated September 19, 2012 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nebraska, as follows:

DEED OF TRUST DATED SEPTEMBER 19, 2012 AND RECORDED SEPTEMBER 21, 2012 AS INSTRUMENT NO. 2012095030 AT DOUGLAS COUNTY REGISTER OF DEEDS;

ASSIGNMENT OF RENTS DATED SEPTEMBER 19, 2012 AND RECORDED SEPTEMBER 21, 2012 AS INSTRUMENT NO. 2012095031 AT DOUGLAS COUNTY REGISTER OF DEEDS.

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

LOT 2, IN OMAHA WORKS INDUSTRIAL PARK REPLAT 5, 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 4225 S 121ST PLAZA, OMAHA, NE 68137. The Real Property tax identification number is 1988800219.

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

THE "NOTE" DESCRIPTION SET FORTH IN THE DEED OF TRUST AND ASSIGNMENT OF RENTS REFERENCED ABOVE IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED THEREFORE:

The word "Note" means that promissory note dated August 30, 2016 in the principal amount of \$2,600,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, re-financings of, consolidations of, and substitutions for the promissory notes referenced in this paragraph.

ADD FUTURE ADVANCE CLAUSE:

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Trustor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Trustor, together with all interest thereon

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 AUGUST 30, 2016.

MODIFICATION OF DEED OF TRUST
(Continued)

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TRUSTOR:

BASEBALL LAND, LLC

By: [Signature]
BRADLEY J. PERREAULT, Manager of BASEBALL LAND, LLC

LENDER:

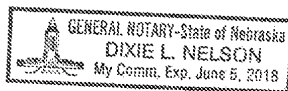
GREAT WESTERN BANK

X [Signature]
Joseph Bender, Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 30th day of August, 2016, before me, the undersigned Notary Public, personally appeared **BRADLEY J. PERREAULT, Manager of BASEBALL LAND, LLC**, 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.

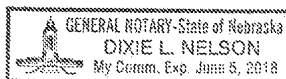


By [Signature]
Printed Name: DIXIE L. NELSON
Notary Public in and for the State of NE
Residing at Omaha, NE
My commission expires 6-5-18

LENDER ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 30th day of August, 2016, before me, the undersigned Notary Public, personally appeared **Joseph Bender**, and known to me to be the **Vice President**, authorized agent for **GREAT WESTERN BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **GREAT WESTERN BANK**, duly authorized by **GREAT WESTERN 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 **GREAT WESTERN BANK**.



By [Signature]
Printed Name: DIXIE L. NELSON
Notary Public in and for the State of NE
Residing at Omaha, NE
My commission expires 6-5-18