

COUNTER_DKH
VERIFY_DKH
FEES \$ 16.00
CHG_SFILE
SUBMITTED_GREAT WESTERN BANK - THE N

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2016-06713

2016 Mar 31 11:29:46 AM

Sheryl J. Dowling

REGISTER OF DEEDS



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



THIS MODIFICATION OF DEED OF TRUST dated March 30, 2016, is made and executed between SARCO, INC., A NEBRASKA CORPORATION whose address is 702 FORT CROOK ROAD S, BELLEVUE, NE 68005; ("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 November 9, 2001 (the "Deed of Trust") which has been recorded in SARPY County, State of Nebraska, as follows:

RECORDED NOVEMBER 19, 2001 AS INSTRUMENT NO. 200138093 OF THE RECORDS OF SARPY COUNTY, NEBRASKA.

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

LOTS 1A2A1 AND 1A2B, IN THE REPLAT OF LOT 1, MISSION GARDENS, AN ADDITION TO THE CITY OF BELLEVUE, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA.

The Real Property or its address is commonly known as 1508 J.F. KENNEDY DRIVE, BELLEVUE, NE 68005. The Real Property tax identification number is 010462953.

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

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 MARCH 30, 2016.

TRUSTOR:

SARCO, INC.

By: *Rick R. Sanders*
RICK R. SANDERS, President of SARCO, INC.

MODIFICATION OF DEED OF TRUST
(Continued)

Page 2

LENDER:

GREAT WESTERN BANK

X

Megan Finn, Business Banking Officer

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA

)

) SS

COUNTY OF DOUGLAS

)

On this 30th day of MARCH, 2016, before me, the undersigned Notary Public, personally appeared **RICK R. SANDERS, President of SARCO, 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.

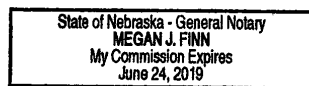
By

Printed Name: MEGAN J. FINN

Notary Public in and for the State of NE

Residing at OMAHA, NE

My commission expires JUNE 24, 2019



LENDER ACKNOWLEDGMENT

STATE OF Nebraska

)

) SS

COUNTY OF Douglas

)

On this 30th day of March, 2016, before me, the undersigned Notary Public, personally appeared **Megan Finn**, and known to me to be the **Business Banking Officer**, 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

Printed Name: Debbie Klima

Notary Public in and for the State of NE

Residing at BELLEVUE, NE

My commission expires 7-2-19

