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SUBMITTED MUTUAL OF OMAHA BANK - 99

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2015-15926
2015 Jul 06 08:42:10 AM
Lloyd J. Dowling
REGISTER OF DEEDS



RETURN TO

Michael F. Kivett
Valentine, O'Toole, McQuillan & Gordon,
L.L.P.
11240 Davenport Street
Omaha, NE 68154
Telephone: (402) 330-6300
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MODIFICATION OF DEED OF TRUST

This Modification of Deed of Trust ("Modification") is made and entered into effective this 15th day of June, 2015, by and between **CORMACI CONSTRUCTION, INC.**, a Nebraska corporation (the "Trustor"), and **MUTUAL OF OMAHA BANK**, a federal thrift savings bank, and its successors and/or assigns (the "Lender" or "Beneficiary").

PRELIMINARY STATEMENT

WHEREAS, Trustor executed and delivered to Lender that certain Deed of Trust dated May 1, 2014 and recorded May 2, 2014, at Instrument No. 2014-09058 in the office of the Register of Deeds of Sarpy County, Nebraska (the "**Deed of Trust**") for the purpose of securing that certain Promissory Note dated September 4, 2013 in the original principal amount of One Million and no/100 Dollars (\$1,000,000.00) executed by Cormaci Construction, Inc., a Nebraska corporation, and Delta Construction Services, Inc., a Nebraska corporation, and Charles R. Cormaci, as an individual; and

WHEREAS, the Trustor desires to modify the Deed of Trust in order to also secure that certain Fixed/Adjustable Rate Note of Charles R. Cormaci, as an individual, dated

June 21, 2011 in the original principal amount of One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00); and

WHEREAS, Lender and Trustor have agreed to modify the Deed of Trust as set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and other good and valuable consideration, receipt of which is hereby acknowledged, Trustor and Lender hereby agree that the Deed of Trust is amended as follows:

1. In the **Definitions** section of the Deed of Trust, the word "Borrower" shall be amended to mean Cormaci Construction, Inc., a Nebraska corporation; and Delta Construction Services, Inc., a Nebraska corporation; and Charles R. Cormaci, as an individual, whether jointly or individually; and includes all cosigners and comakers signing the Note and all of their successors and assigns.

2. In the **Definitions** section of the Deed of Trust, the word "Note" shall be amended to mean the Promissory Note dated September 4, 2013 in the original principal amount of \$1,000,000.00 executed by Cormaci Construction, Inc., a Nebraska corporation, and Delta Construction Services, Inc., a Nebraska corporation, and Charles R. Cormaci, as an individual, to the Lender, and that certain Fixed/Adjustable Rate Note dated June 21, 2011 in the original principal amount of \$1,500,000.00 executed and delivered by Charles Raymond Cormaci to the Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for said Promissory Note and Fixed/Adjustable Rate Note.

3. All other terms and conditions of the Deed of Trust, as modified, remain in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, Trustor and Lender have caused this Modification to be duly executed as of the date first above written.

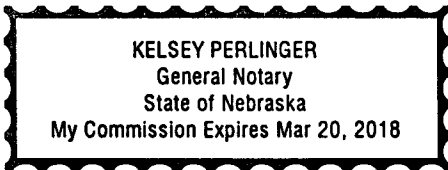
TRUSTOR:

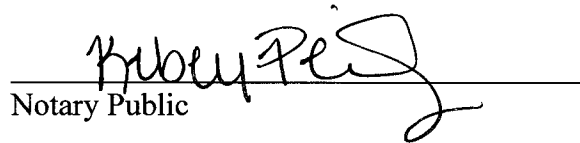
CORMACI CONSTRUCTION, INC.,
a Nebraska corporation

By: 
Charles R. Cormaci, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

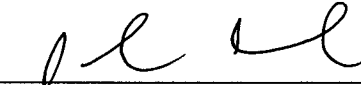
The foregoing instrument was acknowledged before me this 24th day of June, 2015,
by Charles R. Cormaci, President of Cormaci Construction, Inc., a Nebraska corporation, on
behalf of the Corporation.




Notary Public

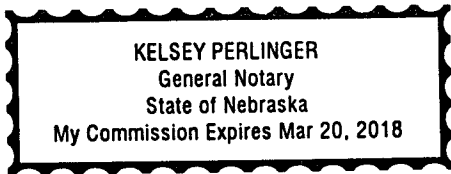
LENDER:

MUTUAL OF OMAHA BANK

By: 
Jarryd Israel, Assistant Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th day of June, 2015, by Jarryd Israel, Assistant Vice President of Mutual of Omaha Bank, for and on behalf of said Bank.



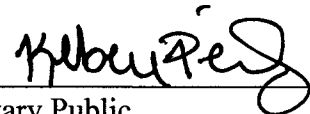

Notary Public

EXHIBIT "A"

Lot 264, Plum Creek Second Platting, an Addition to the City of Gretna, as surveyed, platted and recorded in Sarpy County, Nebraska.