



MISC 2014039424



MAY 28 2014 15:46 P 2

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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
05/28/2014 15:46:41.00



2014039424

WHEN RECORDED MAIL TO:

American National Bank
Commercial Real Estate
8990 W Dodge Rd
Omaha, NE 68114

FOR RECORDER'S USE ONLY

879789

MODIFICATION OF DEED OF TRUST



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THIS MODIFICATION OF DEED OF TRUST dated May 20, 2014, is made and executed between The Venteicher Limited Liability Company, whose address is 15504 Spaulding Plaza, Suite C8, Omaha, NE 68116 ("Trustor") and American National Bank, whose address is Commercial Real Estate, 8990 W Dodge Rd, Omaha, NE 68114 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated August 19, 2013 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Deed of Trust dated August 19, 2013, Recorded on 08-22-2013 in the Register of Deeds Office in Douglas County, NE Instrument # 2013086354.

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

Lot 2, in NP BUSINESS PARK, 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 2909 North 118th Street, Omaha, NE 68164.

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


Correction to the Vested Name on Deed of Trust from Venteicher Limited Liability to The Venteicher Limited Liability Company.

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 MAY 20, 2014.

TRUSTOR:

THE VENTEICHER LIMITED LIABILITY COMPANY

By: 
George Venteicher, Member of The Venteicher Limited Liability Company

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 879789

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LENDER:

AMERICAN NATIONAL BANK

X [Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 20 day of May, 20 14, before me, the undersigned Notary Public, personally appeared George Venteicher, Member of The Venteicher 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.

[Signature]
JOHN C. DANIELSON
My Commission Expires April 24, 2017
Printed Name: John Danielson
Notary Public in and for the State of Nebraska
Residing at Omaha
My commission expires 4-24-17

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 20 day of May, 20 14, before me, the undersigned Notary Public, personally appeared Edward J. Ketterer, and known to me to be the Executive Vice President, authorized agent for American National Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of American National Bank, duly authorized by American National 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 American National Bank.

[Signature]
JOHN C. DANIELSON
My Commission Expires April 24, 2017
Printed Name: John Danielson
Notary Public in and for the State of Nebraska
Residing at Omaha
My commission expires 4-24-17