



MISC 2012059788



JUN 20 2012 15:00 P 2

Fee amount: 11.00
FB: 69-27729
COMP: MB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
06/20/2012 15:00:55.00



2012059788

WHEN RECORDED MAIL TO:

PINNACLE BANK
LINCOLN BRANCH OFFICE
6145 HAVELOCK AVE
PO BOX 29769
LINCOLN, NE 68507

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 5, 2012, is made and executed between VK BLONDO PROPERTIES L.P., a Nebraska Limited Partnership, whose address is 15504 SPAULDING PLAZA, STE C8, OMAHA, NE 68116 ("Trustor") and PINNACLE BANK, whose address is LINCOLN BRANCH OFFICE, 6145 HAVELOCK AVE, PO BOX 29769, LINCOLN, NE 68507 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated May 1, 2012 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nebraska, as follows:

RECORDED ON MAY 2, 2012 AS INST # 2012042213 IN THE DOUGLAS COUNTY, NEBRASKA REGISTER OF DEEDS OFFICE.

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

LOTS 3 AND 4, IN NP BUSINESS PARK, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA.

TOGETHER WITH NON-EXCLUSIVE EASEMENT RIGHTS APPURTENANT THERETO AS ESTABLISHED BY EASEMENT AGREEMENT DATED AUGUST 30, 2011 AND RECORDED OCTOBER 20, 2011, AS INSTRUMENT NO. 2011089055 OF THE RECORDS OF DOUGLAS COUNTY, NEBRASKA.

The Real Property or its address is commonly known as 2707 AND 2717 NORTH 118TH STREET, OMAHA, NE 68164.

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

IN ADDITION TO PROMISSORY NOTE DATED MAY 1, 2012 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$5,016,750.00 BEING REFERENCED AS "THE NOTE", PROMISSORY NOTE DATED MAY 1, 2012 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$300,000.00 SHALL ALSO BE INCLUDED IN ALL DEFINITIONS OF THE ABOVE-MENTIONED "THE NOTE" IN THE DEED OF TRUST DATED MAY 1, 2012.

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 JUNE 5, 2012.

TRUSTOR:

VK BLONDO PROPERTIES L.P.

VK BLONDO PROPERTIES, INC., GENERAL PARTNER of VK BLONDO PROPERTIES L.P.

By 
GEORGE W. VENTICHER, PRESIDENT of VK BLONDO PROPERTIES, INC.

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER:

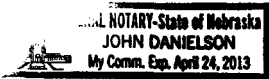
PINNACLE BANK

Luke Traynowicz
Luke Traynowicz, Vice President

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 13 day of June, 20 12, before me, the undersigned Notary Public, personally appeared **GEORGE W. VENTEICHER, PRESIDENT of VK BLONDO PROPERTIES, INC., GENERAL PARTNER of VK BLONDO PROPERTIES L.P.**, and known to me to be partner or designated agent of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

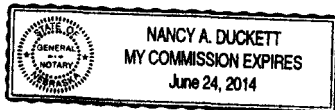


By *John Danielson*
Notary Public in and for the State of NE
Residing at Omaha
My commission expires 4/23/13

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Lancaster)

On this 18th day of June, 20 12, before me, the undersigned Notary Public, personally appeared **Luke Traynowicz**, and known to me to be the **Vice President**, authorized agent for **PINNACLE BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **PINNACLE BANK**, duly authorized by **PINNACLE 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 **PINNACLE BANK**.



By *Nancy A. Duckett*
Notary Public in and for the State of NE
Residing at Pleasant Dale, NE
My commission expires 6/24/2014