

2013-22565

07/15/2013 2:08:09 PM

Clay J. Dowling

REGISTER OF DEEDS



COUNTER a C.E. a
 VERIFY a D.E. a
 PROOF
 FEES \$ 34.00
 CHECK# 0138324847
 CHG CASH
 REFUND CREDIT
 SHORT NCR

Recording Requested By:
 WELLS FARGO BANK,
 NATIONAL ASSOCIATION
 10010 Regency CR
 Omaha, NE 68114

And After Recording, Return To:
 WELLS FARGO BANK,
 NATIONAL ASSOCIATION
 BBSG-Boise Loan Ops LDI
 P.O. Box 34656
 San Antonio, TX 78265

SMP#13050437492

MODIFICATION OF DEED OF TRUST

This Modification of Deed of Trust (this "Modification") is entered into as of June 25, 2013, by and between Hynek Properties, LLC, a Nebraska Limited Liability Company ("Trustor") located at 2305 S 84th Street, Omaha, NE 68124, and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Beneficiary"), with an office located at 10010 Regency CR, Omaha, NE 68114.

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Deed of Trust dated as of July 25, 2008, executed by Trustor to Wells Fargo Financial National Bank, as Trustee, in favor of Beneficiary, and recorded on August 8, 2008, as Instrument (Serial) No. 2008-22792, of the Official Records of Sarpy County, Nebraska, as modified from time to time ("Deed of Trust"), with respect to the real property described on Exhibit A attached hereto and incorporated herein by this reference.

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B. The obligations secured by the Deed of Trust have been modified, or certain additional obligations have been or are to be incurred which are to be secured by the Deed of Trust, or other modifications to the Deed of Trust have become necessary, and Trustor and Beneficiary have agreed to modify the Deed of Trust to accurately reflect the obligations as secured thereby or such other modifications.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Deed of Trust is hereby modified to include within the indebtedness and obligations secured by the Deed of Trust, the payment to Beneficiary of all indebtedness and performance of all obligations evidenced by and arising under that promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, dated as of June 25, 2013, evidencing indebtedness of Hynek Properties, LLC to Beneficiary in the principal amount of \$719,133.00 with a final maturity or payment in full date of June 25, 2018 (which represents the refinancing of that certain promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt dated as of July 25, 2008, and secured by the Deed of Trust), together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced, even if not specifically referenced therein.

2. The Deed of Trust is hereby modified to reflect that the promissory note, loan or credit agreement, confirmation letter and disclosure or other evidence of debt dated as of June 25, 2013, in the original maximum principal amount of \$719,133.00, and secured by the Deed of Trust, has been modified to, among other things, increase of the maximum principal amount to \$719,133.00.

3. The Deed of Trust is hereby modified to include within the indebtedness and obligations secured by the Deed of Trust, the payment of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Beneficiary in connection with any promissory note, loan or credit agreement, confirmation letter and disclosure, or other evidence of debt, at anytime secured by the Deed of Trust.

4. The real property and the whole thereof described in the Deed of Trust shall remain subject to the lien, charge or encumbrance of the Deed of Trust and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes, loan or credit agreements, confirmation letters and disclosures, or other evidences of debt and/or the Deed of Trust.

5. All terms and conditions of the Deed of Trust not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Deed of Trust shall be read together, as one document.



IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

BENEFICIARY:

TRUSTOR:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

Hynek Properties, LLC

By: [Signature]
Jason J Gehling
Title: VP SrRM

By: [Signature]
Name: Michael J. Hynek
Title: Manager

By: [Signature]
Name: Melvin J. Hynek
Title: Manager

BLAST Job ID 1129470526
SMP # 1239741832
Obligor 4336551149
Obligation 26
Processor Initials NLM

BENEFICIARY ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF Douglas) SS

On this 26th day of June, 20 13, before me, the undersigned Notary Public, personally appeared Jason Gehling and known to me to be the VP SrRM, authorized agent for the Wells Fargo Bank, National Association, a national banking association, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said national banking association, duly authorized by the national banking association 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.



Notary Signature: [Signature]
My commission expires: 5-1-2017

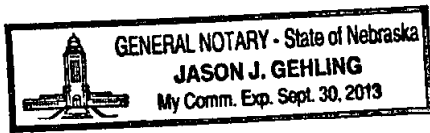
C

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this 26th day of June, 2013, by Michael J. Hynek, member/manager on behalf of Hynek Properties, LLC, a limited liability company.



[Signature]
Signature of Person Taking Acknowledgment

Rm
Title or Rank

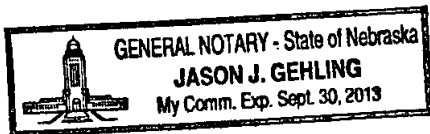
Serial Number, if any

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this 26th day of June, 2013, by Melvin J. Hynek, member/manager on behalf of Hynek Properties, LLC, a limited liability company.



[Signature]
Signature of Person Taking Acknowledgment

Rm
Title or Rank

Serial Number, if any

2013-22565

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**EXHIBIT A
TO
MODIFICATION OF DEED OF TRUST**

Legal Description of Property:

The West 131.35 feet of Lot 4, in Interstate Industrial Park, a Subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska.