



MISC 2013039988



APR 23 2013 16:40 P 3

Fee amount: 22.00
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COMP: CC

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
04/23/2013 16:40:07.00



2013039988

WHEN RECORDED MAIL TO:
First National Bank of Omaha
Branch #001
1620 Dodge Street
Omaha, NE 68197

FOR RECORDER'S USE ONLY



MODIFICATION OF DEED OF TRUST



#####580802112013

THIS MODIFICATION OF DEED OF TRUST dated February 11, 2013, is made and executed between M & E Williams, LLC, whose address is 51496 230th Street, Glenwood, IA 51534 ("Trustor") and First National Bank of Omaha, whose address is Branch #001, 1620 Dodge Street, Omaha, NE 68197 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated August 15, 2012 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Recorded 8/16/2012 at Douglas County, NE Register of Deeds at Instrument No. 2012081361.

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

The South 125.00 feet of the North 385.00 feet of the West 353.00 feet of the East 403.00 feet of the Southeast 1/4 of the Northeast 1/4 of Section 6, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska; and

That part of the Southeast 1/4 of the Northeast 1/4 of Section 6, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the NE corner of said SE 1/4; thence S 00°05'00" W (assumed bearing) on the East line of said SE 1/4 260.00 feet; thence S 89°36'15" W on a line 260.00 feet South of and parallel to the North line of said SE 1/4, 403.00 feet to the point of beginning; thence continuing S 89°36'15" W on a line 260.00 feet South of and parallel to the North line of said SE 1/4, 505.48 feet to a point on the centerline of the Big Papillion Drainage Ditch; thence S 19°21'39" E on the centerline of said Big Papillion Drainage Ditch, 132.17 feet; thence N 89°36'15" E on a line 385.00 feet South of and parallel to the North line of said SE 1/4, 461.48 feet; thence N 00°05'00" E on a line 403.00 feet West of and parallel to the East line of said SE 1/4, 125.00 feet to the point of beginning.

The Real Property or its address is commonly known as 4714 N 120th St., Omaha, NE 68164.

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

Reduce Maximum Lien amount from \$865,800.00 to \$481,000.00.

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 endorsers 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 hereby ratifies and affirms that Trustor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Trustor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Deed of Trust shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

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 FEBRUARY 11, 2013.

MODIFICATION OF DEED OF TRUST
(Continued)

TRUSTOR:

M & E WILLIAMS, LLC

By: [Signature]
Erin E. Williams, Member of M & E Williams, LLC

By: [Signature]
Martin P. Williams, Member of M & E Williams, LLC

LENDER:

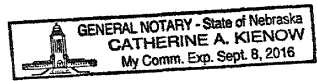
FIRST NATIONAL BANK OF OMAHA

[Signature]
X Douglas P. Sutko, ~~and~~ Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 11th day of February, 20 13, before me, the undersigned Notary Public, personally appeared Erin E. Williams, Member of M & E Williams, LLC, 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.

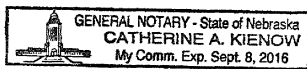


By: [Signature]
Printed Name: Catherine A. Kienow
Notary Public in and for the State of Nebraska
Residing at _____
My commission expires Sept. 8, 2016

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 11th day of February, 20 13, before me, the undersigned Notary Public, personally appeared Martin P. Williams, Member of M & E Williams, LLC, 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.



By: [Signature]
Printed Name: Catherine A. Kienow
Notary Public in and for the State of Nebraska
Residing at _____
My commission expires Sept. 8, 2016

**MODIFICATION OF DEED OF TRUST
(Continued)**

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LENDER ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 17th day of February, 2013, before me, the undersigned Notary Public, personally appeared **Douglas P. Sutko**, and known to me to be the **2nd Vice President**, authorized agent for **First National Bank of Omaha** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First National Bank of Omaha**, duly authorized by **First National Bank of Omaha** 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 **First National Bank of Omaha**.

By Catherine A. Kiernow
Printed Name: Catherine A. Kiernow
Notary Public in and for the State of Nebraska
Residing at _____
My commission expires Sept. 8, 2016

