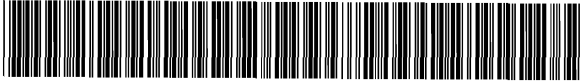




MISC 2013104877



OCT 16 2013 11:21 P 3

Fee amount: 22.00
FB: 65-30731
COMP: PN

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/16/2013 11:21:40.00



2013104877

Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
P.O. Box 3086
Winston-Salem, NC 27101
Attn: Loan Documentation

FIRST MODIFICATION OF DEED OF TRUST AND
ASSIGNMENT OF RENTS AND LEASES

THIS MODIFICATION (this "Modification") is entered into as of October 11, 2013, by and between 14344 BUILDING, LLC, ("Trustor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Beneficiary").

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 and Assignment of Rents and Leases dated as of December 27, 2011, executed by Trustor to Wells Fargo National Bank, as Trustee, in favor of Beneficiary, and recorded on December 28, 2011, as Instrument (Serial) No, 2011112319 of the Official Records of Douglas County, Nebraska, as it may have been amended 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.

B. The obligations secured by the Deed of Trust have been modified and increased, and Trustor and Beneficiary have agreed to modify the Deed of Trust to accurately reflect the obligations secured thereby.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. The Deed of Trust is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the payment to Beneficiary of all indebtedness and performance of all obligations evidenced by and arising under that certain promissory note dated as of October 11, 2013 executed by Triple M Investments, LLC and Trustor and payable to Beneficiary or its order, in the principal amount of One Million Two Hundred Ten Thousand Dollars (\$1,210,000.00) (which promissory note amends, modifies, restates and replaces that certain promissory note dated as of December 27, 2011 executed by Triple M. Investments, LLC and Trustor and payable to Beneficiary or its order, 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 by said promissory note, even if not specifically referenced therein.

2. The Deed of Trust is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the payment to Beneficiary of all obligations or liability of Trustor and Triple M Investments, LLC, or either of them to Beneficiary, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever.

3. 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, as amended from time to time, 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 and/or the Deed of Trust.

4. 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:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: *Rochelle L. Eigsti*
Rochelle L. Eigsti, Vice President

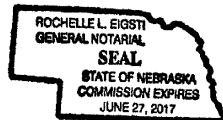
TRUSTOR:

14344 BUILDING, LLC, a Nebraska limited liability
Company

By: *John C. Mitchell II*
John C. Mitchell II, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 14th day of October, 2013, by John C. Mitchell, II, Manager of 14344 Building, LLC, a Nebraska limited liability company.



Rochelle L. Eigsti
Notary Public

00531065.DOC

EXHIBIT A
TO
MODIFICATION OF DEED OF TRUST AND
ASSIGNMENT OF RENTS AND LEASES

Legal Description of Property:

All of Lot 1, Pioneer Hills, Except that part deeded to the City of Omaha for right-of-way by Individual Warranty Deed recorded March 8, 2005 as Inst. No. 2005025947, together with that part of Lot 2, Pioneer Hills, an addition to the City of Omaha, in Douglas County, Nebraska, described as follows: Beginning at the Northeast corner of said Lot 1; thence Easterly 95.73 feet along a projection of the North line of Lot 1; thence South 200.00 feet to the North R.O.W. line of "Y" Street; thence Westerly along the North R.O.W. line of "Y" Street for 95.73 feet to the Southeast corner of said Lot 1; thence North along the East line of Lot 1 for 200.00 feet to the point of beginning.