

WHEN RECORDED MAIL TO:

First National Bank of Omaha
114th and Dodge
11404 W Dodge RD
Omaha, NE 68154

FOR RECORDER'S USE ONLY



MODIFICATION OF DEED OF TRUST



*****580805162018*

THIS MODIFICATION OF DEED OF TRUST dated May 16, 2018, is made and executed between Shoppes at Elk Creek, L.L.C., whose address is 2285 South 67th Street, Suite 250, Omaha, NE 68106 ("Trustor") and First National Bank of Omaha, whose address is 114th and Dodge, 11404 W Dodge RD, Omaha, NE 68154 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated July 25, 2007 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

recorded July 26, 2007 as Instrument No. 2007084986, and modified by Mortgage Loan Modification Agreement dated April 1, 2010, recorded July 14, 2010, as Instrument No. 2010051822.

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

Lot Eight (8), in Elk Creek Pines, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

The Real Property or its address is commonly known as 3821 North 167th Court, Omaha, NE 68116.

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

The maturity date of the indebtedness secured by the Deed of Trust has been extended beyond May 31, 2018.

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 valid 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.

ELECTRONIC COPIES. Lender may copy, electronically or otherwise, and thereafter destroy, the originals of this Agreement and/or Related Documents in the regular course of Lender's business. All such copies produced from an electronic form or by any other reliable means (i.e., photographic image or facsimile) shall in all respects be considered equivalent to an original; and Borrower hereby waives any rights or objections to the use of such copies.

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 16, 2018.

TRUSTOR:

SHOPPES AT ELK CREEK, L.L.C.

By:

Jay B. Noddle, President and Manager of Shoppes at Elk Creek, L.L.C.

MODIFICATION OF DEED OF TRUST (Continued)

Page 2

LENDER:

FIRST NATIONAL BANK OF OMAHA

X

Joel C. Jensen, Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEBRASKA

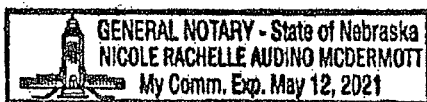
)

COUNTY OF DOUGLAS

) SS

)

On this 21st day of May, 20 18, before me, the undersigned Notary Public, personally appeared Jay B. Noddie, President and Manager of Shoppes at Elk Creek, L.L.C., 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 Nicole Rachelle Audino McDermott
Printed Name: Nicole Rachelle Audino McDermott
Notary Public in and for the State of Nebraska
Residing at Omaha
My commission expires May 12, 2021

LENDER ACKNOWLEDGMENT

STATE OF NEBRASKA

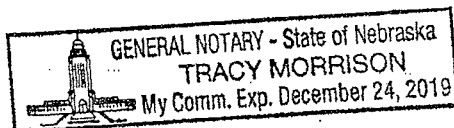
)

COUNTY OF DOUGLAS

) SS

)

On this 23rd day of MAY, 20 18, before me, the undersigned Notary Public, personally appeared Joel C. Jensen, and known to me to be the 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 Tracy Morrison
Printed Name: TRACY MORRISON
Notary Public in and for the State of NE
Residing at OMAHA
My commission expires 12-24-19