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SUBMITTED NEBRASKA TITLE COMPANY-ON

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2018-25145

2018 Oct 24 09:32:26 AM

Sheryl J. Dowling

REGISTER OF DEEDS



WHEN RECORDED MAIL TO:

First Westroads Bank, Inc.
15750 West Dodge Road
Omaha, NE 68118

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 16, 2018, is made and executed between Harvest Development III, LLC; a Nebraska Limited Liability Company ("Trustor") and First Westroads Bank, Inc., whose address is 15750 West Dodge Road, Omaha, NE 68118 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated March 28, 2017 (the "Deed of Trust") which has been recorded in Sarpy County, State of Nebraska, as follows:

Recorded on March 28, 2017 in instrument number #2017-06788.

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

Lots 1284, 1285, 1286, 1242, the North 95.0 feet of Lot 1243 (also known as Lot 1243A), the South 81.9 feet of Lot 1245 (also known as Lot 1245A), and Lots 1246, 1247, and 1248, all in La Vista, a City in Sarpy County, Nebraska, in Sarpy County, Nebraska.

The Real Property or its address is commonly known as 7102-7312 S 81st Street & 8103-8141 Park View Blvd, LaVista, NE 68128. The Real Property tax identification number is 010536965 / 010537228.

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

The word "Note" means Promissory Note dated October 12, 2018 in the original amount of \$6,912,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancing's of, consolidations of, and substitutions for the Promissory Note or agreement.

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 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 OCTOBER 16, 2018.

TRUSTOR:

HARVEST DEVELOPMENT III, LLC

PERCIPIO DEVELOPMENT GROUP, LLC, Manager of Harvest Development III, LLC

By: *James H. Rich III*
James H. Rich III, Authorized Representative of Percipio Development Group, LLC

PERCIPIO PARTNERS, LLC, Manager of Harvest Development III, LLC

By: *James H. Rich III*
James H. Rich III, Member of Percipio Partners, LLC.

MODIFICATION OF DEED OF TRUST
(Continued)

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LENDER:

FIRST WESTROADS BANK, INC.

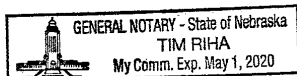
X [Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 16 day of October, 20 18, before me, the undersigned Notary Public, personally appeared James H. Rich III, Authorized Representative of Percipio Development Group, LLC, Manager of Harvest Development III, LLC and James H. Rich III, Member of Percipio Partners, LLC, Manager of Harvest Development III, LLC, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature]
Printed Name: Tim Riha
Notary Public in and for the State of NE
Residing at Douglas County
My commission expires 5/1/20



LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 16 day of October, 20 18, before me, the undersigned Notary Public, personally appeared Tim Riha, and known to me to be the VP, authorized agent for First Westroads Bank, Inc. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Westroads Bank, Inc., duly authorized by First Westroads Bank, Inc. 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 Westroads Bank, Inc.

By [Signature]
Printed Name: Tamara Hajek
Notary Public in and for the State of NE
Residing at Omaha
My commission expires 7.11.22

