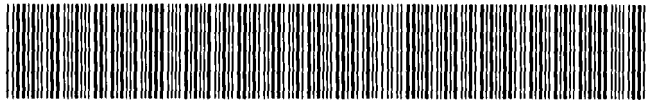


MISC 2011071291



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Misc - 16-05680
 3 1800 16-06542
 6 C/O C.C.C.
 SC991 IV

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 8/23/2011 08:12:28.32



2011071291

Modification of Deed of Trust

Return To:
 First Nebraska Title
 2425 South 120th Street
 Omaha, NE 68144

File #: 08-109473

Box #: 41

16497

~~MWC 16-0580
FE 1300 FR 16-06542
BMP COMP
DEL SCAN FL~~

Received: DIANE L BATTIATO
Register of Deeds, Douglas County, NE
7/28/2011 09:56:27.14
2011063491

State of Nebraska Space Above This Line For Recording Data

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 07-15-2011.
The parties and their addresses are:

TRUSTOR: John E. Skradski and Karla K. Skradski, Husband and Wife
13303 Cuming St
Omaha, NE 68154

TRUSTEE: LandAmerica Commonwealth
2019 Walton Rd
St Louis, MO 63114

BENEFICIARY: BANK OF HAYS
Organized and existing under the laws of the state of Kansas
1000 WEST 27TH
HAYS, KS 67601

BACKGROUND. Trustor and Beneficiary entered into a Security Instrument dated 08-12-2008
and recorded on 08-13-2008. The Security Instrument was recorded in the records of Douglas
2008080413 County, Nebraska at Register of Deeds no inst. #
County 2626, 2612, 2616 Dewey Ave and 508 S 26th Ave, Omaha, NE 68105. The property is located in Douglas

Described as:
The South 40 feet of the West 28 feet of Lot 2, and the West 28 feet of Lot 3, and the East 16 feet of the South 103.04 feet of Lot 4 in Block 3, in Capitol Hill, an Addition to the City of Omaha, Douglas County, Nebraska; and,
The West 44 feet of the South 103.42 feet of Lot 4, in Block 3, in Capitol Hill, an Addition to the City of Omaha, Douglas County, Nebraska; and,
The South 1/2 of Lots 5 and 6, in Block 3, in Capitol Hill, an Addition to the City of Omaha, Douglas County, Nebraska; and,
Lot 2, in Clark's St. Mary's Addition Replat 1, an Addition to the City of Omaha, Douglas County, Nebraska.

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08-109473

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MODIFICATION. For value received, Trustor and Beneficiary agree to modify the original Security Instrument. Trustor and Beneficiary agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

The mortgage amount is being increased to \$1,600,000.00.

This Deed of Trust secures an obligation incurred for the construction of an improvement on the property.

MAXIMUM OBLIGATION LIMIT. The total principal amount secured by the Security Instrument at any one time will not exceed \$ 1,600,000.00 which is a \$ 600,000.00 increase decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Beneficiary's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Trustor warrants that Trustor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Trustor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

SIGNATURES: By signing below, Trustor agrees to the terms and covenants contained in this Modification. Trustor also acknowledges receipt of a copy of the Modification.

John E. Skradski 7-15-11
(Signature) John E. Skradski (Date)

Karla K. Skradski 7-15-11
(Signature) Karla K. Skradski (Date)

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

ACKNOWLEDGMENT:

STATE OF Nebraska, COUNTY OF Douglas } ss.
(Individual) This instrument was acknowledged before me this 15th day of July, 2011
by John E. Skradski; Karla K. Skradski, Husband and Wife
My commission expires:

(Seal)

Leigh Anne Scharp
(Notary Public)

