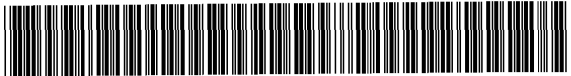




MISC 2017021733



MAR 22 2017 08:27 P 3

Fee amount: 22.00
FB: 55-22020
COMP: CC

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
03/22/2017 08:27:35.00



2017021733

WHEN RECORDED MAIL TO:

American National Bank
Commercial Metro
14545 West Center Rd
Omaha, NE 68144

FOR RECORDER'S USE ONLY

350039350

MODIFICATION OF DEED OF TRUST



00000000350039350073503132017

THIS MODIFICATION OF DEED OF TRUST dated March 13, 2017, is made and executed between Grover Street Acquisition, L.L.C., whose address is 10730 Pacific St, Ste 242, Omaha, NE 68114; a Nebraska Limited Liability Company ("Trustor") and American National Bank, whose address is Commercial Metro, 14545 West Center Rd, Omaha, NE 68144 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated May 26, 2006 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Recorded June 7, 2006 as Inst. No. 2006063344; Modification of Deed of Trust recorded June 6, 2007 as Inst. No. 2007063352 at the Douglas County Register of Deeds. .

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

See attached Exhibit "A"

The Real Property or its address is commonly known as 7007 Grover Street, Omaha, NE 68106.

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

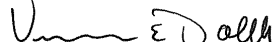
Increase of the Maximum Lien amount to by \$2,085,361.55 for a total Maximum Lien amount of \$4,547,118.55.

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 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.

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 MARCH 13, 2017.

TRUSTOR:

GROVER STREET ACQUISITION, L.L.C.

By: 
Vernon E. Dolleck, Member of Grover Street Acquisition, L.L.C.

By: 
Scott R. Makinster, Member of Grover Street Acquisition, L.L.C.

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 350039350

Page 2

LENDER:

AMERICAN NATIONAL BANK

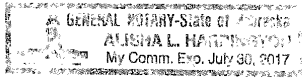
X [Signature] FIP
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 10 day of March, 2017, before me, the undersigned Notary Public, personally appeared Vernon E. Dolleck, Member of Grover Street Acquisition, L.L.C. and Scott R. Makinster, Member of Grover Street Acquisition, L.L.C., 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: Alicia L. Harrington
Notary Public in and for the State of Nebraska
Residing at 9014 Gary Circle Omaha NE 68188
My commission expires July 30, 2017



LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 10th day of March, 2017, before me, the undersigned Notary Public, personally appeared [Signature], and known to me to be the First Vice President, authorized agent for American National Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of American National Bank, duly authorized by American National Bank 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 American National Bank.

By [Signature]
Printed Name: Rosalyn Blake
Notary Public in and for the State of NE
Residing at Omaha
My commission expires Aug 28, 2019

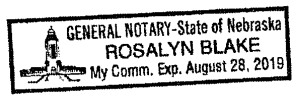


Exhibit "A"

LOT 1, EXCEPT THE NORTH 17 FEET THEREOF, AND ALL OF LOTS 2, 3, 4 AND 5, IN BLOCK 12, IN LAWNFIELD, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA. EXCEPT A PART OF LOT 1, EXCEPT THE NORTH 17 FEET THEREOF, BLOCK 12, IN LAWN FIELD, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE ORIGINAL NORTHEAST CORNER OF LOT 1, BLOCK 12, LAWNFIELD ADDITION; THENCE SOUTH FOR A DISTANCE OF 17.0 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 (AS IT EXISTS TODAY), WITH SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF GROVER STREET AND THE WEST ROW LINE OF 70TH STREET, AND SAID POINT IS ALSO THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" EAST ALONG THE SAID WEST ROW LINE OF 70TH STREET FOR A DISTANCE OF 10.0 FEET; THENCE NORTH 45°00'00" FOR A DISTANCE OF 14.14 FEET MORE OR LESS; THENCE SOUTH 90°00'00" EAST ALONG SAID RIGHT OF WAY LINE OF GROVER STREET FOR A DISTANCE OF 10.0 FEET AND TO THE POINT OF BEGINNING.