



WHEN RECORDED MAIL TO:

West Gate Bank
P. O. Box 82603
6003 Old Cheney Rd
Lincoln, NE 68516

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 24, 2014, is made and executed between Steven E Miers, a Single Person, whose address is 6000 S 56th St, Lincoln, NE 68516 ("Trustor") and West Gate Bank, whose address is P. O. Box 82603, 6003 Old Cheney Rd, Lincoln, NE 68516 ("Lender").

DEED OF TRUST Lender and Trustor have entered into a Deed of Trust dated November 20, 2001 (the "Deed of Trust") which has been recorded in Lancaster County, State of Nebraska, as follows:

Deed of Trust with Future Advances filed for record on November 20, 2001 as Instrument #2001-069053 in the records of the Register of Deeds of Lancaster County, Nebraska.

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

THE VACATED MISSOURI PACIFIC RAILROAD RIGHT-OF-WAY LYING IN THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER, SECTION 21, TOWNSHIP 10 NORTH, RANGE 7 EAST, LINCOLN, LANCASTER COUNTY, NEBRASKA

AND

ALL THAT PART OF THE VACATED MISSOURI PACIFIC RAILROAD RIGHT-OF-WAY LYING NORTHWESTERLY OF NORTH 66TH STREET IN THE SOUTHWEST QUARTER, SECTION 21, TOWNSHIP 10 NORTH, RANGE 7 EAST, EXCEPT THAT PART TAKEN BY THE CITY OF LINCOLN, NEBRASKA IN CONDEMNATION FILED OCTOBER 17, 1996 AS INSTRUMENT NUMBER 96-42114 IN THE OFFICE OF THE REGISTER OF DEEDS OF LANCASTER COUNTY, NEBRASKA.

The Real Property or its address is commonly known as 627 N 66th St, Lincoln, NE 68505

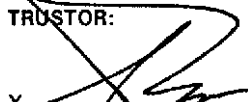
MODIFICATION. Lender and Trustor hereby modify the Deed of Trust as follows.

The original Deed of Trust, as modified herein, should not mature but shall be extended to the longest period provided under the Nebraska law


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 24, 2014.

TRUSTOR:

X 
Steven E Miers

LENDER:

WEST GATE BANK 
Thomas Soukup, Senior Vice President

NE 1/4 SW 1/4 9-1-10-7
NE 1/4 SE 1/4 9-1-10-7

EW

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 3312094

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Lancaster)

On this day before me, the undersigned Notary Public, personally appeared **Steven E Miers, a Single Person**, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned

Given under my hand and official seal this 27 day of Oct, 20 14.



By [Signature]
Printed Name: Thomas R. Soukup
Notary Public in and for the State of Nebraska
Residing at Lincoln Lancaster Co NE.
My commission expires 9/17/18

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Lancaster)

On this 27th day of October, 20 14, before me, the undersigned Notary Public, personally appeared **Thomas Soukup**, and known to me to be the **Senior Vice President**, authorized agent for **West Gate Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **West Gate Bank**, duly authorized by **West Gate 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 **West Gate Bank**



By Roxanne R Palm
Printed Name: Roxanne R Palm
Notary Public in and for the State of Nebraska
Residing at Lincoln, NE
My commission expires 7/21/16