

2014-02342

THE STATE OF NEBRASKA  
FILED FOR RECORD  
HOLT COUNTY, ss  
Mo. 10 Day 09 20 14  
At 12:33 O'clock PM Recorded  
In book 377 of MORTG  
Page 665  
CATHY PAVEL, County Clerk,  
*Cathy Pavel* CHIEF CLERK

THIS INSTRUMENT PREPARED BY:  
BankFirst  
102 N Main Street  
Atkinson, NE 68713

AFTER RECORDING RETURN TO:  
BankFirst  
102 N Main Street  
Atkinson, NE 68713

(Space Above This Line For Recording Data)

**MODIFICATION AGREEMENT - DEED OF TRUST**

THIS MODIFICATION AGREEMENT ("Agreement") is made this 30th day of September, 2014, between Jonathan A Schulte and Kathryn M Schulte, Husband and Wife, whose address is PO Box 847, Atkinson, Nebraska 68713-0847 ("Grantor"), and BankFirst whose address is 102 N Main Street, Atkinson, Nebraska 68713 ("Lender").

BankFirst and Grantor entered into a Deed of Trust dated November 27, 2013 and recorded on December 5, 2013, in Book 371, Page 386, records of County of Holt, State of Nebraska ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 508 N Holt, Atkinson, Nebraska 68713

Legal Description: Lots 1 and 8, in Block 28, of Frank Bitney's Addition to Atkinson, Holt County, Nebraska.

It is the express intent of the Grantor and Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Lender hereby agree to modify the Deed of Trust as follows:

- Commercial Real Estate Deed of Trust to be modified to correct the property address from 508 N Holt, Atkinson NE 68713 to 506 N Hill Street, Atkinson NE 68713..

Grantor and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it being the intent of Grantor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

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If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

By signing below, Grantor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Jonathan A. Schulte 9/30/14  
(Seal)  
Jonathan A Schulte Date  
Individually

Kathryn M Schulte 9/30/14  
(Seal)  
Kathryn M Schulte Date  
Individually

Witnessed by:

\_\_\_\_\_  
(Seal)  
Name: Date

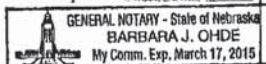
\_\_\_\_\_  
(Seal)  
Name: Date

#### INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEBRASKA )  
COUNTY OF Holt )

The foregoing instrument was acknowledged by Jonathan A Schulte and Kathryn M Schulte, Husband and Wife, before me on September 30, 2014. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

My commission expires:



Barbara J. Ohde  
Holt County, NE  
Identification Number \_\_\_\_\_

(Official Seal)



Jessica L. Norman

LENDER: BankFirst

Jerome Fagerland 9/30/14  
(Seal)  
By: Jerome Fagerland Date  
Its: Sr Vice President

BUSINESS ACKNOWLEDGMENT

STATE OF NEBRASKA )  
COUNTY OF Madison )

This instrument was acknowledged on the 30th day of September, 2014, by Jerome Fagerland, Sr Vice President on behalf of BankFirst, a(n) Commercial Bank, who personally appeared before me.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: Feb 26, 2017

residing at [redacted]

Jessica L. Norman  
Madison County, NE  
Identification Number [redacted]

(Official Seal)

