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SUBMITTED EQUITABLE BANK - GRAND ISLA

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2017-22182

2017 Sep 14 11:23:16 AM

Sheryl J. Dowling

REGISTER OF DEEDS



WHEN RECORDED MAIL TO:

Equitable Bank
Omaha Branch
10855 W Dodge Rd
Suite 110
Omaha, NE 68154

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated September 13, 2017, is made and executed between SCHILTZ DEVELOPMENT, LLC, whose address is 16544 LONGBOW LOOP, OMAHA, NE 68136 ("Trustor") and Equitable Bank, whose address is Omaha Branch, 10855 W Dodge Rd, Suite 110, Omaha, NE 68154 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated August 24, 2016 (the "Deed of Trust") which has been recorded in Sarpy County, State of Nebraska, as follows:

Recorded August 24, 2016 as Instrument Number 2016-21308.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 9849 S 168th Ave, Omaha, NE 68136.

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

The "Real Property" is listed as being located in Douglas County and should be Sarpy County.

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 SEPTEMBER 13, 2017.

TRUSTOR:

SCHILTZ DEVELOPMENT, LLC

By: *Daniel Schiltz*
DANIEL SCHILTZ, Member of SCHILTZ DEVELOPMENT, LLC

By: *Dana Schiltz*
DANA SCHILTZ, Member of SCHILTZ DEVELOPMENT, LLC

LENDER:

EQUITABLE BANK

X *[Signature]*
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 81015981

Page 2

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 14 day of September, 20 17, before me, the undersigned Notary Public, personally appeared DANIEL SCHILTZ, Member of SCHILTZ DEVELOPMENT, LLC and DANA SCHILTZ, Member of SCHILTZ DEVELOPMENT, 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: Adam Lammers
Notary Public in and for the State of Nebraska
Residing at 10855 W Dodge Rd
My commission expires 11-14-2020



LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____, and known to me to be the _____, authorized agent for Equitable Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Equitable Bank, duly authorized by Equitable 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 Equitable Bank.

By _____
Printed Name: _____
Notary Public in and for the State of _____
Residing at _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

Units 5A, 5B, and 5C, Outland Crossing Office Condominiums, in accordance with the Master Deed and Declaration of Condominium Ownership for Outland Crossing Office Condominiums, dated August 26, 2015 and recorded August 27, 2015 as Instrument No. 2015-21152; First Amendment to Master Deed and Declaration of Condominium Ownership for Outland Crossing Office Condominiums, dated March 7, 2016, and filed March 9, 2016, as Instrument No. 2016-05008; and Second Amendment to Master Deed and Declaration of Condominium Ownership for Outland Crossing Office Condominiums, dated July 19, 2016 and filed July 19, 2016 as Instrument No. 2016-17441 in the records of Sarpy County, Nebraska.