

WHEN RECORDED MAIL TO:

**PINNACLE BANK
LINCOLN BRANCH OFFICE
1401 N STREET
LINCOLN, NE 68508**

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 15, 2018, is made and executed between THE MEADOWS, L.L.C., a Nebraska Limited Liability Company, whose address is 608 N 114TH ST, OMAHA, NE 68154 ("Trustor") and PINNACLE BANK, whose address is LINCOLN BRANCH OFFICE, 1401 N STREET, LINCOLN, NE 68508 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated July 10, 2015 (the "Deed of Trust") which has been recorded in LANCASTER County, State of Nebraska, as follows:

RECORDED JULY 15, 2015 AS INSTRUMENT NO. 2015029382.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in LANCASTER 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 2840 S 70TH ST, LINCOLN, NE 68506. The Real Property tax identification number is 16-03-100-009-000.

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

THE WORD "NOTE" NOW MEANS THE PROMISSORY NOTE DATED JULY 10, 2015, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$4,000,000.00 AND THE PROMISSORY NOTE DATED FEBRUARY 15, 2018, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,000,000.00 FROM TRUSTOR TO LENDOR, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT.

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 FEBRUARY 15, 2018.

TRUSTOR:

THE MEADOWS, L.L.C.

By:

Michael D. Perkins, Managing
MICHAEL D. PERKINS, Managing Member of THE MEADOWS, L.L.C.

LENDER:

PINNACLE BANK

Luke J. Traynowicz
Luke J Traynowicz, Vice President

MODIFICATION OF DEED OF TRUST
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared MICHAEL D. PERKINS, Managing Member of THE MEADOWS, L.L.C., and known to me to be member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

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

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Lancaster)

On this 13th day of February, 2018, before me, the undersigned Notary Public, personally appeared Luke J Traynowicz, and known to me to be the Vice President, authorized agent for PINNACLE BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of PINNACLE BANK, duly authorized by PINNACLE 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 PINNACLE BANK.



By Nancy A. Duckett
Printed Name: Nancy A. Duckett
Notary Public in and for the State of Nebraska
Residing at Hearst-Jule, NE
My commission expires 6/24/2018

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 02/14/2018 before me, Andrei Avram, Notary Public
(insert name and title of the officer)

personally appeared Michael Don Perkins
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Andrei Avram (Seal)



EXHIBIT A
Legal Description

The land referred to is situated in the State of Nebraska, County of Lancaster and is described as follows:

PARCEL 1:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, THENCE EASTERLY ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER NORTHWEST QUARTER A DISTANCE OF 222.93 FEET, THENCE SOUTHERLY ON A LINE WHICH IS 222.93 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER NORTHWEST QUARTER A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, THENCE EASTERLY ON A LINE WHICH IS 40.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER NORTHWEST QUARTER ON AN ASSUMED BEARING OF NORTH 89 DEGREES 30 MINUTES 35 SECONDS EAST A DISTANCE OF 339.06 FEET, THENCE SOUTHERLY ON A LINE WHICH IS 562.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER NORTHWEST QUARTER ON A BEARING OF SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 667.00 FEET, THENCE WESTERLY ON A LINE WHICH IS 707.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER NORTHWEST QUARTER ON A BEARING OF SOUTH 89 DEGREES 30 MINUTES 35 SECONDS WEST A DISTANCE OF 490.99 FEET TO A POINT WHICH IS 71.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER NORTHWEST QUARTER, THENCE NORTHERLY ON A LINE WHICH IS 71.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER NORTHWEST QUARTER ON A BEARING OF NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 23.82 FEET, SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF SOUTH 70TH STREET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 44.37 FEET, THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 60.00 FEET, THENCE NORTH 90 DEGREES 00 MINUTE 00 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 45.00 FEET, THENCE NORTH 1 DEGREE 00 MINUTES 00 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 426.18 FEET; THENCE EASTERLY ON A LINE WHICH IS 197.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER NORTHWEST QUARTER ON A BEARING OF NORTH 89 DEGREES 30 MINUTES 35 SECONDS EAST A DISTANCE OF 160.00 FEET, THENCE NORTHERLY ON A LINE WHICH IS 222.93 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER NORTHWEST QUARTER ON A BEARING OF NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE 157.00 FEET TO THE POINT OF BEGINNING; NOW KNOWN AS LOT 45, IRREGULAR TRACTS IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA;

PARCEL 2:

TOGETHER WITH CROSS-EASEMENT AND AGREEMENT DATED AUGUST 11, 1987 RECORDED NOVEMBER 3, 1987 AS INSTRUMENT NO. 87-36290, RECORDS OF LANCASTER COUNTY, NEBRASKA.

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