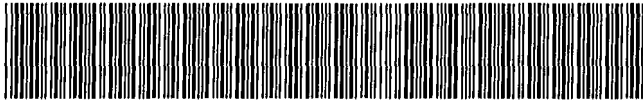


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See back

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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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RETURN TO:

FIWR2

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4263, 4283,

MISC 2017005461

JAN 23 2017 10:41 P 3

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
1/23/2017 10:41:07.26



2017005461

WHEN RECORDED MAIL TO:

First Westroads Bank, Inc.
15750 West Dodge Road
Omaha, NE 68118

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST AND MODIFICATION OF ASSIGNMENT OF RENTS

THIS MODIFICATION OF DEED OF TRUST AND MODIFICATION OF ASSIGNMENT OF RENTS dated February 6, 2007, is made and executed between Cynet, Inc. a Nebraska Corporation, ("Trustor") and First Westroads Bank, Inc., whose address is 15750 West Dodge Road, Omaha, NE 68118 ("Lender").

Deed of Trust and Assignment of Rents. Lender and Trustor have entered into a Deed of Trust and Assignment of Rents dated February 6, 2007 (the "Deed of Trust and Assignment of Rents") which have been recorded in Douglas County, State of Nebraska as follows:

Recorded in the Register of Deeds Office of Douglas County, Nebraska,
February 13, 2007 as Instrument No. 2007017515 and Instrument No. 2007017516

REAL PROPERTY DESCRIPTION. The Deed of Trust and Assignment of Rents now covers the following described real property located in Buffalo County, State of Nebraska:

See attached Exhibit "A"

The Real Property or its address is commonly known as 3205 -3207 N 90th Street, Omaha, Ne 68134. The real Property Tax Identification numbers are 3838 0024 01 & 2551 5015 07

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust and Assignment of Rents as follows:

The word "Note" means collectively the Promissory Notes, executed by Cynet, Inc. dated December 16, 2016, in the original amount of \$2,063,842.31, along with Promissory Note, executed by Cynet, Inc. dated December 16, 2016, in the amount of \$2,131,574.46, together with all renewals of, extensions of, modifications of, re-financings of, consolidations of, and substitutions for the notes or credit agreements.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust and Assignment of Rents 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 Assignment of Rents 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 Assignment of Rents (the "Note"). It is the intention of Lender to retain as liable all parties to the Assignment of Rents 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 Assignment of Rents 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 applied not only to any initial extension of modification, but also to all such subsequent actions.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND MODIFICATION OF ASSIGNMENT OF RENTS AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST AND MODIFICATION OF ASSIGNMENT OF RENTS IS DATED December 16, 2016

TRUSTOR:

Cynet, Inc.

By: 

Greg Bush, President of Cynet, Inc.

By: 

Deanna Stickney, Secretary of Cynet, Inc.

LENDER:

FIRST WESTROADS BANK INC.

X 

Timothy Riha, Vice President

FIWRI

J4221 CR#4263

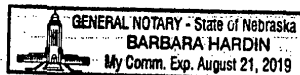
MODIFICATION OF DEED OF TRUST AND MODIFICATION OF ASSIGNMENT OF RENTS
(Continued)

Loan No: 8128 & 8828
Page 2

CORPORATE ACKNOWLEDGEMENT

STATE OF Nebraska)
COUNTY OF Douglas) ss

On this 29 day of December, 2016 before me, the undersigned Notary Public, **Greg Bush, President of Cynet, Inc. and Deanna Stickney, Secretary of Cynet, Inc.**, known to me to be authorized agents of the corporation that executed the Modification of Deed of Trust and Modification of Assignment of Rents, and acknowledged the Modification to be the free and voluntary act and deed of the corporation by authority of its Bylaws or by resolution of its board of directors, 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 corporation..

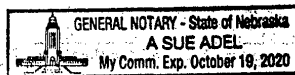


By Barbara Hardin
Printed Name Barbara Hardin
Notary Public in and for the State of Nebraska
Residing at Nebraska
My commission expires 8-21-19

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
COUNTY OF Douglas) ss

On this 29 day of December, 2016, before me, the undersigned Notary Public, personally appeared Timothy Riha, Vice President, authorized agent for First Westroads Bank, Inc. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Westroads Bank, Inc., duly authorized by First Westroads Bank, Inc. through its board of directors or otherwise, for the uses and purposes therein mentioned, and oath stated that he is authorized to execute this said instrument and in fact executed this said instrument of First Westroads Bank, Inc.



By A Sue Adel
Notary Public in and for the State of NE
Residing at NE
My commission expires _____

EXHIBIT "A"

SWNE 10-1512

PARCEL I: That part of the Northeast 1/4 of Section 10, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the Southwest corner of said Northeast 1/4; thence North (assumed bearing) on the West line of said Northeast 1/4, 814.00 feet; thence East, 80.00 feet to the point of beginning; thence continuing East, 173.00 feet; thence North, 300.30 feet; thence West, 175.25 feet; thence Southeasterly on a 2945.00 foot radius curve to the right (chord bearing S01°07'13"E, chord distance of 115.16 feet), an arc distance of 115.16 feet to a point of tangency; thence South 185.16 feet to the point of beginning.

PARCEL II: Lot 4, Brook Park, an Addition to the City of Omaha, Douglas County, Nebraska.

63-04990