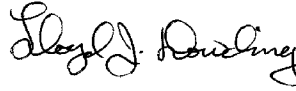


FILED SARPY CO. NE.  
INSTRUMENT NUMBER

**2018-27516**

2018 Nov 21 10:08:44 AM



REGISTER OF DEEDS



COUNTER JS
VERIFY JS
FEES \$ 16.00
CHG SFILE
SUBMITTED FIRST WESTROADS BANK, INC

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

**THIS MODIFICATION OF DEED OF TRUST** dated November 20, 2018, is made and executed between Diva Investments, LLC; a Nebraska Limited Liability Company ("Trustor"); First Westroads Bank, Inc., whose address is 15750 West Dodge Road, Omaha, NE 68118 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First Westroads Bank, Inc., whose address is 15750 West Dodge Road, Omaha, NE 68118 as "Trustee"

**Deed of Trust.** Lender and Trustor have executed a Deed of Trust dated January 20, 2016, (the "Deed of Trust") which has been recorded in Sarpy County, State of Nebraska as follows:

Recorded on January 25, 2016 in Sarpy County, as Instrument No. 2016-01608.

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

**Unit 5, also known as Lots 5A and 5B, in LITE INDUSTRIAL LIMITED CONDO PARK, A CONDOMINIUM organized under the laws of the State of Nebraska, in Sarpy County, Nebraska, pursuant to Declaration dated December 10, 1985 and recorded January 29, 1986, in Book 161 at Page 205 of the Deed Records of Sarpy County, Nebraska, as amended by Amended Declaration dated December 10, 1985 and recorded April 17, 1988, in Book 59 at Page 828 of the Miscellaneous Records of Sarpy County, Nebraska, and further amended by Amended Declaration dated May 16, 1991 and recorded May 16, 1991, as Instrument No. 91-06892 of the Records of Sarpy County, Nebraska.**

The Real Property or its address is commonly known as 17716 and 17720 Storage Rd., Omaha, NE 68136. The Real Property Tax Identification numbers are 011221895 / 011097388

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

The word "Note" collectively means the One (1) Notes, executed by Diva Investments, LLC dated January 22, 2016 in the amount of \$516,000.00 and the Two (2) Notes executed by UPL Inc. dated November 12, 2014 in the amount of \$260,000.00 and November 20, 2017; in the amount of \$250,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit 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 endorers 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 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 AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED November 20, 2018.**

TRUSTOR

DIVA Investments LLC

By:

Jeffrey E. Mink / Member of DIVA Investments LLC

By:

Robert M. Monzingo, Jr. aka Bobby Monzingo,  
Member of DIVA Investments, LLC

**MODIFICATION OF DEED OF TRUST  
(Continued)**

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LENDER:

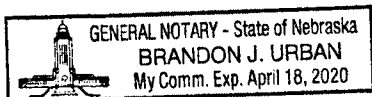
FIRST WESTROADS BANK, INC.

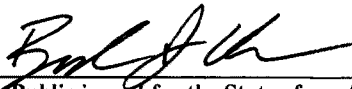
X   
Brandon J. Urban, Vice President

**LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT**

STATE OF NE )  
COUNTY OF Darby ) ss

On this 20 day of November, 2018, before me, the undersigned Notary Public, personally appeared **Jeffrey E. Mink, Member of DIVA Investments, LLC and Robert M. Monzingo aka Bobby Monzingo, Member of Diva Investments, LLC**, and known to me to be the members or designated agents of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification of Deed of Trust to be the free and voluntary act and deed of the limited liability company, but 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 the Modification of Deed of Trust and in fact executed the Modification of Deed of Trust on behalf of the limited liability company.



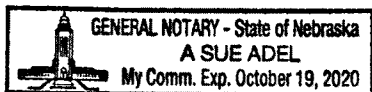
By   
Notary Public in and for the State of NE  
Residing at Omaha  
My commission expires 4-18-20

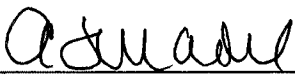
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**LENDER ACKNOWLEDGMENT**

STATE OF Nebraska )  
COUNTY OF Douglas ) ss

On this 20 day of November, 2018, before me, the undersigned Notary Public, personally appeared **Brandon J. Urban, 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   
Notary Public in and for the State of NE  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_