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 January 7, 2019, is made and executed between Block 61 Studios, LLC; a Nebraska Limited Liability Company ("Trustor") and First Westroads Bank, Inc., whose address is 15750 West Dodge Road, Omaha, NE

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated January 5, 2017 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Recorded on January 9, 2017 in Instrument Number #2017002062.

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

Lot One (1), Benson Replat 12, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, together with the South Half of vacated alley adjoining on the North

The Real Property or its address is commonly known as 6102 Northwest Radial Highway, Omaha, NE 68104. The Real Property tax identification number is 2604 0380 06.

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

The word "Note" means the promissory note dated January 5, 2017 in the original principal amount of \$69,000.00 increased to \$102,900.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO TRUSTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

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 endorsers 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 JANUARY 7, 2019.

TRUSTOR:

**BLOCK 61 STUDIOS** 

Aaron Horn, Member of Block 61 Studios, LLC

Aaron Hueftle, Member of Black 61 Studios, LLC

LENDER:

X Authorized Officer FIRST WESTROADS BANK, INC

## MODIFICATION OF DEED OF TRUST (Continued)

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On this Notary Public, personally anstrument and acknowled duly authorized by First therein mentioned, and or	athorized agent for First Westroadged said instrument to be the free Westroads Bank, Inc. through its b	"