

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 24, 2017, is made and executed between 7011 KENTWELL LANE, LLC, a Nebraska Limited Liability Company, whose address is 3341 PIONEERS BLVD #1, LINCOLN, NE 68506 ("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 January 19, 2016 (the "Deed of Trust") which has been recorded in LANCASTER County, State of Nebraska, as follows:

RECORDED JANUARY 27, 2016 AS INST #2016003153.

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

Lot Four (4), Block One (1), Village Gardens 1st Addition, Lincoln, Lancaster County, Nebraska

The Real Property or its address is commonly known as 7011 KENTWELL LANE, LINCOLN, NE 68516. The Real Property tax identification number is 16-21-127-004-000.

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

THE WORD "NOTE" MEANS THE PROMISSORY NOTE DATED FEBRUARY 24, 2017 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,400,000.00 FROM TRUSTOR TO LENDER, 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 24, 2017.

TRUSTOR:

7011 KENTWELL LANE, LLC

VANDELAY INVESTMENTS, L.L.C., Member of 7011 KENTWELL LANE, LLC

By: 
RANDY K. JAMES, Member of VANDELAY INVESTMENTS, L.L.C.

By: 
KEVIN D. JAMES, Member of VANDELAY INVESTMENTS, L.L.C.

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MODIFICATION OF DEED OF TRUST
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LENDER:

PINNACLE BANK

x *Kirk D. Schlueter*
Kirk D. Schlueter, Assistant Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF LANCASTER)

On this 24th day of JANUARY, 20 17, before me, the undersigned Notary Public, personally appeared **RANDY K. JAMES**, Member of **VANDELAY INVESTMENTS, L.L.C.**, Member of **7011 KENTWELL LANE, LLC**, 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 *Nancy A. Duckett*
Printed Name: Nancy A. Duckett
Notary Public in and for the State of NE
Residing at Pleasant Dale, NE
My commission expires 6/24/2018

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF LANCASTER)

On this 24th day of JANUARY, 20 17, before me, the undersigned Notary Public, personally appeared **KEVIN D. JAMES**, Member of **VANDELAY INVESTMENTS, L.L.C.**, Member of **7011 KENTWELL LANE, LLC**, 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 *Nancy A. Duckett*
Printed Name: Nancy A. Duckett
Notary Public in and for the State of NE
Residing at Pleasant Dale, NE
My commission expires 6/24/2018

MODIFICATION OF DEED OF TRUST
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LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Lancaster)

On this 24th day of January, 20 17, before me, the undersigned Notary Public, personally appeared Kirk D. Schlueter, and known to me to be the Assistant 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 NE
Residing at Pleasant Dale, NE
My commission expires 6/24/2018