



MISC 2016057754



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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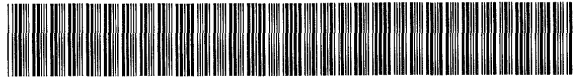
WHEN RECORDED MAIL TO:

American National Bank
Commercial Iowa
333 W Broadway
Council Bluffs, IA 51503

FOR RECORDER'S USE ONLY

350037388

MODIFICATION OF DEED OF TRUST



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THIS MODIFICATION OF DEED OF TRUST dated June 2, 2016, is made and executed between D & R Auto Sales, whose address is 516 Locust St, Carter Lake, IA 51510-1555; Daniel T. Cumberledge and Deanna L. Cumberledge, Husband and Wife, whose address is 1022 Avenue K, Carter Lake, IA 51510-1364; and Ronald L. Cumberledge, a Single Person, whose address is 706 Steele Ave, Carter Lake, IA 51510 ("Trustor") and American National Bank, whose address is Commercial Iowa, 333 W Broadway, Council Bluffs, IA 51503 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated August 28, 2012 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Recorded in the office of the Register of Deeds, Douglas County, NE on August 31, 2012 as Instrument 2012087586.

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

Lots 13, 14, 15 and 16, in Block 8, in Syndicate Hill Addition, re-platted, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska; EXCEPT the South 3 feet of said Lots 15 and 16; and, EXCEPT That part of said Lots 15 and 16, more particularly described as follows: Beginning at the point where the Northerly existing right-of-way line of "L" Street intersects the Westerly existing right-of-way line of 45th Street; thence Westerly, a distance of 245.57 feet, along the Northerly existing "L" Street right-of-way line, to a point on the Easterly existing 46th Street right-of-way line; thence Northerly, deflecting 91°28'37" right, a distance of 10.53 feet, along said right-of-way line; thence Easterly, deflecting 88°36'13" right, a distance of 148.13 feet; thence Southerly, deflecting 90°00'00" right, a distance of 3.00 feet; thence Easterly, deflecting 90°00'00" left, a distance of 97.65 feet, to a point on the Westerly existing 45th Street right-of-way line; thence Southerly, deflecting 93°41'21" right, a distance of 7.19 feet, along said right-of-way line, to a point on the Northerly existing "L" Street right-of-way line, to the point of beginning; together with the East half of the vacated alley adjacent to said Lots 13 and 14 and portion of Lot 15 on the West; and, together with the West half of the vacated alley adjacent to said portion of Lot 16 on the East.

The Real Property or its address is commonly known as 4506 L Street, Omaha, NE 68117.

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

Deanna L. Cumberledge, whose address is 1022 Ave K, Carter Lake, IA 51510, wife of Daniel T. Cumberledge is added as Grantor to Deed of Trust.

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 JUNE 2, 2016.

TRUSTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF DEED OF TRUST AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

MODIFICATION OF DEED OF TRUST

Loan No: 350037388

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TRUSTOR:

D & R AUTO SALES

By: Daniel T. Cumberledge
Daniel T. Cumberledge, Partner - General of D & R Auto Sales

By: Ronald L. Cumberledge
Ronald L. Cumberledge, Partner - General of D & R Auto Sales

X Daniel T. Cumberledge
Daniel T. Cumberledge, Individually

X Ronald L. Cumberledge
Ronald L. Cumberledge, Individually

X Deanna L. Cumberledge
Deanna L. Cumberledge, Individually

LENDER:

AMERICAN NATIONAL BANK

X [Signature]
Authorized Officer

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Pottawattamie)

On this 2 day of June, 20 16, before me, the undersigned Notary Public, personally appeared Daniel T. Cumberledge, Partner - General of D & R Auto Sales and Ronald L. Cumberledge, Partner - General of D & R Auto Sales, and known to me to be partners or designated agents of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, 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 partnership.



By Rita K Cota
Printed Name: Rita K Cota
Notary Public in and for the State of Iowa
Residing at Pottawattamie
My commission expires 11-29-17

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 350037388

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Pottawattomie)

On this day before me, the undersigned Notary Public, personally appeared Daniel T. Cumberledge; Ronald L. Cumberledge; and Deanna L. Cumberledge, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2 day of June, 2016.

By Rita K Cota
Printed Name: Rita K Cota
Notary Public in and for the State of Iowa
Residing at Pottawattomie
My commission expires 11-29-17



LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) SS
COUNTY OF Pottawattomie)

On this 2 day of June, 2016, before me, the undersigned Notary Public, personally appeared Todd Kruse, authorized agent for American National Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of American National Bank, duly authorized by American National 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 American National Bank.

By Rita K Cota
Printed Name: Rita K Cota
Notary Public in and for the State of Iowa
Residing at Pottawattomie
My commission expires 11-29-17

