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Lancaster County, NE Assessor/Register of Deeds Office MODOT  
Pages: 4

**WHEN RECORDED MAIL TO:**

GREAT WESTERN BANK  
Columbus - Downtown  
1464 26th Ave  
Columbus, NE 68602

**FOR RECORDER'S USE ONLY**

**MODIFICATION OF DEED OF TRUST  
AND ASSIGNMENT OF RENTS**



**THIS MODIFICATION OF DEED OF TRUST** dated May 10, 2017, is made and executed between Aspen Management, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, whose address is 104 E Omaha Ave Ste 5, Norfolk, NE 68701-0000; ("Trustor") and GREAT WESTERN BANK, whose address is Columbus - Downtown, 1464 26th Ave, Columbus, NE 68602 ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated July 7, 2016 (the "Deed of Trust") which has been recorded in Lancaster County, State of Nebraska, as follows:

**DEED OF TRUST DATED JULY 7, 2016 AND RECORDED JULY 15, 2016 AS INSTRUMENT NO. 2016028071 AT LANCASTER COUNTY REGISTER OF DEEDS;**

**ASSIGNMENT OF RENTS DATED JULY 7, 2016 AND RECORDED JULY 15, 2016 AS INSTRUMENT NO. 2016028072 AT LANCASTER COUNTY REGISTER OF DEEDS.**

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

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 225 N 50th Street, Lincoln, NE 68508. The Real Property tax identification number is 17-20-413-001-005.

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

**THE "NOTE" DESCRIPTION SET FORTH IN THE DEED OF TRUST AND ASSIGNMENT OF RENTS REFERENCED ABOVE IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED THEREFORE:**

The word "Note" means that promissory note dated July 7, 2016 in the principal amount of \$1,975,000.00 from Aspen Management, L.L.C. to Lender, and that promissory note dated May 10, 2017 in the principal amount of \$250,000.00 from Aspen Properties, Inc. to Lender, together with all renewals of, extensions of, modifications of, re-financings of, consolidations of, and substitutions for the promissory notes referenced in this paragraph.

**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 MAY 10, 2017.**

MODIFICATION OF DEED OF TRUST  
(Continued)

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TRUSTOR:

ASPEN MANAGEMENT, L.L.C.

By: [Signature]  
Donald W. Hoehne, Member of Aspen Management, L.L.C.

By: [Signature]  
Linda M. Hoehne, Member of Aspen Management, L.L.C.

By: [Signature]  
Steve L. Beller, Member of Aspen Management, L.L.C.

LENDER:

GREAT WESTERN BANK

X [Signature]  
Eric Hall, Business Banker

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska )  
COUNTY OF Madison ) SS  
 )

On this 28th day of April, 2017, before me, the undersigned Notary Public, personally appeared Donald W. Hoehne, Member of Aspen Management, L.L.C., 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: [Signature]  
Printed Name: Catrina J. Kruse  
Notary Public in and for the State of NE  
Residing at Norfolk  
My commission expires Oct 2, 2019

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska )  
COUNTY OF Madison ) SS  
 )

On this 28th day of April, 2017, before me, the undersigned Notary Public, personally appeared Linda M. Hoehne, Member of Aspen Management, L.L.C., 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: [Signature]  
Printed Name: Catrina J. Kruse  
Notary Public in and for the State of NE  
Residing at Norfolk  
My commission expires Oct 2, 2019

MODIFICATION OF DEED OF TRUST  
(Continued)

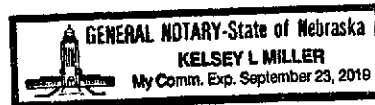
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska

COUNTY OF Madison

SS



On this 5th day of May, 20 17, before me, the undersigned Notary Public, personally appeared Steve L. Beller, Member of Aspen Management, L.L.C., 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 Kelsey L. Miller  
Printed Name: Kelsey L. Miller  
Notary Public in and for the State of NE  
Residing at Norfolk  
My commission expires 9-23-19

LENDER ACKNOWLEDGMENT

STATE OF Nebraska

COUNTY OF Platte

SS

On this 11 day of May, 20 17, before me, the undersigned Notary Public, personally appeared Eric Hall, and known to me to be the Business Banker, authorized agent for GREAT WESTERN BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of GREAT WESTERN BANK, duly authorized by GREAT WESTERN 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 GREAT WESTERN BANK.



By Laura J. Wicht  
Printed Name: Laura J. Wicht  
Notary Public in and for the State of Nebraska  
Residing at Monroe, NE  
My commission expires 7-28-17

**Exhibit "A"**  
**Legal Description**

**Unit C, Cool Crest Condominium, Lincoln, Lancaster County, Nebraska, according to the Declaration filed March 29, 1994 as Instrument Number 94-15154, as amended by Amendment dated March 6, 1996, filed July 12, 1996 as Instrument Number 96-028374, and as amended by Amendment dated July 11, 1996, filed July 12, 1996 as Instrument Number 96-028377 in the office of the Register of Deeds of Lancaster County, Nebraska**

**LESS** A portion of Unit "C", Cool Crest Condominium, located in the Southeast Quarter of Section 20, Township 10 North, Range 7 East - of the 6th P.M., Lincoln, Lancaster County, Nebraska, more particularly described as follows: Commencing from a point 70.00 feet north of the south line of said Southeast Quarter, and 30.00 feet west of the centerline of 50th Street; thence on an assumed bearing of North 0° 07' 54" West, along the west right-of-way line of said 50th Street, a distance of 277.32 feet to a point on the north right-of-way line of said 50th Street, said point also being the Point of Beginning; thence continuing North 0° 07' 54" West, along the extension of the west right-of-way line of said 50th Street, a distance of 98.00 feet to a point; thence North 89° 52' 06" East, along a line 98.00 feet north of and parallel to the north right-of-way line of said 50th Street, a distance of 30.00 feet to a point on the extension of the centerline of said 50th Street; thence South 0° 07' 54" East, along the extension of the centerline of said 50th Street, a distance of 98.00 feet to a point on the north right-of-way line of said 50th Street; thence South 89° 52' 06" West, along the north right-of-way line of said 50th Street, a distance of 30.00 feet to the Point of Beginning, containing a calculated area of 2,940 square feet (0.07 acres), more or less.

**LESS** A portion of Unit "C", Cool Crest Condominium, located in the Southeast Quarter of Section 20, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Beginning at the northeast corner of said Unit "C"; thence on an assumed bearing of South 00° 05' 34" East, along the east line of said Unit "C", a distance of 217.47 feet to a point on the north right-of-way line of North 50th Street; thence South 89° 52' 06" West, along the north right-of-way line of said North 50th Street, a distance of 30.00 feet to the northwest corner of said right-of-way; thence South 00° 07' 54" East, along the west right-of-way line of said North 50th Street, a distance of 98.00 feet to a point on the south line of said Unit "C"; thence North 89° 47' 53" West, along the south line of said Unit "C", a distance of 3.00 feet to a point; thence North 00° 07' 54" West, a distance of 58.86 feet to a point of curvature; thence on a curve to the left, a distance of 81.21 feet, a radius of 567.00 feet, a central angle of 8° 12' 24", and a chord bearing of North 04° 14' 06" West, a chord distance of 81.14 feet to a point; thence North 08° 20' 17" West, a distance of 177.76 feet to a point on the north line of said Unit "C"; thence South 89° 53' 14" East along the north line of said Unit "C", a distance of 64.33 to the Point of Beginning, containing a calculated area of 10,897 square feet (0.25 acres), more or less