



MISC Inst. # 2018018643, Pg: 1 of 4 Rec Date: 03/13/2018 10:05:49.733
Fee Received: \$28.00 Electronically Recorded By: AH
Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

After recording return to: Warren R. Whitted, Jr., 6457 Frances St., Ste 100, Omaha, Nebraska 68106

AMENDED DEED OF TRUST

THIS AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS ("Amendment") is executed effective March 13th, 2018, by and between the following:

TRUSTOR/BORROWER: RIVERVIEW PROPERTIES, LLC, A Nebraska limited liability company, Borrower.

TRUSTEE: Warren R. Whitted, Jr. a member of the Nebraska State Bar Association.

BENEFICIARY/LENDER: HOUGHTON BRADFORD WHITTED PC, LLO, a Nebraska professional corporation and HOUGHTON VANDENACK WILLIAMS WHITTED WEAVER PARSONAGE LLC a Nebraska limited liability company.

PREAMBLE:

This Amendment is intended to amend and modify the Deed of Trust dated August 1, 2016 and recorded in the Office of the Register of Deeds of Douglas's County, Nebraska as Instrument 2016082636 on October 5, 2016. **Except as herein modified, the Deed of Trust remains in full force and effect enforceable according to its terms without interruption and with the same priority securing the obligations set forth herein.**

Borrower is indebted to the Lender for all loans advanced and services rendered or performed by Lender but unpaid as follows:

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- (a) Amended and Restate Promissory Note dated November 1, 2017 in the original principal amount of **ONE HUNDRED FORTY THREE THOUSAND THREE HUNDRED TWENTY THREE AND 92/00 DOLLARS (\$143,323.92)**.
- (b) An open account with Lender for the legal services and out of pocket expenses rendered or to be rendered by Lender. As February 28, 2018 such amount is **TWENTY-TWO THOUSAND THREE HUNDRED TWENTY-FIVE AND 50/00 DOLLARS (\$22,325.50)**. This amount will fluctuate as agreed by the parties. Additional amounts incurred will be treated as additional advances and will be fully secured hereby.

(All of the referenced promissory notes are referred to in this Deed of Trust as the "Notes" and the open account is referred to as the "Open Account"). The Notes and Open Account secured by this Deed of Trust include any renewals, extensions, substitutions and amendments of such Notes or the terms of the Open Account payable in accordance with the terms of the Note and the Open Account Agreement.

CONVEYANCE:

For value received, Borrower irrevocably grants, transfers, and conveys to Trustee, in trust, with **POWER OF SALE**, the following described real estate located at 115 Hickory Street, Omaha, Douglas County, Nebraska, to wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

together with (i) all buildings, structures, additions, enlargements, modifications, repairs, replacements, and improvements now or hereafter located thereon, (ii) all equipment, machinery and fixtures (including, without limitation, all lighting, heating, ventilating, cooling, air conditioning, sprinkling and plumbing fixtures, water and power systems, engines, boilers, ranges, ovens, dishwashers, mirrors and mantels, decorative moldings, carpeting and other floor coverings, furnaces, oil burners, elevators and motors, refrigeration plants or units, communication systems, dynamos, transformers, electrical equipment, storm and screen windows, doors, awnings and shades) now or hereafter attached to, or built in, any building or improvement now or hereafter located hereon, (including, without limitation, proceeds of insurance and condemnation awards), all of which is hereinafter collectively called the "Property".

PURPOSE OF SECURING:

This conveyance of Property to the Trustee is made for the purpose of securing each and every of the following:

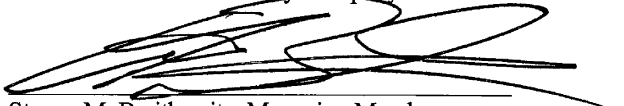
- (a) payment of all sums due on the Notes;

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- (b) An open account for legal services
- (c) payment of any late charges, prepayment charges or other charges owed by borrower to lender on the Note and this Deed of Trust.
- (d) payment of any and all other amounts that may be due and owing by Borrower to Lender.

IN WITNESS WHEREOF, Borrower has executed this Amendment this 13th day of March 2018.

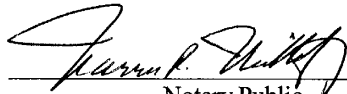
RIVERVIEW PROPERTIES, LLC,
A Nebraska limited Liability Company

By: 
Steven M. Braithwaite, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 13th day of March, 2018, by Steve M. Braithwaite, managing member of Trustor/Borrower.




Notary Public

Commission expires April 19, 2021

WARREN R. Whitted, Jr

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Part of Lots 4, 5, 6, 7, 8 and 12, and all of Lots 9, 10 and 11, and the vacated alley between said lots, in Block 438, part of Lots 2, 7, 15, 19 and 20, and all of Lots 3, 4, 5, 6, 16, 17 and 18, and the vacated alley between said lots, in Block 443, part of Lots 5, 16 and 17, all of Lots 1, 2, 3, 4, 18, 19 and 20, and the vacated alleys between said lots, in Block 448, and that portion of vacated Pine Street and vacated Hickory Street adjoining said lots, all in GRANDVIEW, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, described as follows:

Beginning at the Southeast corner of said Lot 20, Block 448; thence North $02^{\circ}16'18''$ West (assumed bearing), along the East line of said Lots 20 and 1, a distance of 215.00 feet, to the Northeast corner of said Lot 1; thence North $27^{\circ}52'35''$ West, along the West right-of-way line of the East Omaha Drainage District, a distance of 76.17 feet; thence South $86^{\circ}27'20''$ West, along said right-of-way, a distance of 10.00 feet; thence North $20^{\circ}40'07''$ West, along said right-of-way, a distance of 120.00 feet; thence North $86^{\circ}27'20''$ East, along said right-of-way, a distance of 20.00 feet; thence North $20^{\circ}40'07''$ West, along said right-of-way, a distance of 140.91 feet, said point being 22.20 feet Northwesterly of the South right-of-way of vacated Pine Street, measured along said levy right-of-way; thence North $15^{\circ}42'06''$ West, along said right-of-way, a distance of 261.44 feet, to a point 15.00 feet South of the North line of Lot 4, Block 438; thence South $87^{\circ}24'08''$ West, along a line 15.00 feet South of and parallel to the North line of said Block 438, a distance of 151.91 feet; thence South $01^{\circ}16'25''$ East, along a line 18.00 feet West of the East lines of Lots 7 and 8, Block 438, and an extension of said line, a distance of 239.39 feet, to a point on the center line of vacated Pine Street; thence South $87^{\circ}38'54''$ West, a distance of 7.50 feet; thence South $01^{\circ}16'25''$ East, a distance of 31.85 feet, to a point on the Easterly right-of-way line of the Chicago, Burlington and Quincy Railroad; thence Southeasterly, on a 5,818.76 foot radius curve to the left, along the Easterly right-of-way of said railroad, an arc distance of 538.84 feet (said curve has a chord bearing South $18^{\circ}36'59''$ East and a chord distance of 538.65 feet); thence North $88^{\circ}01'43''$ East, along the South line of Lots 17, 18, 19 and 20, Block 448, a distance of 179.64 feet, to the Point of Beginning;

And,

That part of Lot 15, in Block 448, in GRANDVIEW, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, lying West of said Chicago, Burlington and Quincy Railroad right-of-way, described as follows:

Beginning at the Southwest corner of said Lot 15; thence North $01^{\circ}58'17''$ West, along the West line of said Lot 15, a distance of 53.64 feet; thence Southwesterly, on a 5,918.77 foot radius curve to the left, an arc distance of 56.76 feet (said curve has a chord bearing of South $21^{\circ}03'12''$ East and a chord distance of 56.76 feet); thence South $88^{\circ}01'43''$ West, along the South line of said Lot 15, a distance of 18.57 feet, to the Point of Beginning.

ADDRESS: 115 Hickory Street, Omaha, NE

EXHIBIT A