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Lancaster County, NE Assessor/Register of Deeds Office MODOT

Pages: 3

WHEN RECORDED MAIL TO:

First State Bank Nebraska
Hickman Branch
655 Chestnut Street
P.O. Box 231
Hickman, NE 68372

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 17, 2015, is made and executed between Jacobsen Hog Farm, whose address is RR 1 Box 56, Adams, NE 68301 ("Trustor") and First State Bank Nebraska, whose address is Hickman Branch, 655 Chestnut Street, P.O. Box 231, Hickman, NE 68372 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated April 3, 2008 (the "Deed of Trust") which has been recorded in OTOE, JOHNSON, LANCASTER County, State of Nebraska, as follows:

APRIL 4, 2008, LANCASTER CO., INST # 2008015520, APRIL 10, 2008, JOHNSON CO., BOOK 101, PAGE 125, APRIL 11, 2008, OTOE CO., INST. # 200800972

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

PARCEL 1:
THE SOUTH HALF OF THE SOUTHEAST QUARTER (S1/2 SE1/4) OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 9 EAST OF THE 6TH P.M., OTOE COUNTY, NEBRASKA.
PARCEL 2:
THE NORTH HALF OF THE NORTHEAST QUARTER (N1/2 NE1/4) OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 9 EAST OF THE 6TH P.M., OTOE COUNTY, NEBRASKA.
PARCEL 3:
NORTH HALF OF THE NORTHEAST QUARTER (N1/2 NE1/4) OF SECTION 7, TOWNSHIP 6, RANGE 9, JOHNSON COUNTY, NEBRASKA, EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6, RANGE 9, JOHNSON COUNTY, NEBRASKA, AND RUNNING NORTHWARD ON THE SECTION LINE BETWEEN SECTIONS 7 AND 8, 5 CHAINS, THENCE WESTWARD (VARIATION 11 DEGREES EAST) 10 CHAINS; THENCE SOUTHWARD PARALLEL WITH THE SECTION LINE BETWEEN SECTIONS 7 AND 8, 5 CHAINS, THENCE EASTWARD (VARIATION 11 DEGREES EAST) TO THE POINT OF STARTING; AND EXCEPT A PIECE OF LAND BOUNDED ON THE SOUTH AS FOLLOWS: BEGINNING AT A POINT 80 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6, RANGE 9, AND MEASURING IN A SOUTHEAST DIRECTION 235 FEET TO A POINT 44 FEET SOUTH OF THE EDGE OF CREEK BANK, THENCE A LITTLE SOUTH OF EAST 100 FEET TO A POINT 40 FEET FROM THE EDGE OF THE CREEK BANK, THEN DUE EAST 100 FEET TO CORNER POST 40 FEET FROM CREEK BANK; THEN NORTHEAST 75 FEET TO A 10" WALNUT TREE USED FOR POST, THENCE 65 FEET EAST TO AN 8" WALNUT TREE POST, THEN STRAIGHT TO A POINT 6 FEET SOUTH OF THE SOUTHWEST STEEL PIER OF THE BRIDGE 156 FEET, BEGINNING AGAIN 6 FEET SOUTH OF THE SOUTHEAST STEEL PIER OF SAME BRIDGE, RUNNING SOUTH AND EAST 50 FEET TO A POINT DIRECTLY IN LINE WITH THE SOUTH CHORD OF THE BRIDGE AND FROM THERE IN AN ALMOST DUE NORTHEAST DIRECTION TO THE SECTION LINE. SAID PROPERTY ALSO DESCRIBED AS LOT ONE (1) IN THE NORTH HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER

**MODIFICATION OF DEED OF TRUST
(Continued)**

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OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 9 EAST OF THE 6TH P.M., JOHNSON COUNTY, NEBRASKA.
PARCEL 4:
THE WEST HALF OF THE NORTHEAST QUARTER (W1/2 NE1/4) OF SECTION 33, TOWNSHIP 8 NORTH, RANGE
8 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA.

The Real Property or its address is commonly known as 160 AC OTOE, 75 AC JOHNSON, 80 AC LANCASTER
COUNTY, .. NE 68301. The Real Property tax identification number is 001539000, 001700000 (OTOE) 490001939
(JOHNSON), 21-33-200-001-000 (LANCASTER).

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

**THE FUTURE ADVANCE AMOUNT OF THE DEED OF TRUST DESCRIBED ABOVE IS BEING MODIFIED FROM
\$736,000.00 TO NOW BE \$1,300,000.00. AN INCREASE OF \$564,000.00.**

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 APRIL 17, 2015.**

TRUSTOR:

JACOBSEN HOG FARM

By: 
William C. Jacobsen, General Partner of Jacobsen Hog Farm

By: 
Janice F. Jacobsen, General Partner of Jacobsen Hog Farm

LENDER:

FIRST STATE BANK NEBRASKA

X 
Tim Kalkowski, Branch President

MODIFICATION OF DEED OF TRUST
(Continued)

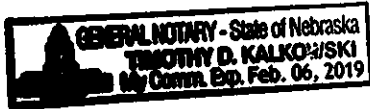
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PARTNERSHIP ACKNOWLEDGMENT

STATE OF NE)
) SS
COUNTY OF LANCASTER)

On this 17 day of APRIL, 20 15, before me, the undersigned Notary Public, personally appeared William C Jacobsen, General Partner of Jacobsen Hog Farm and Janice F Jacobsen, General Partner of Jacobsen Hog Farm, 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 Timothy D. Kalkowski
Printed Name: TIMOTHY D KALKOWSKI
Notary Public in and for the State of NE
Residing at LINCOLN
My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF NE)
) SS
COUNTY OF LANCASTER)

On this 17 day of APRIL, 20 15, before me, the undersigned Notary Public, personally appeared Tim Kalkowski, and known to me to be the Branch President, authorized agent for First State Bank Nebraska that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First State Bank Nebraska, duly authorized by First State Bank Nebraska 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 First State Bank Nebraska.



By Cara J. Peters
Printed Name: Cara J Peters
Notary Public in and for the State of NE
Residing at _____
My commission expires 9-17-2018