

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2014-03986

2014 Feb 27 10:33:06 AM

Sheryl J. Dowling

REGISTER OF DEEDS



COUNTER JS
VERIFY JS
FEES \$ 16.00
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SUBMITTED TITLECORE ESCROW - COMMER

WHEN RECORDED MAIL TO:
First Westroads Bank, Inc.
15750 West Dodge Road
Omaha, NE 68118

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST AND MODIFICATION OF ASSIGNMENT OF RENTS

THIS MODIFICATION OF DEED OF TRUST AND MODIFICATION OF ASSIGNMENT OF RENTS dated February 12, 2014, is made and executed between The Venteicher Limited Liability Company, A Nebraska Limited Liability Company ("Trustor") and First Westroads Bank, Inc., whose address is 15750 West Dodge Road, Omaha, NE 68118 ("Lender").

Deed of Trust and Assignment of Rents. Lender and Trustor have entered into a Deed of Trust and Assignment of Rents dated January 14, 2013 (the "Deed of Trust and Assignment of Rents") which have been recorded in Sarpy County, State of Nebraska as follows:

Recorded on January 16, 2013 in Instrument Number 2013-01483 and Instrument Number 2013-01484, respectively

REAL PROPERTY DESCRIPTION. The Deed of Trust and Assignment of Rents now covers the following described real property located in Sarpy County, State of Nebraska:

LOTS 7, 8, 9 AND 10, IN PORTAL PLAZA SOUTH, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

The Real Property or its address is commonly known as Papillion, NE 68046 The real Property Tax Identification number is 011590372, 011590373, 011590374 and 011590375.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust and Assignment of Rents as follows:

The word "Note" means the promissory note dated February 12, 2014 in the original principal amount of \$1,108,500.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. Notice to Trustor: The Credit Agreement contains a Variable Interest Rate.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust and Assignment of Rents 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 Assignment of Rents 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 Assignment of Rents (the "Note"). It is the intention of Lender to retain as liable all parties to the Assignment of Rents 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 Assignment of Rents 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 applied not only to any initial extension of modification, but also to all such subsequent actions.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND MODIFICATION OF ASSIGNMENT OF RENTS AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST AND MODIFICATION OF ASSIGNMENT OF RENTS IS DATED FEBRUARY 12, 2014.

TRUSTOR:

THE VENTEICHER LIMITED LIABILITY COMPANY

By: *George W. Venteicher*
George W. Venteicher, Member of the Limited Liability Company

By: *Frank H. Kulig*
Frank H. Kulig, Member of the Limited Liability Company

LENDER:

FIRST WESTROADS BANK, INC.

X *J.R.K.*
James R. Kamm, Senior Vice President

12-116472

MODIFICATION OF DEED OF TRUST AND MODIFICATION OF ASSIGNMENT OF RENTS
(Continued)

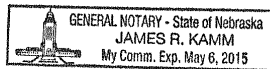
Loan No: 9816

Page 2

LIMITED LIABILITY ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 19th day of FEBRUARY, 2014 before me, the undersigned Notary Public, **George W. Venteicher, Member of The Venteicher Limited Liability Company and Frank H. Kulig, Member of The Venteicher Limited Liability Company**, personally appeared and known to me to be the partners or designated agent of the Limited Liability Company that executed the Modification of Assignment of Rents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the Limited Liability Company.

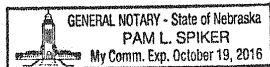


By J.R.K.
Notary Public in and for the State of NEBRASKA
Residing at OMAHA, NEBRASKA
My commission expires 5-6-15

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) ss
COUNTY OF Douglas)

On this 19 day of February, 2014, before me, the undersigned Notary Public, personally appeared **James R. Kamm, Senior Vice President**, authorized agent for **First Westroads Bank, Inc.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Westroads Bank, Inc.**, duly authorized by **First Westroads Bank, Inc.** through its board of directors or otherwise, for the uses and purposes therein mentioned, and oath stated that he is authorized to execute this said instrument and in fact executed this said instrument of **First Westroads Bank, Inc.**



By Pam L. Spiker
Notary Public in and for the State of Nebraska
Residing at Omaha
My commission expires 10-19-16