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SUBMITTED_PINNACLE BANK - PAPILLION

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2018-27201
2018 Nov 16 03:48:11 PM
Sheryl J. Dowling
REGISTER OF DEEDS



WHEN RECORDED MAIL TO:

PINNACLE BANK
PAPILLION MAIN OFFICE
1200 GOLDEN GATE DR
PO BOX 461209
PAPILLION, NE 68046

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 14, 2018, is made and executed between MARKET GRETNA, LLC, a Nebraska Limited Liability Company, whose address is 10710 S 168TH AVE, OMAHA, NE 68136 ("Trustor") and PINNACLE BANK, whose address is PAPILLION MAIN OFFICE, 1200 GOLDEN GATE DR, PO BOX 461209, PAPILLION, NE 68046 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated June 16, 2017 (the "Deed of Trust") which has been recorded in SARPY County, State of Nebraska, as follows:

RECORDED ON JUNE 19, 2017 IN THE OFFICE OF SARPY COUNTY REGISTER OF DEEDS AS INSTRUMENT NUMBER 2017-14174.

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

LOT 1, ROYAL VIEW APARTMENT COMMUNITY REPLAT 1, AN ADDITION TO THE CITY OF GRETNA, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

The Real Property or its address is commonly known as 10746 S 204TH ST., GRETNA, NE 68028.

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

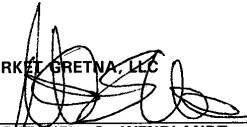
THIS MODIFICATION IS TO INCREASE THE PRINCIPAL AMOUNT TO \$2,122,500.00.

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 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 NOVEMBER 14, 2018.

TRUSTOR:

MARKET GRETNA, LLC

By: 
MITCHEL S WENDLANDT, Administrative Member of MARKET GRETNA, LLC

By: 
RICK J HOLLENDIECK, Administrative Member of MARKET GRETNA, LLC

LENDER:

PINNACLE BANK

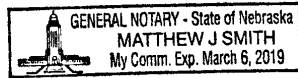
X 
Matt Smith, Asst. Vice President

MODIFICATION OF DEED OF TRUST
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

On this 14 day of NOVEMBER, 20 18, before me, the undersigned Notary Public, personally appeared MITCHEL S WENDLANDT, Administrative Member of MARKET GRETNA, LLC and RICK J HOLLENDIECK, Administrative Member of MARKET GRETNA, LLC, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.



By [Signature]
Printed Name: MATTHEW J SMITH
Notary Public in and for the State of NE
Residing at PAPILLION
My commission expires 3/6/2019

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Sarpy)

On this 14 day of November, 20 18, before me, the undersigned Notary Public, personally appeared Matt Smith, and known to me to be the Asst. Vice President, authorized agent for PINNACLE BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of PINNACLE BANK, duly authorized by PINNACLE 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 PINNACLE BANK.



By [Signature]
Printed Name: Rebecca Holt
Notary Public in and for the State of NE
Residing at Bellew
My commission expires April 19, 2020