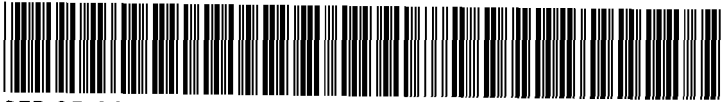


MISC 2013091081



SEP 05 2013 16:07 P 3

Fee amount: 22.00  
FB: 01-60000  
COMP: AH

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
09/05/2013 16:07:39.00



2013091081

Recording Requested By,  
And After Recording, Return To:  
WELLS FARGO BANK,  
NATIONAL ASSOCIATION  
P.O. Box 3086  
Winston-Salem, NC 27101  
Attn: Loan Documentation

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FIRST MODIFICATION OF DEED OF TRUST AND  
ASSIGNMENT OF RENTS AND LEASES

THIS MODIFICATION (this "Modification") is entered into as of August 30, by and between 8901 BUILDING, LLC, ("Trustor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Beneficiary").

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Deed of Trust and Assignment of Rents and Leases dated as of November 13, 2009, executed by Trustor to Wells Fargo National Bank, as Trustee, in favor of Beneficiary, and recorded on November 20, 2009, as Instrument (Serial) No, 2009124970 of the Official Records of Douglas County, Nebraska, as it may have been amended from time to time ("Deed of Trust"), with respect to the real property described on Exhibit A attached hereto and incorporated herein by this reference.

B. The obligations secured by the Deed of Trust have been modified and increased, and Trustor and Beneficiary have agreed to modify the Deed of Trust to accurately reflect the obligations secured thereby.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. The Deed of Trust is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the payment to Beneficiary of all indebtedness and performance of all obligations evidenced by and arising under that certain promissory note dated as of August 30, 2013 executed by Triple M Investments, LLC and Trustor payable to Beneficiary or its order, in the principal amount of Six Million Seven Hundred Eighty-Seven Thousand Dollars (\$6,787,000.00) [(which promissory note represents the refinancing with additional financing included of that certain promissory note dated as of November 13, 2009, and secured by the Deed of Trust), together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced by said promissory note, even if not specifically referenced therein.

2. The Deed of Trust is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the payment to Beneficiary of all obligations or liability of Trustor and Triple M Investments, LLC, or either of them to Beneficiary, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever.

3. The real property and the whole thereof described in the Deed of Trust shall remain subject to the lien, charge or encumbrance of the Deed of Trust, as amended from time to time, and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes and/or the Deed of Trust.

4. All terms and conditions of the Deed of Trust not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Deed of Trust shall be read together, as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

BENEFICIARY:

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: *Rochelle L. Eigsti*  
Rochelle L. Eigsti, Vice President

TRUSTOR:

8901 BUILDING, LLC, a Nebraska limited liability  
Company

By: *John C. Mitchell II*  
John C. Mitchell II, Manager

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF DOUGLAS     )

The foregoing instrument was acknowledged before me on this 30<sup>th</sup> day of August, 2013, by John C. Mitchell, II, Manager of 8901 Building, LLC, a Nebraska limited liability company.

*Rochelle L. Eigsti*  
Notary Public



00523696.DOC

EXHIBIT A  
TO  
MODIFICATION OF DEED OF TRUST AND  
ASSIGNMENT OF RENTS AND LEASES

Legal Description of Property:

**PARCEL 1:** That part of the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section 22, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, described as follows:

Commencing at the Southeast corner of 90th Street and Indian Hills Drive, which point of beginning also is 2,065.2 feet North and 33 feet East of the center of said Section 22; thence East, along the South property line of Indian Hills Drive, a distance of 447.0 feet, to the Southwest corner of 89th Street and Indian Hills Drive; thence South, 150 feet, along the West side of 89th Street; thence West, parallel to the South property line of Indian Hills Drive, a distance of 447.0 feet, to the East boundary of 90th Street; thence North, along the East boundary line of 90th Street, a distance of 150.0 feet, to the Point of Beginning;

EXCEPT that part thereof described as follows:

Beginning at the Southeast corner of 90th Street and Indian Hills Drive (said point being 2,065.2 feet North and 33 feet East of the center of said Section); thence Southerly, on an assumed azimuth of 180°00', a distance of 150.00 feet, along the Easterly South 90th Street right-of-way line; thence Easterly, on an azimuth of 89°42', a distance of 27.00 feet; thence Northerly, on an azimuth of 00°00', a distance of 150.00 feet, to a point on the Southerly Indian Hills Drive right-of-way line; thence Westerly, on an azimuth of 269°42', a distance of 27.00 feet, along the Southerly Indian Hills Drive right-of-way line, to the Point of Beginning;

AND, EXCEPT that part thereof described as follows:

Beginning at the Northwest corner of the described property, said corner being at the intersection of the Easterly right-of-way line of 90th Street and the Southerly right-of-way line of Indian Hills Drive; thence North 87°46'24" East (assumed bearing), along the Southerly right-of-way line of said Indian Hills Drive, a distance of 131.0 feet; thence South 84°55'48" West, a distance of 40.4 feet, to a point located 2.0 feet Southerly of, perpendicular measurement, the Southerly right-of-way line of said Indian Hills Drive; thence South 86°17'15" West, a distance of 38.3 feet, to a point located 3.0 feet Southerly of, perpendicular measurement, the Southerly right-of-way line of said Indian Hills Drive; thence South 87°46'24" West, parallel to the Southerly right-of-way line of said Indian Hills Drive, a distance of 35.9 feet, to the point of curvature of a 25.0 foot radius curve, concave to the Southeast, the chord of said curve bears South 67°10'10" West, a distance of 17.6 feet; thence Southwesterly, along said 25.0 foot radius curve, an arc distance of 18.0 feet, to a point on the Easterly right-of-way line of said 90th Street; thence North 02°03'32" West, along the Easterly right-of-way line of said 90th Street, a distance of 9.2 feet, to the Point of Beginning.

**PARCEL 2:** Part of the Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section 22, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Northeast Quarter of Section 12-15-12; thence North, along the West line of said Northeast Quarter, a distance of 1,915.2 feet; thence East, 60.0 feet, to the true Point of Beginning; thence continuing East, a distance of 220.0 feet; thence South, 241.2 feet; thence West, 247.0 feet, to a point 33.0 feet East of the West line of the said Northeast Quarter; thence Northeast, 242.85 feet, to the Point of Beginning.