



MISC 2014014860



FEB 27 2014 16:25 P 5

Fee amount: 34.00
FB: 64-25560
COMP: BW

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
02/27/2014 16:25:05.00



2014014860

Return To:

FIRST STATE BANK
5370 S 72ND STREET
RALSTON, NE 68127

_____ State of Nebraska _____ Space Above This Line For Recording Data _____

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is _____
02-26-2014 . The parties and their addresses are:

TRUSTOR:

ROADHOUSE PARTNERSHIP, A NEBRASKA GENERAL PARTNERSHIP
13325 MILLARD AVE
OMAHA, NE 68137

TRUSTEE:

FIRST STATE BANK
914 LAKE AVENUE
GOTHENBURG, NE 68138

BENEFICIARY:

FIRST STATE BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEBRASKA
5370 S 72ND STREET
RALSTON, NE 68127

BACKGROUND. Trustor and Beneficiary entered into a Security Instrument dated 09-09-2011
and recorded on 09-09-2011. The Security Instrument was recorded
in the records of DOUGLAS County, Nebraska at
2011076667
The property is located in DOUGLAS County 13325 MILLARD AVE, OMAHA, NE 68137.

Described as:

LOTS 7 THROUGH 18 INCLUSIVE, BLOCK 13, TOWN OF MILLARD, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED
IN DOUGLAS COUNTY, NEBRASKA.

MODIFICATION. For value received, Trustor and Beneficiary agree to modify the original Security Instrument. Trustor and Beneficiary agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

THE MAXIMUM OBLIGATION LIMIT IS INCREASED TO \$452,860.50.

☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$ 452,860.50 ☒ which is a \$ 27,860.50

☒ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Beneficiary's security and to perform any of the covenants contained in the Security Instrument.


WARRANTY OF TITLE. Trustor warrants that Trustor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Trustor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

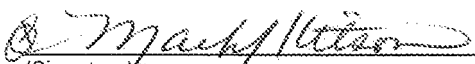
SIGNATURES: By signing below, Trustor agrees to the terms and covenants contained in this Modification. Trustor also acknowledges receipt of a copy of the Modification.

ROADHOUSE PARTNERSHIP

TRUSTOR:

 2-26-14
(Signature) JOSEPH FALCONE, PARTNER (Date)

 26 Feb 14
(Signature) MICHAEL PETTIS, PARTNER (Date)

 2/24/14
(Signature) MARK KITSON, PARTNER (Date)

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

BENEFICIARY:

By  _____
LARRY W RICE, VICE PRESIDENT

By _____

By _____

ACKNOWLEDGMENT:

STATE OF _____, COUNTY OF _____ } ss.
(Individual) This instrument was acknowledged before me this _____ day of _____
by _____
My commission expires:
(Seal)

(Notary Public)

ACKNOWLEDGMENT:

STATE OF NEBRASKA, COUNTY OF DOUGLAS } ss.
(Lender) This instrument was acknowledged before me this 26TH day of FEBRUARY, 2014
by LARRY W RICE, VICE PRESIDENT (Titles) of
FIRST STATE BANK (Name of
Business or Entity) a(n) _____ on behalf of the business or entity.
My commission expires:
(Seal)

(Notary Public)

Loan origination organization FIRST STATE BANK
NMLS ID 721567
Loan originator LARRY W RICE
NMLS ID

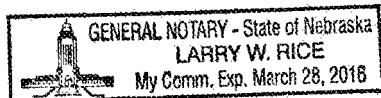
Attachment to Modification of Deed of Trust dated February 26, 2014 by and between Roadhouse Partnership (Trustor) and First State Bank (Beneficiary).

TRUSTOR ACKNOWLEDGMENT:

STATE OF NEBRASKA _____
COUNTY OF DOUGLAS _____ }ss.

This instrument was acknowledged before me this day 26th of Feb 2014
By Joseph Falcone, Michael Pettis and Mark Kitson, Partners of Roadhouse Partnership.

My commission expires:



[Signature]
(Notary Public)