

MISC 2014088451



NOV 12 2014 16:05 P 2

Fee amount: 16.00
FB: 63-38951
COMP: PN

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/12/2014 16:05:10.00



2014088451

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 7, 2014, is made and executed between BONUS FORTUNA, LLC, whose address is 10930 EMMET ST STE B, OMAHA, NE 68164-2970 ("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 March 2, 2012 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nebraska, as follows:

DEED OF TRUST RECORDED 3-07-2012 as INST. #2012022006.

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

Lot 1, in TREMEL HEIGHTS REPLAT 1, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

The Real Property or its address is commonly known as 10930 EMMET ST, OMAHA, NE 68164-2970.

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

THIS MODIFICATION IS TO CORRECT THE LEGAL DESCRIPTION AS FOLLOWS: Lot 1, in TREMEL HEIGHTS REPLAT 1, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

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 NOVEMBER 7, 2014.

TRUSTOR:

BONUS FORTUNA, LLC

By:

JOEL POTTER, Manager of BONUS FORTUNA, LLC

LENDER:

PINNACLE BANK

x

Spencer W Kimball, Senior Vice President

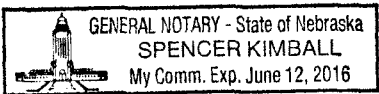
MODIFICATION OF DEED OF TRUST
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NE)
) SS
COUNTY OF DOUGLAS)

On this 7 day of NOV, 2014, before me, the undersigned Notary Public, personally appeared **JOEL POTTER, Manager of BONUS FORTUNA, LLC**, and known to me to be member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

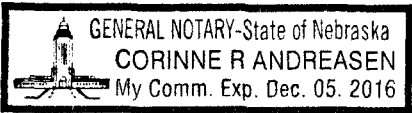


By [Signature]
Printed Name: SPENCER KIMBALL
Notary Public in and for the State of NE
Residing at PAPILLION
My commission expires 6-12-16

LENDER ACKNOWLEDGMENT

STATE OF NE)
) SS
COUNTY OF DOUGLAS)

On this 7 day of NOV, 2014, before me, the undersigned Notary Public, personally appeared **Spencer W Kimball**, and known to me to be the **Senior 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: Corinne R. Andreasen
Notary Public in and for the State of Nebraska
Residing at Gretna NE
My commission expires 12-5-16