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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/9/2013 12:58:29.23



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Return To: ENTERPRISE BANK, N.A., 12800 WEST CENTER ROAD, OMAHA, NE 68144

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MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is October 1, 2013. The parties and their addresses are:

TRUSTOR (Grantor):

TWENTY FIVE B L.L.C.
A Nebraska Limited Liability Company
14921 INDUSTRIAL RD
OMAHA, NE 68144-3232

TRUSTEE:

ENTERPRISE BANK, N.A.
a Nebraska Financial Institution
12800 WEST CENTER ROAD
OMAHA, NE 68144

BENEFICIARY (Lender):

ENTERPRISE BANK, N.A.
Organized and existing under the laws of the United States of America
12800 W Center Road
Omaha, NE 68144

1. **BACKGROUND.** Grantor and Lender entered into a security instrument dated June 22, 2012 and recorded on July 18, 2012 (Security Instrument). The Security Instrument was recorded in the records of Douglas County, Nebraska at INSTRUMENT #2012069626 and covered the following described Property:

TWENTY FIVE B L.L.C.
Nebraska Real Estate Modification
NE/4XXXCARLA00000000000665050N

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Initials _____
Page 1

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LOT ONE (1), ALTECH BUSINESS PARK REPLAT 1, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

The property is located in Douglas County at 3930 SOUTH 147TH STREET, OMAHA, Nebraska 68144.

2. MODIFICATION. For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 15062, dated October 1, 2013, from TWENTY FIVE B L.L.C., TED V GRACE and GERALD R FOX (Borrower) to Lender, with a loan amount of \$180,000.00.

(b) Future Advances. All future advances from Lender to TWENTY FIVE B L.L.C., TED V GRACE and GERALD R FOX under the Specific Debts executed by TWENTY FIVE B L.L.C., TED V GRACE and GERALD R FOX in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to TWENTY FIVE B L.L.C., TED V GRACE and GERALD R FOX either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(c) All Debts. All present and future debts from TWENTY FIVE B L.L.C., TED V GRACE and GERALD R FOX to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of

purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

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

5. ADDITIONAL TERMS. THIS MODIFICATION #15062 IS TO INCREASE THE LOAN AND DEED OF TRUST DATED October 1, 2013 IN THE AMOUNT OF \$180,000.00 FOR A TOTAL AMOUNT OF \$1,210,292.00 FOR LOANS #14271 AND #15062.

CORRECTIONS FOR THE SIGNATURE NAME NEEDS TO READ AS FOLLOWS: TWENTY FIVE B L.L.C., BY TED GRACE DEVELOPMENT L.L.C., MEMBER, BY TED V. GRACE, MANAGER AND TO CORRECT THE MATURITY DATE ON THE DEED OF TRUST DATED JUNE 22, 2012 WHICH NEEDS CERTAIN LANGUAGE INSERTED AS FOLLOWS: FUTURE ADVANCES SECURED BY THIS SECURITY AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO, FUTURE ADVANCES IN THE FORM OF THE OVERDRAFTS AND DEPOSITORY OBLIGATION.

Pursuant to Neb. Rev. Stat. §76-1008(3) of the Nebraska Trust Deeds Act, a copy of any notice of default and a copy of any notice of sale thereunder will be mailed to each person who is a party to this Deed of Trust at the addresses set forth herein in the manner and at the time required in the Nebraska Trust Deeds Act.

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

GRANTOR:

TWENTY FIVE B L.L.C.

By TED GRACE DEVELOPMENT L.L.C., Member

By 
TED V GRACE, Manager

LENDER:

Enterprise Bank, N.A.

By Katey Lenczowski
Katey Lenczowski, Asst. Vice President

ACKNOWLEDGMENT.

STATE OF Nebraska
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 1st day of October, 2013, by TWENTY FIVE B L.L.C.,
By TED GRACE DEVELOPMENT L.L.C., MEMBER, BY TED V. GRACE, MANAGER.

Katey Lenczowski

Notary Public

My commission expires:



(Lender Acknowledgment)

STATE OF Nebraska
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 1st day of October, 2013, by Katey Lenczowski,
Asst. Vice President of Enterprise Bank, N.A., an Association, on behalf of the Association.

Carla Teager

Notary Public

My commission expires:

