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SUBMITTED\_FIRST NATIONAL BANK OF OMA

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
**2016-04770**  
2016 Mar 07 02:27:15 PM  
*Legal J. Dawidny*  
REGISTER OF DEEDS

WHEN RECORDED MAIL TO:  
First National Bank of Omaha  
114th and Dodge  
11404 W Dodge RD  
Omaha, NE 68154

FOR RECORDER'S USE ONLY



**MODIFICATION OF DEED OF TRUST**



\*\*\*\*\*580803032016\*

THIS MODIFICATION OF DEED OF TRUST dated March 3, 2016, is made and executed between Falewitch and Sons, LLC, a Nebraska Limited Liability Company, formerly known as J.C. & Sons, LLC, whose address is 8720 South 114th Street, La Vista, NE, 68128 ("Trustor") and First National Bank of Omaha, whose address is 114th and Dodge, 11404 W Dodge RD, Omaha, NE 68154 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated February 2, 2016 (the "Deed of Trust") which has been recorded in Sarpy County, State of Nebraska, as follows:

Recorded on February 10, 2016, Instrument Number 2016-02815.

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

Lot 29, Brook Valley II Business Park, an addition to the city of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska

The Real Property or its address is commonly known as 8720 S 114th St, LaVista, NE 68128.

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

Increase Max Lien Amount to 1,495,480.26.

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.

ELECTRONIC COPIES. Lender may copy, electronically or otherwise, and thereafter destroy, the originals of this Agreement and/or Related Documents in the regular course of Lender's business. All such copies produced from an electronic form or by any other reliable means (i.e., photographic image or facsimile) shall in all respects be considered equivalent to an original, and Borrower hereby waives any rights or objections to the use of such copies.

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 MARCH 3, 2016.

TRUSTOR:

FALEWITCH AND SONS, LLC

By: *John R. Falewitch*  
John R. Falewitch, Manager of Falewitch and Sons, LLC

MODIFICATION OF DEED OF TRUST  
(Continued)

LENDER:

FIRST NATIONAL BANK OF OMAHA

X John R. Holdenried  
Jake Holdenried, Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska )  
 ) SS  
COUNTY OF Douglas )

On this 3rd day of March, 20 16, before me, the undersigned Notary Public, personally appeared John R Falewitich, Manager of Falewitich and Sons, 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 Lynne E. Martin  
Printed Name: Lynne E. Martin  
Notary Public in and for the State of NE  
Residing at Omaha  
My commission expires 9-13-16



LENDER ACKNOWLEDGMENT

STATE OF Nebraska )  
 ) SS  
COUNTY OF Douglas )

On this 3rd day of March, 20 16, before me, the undersigned Notary Public, personally appeared Jake Holdenried, and known to me to be the Vice President, authorized agent for First National Bank of Omaha that executed the within and foregoing Instrument and acknowledged said Instrument to be the free and voluntary act and deed of First National Bank of Omaha, duly authorized by First National Bank of Omaha 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 First National Bank of Omaha.

By Lynne E. Martin  
Printed Name: Lynne E. Martin  
Notary Public in and for the State of NE  
Residing at Omaha  
My commission expires 9-13-16

