



MISC 2015024798



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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2015024798

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

*****580803012015*

THIS MODIFICATION OF DEED OF TRUST dated March 1, 2015, is made and executed between VK Blondo Properties L.P., whose address is 15504 Spaulding Plaza, Suite 8, Omaha, NE 68116 ("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 and Second Deed of Trust dated April 28, 2011 (collectively, the "Deed of Trust") which have been recorded in Douglas County, State of Nebraska, as follows:

Deed of Trust, Security Agreement and Assignment of Rents dated April 28, 2011, and recorded May 2, 2011, as Instrument No. 2011037490; and

Second Deed of Trust, Security Agreement, and Assignment of Rents dated April 28, 2011, and recorded May 2, 2011, as Instrument No. 2011037492

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

PARCEL 1: Lot 2, in NORTH PARK REPLAT TWO, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, EXCEPT that part thereof described as follows: Commencing at the Southwest corner of Section 8, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska; thence North 03°02'46" West, a distance of 85.10 feet; thence North 86°57'12" East, a distance of 59.03 feet, to the Point of Beginning; thence North 86°55'31" East, a distance of 11.27 feet; thence South 03°04'29" East, a distance of 8.75 feet; thence South 69°19'56" East, a distance of 26.89 feet; thence North 86°55'31" East, a distance of 57.81 feet; thence North 03°04'29" West, a distance of 3.00 feet; thence North 86°55'31" East, a distance of 3.00 feet; thence South 03°04'29" East, a distance of 3.00 feet; thence North 86°55'31" East, a distance of 44.51 feet; thence South 03°04'29" East, a distance of 1.00 foot; thence South 86°55'31" West, a distance of 129.22 feet; thence North 32°52'10" West, a distance of 23.71 feet, to the Point of Beginning.

PARCEL 2: Lot 3, in NORTH PARK REPLAT TWO, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

PARCEL 3: Lot 3, in NORTH PARK REPLAT 1, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, EXCEPT that part thereof described as follows: Beginning at the Southeast corner of said Lot 3; thence Westerly, along the South line of said Lot 3, a distance of 9.63 feet; thence Northeasterly, a distance of 17.48 feet, to a point 2.53 feet West of the East line of said Lot 3 and the West right-of-way line of 117th Avenue; thence Northerly, along a line 2.53 feet West of and parallel with the East line of said Lot 3 and the West right-of-way line of 117th Avenue, a distance of 42.10 feet; thence Easterly, along a line 58.12 feet North of and parallel with the South line of said Lot 3, a distance of 2.53 feet, to the East line of said Lot 3 and the West right-of-way line of 117th Avenue; thence Southerly, along the East line of said Lot 3 and the West right-of-way line of 117th Avenue, a distance of 58.12 feet, to the Southeast corner of said Lot 3 and the Point of Beginning.

The Real Property or its address is commonly known as 2101 N 120th Street, 2012 N 117th Avenue and 11940 Blondo, Omaha, NE 68154.

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

Change interest rate, combine loans for a principal balance of \$4,967,409.94, and extend maturity date.

The promissory notes, including all renewals and modifications, secured by the Deed of Trust and Second Deed of Trust have been modified and combined into one promissory note. All references to "Promissory Note" in the Deed of Trust and Second Deed of Trust are amended to refer to that promissory note executed by Trustor in favor of Lender dated March 1, 2015, in the original principal balance of \$4,967,409.94, including all renewals, modifications, and amendments. The Promissory Note is a modification and renewal of the promissory notes originally referred to in the Deed of Trust and Second Deed of Trust.

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 endorers 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 1, 2015.

69-27547

TRUSTOR:

VK BLONDO PROPERTIES L.P.

VK BLONDO PROPERTIES, INC., A NEBRASKA CORPORATION, General Partner
of VK Blondo Properties L.P.

By: Susan J. Ventelcher by POA
George W. Ventelcher, President of VK BLONDO PROPERTIES, INC., a
Nebraska corporation

LENDER:

FIRST NATIONAL BANK OF OMAHA

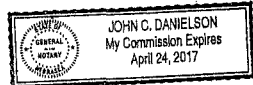
X Scott W. Damrow
Scott W. Damrow, Vice President

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Nebraska

COUNTY OF Douglas

On this 31 day of March, 2015, before me, the undersigned Notary Public, personally appeared George W. Ventelcher, President of VK BLONDO PROPERTIES, INC., a Nebraska corporation, General Partner of VK Blondo Properties L.P., and known to me to be partner or designated agent of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.



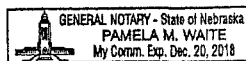
By John C. Danielson
Printed Name: John C. Danielson
Notary Public in and for the State of Ne
Residing at Omaha
My commission expires 4-24-17

LENDER ACKNOWLEDGMENT

STATE OF Nebraska

COUNTY OF Douglas

On this 31st day of March, 2015, before me, the undersigned Notary Public, personally appeared Scott W. Damrow, 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 Pamela M. Waite
Printed Name: Pamela M. Waite
Notary Public in and for the State of Ne
Residing at OMAHA
My commission expires 12-20-18