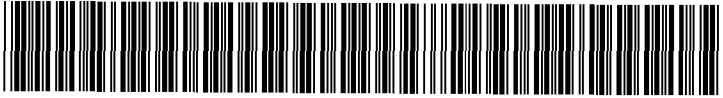




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SEP 15 2015 17:15 P 6

Fee amount: 40.00
FB: 20-10920
COMP: BW

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
09/15/2015 17:15:43.00



2015077914

THIS INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO:

Jon E. Blumenthal
c/o Baird Holm LLP
1700 Farnam Street, Suite 1500
Omaha, Nebraska 68102

**SPREADING AGREEMENT AND AMENDMENT TO DEED OF TRUST, ASSIGNMENT
OF LEASES AND RENTS, SECURITY AGREEMENT [AND] FIXTURE FILING**

THIS SPREADING AGREEMENT AND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT [AND] FIXTURE FILING (this "Amendment") is made effective as of the 15th day of September, 2015, by and between **MAYBERRY 51, LLC**, a Nebraska limited liability company ("**Borrower**") and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association ("**Lender**"), as both Trustee and Beneficiary of the below-described Deed of Trust.

WHEREAS, Borrower, as "Grantor," entered into that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement [and] Fixture Filing dated September 15, 1998 (the "**Deed of Trust**"), to and in favor of Lender, as "Trustee," for the benefit of Lender, as "Beneficiary," securing the real property described on the attached Exhibit "A", incorporated herein by this reference (the "**Trust Property**"), which Deed of Trust was recorded July 1, 2015, in the office of the Register of Deeds of Douglas County, Nebraska as instrument no. 2015053739; and

WHEREAS, (the Assignment of Rents and Financing Statement, along with any other documents or instruments evidencing or securing the Deed of Trust, are hereinafter collectively referred to as the "**Other Loan Documents**"); and

WHEREAS, Borrower has entered into that certain Purchase Agreement dated as of July 15, 2015, by and between Borrower and Laurence A. Lanphier and Dorothy Lanphier (collectively, "Seller"), pursuant to which Seller will sell to Borrower all of Seller's right, title and interest in the real estate described on the attached Exhibit "B", incorporated herein by this reference (the "**Lanphier Property**"), for the sum of \$650,000.00; and

WHEREAS, Lender has agreed to modify the terms of the Deed of Trust to facilitate the above-described conveyance, and Lender has agreed to amend the Deed of Trust in exchange for Borrower's granting of the Lanphier Property to be secured by the Deed of Trust.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Incorporation of Recitals. The aforesaid recitals are hereby incorporated into this Amendment as if fully set forth in this Section 1.

2. Spreading Agreement. Borrower hereby irrevocably grants, bargains, mortgages, warrants and assigns to Lender, as Trustee in trust pursuant to the Deed of Trust, WITH POWER OF SALE, the Lanphier Property, and the buildings, structures, additions, enlargements, extensions, modifications, repairs and improvements now or hereafter located thereon. The lien of the Deed of Trust is hereby spread to encumber the Lanphier Property, and all provisions of the Deed of Trust shall be applicable to the Lanphier Property, with the same force and effect as if the Lanphier Property had originally been described in the Deed of Trust.

3. Amended Note. The promissory note referenced in the Deed of Trust shall mean and be a reference to that certain Amended and Restated Promissory Note from Borrower in favor of Lender in the amount of \$1,188,750.00, dated on or about the date hereof, as the same may be amended or modified from time to time.

4. Ratification. In all respects not inconsistent herewith, the Deed of Trust and the Other Loan Documents shall otherwise remain unaffected, unchanged and unimpaired and Borrower hereby ratifies and affirms the Deed of Trust and the Other Loan Documents and each of the terms, conditions, representations, and warranties thereof.

5. No Event of Default. Borrower hereby represents and warrants that, to the best of its knowledge, no event of default has occurred pursuant to the Deed of Trust or any of the Other Loan Documents, nor has any event occurred which would cause an event of default pursuant to the Deed of Trust or any of the Other Loan Documents if given the passage of time.

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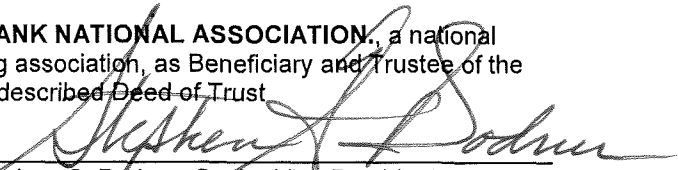
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered effective as of the date first indicated above.

MAYBERRY 51, LLC, a Nebraska limited liability company

By: Bluestone Development, LLC, a Nebraska limited liability company, Manager

By: 
Christian Christensen, President

U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Beneficiary and Trustee of the above-described Deed of Trust

By: 
Stephen G. Bodner, Senior Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

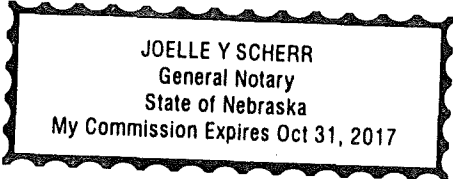
The foregoing instrument was acknowledged before me this 15 day of September, 2015, by Christian Christensen, as President of Mayberry 51, LLC, a Nebraska limited liability company, on behalf of the company, as Grantor of the above-referenced Deed of Trust.



Janet J. Clark
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 14th day of September, 2015, by Stephen G. Bodner, as Senior Vice President of U.S. Bank National Association, a national banking association, on behalf of the bank, as Trustee and Beneficiary of the above-referenced Deed of Trust.



Joelle Y. Scherr
Notary Public

EXHIBIT "A"

Trust Property

PARCEL 1 (5120 Mayberry Street, Omaha, NE 68106):

The South 111 feet of Lots 1, 2, 3, 4 and 5, and all of Lots 6, 7, 8, 21, 22, 23 and 24, in ELDORA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with all of vacated Marcy Street adjacent to said Lots 1, 2, 3, 4, 5, 6, 7 and 8 on the South, and together with the South Half (S1/2) of the vacated alley adjacent to said Lots 6, 7 and 8 on the North, EXCEPT the South 20 feet of said Lots 21, 22, 23 and 24 appropriated by the City of Omaha for opening Mayberry Street and 51st Avenue.

20-10920

PARCEL 2 (5110 Mayberry Street, Omaha, NE 68106):

Lot 25 and the West 32 feet of Lot 26, in ELDORA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, EXCEPT the South 20 feet of said Lots appropriated by the City of Omaha for opening Mayberry Street.

20-10920

PARCEL 3 (836 S 51 ST, Omaha, NE 68106):

The East 18 feet of Lot 26 and all of Lots 27 and 28, in ELDORA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, EXCEPT the South 20 feet of said Lots appropriated by the City of Omaha for opening Mayberry Street.

20-10920

EXHIBIT "B"

Lanphier Property

20-16880

The South 91.00 feet of the East 250.00 feet of Lot 33, in Block 2, in HIMEBAUGH'S ADDITION, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska; and,

The North 25.00 feet of Lots 1, 2, 3, 4 and 5, in ELDORA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska;

20-10920

Together with all of the vacated alley adjacent to said portion of Lot 33 on the South and adjacent to said portions of Lots 1, 2, 3, 4 and 5 on the North.

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