



MISC 2015077915



SEP 15 2015 17:15 P 3

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Register of Deeds, Douglas County, NE
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**FIRST AMENDMENT TO SECOND DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT**

This First Amendment to Second Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement ("First Amendment") is entered into between MAYBERRY 51, LLC ("Trustor") and ASCOT DEVELOPMENT, LLC ("Beneficiary").

WHEREAS, on June 29, 2015, Trustor executed a certain Second Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement (the "Deed of Trust") to Scott A. Meyerson, Esq., as Trustee, for the benefit of Beneficiary; and

WHEREAS, the Deed of Trust was recorded in the office of the Register of Deeds of Douglas County, Nebraska on July 1, 2015 as Instrument No. 2015053741; and

WHEREAS, Trustor and Beneficiary desire to amend the Deed of Trust in certain respects.

NOW THEREFORE, for good and valuable consideration, Trustor and Beneficiary agree as follows:

1. Terms. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Deed of Trust.

2. Amendments. Trustor and Beneficiary hereby amend the Deed of Trust in the following respects:

(a) The "Whereas" paragraph on page 1 of the Deed of Trust is deleted and the following substituted:

WHEREAS, Trustor is indebted to Beneficiary in the principal sum of Five Hundred Eighty Five Thousand Dollars (\$585,000.00) which indebtedness is evidenced by a certain Amended and Restated Promissory Note in the original principal sum of \$585,000.00 made by Trustor dated of even date herewith and having a maturity date of June 29, 2017 (hereinafter called the "Note").

(b) Exhibit "A" to the Deed of Trust is deleted and the Exhibit "A" attached to this First Amendment is substituted.

3. Acknowledgement. Beneficiary hereby acknowledges that the Deed of Trust, as amended by this First Amendment, remains subject and subordinate to the First Priority Lien, as amended, held by U.S. Bank.

4. Ratification. Except as amended by this First Amendment, all of the original terms and provisions of the Deed of Trust shall continue in full force and effect, and the Deed of Trust, as amended by this First Amendment, is hereby ratified and confirmed.

DATED: September 15, 2015.

MAYBERRY 51, LLC
By Bluestone Development, LLC, Manager

By [Signature]
Name: Christian Christensen
Title: President

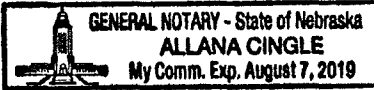
ASCOT DEVELOPMENT, LLC

By [Signature]
Name: Todd Simon
Title: Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 14th day of September, 2015, before me, a notary public in and for said county and state, personally came CHRISTIAN CHRISTENSEN, President of BLUESTONE DEVELOPMENT, LLC, Manager of MAYBERRY 51, LLC, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability companies.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

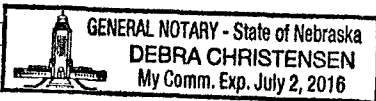
[SEAL] 

[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 14th day of September, 2015, before me, a notary public in and for said county and state, personally came Todd Simon, Member of ASCOT DEVELOPMENT, LLC, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL] 

[Signature]
Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1: 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: 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.

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PARCEL 3: 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.

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PARCEL 4: 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.

20-16880

PARCEL 5: 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.

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PARCEL 6: 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.