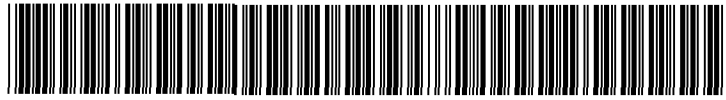




MISC 2016016974



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Fee amount: 28.00  
FB: 20-10920  
COMP: AH

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
03/09/2016 11:20:27.00



2016016974

**SECOND AMENDMENT TO SECOND DEED OF TRUST, ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FINANCING STATEMENT**

This Second Amendment to Second Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement ("Second 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 "Original Deed of Trust") to Scott A. Meyerson, Esq., as Trustee, for the benefit of Beneficiary; and

WHEREAS, the Original 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, on September 15, 2015 Trustor and Beneficiary executed a certain First Amendment to Second Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement ("First Amendment"); and

WHEREAS, the First Amendment was recorded in the office of the Register of Deeds of Douglas County, Nebraska on September 15, 2015 as Instrument No. 2015077915; and

WHEREAS, Trustor and Beneficiary desire to amend the Original Deed of Trust and First Amendment (collectively, the "Deed of Trust") in certain respects; and

WHEREAS, the Deed of Trust encumbers the real estate described on Exhibit "A" attached hereto.

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 as follows:
  - (a) There is added to the front page of the Deed of Trust the following:

**CONSTRUCTION SECURITY AGREEMENT**

**This Deed of Trust is a Construction Security Agreement and secures obligations incurred by Trustor for the purpose of making an improvement of the real estate described herein and constitutes a construction security interest under the Nebraska Construction Lien Act.**

(b) 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 \$1,410,000.00 which indebtedness is evidenced by a certain Second Amended and Restated Promissory Note in the original principal sum of \$1,410,000.00 made by Trustor dated of even date herewith and having a maturity date of June 29, 2017 (hereinafter called the "Note").

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

4. Ratification. Except as amended by this Second 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 Second Amendment, is hereby ratified and confirmed.

DATED: 2/23, 2016.

MAYBERRY 51, LLC  
By Bluestone Development, LLC, Manager

By [Signature]  
Name: Christian Christensen  
Title: President

ASCOT DEVELOPMENT, LLC

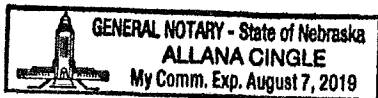
By [Signature]  
Name: Todd Simon  
Title: Member

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS)

On this 23 day of February, 2016, 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]



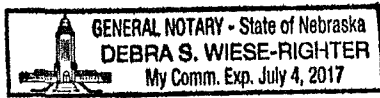
[Signature]  
Notary Public

STATE OF NEBRASKA )  
  ) ss.  
COUNTY OF DOUGLAS)

On this 29<sup>th</sup> day of February, 2016, 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]



Debra S. Wiese-Righter  
Notary Public

**EXHIBIT "A"**

**20-10920**

**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.

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.

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.

**20-16880**

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; 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.