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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
05/22/2017 16:07:40.00



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**RETURN TO**

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**MODIFICATION OF CONSTRUCTION SECURITY AGREEMENT, DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING STATEMENT,  
AND  
ASSIGNMENT OF LEASES AND RENTS**

This Modification of Construction Security Agreement, Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement, and Assignment of Leases and Rents (“Modification”) is made and entered into effective the 17<sup>th</sup> day of May, 2017, by and between **3IRON, LLC**, a Nebraska limited liability company (the “Borrower” or “Trustor”), and **LINCOLN SAVINGS BANK**, and its successors and/or assigns (the “Lender” or “Beneficiary”).

**PRELIMINARY STATEMENT**

WHEREAS, on December 22, 2016, the parties made and entered into that certain Construction Loan Agreement (“**Loan Agreement**”) and certain other loan documents as defined in the Loan Agreement, including but not limited to the Promissory Note dated December 22, 2016, (“**Note**”) and the Construction Security Agreement, Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated December 22, 2016 and recorded December 23, 2016 at Instrument No. 2016107493 in the office of the Register of Deeds of Douglas County, Nebraska (“**Deed of Trust**”), and the Assignment of Leases and Rents dated December 22, 2016, and recorded December 23, 2016,

at Instrument No. 2016107494 in the office of the Register of Deeds of Douglas County, Nebraska (“**Assignment of Leases and Rents**”), together with certain other agreements under which Lender was granted a first lien security interest in and to the real estate described on Exhibit “A” attached hereto and by this reference incorporated herein and the personal property described therein, the purpose of which was to secure the indebtedness of the Note in the principal amount of Three Million One Hundred Twenty-One Thousand and No/100ths Dollars (\$3,121,000.00) (the “**Loan**”); and

WHEREAS, Lender and Borrower have agreed to modify the Deed of Trust and Assignment of Leases and Rents as set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and other good and valuable consideration, receipt of which is hereby acknowledged, Borrower and Lender hereby agree that the Deed of Trust and Assignment of Leases and Rents are amended as follows:

1. Section 1.2(A) of the Deed of Trust is hereby amended in its entirety as follows:

“A. Payment of the following indebtedness (i) the sum of Three Million One Hundred Twenty-One Thousand and 00/100ths Dollars (\$3,121,000.00) according to the terms of a certain Promissory Note dated December 22, 2016, made by Trustor to the order of Beneficiary, and amended to increase the maximum principal amount available under such Promissory Note to \$3,200,000.00, as of May 17, 2017, together with interest thereon at the rate or rates provided in said Promissory Note, and any and all further extensions, modifications, substitutions or renewals thereof, the terms of which are incorporated herein by reference, and the performance and discharge of each and every obligation of Trustor set forth in said Promissory Note.”

2. The Assignment of Leases and Rents is hereby modified as follows:

Any reference to “Note” in the Assignment of Leases and Rents shall refer to that certain Promissory Note dated December 22, 2016 in the original principal amount of \$3,121,000.00, as amended on or about May 17, 2017 to increase the maximum principal amount available to \$3,200,000.00, any and all modifications, extensions, substitutions, or renewals thereof (individually and collectively the “Note”).

3. All terms and conditions of the Deed of Trust and the Assignment of Leases and Rents, as modified, shall remain in full force and effect and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed as of the date first above written.

BORROWER and TRUSTOR:

3IRON, LLC, a Nebraska limited liability company,

By: *Justin Gibson*  
Justin Gibson, Member/President/  
Secretary

By: *Chad McMahon*  
Chad McMahon, Member/Vice President/  
Treasurer

LENDER and BENEFICIARY:

LINCOLN SAVINGS BANK

By: *Kyle Yencer*  
Kyle Yencer, Senior Vice President

STATE OF NEBRASKA    )  
  ) SS.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 2017, by Justin Gibson, Member/President/Secretary of 3iron, LLC, Nebraska limited liability company, for and on behalf of the company.



*Heather K. Vondra*  
Notary Public

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 2017, by Chad McMahon, Member/Vice President/Treasurer of 3iron, LLC, Nebraska limited liability company, for and on behalf of the company.

Heather K. Vondra  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 2017, by Kyle Yencer, Senior Vice President of Lincoln Savings Bank, for and on behalf of said bank.

Heather K. Vondra  
Notary Public



**EXHIBIT "A"**  
**Legal Description**

Lots 4 and 5, Indian Creek Commercial Plaza, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska