



MISC 2016000768



JAN 05 2016 16:50 P 3

Fee amount: 22.00
FB: 03-80000
COMP: BW

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
01/05/2016 16:50:07.00



2016000768

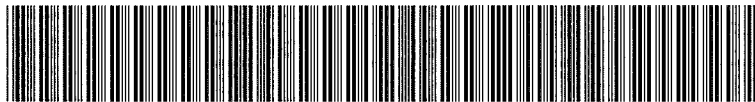
WHEN RECORDED MAIL TO:

Loan Operations
2829 N 90th St
Omaha, NE 68134

FOR RECORDER'S USE ONLY

350002390

MODIFICATION OF DEED OF TRUST



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THIS MODIFICATION OF DEED OF TRUST dated December 17, 2015, is made and executed between Brown Eyed Girl Investments, LLC, a Nebraska Limited Liability Company, whose address is 110 N 9th Street, Omaha, NE 68102 ("Trustor") and American National Bank, whose address is Commercial Sarpy, 1413 South Washington, Ste 100, Papillion, NE 68046 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated May 23, 2014 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Deed of Trust executed by Brown Eyed Girl Investments, LLC to American National Bank, recorded May 30, 2014, in the office of the Register of Deeds of Douglas County, Nebraska, as Instrument No. 2014-040233.

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

See attached "Exhibit A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 110 North 9th Street, Apt A; 114 North 9th Street, Apt B; 112 North 9th Street, Apt C, Omaha, NE 68102.

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

This deed of trust is modified to increase the maximum lien amount from \$1,077,132.00 to \$1,231,181.00.

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 endorsers 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.

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 DECEMBER 17, 2015.

TRUSTOR:

BROWN EYED GIRL INVESTMENTS, LLC

By: Gerald E. Maas
Gerald E. Maas, Member of Brown Eyed Girl Investments, LLC

By: Jane E. Maas
Jane E. Maas, Member of Brown Eyed Girl Investments, LLC

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 350002390

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LENDER:

AMERICAN NATIONAL BANK

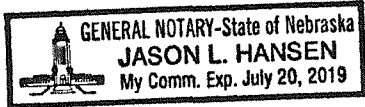
X [Signature]
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Sarpy)

On this 17th day of December, 20 15, before me, the undersigned Notary Public, personally appeared **Gerald E. Maas, Member of Brown Eyed Girl Investments, LLC and Jane E. Maas, Member of Brown Eyed Girl Investments, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature]
Printed Name: Jason L. Hansen
Notary Public in and for the State of Nebraska
Residing at Omaha
My commission expires July 20, 2019



LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Sarpy)

On this 17th day of December, 20 15, before me, the undersigned Notary Public, personally appeared Jason L. Hansen, and known to me to be the First Vice President, authorized agent for **American National Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **American National Bank**, duly authorized by **American National Bank** 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 **American National Bank**.

By [Signature]
Printed Name: Sandra K. Ellenberger
Notary Public in and for the State of Nebraska
Residing at Omaha
My commission expires 4.23.2016

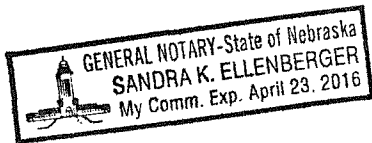


EXHIBIT "A"

That part of Lot 1, Block 93, in the Original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska, lying South and East of Abbott Drive, more particularly described as follows:

Beginning at a point on the South line of said Lot 1, 82.58 feet, more or less, West of the Southeast corner of said Lot 1, being a point on the Southerly line of Abbott Drive, thence Northeasterly, along the Southerly line of Abbott Drive, 91 feet, more or less, to its intersection with the East line of said Lot 1, thence South, along the east line of said Lot 1, 40.03 feet, more or less, to the Southeast corner of said Lot 1, thence West, along the South line of said Lot 1, 82.58 feet, more or less, to the point of beginning, being all that portion of Lot 1 not taken by the City of Omaha for Abbott Drive, and

Lot 4, Block 93, in the Original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska, except that part thereof lying North of the following described line

Beginning at a point on the West line of said Lot 4, 36.12 feet North of the Southwest corner of Lot 4, and extending Northeasterly to a point on the North line of Lot 4, 83.58 feet West of the Northeast corner of said Lot 4, and

Lot 5, Block 93, in the Original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska