



MISC 2015095107



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/10/2015 10:23:58.00



2015095107

RETURN TO

Michael F. Kivett
Walentine, O’Toole, McQuillan & Gordon,
L.L.P.
11240 Davenport Street
Omaha, NE 68154
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MODIFICATION OF DEED OF TRUST

This Modification of Deed of Trust (“Modification”) is made and entered into effective this 6th day of November, 2015, by and between **SGD WESTRIDGE, L.L.C.**, a Texas limited liability company (the “Borrower” or “Trustor”), and **PINNACLE BANK**, a Nebraska state banking corporation, and its successors and/or assigns (the “Lender” or “Beneficiary”).

PRELIMINARY STATEMENT

WHEREAS, on December 18, 2014, the parties made and entered into that certain 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 18, 2014 (“**Note**”) and the Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated December 18, 2014 and recorded December 19, 2014 at Instrument No. 2014098685 in the office of the Register of Deeds of Douglas County, Nebraska (“**Deed of Trust**”), 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, the purpose of which was to secure the

indebtedness of the Note in the principal amount of Six Million Three Hundred Thousand and No/100 Dollars (\$6,300,000.00) (the “**Loan**”); and

WHEREAS, Lender and Borrower have agreed to modify the Deed of Trust 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 is amended as follows:

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

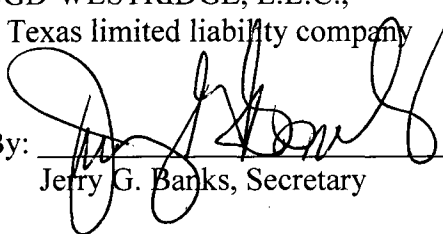
“F. That certain loan made by Beneficiary to 72 Property LLC evidenced by that certain Promissory Note effective December 18, 2014 in the original principal amount of \$6,000,000.00, that certain loan made by Beneficiary to 72nd Crossing LLC evidenced by that certain Promissory Note effective December 18, 2014 in the original principal amount of \$3,000,000.00, that certain loan made by Beneficiary to Maple 144 LLC evidenced by that certain Promissory Note effective December 18, 2014 in the original principal amount of \$2,525,000.00, that certain loan made by Beneficiary to Hillsborough West Plaza LLC evidenced by that certain Promissory Note effective December 18, 2014 in the original principal amount of \$1,710,000.00, that certain loan made by Beneficiary to Hillsborough West LLC evidenced by that certain Promissory Note effective December 18, 2014 in the original principal amount of \$1,600,000.00, that certain loan made by Beneficiary to American Plaza LLC evidenced by that certain Promissory Note effective December 18, 2014 in the original principal amount of \$1,510,000.00, and that certain loan made by Beneficiary to SGD – 885 So. 72nd, L.L.C. evidenced by that certain Promissory Note effective December 18, 2014 in the original principal amount of \$4,850,000.00, that certain loan made by Beneficiary to PS #1, L.L.C. evidenced by that certain Promissory Note effective December 18, 2014 in the original principal amount of \$3,250,000.00, that certain loan made by Beneficiary to NS – Lakeview Lincoln, LLC evidenced by that certain Promissory Note effective November 6, 2015 in the original principal amount of \$12,675,000.00, and that certain loan made by Beneficiary to NS – Norman, LLC, evidenced by that certain Promissory Note effective November 6, 2015 in the original principal amount of \$16,700,000.00, together with all renewals, extensions, modifications, refinancings and consolidations thereof or substitutions therefor.”

2. All other terms and conditions of the Deed of Trust, as modified, remain in full force and effect and are incorporated herein by this reference.

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

BORROWER:

SGD WESTRIDGE, L.L.C.,
a Texas limited liability company

By: 
Jerry G. Banks, Secretary

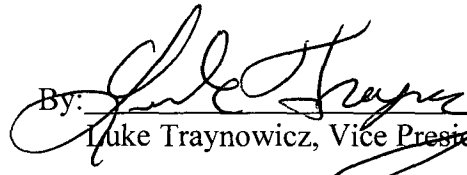
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

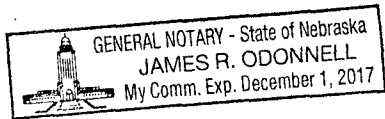
The foregoing instrument was acknowledged before me this 6 day of November, 2015, by Jerry G. Banks, Secretary of SGD Westridge, L.L.C., a Texas limited liability company, for and on behalf of the Company.


Notary Public

LENDER:

PINNACLE BANK

By: 
Luke Traynowicz, Vice President



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6 day of November, 2015, by Luke Traynowicz, Vice President of Pinnacle Bank, for and on behalf of said Bank.


Notary Public

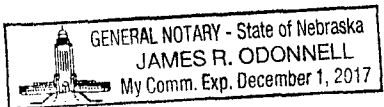


EXHIBIT "A"

Lot 1, KVI-132nd Street Plaza, a Subdivision in Douglas County, Nebraska,

And

A tract of land being part of Lot 2, KVI-132nd Street Plaza, a Subdivision in Douglas County, Nebraska, more particularly described as follows: Beginning at the Southeast corner of said Lot 2 and said point also being the Southeast corner of the subdivision; thence N76°53'01"W (platted bearing) along the Southerly line of the subdivision, a distance of 74.23 feet to a point; thence N0°06'18"W a distance of 247.76 feet to a point; thence N43°26'07"W a distance of 11.49 feet to a point; thence N0°00'22"E a distance of 233.41 feet to a point; thence S89°58'09"W a distance of 226.08 feet to a point; thence N00°01'53"W a distance of 49.29 feet to a point of curvature; thence Northeast along a curve to the right, said curve having a radius of 50.00 feet, a long chord of 38.27 feet bearing N22°28'07"E, an arc length of 39.27 feet to a point of tangency; thence N44°58'07"E a distance of 63.53 feet to a point of curvature; thence Northerly along a curve to the left, said curve having a radius of 80.00 feet, a long chord of 43.97 feet bearing N29°01'15"E, an arc distance of 44.54 feet to a point; thence N89°58'09"E a distance of 228.23 feet to the Northeast corner of said Lot 2; thence S0°12'00"W a distance of 674.42 feet to the point of beginning, EXCEPTING THEREFROM that portion conveyed to the State of Nebraska, Department of Roads, in Warranty Deed filed July 11, 2003, as Inst. No. 2003132834.