

MISC 2016044626



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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
06/09/2016 16:45:54.00



2016044626

RETURN TO

Michael F. Kivett
Walentine, O'Toole, McQuillan & Gordon,
L.L.P.
11240 Davenport Street
Omaha, NE 68154
Telephone: (402) 330-6300
Facsimile: (402) 330-6303

SECOND MODIFICATION OF DEED OF TRUST

This Second Modification of Deed of Trust ("Modification") is made and entered into effective the 31st day of May, 2016, by and between **SGD – LM2, L.L.C.**, a Nebraska 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. 2014098678 in the office of the Register of Deeds of Douglas County, Nebraska, as modified by that certain Modification of Deed of Trust dated November 6, 2015 and recorded November 10, 2015 at Instrument No. 2015095105 in the office of the Register of Deeds of Douglas County, Nebraska (collectively "**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.

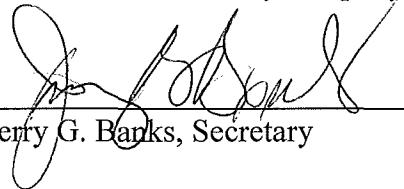
NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and other good and valuable consideration, receipt of which is hereby acknowledged, Borrower and Lender hereby agree that the Deed of Trust is amended as follows:

1. Section 1.2(F) of the Deed of Trust is hereby deleted in its entirety.
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.

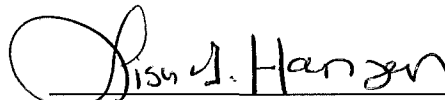
BORROWER:

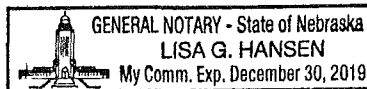
SGD – LM2, L.L.C.,
a Nebraska limited liability company

By: 
Jerry G. Banks, Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 31 day of May, 2016, by Jerry G. Banks, Secretary of SGD – LM2, L.L.C., a Nebraska limited liability company, for and on behalf of the Company.


Notary Public



LENDER:

PINNACLE BANK

By: *Luke Traynowicz*
Luke Traynowicz, Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 31 day of May, 2016, by Luke Traynowicz, Vice President of Pinnacle Bank, for and on behalf of said Bank.

Lynette M. Nelson
Notary Public



EXHIBIT "A"

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