

MISC 2015047588



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Fee amount: 28.00 FB: 16-23318 COMP: YT

Received – DIANE L. BATTIATO Register of Deeds, Douglas County, NE 06/15/2015 14:37:36.00



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LOAN NUMBER: 9990051143

MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is effective as of May 22, 2015, between the Grantor, The Lutheran Home a/k/a The Lutheran Home, Inc. a/k/a Lutheran Home, a Nebraska Corporation, whose address is 530 S 26th Street, Omaha, Nebraska 68105-4102 (" Grantor"), and the Grantee, Lutheran Church Extension Fund - Missouri Synod whose address is 10733 Sunset Office Drive, Suite 300, Saint Louis, Missouri 63127-1020 ("Lender").

Lutheran Church Extension Fund - Missouri Synod and Grantor entered into a Deed of Trust dated February 17, 2006 and recorded on January 22, 2006 as Instrument #2006019378, records of County of Douglas, State of Missouri ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 530 S 26th Street, Omaha, Missouri 68105-4102

Legal Description: See Attached Exhibit "A"

It is the express intent of the Grantor and Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Lender hereby agree to modify the Deed of Trust as follows:

• The Note is hereby modified to reflect a revised principal balance of \$2,437,842.45 consisting of combining the Note's current principal balance of \$2,267,298.63 and the sum of \$170,543.82 in new funds and to provide for repayment over an extended length of time at variable rates of interest, which is acknowledged by Borrower as of the date of this Agreement.

Grantor and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it being the intent of Grantor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guaranter or cosigner shall not be released by virtue of this Agreement.

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. Pursuant to Section 432.047 of the Missouri Statutes, as amended from time to time, oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

By signing below, Grantor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

The Lutheran Home a/k/a The Lutheran Home, Inc. a/k/a Lutheran Home Its: Secretary Its: President **BUSINESS ACKNOWLEDGMENT** STATE OF NEBRASKA COUNTY OF This instrument was acknowledged on the 05/27 15, by Kermit A. Brashear, President on behalf of The Lutheran Home a/k/a The Lutheran Home, Inc. a/k/a Lutheran Home, a Nebraska Corporation , who personally appeared before me. In witness whereof, I hereunto set my hand and, if applicable, official seal. My commission expires: 🏠 GENERAL NOTARY - State of Nebraska Amy R Behnre Notary Public AMY R. BEHNKE My Comm. Exp. July 27, 2016 Identification Number (Official Seal)

BUSINESS ACKNOWLEDGMENT

STATE OF N	IEBRASKA)	
COUNTY OF)	
This instrument was acknowledged on the OU DS by Delmer L. Toebben, Secretary on behalf of The Lutheran Home a/k/a The Lutheran Home, Inc. a/k/a Lutheran Home, a Nebraska Corporation, who personally appeared before me. In witness whereof, I hereunto set my hand and, if applicable, official seal.			
My commission expires: O127116 GENERAL NOTARY- State of Nebraska AMY R. BEHNKE Notary Public Identification Number			
(Official Seal)			
LENDER: Lutheran Church Extension Fund - Missouri Synod			
By: Cynthia Y/Revelle Date Its: Loan Specialist			
BUSINESS ACKNOWLEDGMENT			
STATE OF MISSOURI)			
COUNTY OF ST. LOUIS)			
On this the Gardon before me, her Angel , a Notary Public, personally appeared Cynthia Y. Revelle, Loan Specialist on behalf of Lutheran Church Extension Fund - Missouri Synod, a(n) Missouri nonprofit corporation, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lender by himself/herself as Loan Specialist of Lutheran Church Extension Fund - Missouri Synod, and that the foregoing instrument is the voluntary act and deed of the Lender.			
In witness whereof, I hereunto set my hand and official seal,			
My commission expires: APCITS, 2017			
(Official Seal)	Notary Pub State Frank Commissio My Commission	i ANGELL olic, Notary Seal of Missouri in County on # 13772889 Expires April 19, 201	·
THIS INSTRUMENT PREFARED BY: Lutheran Church Extension Fund - Missouri Synod Lutheran Church Extension Fund - Missouri Synod			
10733 Sunset Office Drive			Cynthia Y. Revelle, Loan Specialist 10733 Sunset Office Drive
Suite 300 Saint Louis, MO 63127-1020			Suite 300
			Saint Louis, MO 63127-1020

EXHIBIT "A"

Lot 1, Lutheran Home, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.