



MISC 2015047588



JUN 15 2015 14:37 P 4

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



2015047588

(Space Above This Line For Recording Data)

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, ^{Nebraska} ~~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.

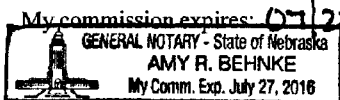
Grantor and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust 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 guarantor or cosigner shall not be released by virtue of this Agreement.

BUSINESS ACKNOWLEDGMENT

STATE OF NEBRASKA)
)
COUNTY OF)

This instrument was acknowledged on the 06/05/15 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: 07/27/16

Amy R. Behnke
Amy R. Behnke
Notary Public
Identification Number

(Official Seal)

LENDER: Lutheran Church Extension Fund - Missouri Synod

Cynthia Y. Revelle 6-9-15
By: Cynthia Y. Revelle Date
Its: Loan Specialist

BUSINESS ACKNOWLEDGMENT

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this the 6-9-15, before me, Keri Angell, 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: April 19, 2017

Keri Angell
Keri Angell
Notary Public

(Official Seal)



THIS INSTRUMENT PREPARED BY:
Lutheran Church Extension Fund - Missouri Synod
10733 Sunset Office Drive
Suite 300
Saint Louis, MO 63127-1020

AFTER RECORDING RETURN TO:
Lutheran Church Extension Fund - Missouri Synod
Cynthia Y. Revelle, Loan Specialist
10733 Sunset Office Drive
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.