

MISC 2015067180



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Received – DIANE L. BATTIATO Register of Deeds, Douglas County, NE 08/12/2015 07:51:48.00



Return To: Business Financial Services, Centris Federal Credit Union, 11718 M Circle, Omaha, NE 68137

Prepared By: Business Financial Services, Centris Federal Credit Union, 11718 M Circle, Omaha, NE 68137

RETURN TO:

DRI Title & Escrow Space Above This Line For Recording Data 13057 W. Center Rd., Ste #1
Omaha, NE 68144

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is August 3, 2015. The parties and their addresses are:

TRUSTOR (Grantor):

CYNTHIA P STEWART, A SINGLE PERSON 2180 Parker Cr Omaha, NE 68110

TRUSTEE:

CENTRIS FEDERAL CREDIT UNION a Nebraska Financial Institution 11718 M Circle Omaha, NE 68137

BENEFICIARY (Lender):

CENTRIS FEDERAL CREDIT UNION

Organized and existing under the laws of Nebraska 11718 M Circle Omaha, NE 68137

1. BACKGROUND. Grantor and Lender entered into a security instrument dated August 9, 2013 and recorded on August 12, 2013 (Security Instrument). The Security Instrument was recorded in the records of Douglas County, Nebraska at Instrument No. 2013081895 filed with Douglas County Register of Deeds and covered the following described Property:

Cynthia P Stewart Nebraska **Real Estate Modification** NE/4XABIGLEY00000000009625010073015N

14Z9Z96-1078046 cial Services ©1996, 2015 Bankers Page 1

Wolters Kluwer Financial Services [©]1996, 2015 Bankers Systems[™]

The property is located in Douglas County at 1102 N 20 St(Parcel A), 1102 1/2 N 20 St(Parcel B), 1110 N 20 St(Parcel C), & 2008 Nicholas St(Parcel D), Omaha, Nebraska 68102.

2. MODIFICATION. For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

- A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:
 - (1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
 - (a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 1189992-60, dated August 9, 2013, from Grantor to Lender, with a maximum credit limit of \$20,000.00.
 - (b) Future Advances. All future advances from Lender to Grantor under the Specific Debts executed by Grantor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Grantor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.
 - (c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- **3. WARRANTY OF TITLE.** Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
- 4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.
- **5. ADDITIONAL TERMS.** Also refer to Assignment of Leases and Rents dated August 9, 2013, recorded August 12, 2013, as Instrument No. 2013081894, with Douglas County Register of Deeds

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

GRANTOR:

LENDER:

Centris Federal Credit Union

Robert F. Tatten, VP Business Relationship Mgr

ACKNOWLEDGMENT.

STATE OF NEBRASKA, COUNTY OF DOUGLAS ss.

This instrument was acknowledged before me this 3rd day of August 2015 by Cynthia P

Stewart .

My commission expires:

(Notary Public)

GENERAL NOTARY - State of Nebraska ANNETTE M. BIGLEY My Comm. Exp. November 8, 2018

(Lender Acknowledgment)

STATE OF NEBRASKA, COUNTY OF DOUGLAS ss.

This instrument was acknowledged before me this 3rd day of August 2015 by Robert F. Tatten -- VP Business Relationship Mgr of Centris Federal Credit Union, a corporation, on behalf of the corporation.

My commission expires: //f/

tary Public)

GENERAL NOTARY - State of Nebraska
ANNETTE M. BIGLEY
My Comm. Exp. November 8, 2018

"EXHIBIT A"

LEGAL DESCRIPTION

(PARCELS A, B, C & D)

Parcel A:

East 27 feet of the South 56 feet of Lot 8, Block 184 ½, Original City of Omaha, as surveyed and lithographed in Douglas County, Neoraska, together with the vacated street on the South and West 17 feet of vacated 20th Street on the East.

Parcel B:

East 31.5 feet of the West 33 feet of the South 56 feet of Lot 8, Block 184 ½, Original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska, together with the strip adjoining.

Parcel C:

East ½ of the North 76 feet of Lot 7 and Irregular 8.8 foot strip adjoining on the North of Lot 8, Block 184 ½, Original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska, together with the 17 feet of vacated 20th Street adjoining North 76 feet.

Parcel D:

South 56 feet of the East ½ of Lot 7 and South 56 feet of the West 1½ feet of Lot 8, Block 184½, Original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska, together with part of the vacated street on the South.