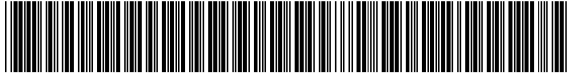




MISC 2015041454



MAY 29 2015 08:45 P 3

Fee amount: 22.00  
FB: 62-25960  
COMP: CC

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
05/29/2015 08:45:00.00



2015041454

THIS INSTRUMENT PREPARED BY:  
**Union Bank & Trust Company**  
Aspen Kinning  
3643 S 48th St  
Lincoln, NE 68506

AFTER RECORDING RETURN TO:  
**Union Bank & Trust Company**  
Aspen Kinning  
3643 S 48th St  
Lincoln, NE 68506

(Space Above This Line For Recording Data)

### MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 26th day of May, 2015, between **Hodges Enterprises #4, LLC**, a Nebraska Limited Liability Company, whose address is 299 N 115th St, Omaha, Nebraska 68154 ("Grantor"), and **Union Bank & Trust Company** whose address is 3643 South 48th Street, PO Box 82535, Lincoln, Nebraska 68501-2535 ("Lender").

**Union Bank & Trust Company** and Grantor entered into a Deed of Trust dated March 15, 2007 and recorded on March 26, 2007, filed for record in records of County of Douglas, State of Nebraska, with recorder's entry number 2007033091 ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 10702 Q St, Omaha, Nebraska 68127

Legal Description: Part of the South 200 feet of the East 200 feet of Lot 1 in Mockingbird Hills West, a Subdivision in Douglas County, Nebraska, more particularly described as follows: Beginning at the Southeast corner of Lot 1; thence N89°40'W (assumed bearing) along the North right-of-way line of "Q" Street a distance of 200.00 feet; thence N00°00'E a distance of 200.00 feet; thence S89°40'E a distance of 200.00 feet to a point on the West right of way line of 107th Street; thence S00°00'W along the West right of way line of 107th Street a distance of 200.00 feet to the point of beginning, EXCEPTING THEREFROM that portion conveyed to the City of Omaha, by Warranty Deed filed January 4, 1994, in Book 1968 at Page 538.

Parcel ID/Sidwell Number: 0579 5010 08

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:

- To restate Indebtedness Paragraph:

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind of now or hereafter owing from Grantor and Hodges Enterprises #1, LLC and/or Hodges Enterprises #2, LLC and/or Hodges Enterprises #3, LLC and/or Hodges Enterprises #4, LLC and/or Hodges Enterprises #5, LLC and/or Hodges Enterprises #6, LLC and/or Hodges Enterprises #7, LLC and/or Hodges Enterprises #8, LLC and/or Hodges Enterprises #10, LLC and/or Hodges Enterprises #14A, LLC and/or Hodges Enterprises of Idaho #3, LLC and/or Hodges Enterprises of Idaho #3A, LLC and/or Hodges Enterprises of Idaho #5, LLC and/or Hodges Enterprises of Las Vegas #1 LLC and/or Hodges Enterprises of Las Vegas #2 LLC and/or Hodges Enterprises of Las Vegas #3 LLC and/or Hodges Enterprises of Las Vegas #4 LLC and/or Hodges Enterprises of Las Vegas #5 LLC and/or Hodges Enterprises of Las Vegas #6 LLC and/or Hodges Enterprises of Las Vegas #7 LLC and/or Hodges Enterprises of Las Vegas #8 LLC and/or Hodges Enterprises of Las Vegas #9 LLC and/or Hodges Enterprises of South Dakota #1, LLC and/or Hodges Enterprises of South Dakota #2, LLC and/or Hodges Enterprises of South Dakota #3, LLC and/or DKPM Investment Corporation to Lender, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreement and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). **INCREASED MAXIMUM PRINCIPAL INDEBTEDNESS:** Grantor hereby acknowledges that the principal amount shown above will automatically be increased by any future advances or other Indebtedness of the Grantor to the Lender. Notwithstanding the foregoing, the parties agree

that the total amount which is secured by this Security Instrument shall not exceed \$1,800,000.00. \_\_\_\_\_ (Initials).

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.

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.

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.

Hodges Enterprises #4, LLC

Dean Hodges (Seal)

By: Dean Hodges Date  
Its: Managing Member

BUSINESS ACKNOWLEDGMENT

STATE OF NEBRASKA )  
COUNTY OF Douglas )

This instrument was acknowledged on the 26<sup>th</sup> day of May, 2015, by Dean Hodges, Managing Member on behalf of Hodges Enterprises #4, LLC, a Nebraska Limited Liability Company, who personally appeared before me.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 2/20/16

Jake Muhleisen

(Official Seal)

LENDER: Union Bank & Trust Company

Jake Muhleisen (Seal)  
By: Jake Muhleisen Date  
Its: Vice President

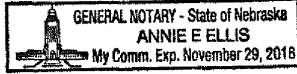
BUSINESS ACKNOWLEDGMENT

STATE OF NEBRASKA )
COUNTY OF LANCASTER )

This instrument was acknowledged on the 26th day of May, 2015, by Jake Muhleisen, Vice President on behalf of Union Bank & Trust Company, a(n) Commercial Bank, who personally appeared before me.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 11/29/18 [Signature]
residing at Lincoln, Nebraska, Lancaster County. Identification Number N/A



(Official Seal)