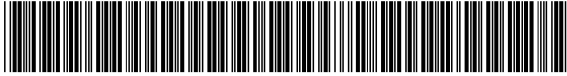




MISC 2015109466



DEC 31 2015 11:49 P 3

Fee amount: 22.00
FB: 62-06279
COMP: MJ

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
12/31/2015 11:49:36.00



2015109466

THIS INSTRUMENT PREPARED BY:
Union Bank & Trust Company
Melanie Petersen
3643 S 48th St
Lincoln, NE 68506

AFTER RECORDING RETURN TO:
Union Bank & Trust Company
Melanie Petersen
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 30th day of December, 2015, between HODGES ENTERPRISES # 4, LLC, a Nebraska Limited Liability Company, whose address is 299 N 115th St, Omaha, Nebraska 68154, and Charleston Pointe, 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 November 3, 2010 and recorded on November 29, 2010, filed for record in records of County of Douglas, State of Nebraska, with recorder's entry number 2010112071 ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 10702 Q St, Omaha, Nebraska 68127

Legal Description: Lots 1 and 2, Charleston Pointe Replat 1, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

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 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 #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 HODGES ENTERPRISES OF COLORADO # 1 LLC and/or HODGES ENTERPRISES OF COLORADO # 2 LLC and/or HODGES ENTERPRISES OF COLORADO # 3 LLC and/or HODGES ENTERPRISES OF COLORADO # 4 LLC and/or HODGES ENTERPRISES OF COLORADO # 5 LLC and/or HODGES ENTERPRISES OF COLORADO # 6 LLC and/or HODGES ENTERPRISES OF COLORADO # 7 LLC and/or HODGES ENTERPRISES OF COLORADO # 8 LLC and/or HODGES ENTERPRISES OF COLORADO # 9 LLC and/or Charleston Pointe, LLC and/or DKPM Investments 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 agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

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.

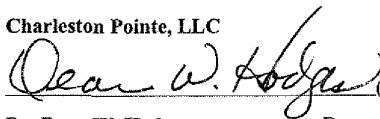
Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

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.

Charleston Pointe, LLC

 (Seal)

By: **Dean W. Hodges** Date
Its: **Manager**

HODGES ENTERPRISES # 4, LLC

_____ (Seal)

By: **Dean W. Hodges** Date
Its: **Manager**

BUSINESS ACKNOWLEDGMENT

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER)

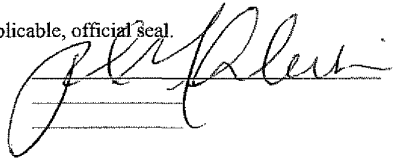
This instrument was acknowledged on the **30th day of December, 2015**, by

Dean W. Hodges, Manager on behalf of **Charleston Pointe, LLC**, a Nebraska Limited Liability Company, who personally appeared before me.

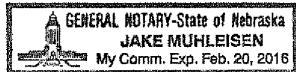
Dean W. Hodges, Manager on behalf of **HODGES ENTERPRISES # 4, LLC**, a Nebraska Limited Liability Company, who personally appeared before me.

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

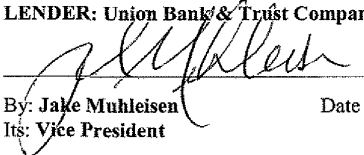
My commission expires: 2/20/16



(Official Seal)



LENDER: Union Bank & Trust Company

 (Seal)

By: **Jake Muhleisen** Date
Its: **Vice President**

BUSINESS ACKNOWLEDGMENT

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER)

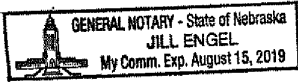
This instrument was acknowledged on the **30th day of December, 2015**, by **Jake Muhleisen, Vice President** on behalf of **Union Bank & Trust Company, a(n) Commercial Bank**, who personally appeared before me.

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

My commission expires: _____
_____ residing at _____,
_____, _____

Jill Engel

Identification Number _____



(Official Seal)