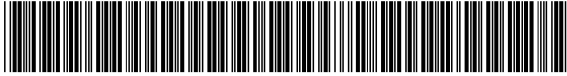




MISC 2015109467



DEC 31 2015 11:49 P 3

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

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
12/31/2015 11:49:39.00



2015109467

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 (" 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 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

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.

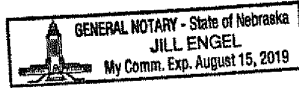
My commission expires: _____

Jill Engel

_____ residing at _____,

_____, _____

Identification Number _____



(Official Seal)