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FILED SARPY COUNTY NEBRASKA INSTRUMENT NUMBER

2015-08119

04/16/2015 12 04 03 PM

Clayl J. Douding

REGISTER OF DEEDS



orn To: Loan Department, Enterprise Bank, NA, 12800 W Center Road, Omaha, NE 68144

Space Above This Line For Recording Data

# MODIFICATION OF DEED OF TRUST

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is April 10, 2015. The parties and their addresses are:

### TRUSTOR (Grantor):

CENTCD 76, L.L.C.

A Nebraska Limited Liability Company 4383 NICHOLAS ST SUITE 300 OMAHA, NE 68131

### TRUSTEE:

ENTERPRISE BANK, N.A. , NOW KNOWN AS ENTERPRISE BANK a Nebraska Corporation 12800 WEST CENTER ROAD OMAHA, NE 68144

## **BENEFICIARY** (Lender):

**ENTERPRISE BANK** 

Organized and existing under the laws of Nebraska 12800 W Center Road Omaha, NE 68144

1. BACKGROUND. Grantor and Lender entered into a security instrument dated April 12, 2013 and recorded on April 17, 2013 (Security Instrument). The Security Instrument was recorded in the records of Sarpy County, Nebraska at 2013-12025 and covered the following described Property:

CENTCD 76, L L C
Nebraska Real Estate Modification
NE/4XXXBRIAN00000000009323012N

Initials

### PARCEL 1:

LOT 17B, IN BROOK VALLEY II BUSINESS PARK, AN ADDITION TO THE CITY OF LAVISTA, AS SURVEYED, PLATTED AND RECORDED, SARPY COUNTY, NEBRASKA.

#### PARCEL 2:

LOT THIRTY (30), IN BROOK VALLEY II BUSINESS PARK, AN ADDITION TO THE CITY OF LAVISTA, AS SURVEYED, PLATTED AND RECORDED, SARPY COUNTY, NEBRASKA.

The property is located in Sarpy County at 114TH ST & CENTENNIAL RD, LAVISTA, Nebraska.

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. 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. 14810, dated April 12, 2013, from Grantor to Lender, with a loan amount of \$442,545.72.
    - (b) All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property.
    - (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. Remove Maturity Date

Future advances secured by this security agreement include, but are not limited to, future



advances in the form of the overdrafts and depository obligations owed to bank and obligations owed to bank under any credit card or purchasing card products.

Pursuant to Neb. Rev. Stat. §76-1008(3) of the Nebraska Trust Deeds Act, a copy of any notice of default and a copy of any notice of sale thereunder will be mailed to each person who is a party to this Deed of Trust at the addresses set forth herein in the manner and at the time required in the Nebraska Trust Deeds Act.

**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:** 

CENTCD 76, L

RAYMOND C TRIMBLE, President/Manager

LOUIS J ROZELLA, JR, Member

LENDER:

**Enterprise Bank** 

Jeff Fikmeier, Sr. Vice President

ACKNOWLEDGMENT. State OF Nelmuska, County OF Sarry ss.
This instrument was acknowledged before me this 10 <sup>th</sup> day of April 2015 by RAYMOND C TRIMBLE - President/Manager and LOUIS J ROTELLA, JR -
Member of CENTCD 76, L.L.C., a Limited Liability Company on behalf of the Limited Liability
Company.
My commission expires:
GENERAL NOTARY - State of Nebraska  (Notary Public)  JEFF EIKMEIER  My Comm Exp Nov 04, 2015
(Lender Acknowledgment)  County OF Sarpy, State OF Debasic ss.  This instrument was acknowledged before me this lot day of David
This instrument was acknowledged before me this day of,
My commission expires:  (Notary Public)  (Notary Public)
GENERAL NOTARY - State of Nebraska CARLA M TEAGER My Comm. Exp. Jan. 10, 2018