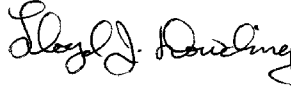


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| COUNTER_JS                       |
| VERIFY_JS                        |
| FEES \$ 28.00                    |
| CHG_SFILE                        |
| SUBMITTED_FIDELITY BANK - CRE171 |

FILED SARPY CO. NE.  
INSTRUMENT NUMBER

**2016-13736**

2016 Jun 14 10:22:33 AM



REGISTER OF DEEDS



After Recording Return To: Jack C. Marvin, Esq., Stinson Leonard Street LLP, 1625 N. Waterfront Parkway, Suite 300, Wichita, KS 67206-6602

**FIRST AMENDMENT TO COMMERCIAL DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

This First Amendment to Commercial Deed Of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing ("Amended Deed of Trust") is made and entered into by the undersigned trustor ("Trustor") in favor of Robert Kniecik, Esq., having a mailing address at c/o Stinson Leonard Street LLP, 1299 Farnam St., Suite 1500, Omaha, Nebraska 68102-1818 (the "Trustee"), for the benefit of Fidelity Bank, whose address is 100 East English, Wichita, Kansas 67201, Attention: Commercial Loan Department ("Beneficiary"), effective as of June 1, 2016.

RECITALS

A. UTF Omaha, LLC ("Original Trustor") originally executed and delivered to GE Commercial Finance Business Property Corporation ("Original Beneficiary"), a Commercial Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated November 16, 2007, filed November 30, 2007 as Document No. 2007-35717 with the Register of Deeds of Sarpy County, Nebraska ("Deed of Trust"), covering certain real and personal property, including the land described in Exhibit "A" attached hereto ("Mortgaged Property").

B. Original Trustor subsequently conveyed the Mortgaged Property to Trustor, and in connection therewith, Trustor assumed all obligations under a certain loan and related loan documents ("Loan Documents") pursuant to the terms of a Loan Modification and Assignment and Assumption Agreement dated November 16, 2007.

C. Thereafter, Original Beneficiary assigned all right, title and interest in the Loan Documents to Beneficiary, and assigned the Deed of Trust to Beneficiary as evidenced by, among other things, an Assignment and Assumption of Loan Documents, filed June 19, 2012 as Document No. 2012-18077, with the Register of Deeds of Sarpy County, Nebraska.

E. The Deed of Trust makes reference to a loan maturity date of December 1, 2017, and upon the certain terms and conditions, Beneficiary has agreed to extend the maturity date to December 1, 2022.

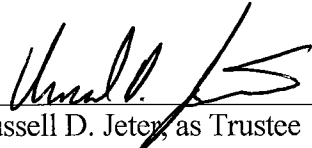
MODIFIED TERM

1. The Trustor hereby agrees that the maturity date as set forth in the Deed of Trust is hereby modified, to state a maturity date of December 1, 2022.

2. Except as expressly modified by this Amended Deed of Trust, the Deed of Trust, is hereby ratified and is in full force and effect.

TRUSTOR:

THE R. JETER FAMILY TRUST UNDER TRUST AGREEMENT DATED JANUARY 29, 1999

By  *Russell*  
Russell D. Jeter, as Trustee

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

*see attached*  
The foregoing instrument was acknowledged before me on June \_\_\_\_, 2016, by Russell D. Jeter, as Trustee of R. JETER FAMILY TRUST UNDER TRUST AGREEMENT DATED JANUARY 29, 1999.

\_\_\_\_\_  
Notary Public

My appointment expires:

EXHIBIT "A"

Lot One (1), Hilltop Industrial Park Replat 4, a Subdivision in Sarpy County, Nebraska

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California \_\_\_\_\_

County of Santa Barbara \_\_\_\_\_

On June 9, 2016 \_\_\_\_\_ before me, Renae Ransom, Notary Public, (here insert name and title of the officer)

personally appeared Russell D. Jeter

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Renae Ransom  
Signature

(Seal)

