

Pages 3 Doc Tax \$            EX #         
Fee Amt \$ 16.50 Ck Pd \$ 16.50  
Cash PD \$            Refund \$             
Paid by #67 STATE FARM Ck # 729738  
          #67 STATE FARM Ck # 728516  
CUSTOMER CODE                     
RETURN TO #67 STATE FARM BANK

           ENVELOPE  
  

TRACT INDEX ☒  
COMPUTER             
COMPARED             
PAGED           

**WHEN RECORDED MAIL TO:**

State Farm Bank, F.S.B.  
P O Box 5961  
Madison, WI 53705-0961

FOR RECORDER'S USE ONLY

2011-3024  
0-192

State of Nebraska Gage County ss. Entered in  
Numerical Index and filed for record the  
23RD day of SEPT., 20 11  
at 9:00 o'clock A. M., and recorded as  
INSTRUMENT NO 2011-3024

RUTH E. SIEMS  
Register of Deeds  
By Donna Stinner Deputy

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated August 4, 2011, is made and executed between **TIMOTHY D NEUMANN and JOHNNNA K NEUMANN; as Husband and Wife ("Trustor")** and **State Farm Bank, F.S.B., whose address is NMLS Company ID 139716, PO Box 2328, Bloomington, IL 61702 ("Lender")**.

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated January 23, 2004 (the "Deed of Trust") which has been recorded in GAGE County, State of Nebraska, as follows:

**RECORDED IN THE AMOUNT OF \$10,200.00 ON 2-3-2004, AS INSTRUMENT NUMBER 2004-0494 IN THE GAGE COUNTY RECORDS**

**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in GAGE County, State of Nebraska:

LOTS ONE (1), TWO (2), AND THREE (3), BLOCK TWO (2), ORIGINAL TOWN OF FILLEY, GAGE COUNTY, NEBRASKA.

BEING THE SAME PREMISES AS CONVEYED IN DEED FROM JANICE N. MCNATT, A SINGLE PERSON RECORDED 05/20/1996 IN BOOK 244, PAGE 656 IN SAID COUNTY AND STATE.

COMMONLY KNOWN AS: 109 MCLEAN ST, FILLEY, NE 68357

The Real Property or its address is commonly known as 109 MCLEAN ST, FILLEY, NE 68357. The Real Property tax identification number is 007462000.

**MODIFICATION.** Lender and Trustor hereby modify the Deed of Trust as follows:

**PRINCIPAL INCREASE OF \$203.19. THE LIEN OF THIS DEED OF TRUST SHALL NOT EXCEED AT ANY ONE TIME \$10,403.19. THE MATURITY DATE OF THIS DEED OF TRUST SHALL BE 5-01-2031.**

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification 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.

**OCCUPANCY (TITLE).** By signing this form, we acknowledge that the intent of our loan is to obtain financing which is, or will be, secured by a dwelling that we will use as our principal residence. If we are not already doing so, we will occupy this residence within 60 days after the closing of our loan.

We also recognize that if we do not inhabit the residence as we have agreed to, we may be in default. If that occurs, State Farm Bank, F.S.B. will have the right to recall our loan, and to demand the immediate payment of the full balance due, plus any other expenses incurred in this respect. (FREE TYPE FIELD)

**TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 4, 2011.**

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MODIFICATION OF DEED OF TRUST  
(Continued)

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TRUSTOR:

x Timothy D Neumann  
TIMOTHY D NEUMANN

x Johnna K Neumann  
JOHNNA K NEUMANN

LENDER:

STATE FARM BANK, F.S.B.

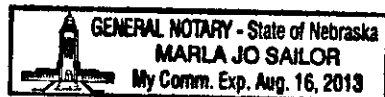
x Tanya Abshire  
Authorized Officer Tanya Abshire

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska

COUNTY OF Gage

)  
) SS  
)



On this day before me, the undersigned Notary Public, personally appeared TIMOTHY D NEUMANN and JOHNNA K NEUMANN, as Husband and Wife, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this

10

day of

August, 2011

By

Marla Jo Sailor  
Notary Public in and for the State of

Residing at

PO Box 221, Pickrell, NE 68422

My commission expires

8-16-13

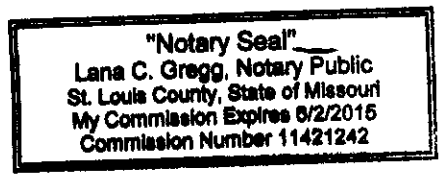
2011-3024

MODIFICATION OF DEED OF TRUST  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Missouri )  
 ) SS  
COUNTY OF St. Louis )

On this 16th day of August, 20 11, before me, the undersigned Notary Public, personally appeared Tanya Abschite, and known to me to be the Bank Officer, authorized agent for State Farm Bank, F.S.B. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of State Farm Bank, F.S.B., duly authorized by State Farm Bank, F.S.B. through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of State Farm Bank, F.S.B..



By Lana C. Gregg  
Notary Public in and for the State of Missouri  
Residing at St. Louis County, Mo.  
My commission expires 6-2-2015