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2008 DEC -1 P 2: 37 8

REGISTER OF DEEDS

THE STATE OF NEBRASKA
COUNTY OF SARPY

## RENEWAL, EXTENSION AND MODIFICATION OF NOTE AND DEED OF TRUST

Effective Date:

December 1, 2008

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**Original Note:** 

Date:

February 29, 2008 \$1,332,000.00

Amount: Original Maker:

CORNHUSKER 7, LLC, a Nebraska limited liability company

Original Payee:

FIRST COMMAND BANK

**Original Deed of Trust:** 

Date:

February 29, 2008

Original Mortgagor:

CORNHUSKER 7, LLC, a Nebraska limited liability company

Mortgagee:

FIRST COMMAND BANK

Trustee:

W. David White

Recorded with:

Register of Deeds of Sarpy County, Nebraska as instrument number

2008-06177

Property Description:

See Exhibit "A" which is attached hereto and incorporated herein for

all purposes

New Maturity Date:

November 30, 2015

Increased Principal Balance (Amount Financed):

\$1,401,779.00

Current Borrower (If same as Original Maker enter "N/C"):

N/C

Current Mortgagor (If same as Original Mortgagor enter "N/C"):

N/C

Holder (If same as Original Payee enter "N/C"):

N/C

Interest Rate:

5.85%

32086

1.5482

STS

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## Payment Schedule:

The Increased Principal Balance and accrued interest will be due and payable in equal monthly installments based on a 25-year amortization beginning on December 31, 2008, and continuing on the last day of each month thereafter until the New Maturity Date, when all unpaid Increased Principal Balance and accrued and unpaid interest will be finally due and payable.

This RENEWAL, EXTENSION AND MODIFICATION OF NOTE AND DEED OF TRUST (this "Renewal") is to be effective as of the Effective Date.

Original Mortgagor executed and delivered to Trustee the Original Deed of Trust, securing the payment of all indebtedness of the Original Maker under or pursuant to the Original Note.

Current Borrower and Holder agree as follows:

- 1. The Original Note and the Original Deed of Trust are renewed, extended and modified by changing the maturity date of the secured indebtedness to the New Maturity Date and are also modified as set forth under "Increased Principal Balance," "Interest Rate," "Payment Schedule" and as otherwise set forth in this Renewal.
- 2. Except as modified by this Renewal, the parties in all respects ratify and confirm the Original Note and the Original Deed of Trust, and the Original Note and the Original Deed of Trust as modified, renewed or extended by this Renewal will be construed as one and the same instrument.
- 3. Release by Current Borrower. In consideration of the agreement of Holder to enter into this Renewal, which consideration is agreed by Current Borrower to be good and sufficient, Current Borrower hereby RELEASES, ACQUITS AND FOREVER DISCHARGES Holder, its directors, officers, shareholders, agents, contractors, employees, affiliates, attorneys, successors and assigns from any and all claims, demands, liens, damages, actions or suits, of any nature or character, whether statutory (including without limitation usury claims), in contract or in tort, known or unknown, which have accrued or may accrue to Current Borrower or any creditor or affiliate of Current Borrower on account of any injuries, damages or losses or otherwise arising out of or in any way connected to (i) any extension of credit by Holder to Current Borrower on or prior to the date hereof, or (ii) any matter or thing done, omitted or suffered to be done by Holder, its directors, officers, shareholders, agents, employees, affiliates, attorneys, predecessors or assignors on or prior to the date hereof.

THIS RENEWAL AND ALL OTHER WRITTEN LOAN DOCUMENTS RELATED TO THIS RENEWAL REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

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IN WITNESS OF THE FOREGOING, Current Borrower and Holder have each executed this Renewal on the dates indicated below, to be effective as of the Effective Date.

**CURRENT BORROWER:** 

**CORNHUSKER 7, LLC** 

Date: 17 Nov. 2008

Name: James A. Dentinger

Title: Member

**HOLDER:** 

FIRST COMMAND BANK

Date: 11/17/2008

Name: Marsha Cooper

COUNTY OF Sarpy

This instrument was acknowledged before me on the 17th day of November, 2008 by James A. Dentinger, Member of Cornhusker 7, LLC, a Nebraska limited liability company, on its behalf.



Notary Public, State of Nebraska

Printed Name: Kendra L Little

My commission expires: August 9 20

THE STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the November, 2008 by Mark Cooper, a Vice President of FIRST COMMAND BANK.

JENNIFER CHAN
Notary Public, State of Texas
My Commission Expires
April 25, 2012

After Filing, Please Return To: First Command Bank
1 FirstComm Plaza
Fort Worth, Texas 76109
Attn: President

2008-37086

## **EXHIBIT "A"**

## **Property Description**

The Easterly 200.00 feet of Lot 79 in COTTON-WOOD, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, more particularly described as follows: Beginning at the NE corner of said Lot 79; thence South 00°26'40" East (assumed bearing), 462.39 feet on the East line of said Lot 79 to the Southeast corner of said Lot 79; thence South 89°33'20" West, 40.00 feet on the south line of said Lot 79 to a point of curve; thence Northwesterly on the Southerly line of said Lot 79 on a 622.27 foot radius curve to the right, chord bearing North 82°59'41" West, a chord distance of 161.36 feet, for an arc distance of 161.82 feet; thence North 00°26'40" West, 443.02 feet on a line 200.00 feet West of and parallel to the East line of said Lot 79 to the North line of said Lot 79; thence East 200.01 feet on the North line of said Lot 79 to the point of beginning.

The foregoing property is also known as Lot 79A in COTTON-WOOD, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.