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Lancaster County, NE Assessor/Register of Deeds Office MODOT

Pages: 3

WHEN RECORDED MAIL TO: GREAT WESTERN BANK Lincoln Business Banking 1235 N Street Lincoln, NE 68508

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated March 9, 2018, is made and executed between CATCHHAMMER LLC, a Nebraska limited liability company, whose address is 9209 FOXEN CIRCLE, LINCOLN, NE 68526-0000 ("Trustor") and GREAT WESTERN BANK, whose address is Lincoln Business Banking, 1235 N Street, Lincoln, NE 68508 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated March 1, 2018 (the "Deed of Trust") which has been recorded in Lancaster County, State of Nebraska, as follows:

Deed of Trust dated March 1, 2018 and recorded on March 5, 2018 as Instrument No. 2018008256 at the Lancaster County Register of Deeds.

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

ALL OF LOT 6 AND THE SOUTH 5 FEET OF LOT 5, JOHNSON AND SCHAFER REPLAT OF A PART OF LOTS 7 THROUGH 10, RILEY AND WHITNEY'S SUBDIVISION, LINCOLN, LANCASTER COUNTY, NEBRASKA

The Real Property or its address is commonly known as 1020 S 39th Street, Lincoln, NE 68510. The Real Property tax identification number is 17-30-440-007-000.

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

This Modification of Deed of Trust is being recorded to correct the inadvertent omission of the name of the Trustee on the Deed of Trust referenced above.

*The "Trustee" of the Deed of Trust referenced above shall be GREAT WESTERN BANK who address is 1235 N * Street, Lincoln, NE 68508.

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.

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 MARCH 9, 2018.

TRUSTOR:

CATCHHAMMER LLC

Ward Hansa Manager of CATCHHAMMER LLC

| LENDER: | |
|---|--|
| Tom Sonderegger, Group President I | |
| LIMITED LIABILITY COMPANY | ACKNOWLEDGMENT |
| COUNTY OF LANCASTRY On this 5th day of Anni Notary Public, personally appeared Shane M Jansa, Manager of CA or designated agent of the limited liability company that executed to |)) SS) before me, the undersigned TCHHAMMER LLC, and known to me to be member the Modification of Deed of Trust and acknowledged |
| the Modification to be the free and voluntary act and deed of the articles of organization or its operating agreement, for the uses a that he or she is authorized to execute this Modification and in faciliability company. A GENERAL NOTARY-State of Nebraska | limited liability company, by authority of statute, its nd purposes therein mentioned, and on oath stated of executed the Modification on behalf of the limited By All All Modern Printed Name: N.764 Add Modern Printed |
| TOSHA ADAMS Ny Comm. Exp. September 20, 2020 | Notary Public in and for the State of NE Residing at Lincoln, NE My commission expires Spranory 20, 30, 30, 30 |
| LIMITED LIABILITY COMPANY | ACKNOWLEDGMENT |
| COUNTY OF LANCASTER |)) \$\$) |
| On this day of Notary Public, personally appeared Lori L Jansa, Manager of CATC designated agent of the limited liability company that executed the Modification to be the free and voluntary act and deed of the liarticles of organization or its operating agreement, for the uses a that he or she is authorized to execute this Modification and in faciliability company. | Modification of Deed of Trust and acknowledged the mited liability company, by authority of statute, its nd purposes therein mentioned, and on oath stated at executed the Modification on behalf of the limited by Printed Name: |
| GENERAL NOTARY-State of Netraska TOSHA ADAMS My Comm. Exp. September 20, 2020 | Residing at Lincoln NE My commission expires Sprember 20,300 |

MODIFICATION OF DEED OF TRUST (Continued)

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| LENDER ACKN | OWLEDGMENT |
|---|--|
| TATE OF NEWFACKA |) |
| OUNTY OF Lancastev |) ss |
| n this Sth day of April | , 20 18 , before me, the undersigned |
| or GREAT WESTERN BANK that executed the within and for the free and voluntary act and deed of GREAT WESTERN is board of directors or otherwise, for the uses and purpo- | known to me to be the Group President I , authorized agent pregoing instrument and acknowledged said instrument to be BANK, duly authorized by GREAT WESTERN BANK through ses therein mentioned, and on oath stated that he or she is excuted this said instrument on behalf of GREAT WESTERN |

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