

2014-01024

**RECORDER JOHN SCIORTINO
POTTAWATTAMIE COUNTY, IA
FILE TIME: 01/28/2014 09:11:05 AM
REC: 30.00AUD: T TAX:
RMA: 1.00ECM: 1.00**

Recorder's Cover Sheet

DOCUMENT TYPE: Amendment to Agreement to Amend and Restate First Mortgage

Preparer Information:

Name: Lynn Hilger
Company: Ameritas Life Insurance Corp.
Address: 5900 O Street
City/State/Zip: Lincoln, NE 68510
PH#: 402 467 7815

Return Document To:

Name: Julie Collins
Company: Professional Title
Address: 222 South 15th Street #240S
City/State/Zip: Omaha, NE 68102

Mortgagor: V & R Joint Venture, a Nebraska general partnership

Mortgagee: Ameritas Life Insurance Corp., a Nebraska corporation

Legal description: A part of the West W 1/2 of the Northwest 1/4 of Section 3 and a part of the East 1/2 of the Northeast 1/4 of Section 4, all in Township 74 North, Range 44 West of the 5th P.M., Pottawattamie County, in the City of Council Bluffs, Iowa, which is more particularly described as follows: Commencing at the West 1/4 corner of said Section 3; thence West 346.40 feet; thence North 1154.61 feet to the point of beginning; thence N53°12'15"E, 464.32 feet; thence S89°37'00"E, 12.55 feet; thence S00°23'00"W, 70.05 feet; thence S36°47'45"E, 286.24 feet; thence Southwesterly 55.19 feet along a 316.48 foot radius curve to the left; thence S53°12'15"W, 319.85 feet; thence S74°37'40"W, 41.07 feet; thence N81°47'45"W, 21.21 feet; thence N44°14'50"W, 38.56 feet; thence along the northeasterly right-of-way line of 35th Street Diagonal N36°47'45"W, 276.62 feet to the point of beginning.

Document or instrument number of previously recorded documents, if applicable: Book 87, Page 6485 recorded 9/10/86; Instrument #8278 recorded 11/20/96; Instrument 22003, Book 104 Page 21914 recorded 4/12/04

When recorded return to:

Karen D. Dike
Ameritas Life Insurance Corp.
5900 "0" Street
Lincoln, Nebraska 68510

Loan No. 29642

**AMENDMENT TO AGREEMENT TO
AMEND AND RESTATE FIRST MORTGAGE**

THIS AGREEMENT is made this 27 day of January ~~X~~, 2014, by and between Ameritas Life Insurance Corp., a Nebraska corporation (hereinafter the "Lender"), and V & R Joint Venture, a Nebraska general partnership (hereinafter "Borrower").

WHEREAS, Ameritas is the holder of a certain Promissory Note executed on September 10, 1986 by Vacanti and Randazzo Construction Company in the amount of Eight Hundred Thousand and No/100 Dollars (\$800,000.00) (hereinafter called "2008 Note"). V & R Joint Venture, a Nebraska general partnership, assumed all obligations under said 2008 Note and the 2008 Note was subsequently amended by an Agreement to Extend and Amend Promissory Note and First Mortgage, dated November 20, 1996, an Agreement to Amend and Restate Promissory Note, dated April 1, 2004 and a Third Amendment to Promissory Note dated of even date herewith (hereinafter collectively the "Note").

WHEREAS, the Note is secured by a First Mortgage dated September 10, 1986, recorded in the records of Pottawattamie County, Iowa on September 10, 1986 in Book 87, Page 6485, as amended by an Agreement to Extend and Amend Promissory Note and First Mortgage dated November 20, 1996, recorded in the records of Pottawattamie County, Iowa on November 20, 1996, Instrument No. 8278, as amended by an Agreement to Amend and Restate First Mortgage dated April 1, 2004, recorded in the records of Pottawattamie County, Iowa on April 12, 2004, Instrument No. 22003 Book 104 Page 21914 (hereinafter collectively the "Mortgage") covering the real estate described in said Mortgage;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Lender and the Borrower agree to amend said Mortgage, pursuant to the following terms:

1. The second paragraph in Section 22. Remedies, on page 16 of the Agreement to Amend and Restate First Mortgage dated April 1, 2004, is deleted in its entirety:
2. All references in the Mortgage to a Note in the amount of \$1,150,000.00 shall be amended to refer to a Note in the amount of \$1,100,000.00.

In all other respects, the Mortgage is unaffected, unchanged, and unimpaired by reason of the foregoing Agreement and by executing this Agreement, Borrower is affirming the indebtedness. Borrower accepts the foregoing and in consideration therefore, agrees to pay the indebtedness evidenced by the amended Note according to the terms thereof as amended hereby.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[signature pages follow]

In Witness Whereof this Agreement has been executed on the dates set forth below and is effective on the date set forth above.

LENDER:

AMERITAS LIFE INSURANCE CORP.,
a Nebraska corporation

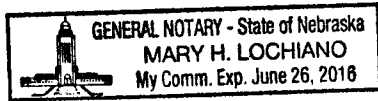
By: *Jon B. Weinberg*
Jon B. Weinberg
Its: Vice President

STATE OF NEBRASKA)
 : ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 22 day of January, 2014, by Jon B. Weinberg, the Vice President of Ameritas Life Insurance Corp., a Nebraska corporation, on behalf of the corporation.

WITNESS my hand and official seal.

(Seal)



Mary H. Lochiano
Notary Public

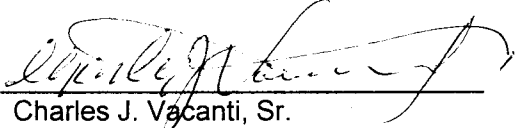
My commission expires: *June 26, 2016*

BORROWER:

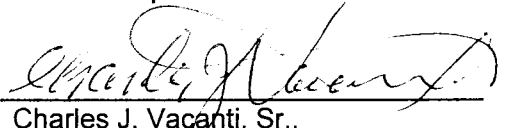
V & R JOINT VENTURE,
a Nebraska general partnership

By: Its General Partners:

V & R COMPANY,
a Nebraska general partnership

By: 
Charles J. Vacanti, Sr.
Its: General Partner

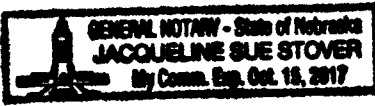
VACRAND, INC.,
a Nebraska corporation

By: 
Charles J. Vacanti, Sr.,
Its: President

[notary acknowledgments on following page]

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

On this 23rd day of January, 2014, before me, a notary public in and for said county, personally appeared Charles J. Vacanti, Sr., who being duly sworn did say that he is General Partner of V & R Company, a Nebraska general partnership, a General Partner of V & R Joint Venture, a Nebraska general partnership, and that said instrument was signed on behalf of said partnership by the authority of the partnership, and he acknowledged the execution of said instrument to be the voluntary act and deed of said partnership by it voluntarily executed.

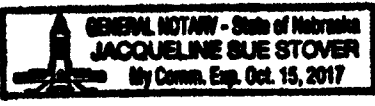


Jacqueline Sue Stover
Notary Public

My Commission Expires: 10-15-17

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

On this 23rd day of January, 2014, before me, a notary public in and for said county, personally appeared Charles J. Vacanti, Sr., who being duly sworn did say that he is President of Vacrand, Inc., a Nebraska corporation, a General Partner of V & R Joint Venture, a Nebraska general partnership, and that said instrument was signed on behalf of said partnership by the authority of the partnership, and he acknowledged the execution of said instrument to be the voluntary act and deed of said partnership by it voluntarily executed.



Jacqueline Sue Stover
Notary Public

My Commission Expires: 10-15-17