

MISC 2010013210



FEB 12 2010 10:18 P 3

3/2 misc  
FEE 16.00 FB 69-29602

BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP ☒

DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
2/12/2010 10:18:58.27



2010013210

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PAGE DOWN FOR BALANCE OF INSTRUMENT

Return To: \_\_\_\_\_  
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Check Number  
\_\_\_\_\_

41

MISC 2008091271

SEP 17 2008 08:41 P 2

misc 11-00 69-291203  
 FEE 11-00  
 BNP C/O COMP  
 DEL M52 SCAN FV  
 2008091271

WHEN RECORDED MAIL TO:  
 MUTUAL OF OMAHA BANK  
 LAKESIDE BRANCH  
 17041 LAKESIDE HILLS PLAZA  
 OMAHA, NE 68130

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 9/17/2008 08:41:18.81  
 2008091271

### MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 13, 2008, is made and executed between JOHN T. SPAUSTAT, A SINGLE PERSON whose address is 10302 ROCKBROOK RD, OMAHA, NE 68124; ("Trustor") and MUTUAL OF OMAHA BANK, whose address is LAKESIDE BRANCH, 17041 LAKESIDE HILLS PLAZA, OMAHA, NE 68130 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated June 11, 2008 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nebraska, as follows:

RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY REGISTER OF DEEDS ON JUNE 23, 2008, AS INST. NO. 2008061667.

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

LOTS 2 AND 3, PARK VIEW HEIGHTS REPLAT TWO, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY NEBRASKA

The Real Property or its address is commonly known as NOT YET ASSIGNED, OMAHA, NE. The Real Property tax identification number is 4378 0402 19; 4378 0404 19.

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

THE LIEN OF THIS DEED OF TRUST SHALL NOT EXCEED AT ANY ONE TIME \$924,754.00.

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 endorser 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 AUGUST 13, 2008.

TRUSTOR:

X JOHN T. SPAUSTAT

LENDER:

MUTUAL OF OMAHA BANK

X BRUCE CRAMER, Senior Vice President

2852

Loan No: 2359305

MODIFICATION OF DEED OF TRUST  
(Continued)

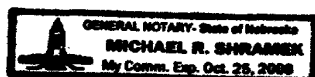
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## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska )  
 ) SS  
COUNTY OF Douglas )

On this day before me, the undersigned Notary Public, personally appeared JOHN T. SPAUSTAT, A SINGLE PERSON, to me known to be the individual described in and who executed the Modification of Deed of Trust, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15 day of August, 20 08.

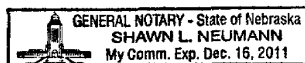


By Michael R. Shramel  
Notary Public in and for the State of Nebraska  
Residing at 16515 Pierce St Omaha NE  
My commission expires Oct 25 2008

## LENDER ACKNOWLEDGMENT

STATE OF Nebraska )  
 ) SS  
COUNTY OF Douglas )

On this 15 day of Aug, 20 08, before me, the undersigned Notary Public, personally appeared BRUCE CRAMER, and known to me to be the Senior Vice President, authorized agent for MUTUAL OF OMAHA BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of MUTUAL OF OMAHA BANK, duly authorized by MUTUAL OF OMAHA BANK 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 MUTUAL OF OMAHA BANK.



By Shawn L. Neumann  
Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires 12/16/2011