



MISC 2014062656



AUG 13 2014 11:02 P 4

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 REC 28.00 PR 38-11520
 EP _____ GO _____ COMP *LC*
 OR _____ SWN _____ PV _____
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
8/13/2014 11:02:24.13



2014062656

Return To: Loan Department, Enterprise Bank, 12800 W Center Road, Omaha, NE 68144

Space Above This Line For Recording Data

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is August 1, 2014. The parties and their addresses are:

TRUSTOR (Grantor):

RONALD J PALAGI
An unmarried individual
3131 S 72ND ST
OMAHA, NE 68124

TRUSTEE:

ENTERPRISE BANK, N.A.
a Nebraska Corporation
12800 WEST CENTER ROAD
OMAHA, NE 68144

BENEFICIARY (Lender):

ENTERPRISE BANK, FORMERLY KNOWN AS ENTERPRISE BANK, N.A.
Organized and existing under the laws of Nebraska
12800 W Center Road
Omaha, NE 68144

1. BACKGROUND. Grantor and Lender entered into a security instrument dated MARCH 26, 2010 and recorded on APRIL 2, 2010 (Security Instrument). The Security Instrument was recorded in the records of Douglas County, Nebraska at INSTRUMENT 2010027699 and covered the following described Property:

RONALD J PALAGI
Nebraska Real Estate Modification
NE/4XXCARLA00000000000675013N

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LOT 1, IN BLOCK 4, IN HOPPE'S BONANZA, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUTNY, NEBRASKA.

The property is located in Douglas County at 6802 AND 6812 S 13TH ST, OMAHA, Nebraska 68107.

2. **MODIFICATION.** For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 8019, dated August 29, 2003, from Grantor to Lender, with a modified maximum credit limit of \$822,250.00.

(b) Future Advances. All future advances from Lender to Grantor under the Specific Debts executed by Grantor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Grantor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property.

(c) All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender fails, with respect to that

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other debt, to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

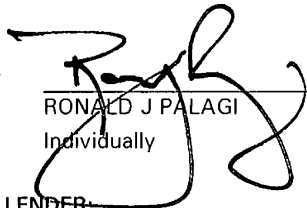
5. ADDITIONAL TERMS. This Real Estate Modification is to remove the maturity date on the Deed of Trust dated March 26, 2010.

Future advances secured by this security agreement include, but are not limited to, future advances in the form of the overdrafts and depository obligations owed to bank and obligations owed to bank under any credit card or purchasing card products.

Pursuant to Neb. Rev. Stat. §76-1008(3) of the Nebraska Trust Deeds Act, a copy of any notice of default and a copy of any notice of sale thereunder will be mailed to each person who is a party to this Deed of Trust at the addresses set forth herein in the manner and at the time required in the Nebraska Trust Deeds Act.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

GRANTOR:



RONALD J PALAGI
Individually

LENDER:

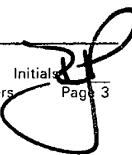
Enterprise Bank, formerly known as Enterprise Bank, N.A.

By 

David Olson, Vice President

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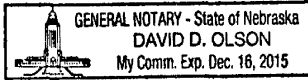
ACKNOWLEDGMENT.

State OF Nebraska, County OF Douglas ss.
This instrument was acknowledged before me this 1 day of August
2014 by RONALD J PALAGI, an unmarried individual.

My commission expires: 12-16-15

David D Olson

(Notary Public)



(Lender Acknowledgment)

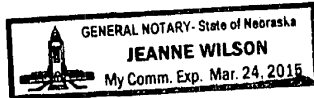
State OF Nebraska, County OF Douglas ss.
This instrument was acknowledged before me this 1st day of August
2014 by David Olson -- Vice President of Enterprise Bank, formerly known as
Enterprise Bank, N.A., a corporation, on behalf of the corporation.

My commission expires:

3/24/15

Jeanne Wilson

(Notary Public)



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