



MISC 2014015132



FEB 28 2014 14:30 P 3

Fee amount: 22.00  
FB: 03-80000  
COMP: BW

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
02/28/2014 14:30:59.00



2014015132

**WHEN RECORDED MAIL TO:**

Mutual of Omaha Bank  
Mail Code: BAZ-04060  
4950 S 48th Street  
Phoenix, AZ 85040

**FOR RECORDER'S USE ONLY**

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated February 27, 2014, is made and executed between **Upstream Brewing Company, L.L.C.**, a Colorado limited liability company, whose address is **514 S. 11th St., Omaha, NE 68102** ("Trustor") and **Mutual of Omaha Bank**, whose address is **Lakeside Hills, 17041 Lakeside Hills Plaza, Omaha, NE 68130** ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated June 20, 2012 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Recorded June 25, 2012 in Register of Deeds, Douglas County, NE #2012061243.

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

Lot Eight (8), Block One Hundred Sixty-Five (165), Original City of Omaha, Douglas County, Nebraska

The Real Property or its address is commonly known as: 514 S. 11th St., Omaha, NE 68102. The Real Property tax identification number is 1530 0003 03.

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

The amount of the Loan is increased to **\$150,000.00**.

**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.

**TEMPORARY INCREASE.** A Temporary increase of \$50,000.00 will be made available for advance until May 6, 2014, at which time, the availability will be reduced back to \$100,000.00 and Borrower shall make a required principal reduction if the principal balance exceeds \$100,000.00 as of May 6, 2014.

**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 FEBRUARY 27, 2014.**

MODIFICATION OF DEED OF TRUST  
(Continued)

TRUSTOR:

UPSTREAM BREWING COMPANY, L.L.C., A COLORADO LIMITED LIABILITY COMPANY

By: [Signature]  
Brian K. Magee, Sr., Managing Member of Upstream Brewing Company, L.L.C., a Colorado limited liability company

LENDER:

MUTUAL OF OMAHA BANK

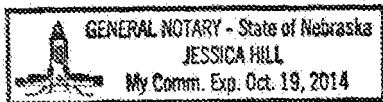
X [Signature]  
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska )  
 ) SS  
COUNTY OF Douglas )

On this 27th day of February, 2014, before me, the undersigned Notary Public, personally appeared Brian K. Magee, Sr., Managing Member of Upstream Brewing Company, L.L.C., a Colorado limited liability company, and known to me to be member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature]  
Printed Name: Jessica Hill  
Notary Public in and for the State of NE  
Residing at Omaha  
My commission expires 10.19.14

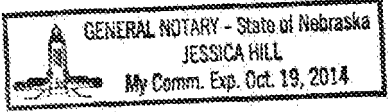


MODIFICATION OF DEED OF TRUST  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Nebraska )  
 ) SS  
COUNTY OF Douglas )

On this 27<sup>th</sup> day of February, 20 14, before me, the undersigned Notary Public, personally appeared Jon Weber, and known to me to be the Authorized Agent, 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 Jessica Hill  
Printed Name: Jessica Hill  
Notary Public in and for the State of NE  
Residing at Omaha  
My commission expires 10-19-14