



MISC Inst. # 2018034175, Pg: 1 of 5 Rec Date: 05/07/2018 14:21:24.370

Fee Received: \$34.00 By: DE

Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

Me

**THIRD AMENDMENT TO PROMISSORY NOTE AND DEED OF TRUST**

Cover Sheet

WHEN RECORDED, RETURNED TO:

Jon E. Blumenthal  
Baird Holm LLP  
1700 Farnam St Ste 1500  
Omaha, NE 68102-2068

**Borrower:** .....Saddlecreek 1011, LLC

**Lender (also known as Bank):** ..... U.S. Bank National Association

**Address:**..... 1011 S Saddle Creek Road, Omaha, NE 68106, Douglas County

**Date of Document (Effective Date):** ..... March 1, 2018

USBCI

dlw

**THIRD AMENDMENT TO PROMISSORY NOTE AND DEED OF TRUST**

This Third Amendment to Promissory Note and Deed of Trust (the "**Amendment**") is dated effective as of March 1, 2018 (the "**Effective Date**"), by and between SADDLECREEK 1011, LLC, a Nebraska limited liability company ("**Borrower**") and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("**Bank**") for purposes of amending that certain Promissory Note from Borrower in favor of Bank dated June 29, 2015, as amended July 1, 2016 (as amended, the "**Note**"), and that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement [and] Fixture Filing from Borrower for the benefit of Bank dated June 29, 2015, and recorded July 1, 2015, in the real estate records of Douglas County, Nebraska as instrument number 2015053726, as amended July 1, 2016, by that certain First Amendment to Promissory Note and Deed of Trust dated July 1, 2016, and recorded August 4, 2016, in the real estate records of Douglas County, Nebraska as instrument number 2016062861, as amended July 1, 2017, by that certain Second Amendment to Promissory Note and Deed of Trust dated July 1, 2017 and recorded August 21, 2017, in the real estate records of Douglas County, Nebraska as instrument number 2017065643 (as amended, the "**Deed of Trust**").

WHEREAS, the parties hereto desire to extend the maturity date of the Note and Deed of Trust.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Loan Agreement is amended as of the Effective Date as follows:

1. **Amendments to Payment Provision of Note.** The "Payment" provision of the Note is hereby amended and modified in its entirety as follows:

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on July 1, 2018 (the "Maturity Date"). In addition Borrower will make payments of accrued unpaid interest on the date hereof, and the first day of each month thereafter, until and including the Maturity Date. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at such place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

2. **Amendment to Maturity Date of Deed of Trust.** The "Maturity Date" as defined in the Deed of Trust is hereby amended to July 1, 2018.

3. **References to Note and Deed of Trust.** All references in the Note and Deed of Trust and any related loan document shall mean the Note and Deed of Trust as amended.

4. **Trust Property.** For recording reference, the Deed of Trust, as amended hereby, encumbers that certain real property described on Exhibit "A".

5. **Miscellaneous.** Except as amended hereby, the Note and Deed of Trust each remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

**BORROWER:**

Saddlecreek 1011, LLC, a Nebraska limited liability company


By: Bluestone Development, LLC, a Nebraska limited liability company, Manager

By:   
Christian Christensen, President

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF DOUGLAS     )

The foregoing instrument was acknowledged before me this 19 day of March, 2018, by Christian Christensen, President of Bluestone Development, LLC, a Nebraska limited liability company, as Manager of Saddlecreek 1011, LLC, a Nebraska limited liability company, on behalf of the company.



  
Notary Public

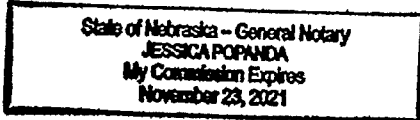
**BANK:**

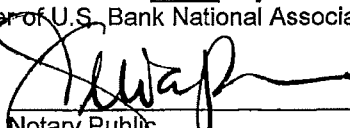
U.S. Bank National Association

By:   
Matt Kutler, Vice President, Commercial Real Estate Manager

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF DOUGLAS     )

The foregoing instrument was acknowledged before me this 30 day of March, 2018, by Matt Kutler, Vice President, Commercial Real Estate Manager of U.S. Bank National Association, on behalf of the Bank.



  
Notary Public

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

PARCEL 1 (1011 S Saddle Creek Road, Omaha NE 68106):

PART OF LOT 1 AND ALL OF LOT 2, IN BLOCK 3, IN WEST SIDE. AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH THE EAST HALF (E1/2) OF THE VACATED ALLEY ADJACENT TO THE SOUTH 30.00 FEET OF SAID LOT 2, BLOCK 3, WEST SIDE ON THE WEST, AND ALSO AN IRREGULAR TRACT OF LAND LYING NORTH OF SAID LOT 1, BLOCK 3, WEST SIDE, AND ALSO ALL OF LOTS 23, 24, 25, 26, 27 AND 28, IN BLOCK 2, IN WEST SIDE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH THE WEST HALF (W1/2) OF THE VACATED ALLEY ADJACENT TO SAID LOTS 23 THRU 28, BLOCK 2, WEST SIDE ON THE EAST, AND ALSO THE INCLUDED PORTION OF VACATED 48TH AVENUE, ALL LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 19, TOWNSHIP 15 NORTH, RANGE 13 EAST OF THE 6TH P.M., IN THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SADDLE CREEK ROAD AND THE WEST LINE OF SAID LOT 1, BLOCK 3, WEST SIDE; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF SADDLE CREEK ROAD ON THE FOLLOWING DESCRIBED COURSES; THENCE NORTH 41°12'54" EAST, A DISTANCE OF 50.85 FEET; THENCE NORTHEASTERLY, ON A CURVE TO THE LEFT WITH A RADIUS OF 370.31 FEET, A DISTANCE OF 108.16 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS NORTH 32°48'01" EAST, A DISTANCE OF 107.77 FEET; THENCE NORTH 24°24'51" EAST, A DISTANCE OF 111.08 FEET, TO THE POINT OF INTERSECTION OF SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF SADDLE CREEK ROAD AND THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 28, BLOCK 2, WEST SIDE; THENCE NORTH 90°00'00" EAST, ALONG SAID NORTH LINE OF LOT 28, BLOCK 2, WEST SIDE, AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 194.90 FEET, TO A POINT ON THE CENTERLINE OF SAID VACATED ALLEY; THENCE SOUTH 00°04'14" EAST, ALONG SAID CENTERLINE OF A VACATED ALLEY, A DISTANCE OF 300.17 FEET, TO THE POINT OF INTERSECTION OF SAID CENTERLINE OF A VACATED ALLEY AND THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 23, BLOCK 2, WEST SIDE; THENCE NORTH 90°00'00" WEST, ALONG SAID SOUTH LINE OF SAID LOT 23, BLOCK 2, WEST SIDE AND THE EASTERLY EXTENSION THEREOF, AND THE SOUTH LINE OF LOT 2, BLOCK 3, WEST SIDE AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 342.88 FEET, TO A POINT ON THE CENTERLINE OF SAID VACATED ALLEY; THENCE NORTH 00°09'26" WEST, ALONG SAID CENTERLINE OF A VACATED ALLEY, A DISTANCE OF 30.00 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 10.00 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 2, BLOCK 3, WEST SIDE; THENCE NORTH 00°09'26" WEST, ALONG SAID WEST LINE OF LOTS 2 AND 1, BLOCK 3, WEST SIDE, A DISTANCE OF 40.18 FEET, TO THE POINT OF BEGINNING.

PARCEL 2 (4852 Pacific Street, Omaha, NE 68106):

THE EAST HALF (E1/2) OF LOTS 3 AND 4, IN BLOCK 3, IN WEST SIDE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH THE WEST HALF (W1/2) OF VACATED 48TH AVENUE ADJACENT THERETO ON THE EAST.

PARCEL 3 (4818 Pacific Street, Omaha, NE 68106):

THE WEST 44 FEET OF LOTS 21 AND 22, IN BLOCK 2, IN WEST SIDE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH THE EAST HALF (E1/2) OF VACATED 48TH AVENUE ADJACENT THERETO ON THE WEST.

PARCEL 4 (4814 Pacific Street, Omaha, NE 68106):

THE WEST 44 FEET OF THE EAST 88 FEET OF LOTS 21 AND 22, IN BLOCK 2, IN WEST SIDE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA.

PARCEL 5 (4822 Pacific Street, Omaha, NE 68106):

THE EAST 44 FEET OF LOTS 21 AND 22, IN BLOCK 2, IN WEST SIDE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH THE WEST HALF (W1/2) OF THE VACATED ALLEY ADJACENT THERETO ON THE EAST.

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