



FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST**

75548



\*#####073505312018\*

**THIS MODIFICATION OF DEED OF TRUST dated May 31, 2018, is made and executed between 6910 Pacific, LLC; a Nebraska Limited Liability Company ("Trustor") and Security National Bank of Omaha, whose address is PO Box 31400, Omaha, NE 68131-0400 ("Lender").**

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated February 26, 2016 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Register of Deeds, Douglas County, NE recorded on February 29, 2016, instrument number 2016-014202.

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

That part of the Southwest quarter of the Southwest quarter of Section 24, Township 15 North, Range 12 East of the 6th P.M. in the City of Omaha, Douglas County, Nebraska, described as follows: Beginning at a point 33 feet north and 980.4 feet east of the Southwest corner of said Section 24, said point being in the intersection of the north line of Pacific Street and the west line of 69th Street (said west line of 69th Street being the west line of the 10 foot strip dedicated by Overland Wolf, Inc. for the widening of 69th Street); Thence north 412 feet; Thence west 317.6 feet; Thence south 201.5 feet; Thence east 127.6 feet; Thence south 210.5 feet to the north line of Pacific Street; Thence east along the north line of Pacific Street 190 feet to the Point of Beginning.

Except that part of the Southwest quarter of the Southwest quarter of Section 24, Township 15 North, Range 12 East of the 6th P.M. in the City of Omaha, Douglas County, Nebraska, described as follows: Beginning at the point of intersection of the north right of way line of Pacific Street with the west right of way line of 69th Street; Thence north 90°00'00" west (Bearings referenced to the Final Plat of AK-SAR-BEN BUSINESS AND EDUCATION CAMPUS, A Subdivision, as Surveyed, Platted and Recorded in Douglas County, Nebraska) for 23.00 feet along the north right of way line of Pacific Street which is parallel with and 33.00 feet north of the south line of the Southwest quarter of the Southwest quarter of Section 24; Thence north 00°00'00" east for 2.50 feet; Thence south 90°00'00" east for 19.29 feet parallel with and 2.50 feet north of the north right of way line to Pacific Street; Thence north 67° 58'32" east for 4.00 feet to the west right of way line of 69th Street; Thence south 00°00'00" west for 4.00 feet to the Point of Beginning. Contains 60 square feet.

The Real Property or its address is commonly known as 6910 Pacific Street, Omaha, NE 68106.

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

**MAXIMUM LIEN: The lien of this Deed of Trust shall not exceed at any one time \$3,200,000.00.**

**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.

**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 MAY 31, 2018.**



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MODIFICATION OF DEED OF TRUST (Continued)

TRUSTOR:

6910 PACIFIC, LLC

By: [Signature] Matthew V. Dwyer, Authorized Representative of 6910 Pacific, LLC

6910 INVESTOR GROUP, LLC, Manager of 6910 Pacific, LLC

GREENSLATE DEVELOPMENT, LLC, Manager of 6910 Investor Group, LLC

By: [Signature] Matthew V. Dwyer, Member of Greenslate Development, LLC

By: [Signature] Jay P. Lund, Member of Greenslate Development, LLC

LENDER:

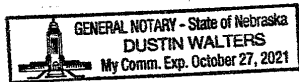
SECURITY NATIONAL BANK OF OMAHA

x [Signature] Dustin Walters, Asst. Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEBRASKA )
COUNTY OF DOUGLAS ) SS

On this 31st day of MAY, 2018, before me, the undersigned Notary Public, personally appeared Matthew V. Dwyer, Authorized Representative of 6910 Pacific, LLC; Matthew V. Dwyer, Member of Greenslate Development, LLC, Manager of 6910 Investor Group, LLC, Manager of 6910 Pacific, LLC; and Jay P. Lund, Member of Greenslate Development, LLC, Manager of 6910 Investor Group, LLC, Manager of 6910 Pacific, LLC, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.



By: [Signature] Dustin Walters
Printed Name: DUSTIN WALTERS
Notary Public in and for the State of NE
Residing at GRETNA, NE
My commission expires 10/27/21



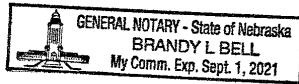
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MODIFICATION OF DEED OF TRUST  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF NE )  
 )  
COUNTY OF Douglas ) SS  
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On this 31<sup>st</sup> day of May, 2018, before me, the undersigned Notary Public, personally appeared Dustin Walters, and known to me to be the Asst. Vice President, authorized agent for Security National Bank of Omaha that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Security National Bank of Omaha, duly authorized by Security National Bank of Omaha 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 Security National Bank of Omaha.



By Brandy L. Bell  
Printed Name: Brandy Bell  
Notary Public in and for the State of NE  
Residing at Omaha  
My commission expires 9-1-21