



MISC 2013103045

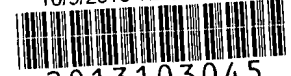


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MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is October 4, 2013. The parties and their addresses are:

TRUSTOR (Grantor):

TAIL WATERS PROPERTIES, LLC
 A Nebraska Limited Liability Company
 5900 S 77TH ST
 RALSTON, NE 68127

TRUSTEE:

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

BENEFICIARY (Lender):

ENTERPRISE BANK, N.A.
 Organized and existing under the laws of the United States of America
 12800 W Center Road
 Omaha, NE 68144

1. BACKGROUND. Grantor and Lender entered into a security instrument dated September 28, 2009 and recorded on September 28, 2009 (Security Instrument). The Security Instrument was recorded in the records of Douglas County, Nebraska at 2009105297 and covered the following described Property:

✓ 5066

PARCEL 1: EAST HALF OF LOT 21 AND ALL OF LOT 22, BLOCK 116, DUNDEE PLACE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

PARCEL 2: LOT 20 AND THE WEST HALF OF LOT 21, BLOCK 116, DUNDEE PLACE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

The property is located in Douglas County at 4914 AND 4920 DODGE ST, OMAHA, Nebraska 68132.

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. 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 renewal note or other agreement, No. 12489, dated August 3, 2012, from Grantor to Lender, with a loan amount of \$469,060.00.

(b) 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 other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(c) 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. FUTURE ADVANCES SECURED BY THIS SECURITY AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO, FUTURE ADVANCES IN THE FORM OF THE OVERDRAFTS AND DEPOSITORY OBLIGATION.

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.

Fixture Filing. This [Deed of Trust/Mortgage] shall be deemed to be a Fixture Filing within the meaning of the UCC, and for such purpose, the following information is given:

(a) Name and address of Debtor: Tail Waters Properties, LLC
5900 S 77th St
Ralston, NE 68127
USA

(b) Type of Organization: Limited Liability Company

(c) Jurisdiction of Organization: Nebraska

(d) Organizational I.D. No., if any: None

(e) Name and address of Secured Party: ENTERPRISE BANK, NA
12800 W CENTER RD
OMAHA, NE 68144
USA

(f) Description of the collateral:
See granting clause above

(g) Description of real estate to which the collateral is attached or upon which it is or will be located:

[See Exhibit A hereto or otherwise describe where the legal description of the property is contained in the Deed of Trust/Mortgage].

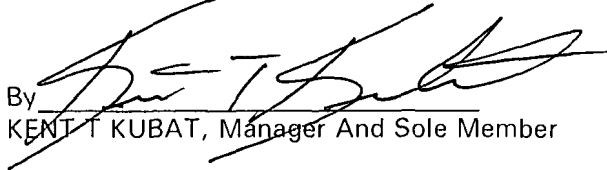
Some of the above-described collateral is or is to become fixtures upon the above-described real estate, and this Fixture Filing is to be filed for record in the public real estate records. The Debtor is the record owner of the real estate.

This Deed Of Trust is being cross collateralized with loan number 12572 dated October 4, 2013.

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:

TAIL WATERS PROPERTIES, LLC

By 
KENT T KUBAT, Manager And Sole Member

LENDER:

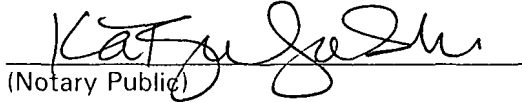
Enterprise Bank, N.A.

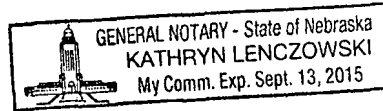
By 
Greg Andersen, Vice President

ACKNOWLEDGMENT

State OF Nebraska, County OF Douglas ss.
This instrument was acknowledged before me this 4 day of October,
2013 by KENT T KUBAT - Manager And Sole Member of TAIL WATERS PROPERTIES,
LLC, a Limited Liability Company on behalf of the Limited Liability Company.

My commission expires:


(Notary Public)



(Lender Acknowledgment)

State OF Nebraska County of Douglas ss.
This instrument was acknowledged before me this 04 day of October,
2013 by Greg Andersen -- Vice President of Enterprise Bank, N.A., a corporation, on
behalf of the corporation.

My commission expires:

Kathryn Lenczowski
(Notary Public)

