

2017-06166

KELLIE JOHN
BUFFALO COUNTY REGISTER OF DEEDS
KEARNEY, NEBRASKA
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REC'D:SIMPLIFILE
SUB:GREAT WESTERN BANK-LINCOLN

WHEN RECORDED MAIL TO:
GREAT WESTERN BANK
Lincoln Business Banking
1235 N Street
Lincoln, NE 68508

FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST
AND ASSIGNMENT OF RENTS**



THIS MODIFICATION OF DEED OF TRUST dated October 5, 2017, is made and executed between Safe Harbour EAT-XXIII, L.L.C., a Kansas limited liability company, whose address is 5901 S. 56th Street, Suite C, Lincoln, NE 68516 ("Trustor") and GREAT WESTERN BANK, whose address is Lincoln Business Banking, 1235 N Street, Lincoln, NE 68508 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated May 17, 2017 (the "Deed of Trust") which has been recorded in Buffalo County, State of Nebraska, as follows:

CONSTRUCTION DEED OF TRUST DATED MAY 17, 2017 AND RECORDED MAY 23, 2017 AS INSTRUMENT NO. 2017-02853 AT BUFFALO COUNTY REGISTER OF DEEDS, KEARNEY NEBRASKA.

ASSIGNMENT OF RENTS DATED MAY 17, 2017 AND RECORDED MAY 23, 2017 AS INSTRUMENT NO. 2017-02854 AT BUFFALO COUNTY REGISTER OF DEEDS, KEARNEY NEBRASKA.

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

Lot No. Forty-eight (48), except the East 14 feet and the West 25 feet thereof, in Perkins and Harford's Second Addition to the City of Kearney, Buffalo County, Nebraska.

The Real Property or its address is commonly known as 3720 2nd Avenue, Kearney, NE 68848. The Real Property tax identification number is 604 895 0.00.

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

THE "NOTE" DESCRIPTION SET FORTH IN THE DEED OF TRUST AND ASSIGNMENT OF RENTS REFERENCED ABOVE IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED THEREFORE:

The word "Note" means the promissory note dated May 17, 2017 in the principal amount of \$2,000,000.00 from JoEl Investment Group, LLC to Lender as modified by that Change in Terms Agreement dated October 5, 2017 from JoEl Investment Group, LLC to Lender, increasing the loan amount and line of credit feature to \$2,128,708.00, together with all renewals of, extensions of, modifications of, re-financings of, consolidations of, and substitutions for the promissory notes referenced in this paragraph.

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 endorsers 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 OCTOBER 5, 2017.

TRUSTOR:

SAFE HARBOUR EAT-XXIII, L.L.C.

By: 
Sarah A. Watts, Assistant Manager of Safe Harbour EAT-XXIII, L.L.C.

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER:

GREAT WESTERN BANK

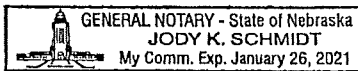

Harrison Stark, Business Banker

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Lincoln)

On this 11th day of October, 20 17, before me, the undersigned Notary Public, personally appeared Sarah A. Watts, Assistant Manager of Safe Harbour EAT-XXIII, L.L.C., 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 Jody Schmidt
Printed Name: Jody Schmidt
Notary Public in and for the State of Nebraska
Residing at Lincoln
My commission expires 4/26/21



LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Lincoln)

On this 11th day of October, 20 17, before me, the undersigned Notary Public, personally appeared Harrison Stark, and known to me to be the Business Banker, authorized agent for GREAT WESTERN BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of GREAT WESTERN BANK, duly authorized by GREAT WESTERN 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 GREAT WESTERN BANK.

By Susan J Barker
Printed Name: Susan J Barker
Notary Public in and for the State of NE
Residing at 1235 N St Lincoln
My commission expires November 6, 2020

