

THIS INSTRUMENT PREPARED BY:  
**Union Bank & Trust Company**  
Aspen Kinning  
3643 S 48th St  
Lincoln, NE 68506

AFTER RECORDING RETURN TO:  
**Union Bank & Trust Company**  
Aspen Kinning  
3643 S 48th St  
Lincoln, NE 68506

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## MODIFICATION AGREEMENT - DEED OF TRUST

**THIS MODIFICATION AGREEMENT ("Agreement") is made this 2nd day of October, 2017, between Kasl Properties, LLC, a Nebraska Limited Liability Company, whose address is 6135 O St, Lincoln, Nebraska 68510 ("Grantor"), and Union Bank & Trust Company whose address is 3643 South 48th Street, PO Box 82535, Lincoln, Nebraska 68501-2535 ("Lender").**

Union Bank & Trust Company and Grantor entered into a Deed of Trust dated November 10, 2015 and recorded on November 10, 2015, filed for record in records of County of Lancaster, State of Nebraska, with recorder's entry number 2015047902 ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 6135 O St, Lincoln, Nebraska 68510

Legal Description: Lot 2, 3, and the East 5 feet of the North 195 feet of Lot 4, all in Block 4, Eastmont 2nd Addition, Lincoln, Lancaster County, Nebraska.

**EXCEPT** portions of said Lots 2 and 3, more particularly described as follows:

**Beginning at a point on the North line of Lot 4 which lies 5.00 feet West of the Northeast corner of said Lot 4; Thence East along the North line of said Lots 2, 3, and 4, a distance of 158.23 feet to the Northeast corner of said Lot 2;**

**Thence South along the East line of said Lot 2, a distance of 8.31 feet;**

**Thence West along a line which deflects 89 degrees 53 minutes 26 seconds Right from the last described course, a distance of 158.18 feet to a point on a line which lies 5.00 feet West of and parallel to the West line of said Lot 3; Thence North along said parallel, a distance of 7.68 feet to the Point of Beginning.**

**TOGETHER WITH an easement for ingress and egress in, to, and over the Easterly 15 feet of premises immediately adjoining the hereinbefore described premises on the West.**

Parcel ID/Sidwell Number: 17-28-103-002-000

It is the express intent of the Grantor and Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Lender hereby agree to modify the Deed of Trust as follows:

- **The purpose of this modification is to do the following:**

**Restate INDEBTEDNESS Paragraph as follows:**

**INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Husker Car Wash, Inc. and/or Kasl Properties, LLC to Lender, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").**

EASTMONT2

All other terms and conditions remain the same.

Grantor and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it being the intent of Grantor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

By signing below, Grantor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Kasl Properties, LLC

William R. Kasl 10/17/17 (Seal)  
By: William R. Kasl Date  
Its: Member

BUSINESS ACKNOWLEDGMENT

STATE OF NEBRASKA )  
COUNTY OF Lancaster )

This instrument was acknowledged on the 10/17/17, by William R. Kasl, Member on behalf of Kasl Properties, LLC, a Nebraska Limited Liability Company, who personally appeared before me. In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 6/21/2020

M. Clare

residing in

Lancaster County, NE

County.

(Official Seal)



LENDER: Union Bank & Trust Company

M. Clare 10/17/17 (Seal)  
By: Matt Clare Date  
Its: Officer

BUSINESS ACKNOWLEDGMENT

STATE OF NEBRASKA )  
 )  
COUNTY OF LANCASTER ) 17<sup>th</sup>

This instrument was acknowledged on the 2<sup>nd</sup> day of October, 2017, by Matt Clare, Officer on behalf of Union Bank & Trust Company, a(n) Commercial Bank, who personally appeared before me.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 12-22-18



residing at

, in

Identification Number

County, NE

County.

(Official Seal)

