

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

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

(Space Above This Line For Recording Data)

### **MODIFICATION AGREEMENT - DEED OF TRUST**

**THIS MODIFICATION AGREEMENT ("Agreement") is made this 28th day of May, 2014, between Harry L. Wright Revocable Trust Agreement dated May 15, 2011, a Missouri Trust, whose address is 2653 Park Ave, Lincoln, Nebraska 68502 ("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 March 14, 2014 and recorded on March 19, 2014, filed for record in records of County of Lancaster, State of Nebraska, with recorder's entry number Inst #2014009417 ("Deed of Trust"). The Deed of Trust covers the following described real property:**

**Address: 2510 S 48th St, Lincoln, Nebraska 68506**

**Legal Description: Lots 3, 4 and 5, except the West 10 feet thereof, Block 4, Normal Park, Lincoln, Lancaster County, Nebraska**

**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:**

- **Change the grantor(s) FROM: "grantor(s) Harry L. Wright Revocable Trust Agreement dated May 15, 2011, a Missouri Trust, whose address is 2653 Park Ave, Lincoln, Nebraska 68502 ("Grantor")**

**TO: Harry L. Wright Revocable Trust Agreement dated May 15, 2001, whose address is 2653 Park Ave, Lincoln, Nebraska 68502 ("Grantor").**

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.

NOPA

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.

Harry L. Wright Revocable Trust Agreement dated May 15, 2011

Wanda M. Wright (Seal)

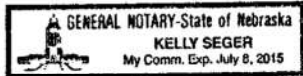
Wanda M Wright Date  
Trustee for Harry L. Wright Revocable Trust  
Agreement dated May 15, 2011

TRUST ACKNOWLEDGMENT

STATE OF NEBRASKA )  
COUNTY OF LANCASTER )

This instrument was acknowledged on the 28th day of May, 2014, by Wanda M Wright Trustee on behalf of Harry L. Wright Revocable Trust Agreement dated May 15, 2011, a Missouri Trust, who personally appeared before me. In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: July 8, 2015 Kelly Seger



(Official Seal)

Lancaster County, NE

LENDER: Union Bank & Trust Company

\_\_\_\_\_ (Seal)

By: Mandy Franklin Date  
Its: Commercial Loan Officer

BUSINESS ACKNOWLEDGMENT

STATE OF NEBRASKA )  
COUNTY OF Lancaster )

This instrument was acknowledged on the June 2, 2014, by Mandy Franklin, Commercial Loan 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: July 8, 2015 Kelly Seger

\_\_\_\_\_ residing at \_\_\_\_\_

\_\_\_\_\_ Identification Number \_\_\_\_\_

(Official Seal)

