

THIS INSTRUMENT PREPARED BY:
Union Bank & Trust Company
3643 South 48th Street, PO Box 82535
Lincoln, NE 68506

AFTER RECORDING RETURN TO:
Union Bank & Trust Company
3643 South 48th Street, PO Box 82535
Lincoln, NE 68506

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MODIFICATION AGREEMENT – ASSIGNMENT OF LEASES AND RENTS

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 an Assignment of Leases and Rents 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 2014009418 ("Assignment of Leases and Rents"). The Assignment of Leases and Rents 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 Assignment of Leases and Rents. Grantor and Lender hereby agree to modify the Assignment of Leases and Rents 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 Assignment of Leases and Rents 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 Assignment of Leases and Rents on the Property. Nothing contained herein shall in any way impair the Assignment of Leases and Rents 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 Assignment of Leases and Rents 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 Assignment of Leases and Rents.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Assignment of Leases and Rents 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 Assignment of Leases and Rents 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.

NOPA

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.

ADDITIONAL PROVISIONS. This Modification Agreement – Assignment of Leases and Rents is subject to a separate letter-agreement dated February 07, 2014 regarding Document Restatements and Amendments The Villas at Butler Ridge, LLC (“Wrap Agreement”). If there is a contradiction in terms between this Agreement and the Wrap Agreement, the terms of the Wrap Agreement supersede the terms of this Agreement except any reference to Loan Amount shall be as stated in this Agreement.

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

Witnessed by:

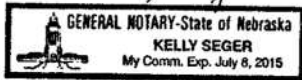
Name: Date Name: Date

BUSINESS ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF LANCASTER)

This instrument was acknowledged on the June 2, 2014, by Wanda M. Wright Trustee on behalf of Harry L. Wright Revocable Trust Agreement dated May 15, 2011, 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



Lancaster County, NE
Identification Number _____

(Official Seal)

LENDER: Union Bank & Trust Company

Mandy Franklin
By: Mandy Franklin Date
Its: Assistant Vice President

BUSINESS ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF LANCASTER)

This instrument was acknowledged on the June 2, 2014, by Mandy Franklin, Assistant Vice President 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

Lancaster County, NE
Identification Number _____

(Official Seal)

