



*PKC*  
**WHEN RECORDED MAIL TO:**  
**NEBRASKA BANK OF COMMERCE**  
6000 Village Drive  
Lincoln, NE 68516

**FOR RECORDER'S USE ONLY**

### MODIFICATION OF DEED OF TRUST

**THIS MODIFICATION OF DEED OF TRUST dated July 17, 2015, is made and executed between GarMel Properties, LLC; a Nebraska limited liability company ("Trustor") and Nebraska Bank of Commerce, whose address is 6000 Village Drive, Suite 100, Lincoln, NE 68516 ("Lender").**

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated May 29, 2015 (the "Deed of Trust") which has been recorded in Lancaster County, State of Nebraska, as follows:

**Filed June 4, 2015 as Instrument Number 2015022745 in the office of the Register of Deeds of Lancaster County, Nebraska.**

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

**Lot Thirty Two (32), Block Two (2), Northeast Heights Addition, Lincoln, Lancaster County, Nebraska.**

**The Real Property or its address is commonly known as 3144 N 64th Street, Lincoln, NE 68507. The Real Property tax identification number is 17-09-434-003-000.**

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

**Principal Increase from \$61,715.29 to \$88,000.00.**

**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.


**COUNTERPARTS.** This document may be executed in any number of counterparts, each of which shall be deemed to be an original, as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This document shall become binding when one or more counterparts hereof, individually, or taken together, shall bear the signature of all the parties reflected hereon as the signatories.

**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 JULY 17, 2015.**

**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**TRUSTOR:**

**GARMEI PROPERTIES, LLC**

By:  (Seal)  
**Gary S. Munnally, Manager of GarMel Properties, LLC**

By:  (Seal)  
**Melanie A. Munnally, Manager of GarMel Properties, LLC**

**LENDER:**

**NEBRASKA BANK OF COMMERCE**

X  (Seal)  
**David Pool, VP Commercial Banking/Assistant CCO**

MODIFICATION OF DEED OF TRUST  
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska )  
 ) SS  
COUNTY OF Lincoln )

On this 17<sup>th</sup> day of July, 20 15, before me, the undersigned Notary Public, personally appeared Gary S. Nunnally, Manager of GarMel Properties, LLC and Melanie A. Nunnally, Manager of GarMel Properties, LLC, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature]  
Printed Name: David Pool  
Notary Public in and for the State of NE  
Residing at Lincoln  
My commission expires 7-21-15



LENDER ACKNOWLEDGMENT

STATE OF Nebraska )  
 ) SS  
COUNTY OF Lincoln )

On this 17<sup>th</sup> day of July, 20 15, before me, the undersigned Notary Public, personally appeared David Pool, and known to me to be the VP Commercial Banking/Assistant CCO, authorized agent for Nebraska Bank of Commerce that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Nebraska Bank of Commerce, duly authorized by Nebraska Bank of Commerce 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 Nebraska Bank of Commerce.

By [Signature]  
Printed Name: Pamela K. Kozisek  
Notary Public in and for the State of Nebraska  
Residing at Lincoln  
My commission expires June 22 2016

