

THIS INSTRUMENT PREPARED BY:
Union Bank & Trust Company
Mary Foerster
3643 S 48th St
Lincoln, NE 68506

AFTER RECORDING RETURN TO:
Union Bank & Trust Company
Mary Foerster
3643 S 48th St
Lincoln, NE 68506

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MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 23rd day of September, 2015, between GarMel Properties, LLC, a Nebraska Limited Liability Company, whose address is 1418 S 3rd St, 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 June 17, 2015 and recorded on June 18, 2015, filed for record in records of County of Lancaster, State of Nebraska, with recorder's entry number Inst #2015025137 ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 1345 N 43rd St, Lincoln, Nebraska 68503

Legal Description: Lot 1, except the West 3 feet thereof, Block 7, Park Place, Lincoln, Lancaster County, Nebraska, together with the North Half of the alley abutting thereto.

Parcel ID/Sidwell Number: 17-20-110-001-000

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:

- Increase the Maximum Principal Indebtedness from \$67,000.00 to \$88,320.00 (+\$21,320.00).

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.

PARPL

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.

GarMel Properties, LLC

[Signature] 9/23/15 (Seal)
By: Gary Nunnally Date
Its: Member

BUSINESS ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF LANCASTER)

This instrument was acknowledged on the 23rd day of September 2015, by Gary Nunnally, Member on behalf of GarMel 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: _____ [Signature]



(Official Seal)

LENDER: Union Bank & Trust Company

[Signature] 9/23/15 (Seal)
By: Bryan Shank Date
Its: Vice President

BUSINESS ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF LANCASTER)

This instrument was acknowledged on the 23rd day of September, 2015, by Bryan Shank, 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: _____
_____ residing at _____, _____
Identification Number _____

[Signature]



(Official Seal)