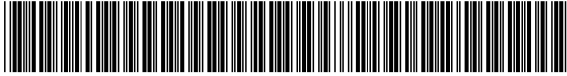




MISC 2017002503



JAN 10 2017 11:15 P 2

Fee amount: 16.00
FB: 01-06453
COMP: MB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
01/10/2017 11:15:16.00



2017002503

WHEN RECORDED MAIL TO:
GREAT WESTERN BANK
Great Western Bank - Fremont
1552 E 23rd Ave N
Fremont, NE 68025

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST



THIS MODIFICATION OF DEED OF TRUST dated January 6, 2017, is made and executed between JOMD, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, whose address is 13467 State St, Omaha, NE 68142 ("Trustor") and GREAT WESTERN BANK, whose address is Great Western Bank - Fremont, 1552 E 23rd Ave N, Fremont, NE 68025 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated December 9, 2013 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

FILED FOR RECORD DECEMBER 10, 2013, #MTG 2013121535.

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

Lot 2, Cimarron Grove, a Subdivision in Douglas County, Nebraska.

The Real Property or its address is commonly known as 13467 State Street, Omaha, NE 68142.

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

THE "MAXIMUM LIEN" OF THE DEED OF TRUST REFERENCED ABOVE, AS PREVIOUSLY MODIFIED, IS HEREBY CHANGED FROM \$1,947,353.00 TO \$2,160,391.00.

THE "NOTE" DESCRIPTION SET FORTH IN THE DEED OF TRUST REFERENCED ABOVE, AS PREVIOUSLY MODIFIED, IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED THEREFORE:

The word "Note" means the promissory note dated September 18, 2015 in the principal amount of \$1,947,353.00 from JOMD, LLC to Lender and the promissory note dated January 6, 2017 in the principal amount of \$213,037.00 from JOMD, LLC to Lender, together with all renewals of, extensions of, modifications of, re-financings of, consolidations of, and substitutions for the promissory notes referenced in this paragraph.

All other existing loan documents evidencing or securing said indebtedness are hereby ratified and shall remain in full force and effect.

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.

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 JANUARY 6, 2017.

TRUSTOR:

JOMD, LLC
By:
Steve D. Goldapp, Member of JOMD, LLC

By:
Brandelyn Goldapp, Member of JOMD, LLC

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER:

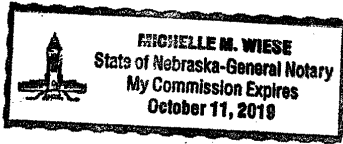
GREAT WESTERN BANK

X Michelle Wiese
Michelle Wiese, Market President

CORPORATE ACKNOWLEDGMENT

STATE OF NE)
) SS
COUNTY OF Douglas)

On this 16 day of January, 20 17, before me, the undersigned Notary Public, personally appeared Steve D Goldapp, Member of JOMD, LLC and Brandelyn Goldapp, Member of JOMD, LLC, and known to me to be authorized agents of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.



By Michelle Wiese
Printed Name: Michelle M Wiese
Notary Public in and for the State of NE
Residing at Fremont
My commission expires 10-11-19

LENDER ACKNOWLEDGMENT

STATE OF NE)
) SS
COUNTY OF Dodge)

On this 6 day of January, 20 17, before me, the undersigned Notary Public, personally appeared Michelle Wiese, and known to me to be the Market President, authorized agent for GREAT WESTERN BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of GREAT WESTERN BANK, duly authorized by GREAT WESTERN BANK 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 GREAT WESTERN BANK.



By Tracy Kaiser
Printed Name: Tracy Kaiser
Notary Public in and for the State of NE
Residing at Fremont NE North Bend
My commission expires 12/13/20