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2014-02343

THE STATE OF NEBRASKA

FILED FOR RECORD

HOLT COUNTY, ss

Mo. 10 Day 09 20 14

At 12:33 O'Clock PM Recorded

In book 377 of MORTG

Page 668

CATHY PAVEL, County Clerk,

Cathy Pavel

CHIEF CLERK

THIS INSTRUMENT PREPARED BY:

BankFirst
102 N Main Street
Atkinson, NE 68713

AFTER RECORDING RETURN TO:

BankFirst
102 N Main Street
Atkinson, NE 68713

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 30th day of September, 2014, between Jonathan A Schulte and Kathryn M Schulte, Husband and Wife, whose address is PO Box 847, Atkinson, Nebraska 68713-0847 ("Grantor"), and BankFirst whose address is 102 N Main Street, Atkinson, Nebraska 68713 ("Lender").

BankFirst and Grantor entered into a Deed of Trust dated June 11, 2013 and recorded on July 16, 2013, in Book 368, Page 227, records of County of Holt, State of Nebraska ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 508 N Holt, Atkinson, Nebraska 68713

Legal Description: Lots 1 and 8, in Block 28, of Frank Britney's Addition to Atkinson, Holt 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:

- Commercial Real Estate Deed of Trust to be modified to correct the property address from 508 N Holt, Atkinson NE 68713 to 506 N Hill Street, Atkinson NE 68713..

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.

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.

Jonathan A. Schulte 9/30/14
(Seal)
Jonathan A Schulte Date
Individually

Kathryn M Schulte 9/30/14 (Seal)
Kathryn M Schulte Date
Individually

Witnessed by:

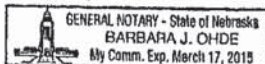
_____(Seal) _____(Seal)
Name: Date Name: Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF HOH)

The foregoing instrument was acknowledged by Jonathan A Schulte and Kathryn M Schulte, Husband and Wife, before me on September 30, 2014. In witness whereof, I hereunto set my hand and, if applicable, my official seal.

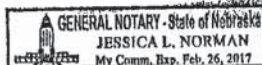
My commission expires:



Barbara J. Ohde

County, NE
Identification Number

(Official Seal)

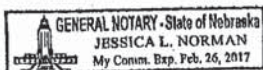


Justin G. Norman

Identification Number

LENDER: BankFirst

Jerome Fagerland 9/30/14 (Seal)
By: Jerome Fagerland Date
Its: Sr Vice President



Justin G. Norman

Identification Number

670

BUSINESS ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF Madison)

This instrument was acknowledged on the 30th day of September, 2014, by Jerome Fagerland, Sr Vice President on behalf of BankFirst, 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: February 26, 2017 Jessica L. Norman

residing at [redacted]
Madison County, NE
Identification Number [redacted]

(Official Seal)

