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Lancaster County, NE Assessor/Register of Deeds Office MODOT

Pages: 2

WHEN RECORDED MAIL TO:

GREAT WESTERN BANK Lincoln Business Banking 1235 N Street Lincoln, NE 68508

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

AND ASSIGNMENT OF RENTS



THIS MODIFICATION OF DEED OF TRUST dated October 24, 2016, is made and executed between S & H LUO, LLC, a Nebraska limited liability company, whose address is 2530 Hancock St, Bellevue, NE 68005 ("Trustor") and GREAT WESTERN BANK, whose address is Lincoln Business Banking, 1235 N Street, Lincoln, NE 68508 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated August 11, 2016 (the "Deed of Trust") which has been recorded in Lancaster County, State of Nebraska, as follows:

Deed of Trust dated August 11, 2016 and recorded August 11, 2016 as Instrument No. 2016032580 at Lancaster County, Nebraska, Register of Deed's office.

Assignment of Rents dated August 11, 2016 and recorded August 11, 2016 as Instrument No. 2016032581 at Lancaster County, Nebraska, Register of Deed's office.

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

Lot One (1), Appian Way 4th Addition, Lincoln, Lancaster County, Nebraska

The Real Property or its address is commonly known as 8500 Andermatt Drive, Lincoln, NE 68526. The Real Property tax identification number is 16-23-105-001-000.

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

THE "NOTE" DESCRIPTION SET FORTH IN THE DEED OF TRUST AND ASSIGNMENT OF RENTS REFERENCED ABOVE IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED THEREFORE:

The word "Note" means the promissory note dated August 11, 2016 from S & H LUO, LLC to Lender, as modified by that Change in Terms Agreement dated October 24, 2016 in the principal amount of \$437,500.00 and that promissory note dated October 24, 2016 in the principal amount of \$619,333.86 from S & H LUO, 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 OCTOBER 24, 2016.

TRUSTOR:

S & H LUO, LLC

Hongrui Luo, Manager of S & H LUO, LLC

| LENDER: | |
|--|--|
| X Tom Fischer, Business Banker | • |
| LIMITED LIABILITY COMPANY ACKNOWLEDGMENT | |
| county of Lancaster |)) ss) |
| On this | Modification of Deed of Trust and acknowledged the mited liability company, by authority of statute, its nd purposes therein mentioned, and on oath stated |
| LENDER ACKNOWLEDGMENT | |
| COUNTY OF Lancaster |))ss) |
| On this | instrument and acknowledged said instrument to be duly authorized by GREAT WESTERN BANK through rein mentioned, and on oath stated that he or she is |