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MODIFICATION OF DEED OF TRUST

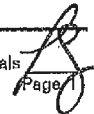
DATE AND PARTIES. The date of this Real Estate Modification (Modification) is March 28, 2014. The parties and their addresses are:

TRUSTOR (Grantor):
CELEBRATE LIFE, INC
A Nebraska Corporation
D/B/A BIRCHWOOD MANOR
1120 WALNUT ST
NORTH BEND, NE 68649-5012

TRUSTEE:
BANK OF BENNINGTON
a Nebraska Corporation
12212 N 156th St
Bennington, NE 68007

BENEFICIARY (Lender):
BANK OF BENNINGTON
Organized and existing under the laws of Nebraska
12212 N 156th St
Bennington, NE 68007

1. SMALL BUSINESS ADMINISTRATION. The Secured Debts secured by this lien were made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this Modification, then under SBA regulations:



A. When SBA is the holder of the Note, this Modification and all documents evidencing or securing the Secured Debts will be construed in accordance with federal law.

B. Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the Secured Debts.

Any clause in this Modification requiring arbitration is not enforceable when SBA is the holder of the Note secured by this Modification.

2. BACKGROUND. Grantor and Lender entered into a security instrument dated DECEMBER 30, 2013 and recorded on DECEMBER 31, 2013 (Security Instrument). The Security Instrument was recorded in the records of Dodge County, Nebraska at DOCUMENT #201306953 and covered the following described Property:

PARCEL A: ALL OF BLOCKS 15 AND 16, STEVENSON & ECKHART'S ADDITION, AN ADDITION TO THE CITY OF NORTH BEND, AS SURVEYED, PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA AND THAT PART OF VACATED PINE STREET ADJACENT TO THE WEST BOUNDARY LINE OF BLOCK 15, STEVENSON & ECKHART'S ADDITION, AN ADDITION TO THE CITY OF NORTH BEND, AS SURVEYED, PLATTED AND RECORDED, DODGE COUNTY, NEBRASKA (ALSO KNOWN AS TAX LOT 30) AND THAT PART OF VACATED PINE STREET ADJACENT TO THE WEST BOUNDARY LINE OF BLOCK 16, STEVENSON & ECKHART'S ADDITION, AN ADDITION TO THE CITY OF NORTH BEND, AS SURVEYED, PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA, (ALSO KNOWN AS TAX LOT 31) AND ALL OF VACATED 11TH STREET BETWEEN BLOCK 16 OF STEVENSON & ECKHART'S ADDITION AND BLOCK 9, ORIGINAL TOWN, NOW CITY OF NORTH BEND, AS SURVEYED, PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA (ALSO KNOWN AS TAX LOT 17) AND THAT PORTION OF VACATED 12TH STREET DESCRIBED AS A PART OF TWELFTH STREET IN STEVENSON & ECKHART'S ADDITION TO THE CITY OF NORTH BEND, DODGE COUNTY, NEBRASKA 66 FEET IN WIDTH, THE PORTION OF SAID TWELFTH STREET TO BE VACATED BEGINNING AT THE WEST BOUNDARY OF BLOCK 16 & 15 EXTENDED ACROSS SAID TWELFTH STREET AND THEN IN AN EASTERLY DIRECTION ALONG THE ENTIRE WIDTH OF TWELFTH STREET TO THE EAST BOUNDARY OF BLOCK 15 & 16 EXTENDED ACROSS SAID TWELFTH STREET, ALL IN STEVENSON & ECKHART'S ADDITION TO THE CITY OF NORTH BEND, DODGE COUNTY, NEBRASKA.

PARCEL B: LOTS 1, 2, 3 AND 4, BLOCK 9, ORIGINAL TOWN, NOW CITY OF NORTH BEND, AS SURVEYED, PLATTED AND RECORDED, DODGE COUNTY, NEBRASKA; TOGETHER WITH THE NORTH 1/2 OF THE ALLEY ADJACENT TO SAID LOT ON THE SOUTH

PARCEL C: LOTS 1 & 2, BLOCK 15, ORIGINAL TOWN, NOW THE CITY OF NORTH BEND, AS SURVEYED, PLATTED AND RECORDED IN DODGE COUNTY, NEBRASKA.

The property is located in Dodge County at 1120 WALNUT STREET, 68649, Nebraska .

3. MODIFICATION. For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

CELEBRATE LIFE, INC
Nebraska Real Estate Modification
NE/4XXXEHURT00000000000874011N

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Initials
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A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) **Secured Debts and Future Advances.** The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated March 28, 2014, from Grantor to Lender, with a modified loan amount of \$350,000.00.

(b) **Future Advances.** All future advances from Lender to Grantor under the Specific Debts executed by Grantor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Grantor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(c) **All Debts.** All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(d) **Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. WARRANTY OF TITLE. Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

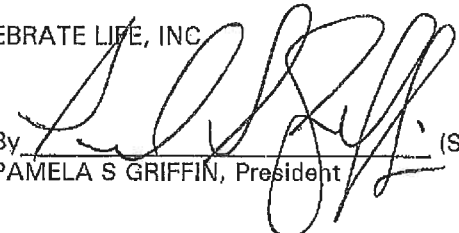
5. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

6. ADDITIONAL TERMS. THIS MODIFICATION ALSO ADDS THE SMALL BUSINESS ADMINISTRATION LANGUAGE TO THE DEED OF TRUST. MATURES DATE OF DEED OF TRUST AND MODIFICATION OF DEED OF TRUST WILL MATURE ON MARCH 28, 2044.

SIGNATURES. By signing under seal, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

GRANTOR:

CELEBRATE LIFE, INC

By  (Seal)
PAMELA S GRIFFIN, President

LENDER:

Bank of Bennington

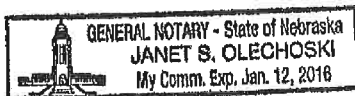
By  (Seal)
JANET S OLECHOSKI, VICE PRESIDENT

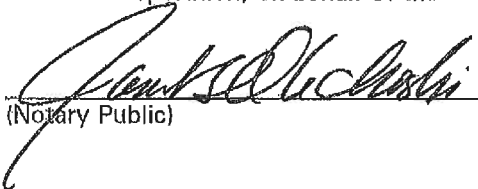
ACKNOWLEDGMENT.

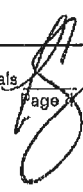
STATE OF NEBRASKA, COUNTY OF DOUGLAS ss.

This instrument was acknowledged before me this 28th day of March, 2014 by PAMELA S GRIFFIN - President of CELEBRATE LIFE, INC a Nebraska corporation, on behalf of the corporation.

My commission expires:




(Notary Public)



(Lender Acknowledgment)

STATE OF NEBRASKA, COUNTY OF DOUGLAS ss.

This instrument was acknowledged before me this 28th day of March, 2014 by JANET S OLECHOSKI -- VICE PRESIDENT of Bank of Bennington , a corporation, on behalf of the corporation.

My commission expires:



Emily ReDel Hurt
(Notary Public)

[Handwritten initials]