

Return To: LOAN DEPARTMENT, Dundee Bank, 5015 Underwood Avenue, Omaha, NE
68132

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MODIFICATION OF DEED OF TRUST

This is a Construction Security Agreement within the meaning of Neb. Rev. Stat. §52-127 and it secures an obligation which the debtor incurred for the purpose of making an improvement of the real estate in which the security interest is given.

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is September 30, 2019. The parties and their addresses are:

TRUSTOR (Grantor):
DSL HOSPITALITY, LLC
A NEBRASKA LIMITED LIABILITY COMPANY
715 May Street, Suite 100
Kansas City, MO 64105

DSL HOSPITALITY, LLC A NEBRASKA LIMITED LIABILITY COMPANY

TRUSTEE:
DUNDEE BANK
a Nebraska Corporation
5015 Underwood Avenue
Omaha, NE 68132

BENEFICIARY (Lender):
DUNDEE BANK Organized and existing under the laws of Nebraska
5015 Underwood Ave
Omaha, NE 68132

1. BACKGROUND. Grantor and Lender entered into a security instrument dated August 30, 2019 and recorded on September 3, 2019 (Security Instrument). The Security Instrument was recorded in the records of Douglas County, Nebraska at 2019070878 and covered the following described Property:

LOT 1, SADDLE CREEK MIDTOWN ADDITION OF DOUGLAS COUNTY, NEBRASKA

The property is located in Douglas County at 4440 DOUGLAS ST, OMAHA, Nebraska 68132.

2. 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:

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, No. 310145, dated August 30, 2019, from DSL HOSPITALITY, LLC (Borrower) to Lender, with a loan amount of \$625,000.00 and maturing on December 1, 2019.

(b) Future Advances. All future advances from Lender to DSL HOSPITALITY, LLC under the Specific Debts executed by DSL HOSPITALITY, LLC 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 DSL HOSPITALITY, LLC 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.

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

3. 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.

4. 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.

5. ADDITIONAL TERMS. THE MAXIMUM OBLIGATION IS BEING INCREASED BY \$500,000.00, UP FROM THE ORIGINAL MAXIMUM OBLIGATION AMOUNT OF \$625,000.00, TO THE NEW MAXIMUM OBLIGATION AMOUNT OF \$1,125,000.00

SIGNATURES ON FOLLOWING PAGE

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

GRANTOR:

DSL HOSPITALITY, LLC

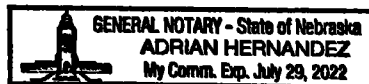
BY: MARAK CONSULTING, INC, MANAGER



DANIEL M MARAK, MANAGER

(BUSINESS OR ENTITY)

STATE OF Nebraska, COUNTY OF Douglas SS.
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30 DAY OF September,
2019 BY DANIEL MARAK, MANAGER OF MARAK CONSULTING, LLC, A LIMITED LIABILITY
COMPANY ON BEHALF OF THE LIMITED LIABILITY COMPANY, MANAGER OF DSL
HOSPITALITY, LLC, A LIMITED LIABILITY COMPANY ON BEHALF OF THE LIMITED
LIABILITY COMPANY,



MY COMMISSION EXPIRES:



(NOTARY PUBLIC)