



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

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**MODIFICATION OF DEED OF TRUST**

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**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is December 31, 2019. The parties and their addresses are:

**TRUSTORS (Grantors):**

**DSL HOSPITALITY, LLC  
A NEBRASKA LIMITED LIABILITY COMPANY  
715 May Street, Ste. 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 OTOE 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 4440 DOUGLAS ST, OMAHA, NE 68131.**

**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, refinancing's, modifications and replacements. A promissory note or other agreement, No. 310145, dated AUGUST 30, 2019, from DSL HOSPITALITY, LLC (Borrowers) 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 Nicholas C Smith and Jessica E Smith under the Specific Debts executed by Nicholas C Smith and Jessica E Smith 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 Nicholas C Smith and Jessica E Smith 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 \$1,125.00.

**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.

**GRANTORS:**

DSL HOSPITALITY, LLC

By Marak Consulting, Inc, Manager

By   
Date Dec 31, 2019  
Daniel M Marak, President

**ACKNOWLEDGMENT.**

(Business)

STATE OF Tennessee, COUNTY OF Williamson ss.

This instrument was acknowledged before me this 31 day of December, 2019 by DANIEL M MARAK, PRESIDENT OF MARAK CONSULTING, INC, A CORPORATION ON BEHALF OF CORPORATION AS MANAGER OF DSL HOSPITALITY, LLC, A LIMITED LIABILITY COMPANY.

  
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