



MISC Inst. # 2017104368, Pg: 1 of 4 Rec Date: 12/27/2017 14:39:06.757
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Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

WHEN RECORDED MAIL TO:
Great Western Bank
Loan Administration Department
9290 W Dodge Rd 401
Omaha, NE 68114

FOR RECORDER'S USE ONLY

**MODIFICATION OF DEED OF TRUST
AND ASSIGNMENT OF RENTS**



THIS MODIFICATION OF DEED OF TRUST dated December 8, 2017, is made and executed between AMAIRGEN HOLDINGS, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, whose address is 17310 YUCCA CIRCLE, BELLEVUE, NE 68123 ("Trustor") and GREAT WESTERN BANK, whose address is Omaha Equipment, 9290 W Dodge Rd Suite 401, Omaha, NE 68114 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated April 15, 2009 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nebraska, as follows:

DEED OF TRUST DATED APRIL 15, 2009 AND RECORDED APRIL 22, 2009 AS INSTRUMENT NO. 2009038755 AT DOUGLAS COUNTY REGISTER OF DEEDS;

ASSIGNMENT OF RENTS DATED APRIL 15, 2009 AND RECORDED APRIL 22, 2009 AS INSTRUMENT NO. 2009038756 AT DOUGLAS COUNTY REGISTER OF DEEDS.

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

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 4601 SOUTH 76TH CIRCLE, OMAHA, NE 68127. The Real Property tax identification number is 2474 0021 01.

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

THE CROSS-COLLATERALIZATION PARAGRAPH LISTED BELOW IS ADDED TO THE DEED OF TRUST REFERENCED ABOVE:

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Trustor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Trustor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Trustor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Trustor to Lender, then this Deed of Trust shall not secure additional loans or obligations unless and until such notice is given.

THE CROSS-COLLATERALIZATION PARAGRAPH LISTED BELOW IS ADDED TO THE ASSIGNMENT OF RENTS REFERENCED ABOVE:

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Assignment shall not secure additional loans or obligations unless and until such notice is given.

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 and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of,

**MODIFICATION OF DEED OF TRUST
(Continued)**

modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

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 endorser 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 DECEMBER 8, 2017.

TRUSTOR:

AMAIRGEN HOLDINGS, L.L.C.

By: *Edward J. McMorrow, Jr.*
EDWARD J. MCMORROW, JR., Manager/Member of AMAIRGEN HOLDINGS, L.L.C.

LENDER:

GREAT WESTERN BANK

X *Bryan McGee* VP
Bryan McGee, Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 8th day of December, 20 17, before me, the undersigned Notary Public, personally appeared EDWARD J. MCMORROW, JR., Manager/Member of AMAIRGEN HOLDINGS, L.L.C., and known to me to be member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.



By *Brian T Skogerboe*
Printed Name: Brian T Skogerboe
Notary Public in and for the State of Nebraska
Residing at 1906 View Dr. Papillion, NE
My commission expires January 10, 2019

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
)
COUNTY OF Douglas) SS
)

On this 8th day of December, 20 17, before me, the undersigned Notary Public, personally appeared Bryan McGee, and known to me to be the Vice President, authorized agent for **GREAT WESTERN BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **GREAT WESTERN BANK**, duly authorized by **GREAT WESTERN BANK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **GREAT WESTERN BANK**.



By Brian T Skogerboe
Printed Name: Brian T Skogerboe
Notary Public in and for the State of Nebraska
Residing at 1406 Grand Ave Papillion NE
My commission expires January 10, 2019.

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EXHIBIT A

The land referred to in this document is situated in the State of Nebraska, County of Douglas, and is described as follows:

The land referred to in this document is situated in the State of Nebraska, County of Douglas, and is described as follows:

A tract of land located in the Northeast Quarter of Section 2, Township 14 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, described as follows:
Commencing at the Northeast corner of the Northeast Quarter of said Section 2, which point is also the intersection of the centerlines of 72nd Street and "F" Street in Omaha, Nebraska; thence West 1578.00 feet along the North line of the Northeast Quarter of Section 2, which line is also the centerline of "F" Street; thence South 0°10' East 1615.00 feet to the point of beginning which point is on the East line of 76th Street and which point is also the Southwest corner of a tract of land owned by "General (Hot Point) Electric"; thence continuing South 0°10' East 229.91 feet along the East line of 76th; thence North 89°50' East 20.00 feet along the North line of the 76th Street Cul-De-Sac; thence South 0°10' East 100.00 feet along the East line of the 76th Street Cul-De-Sac; thence South 89°50' West 50.00 feet along the South line of the 76th Street Cul-De-Sac; thence South 0°10' East 98.43 feet along the East line of the Baxter Electric Company to a point on the North line of the property of the Union Pacific Railroad Company; thence North 82°06' East 80.44 feet along said North line; thence North 7°54' West 10.00 feet; thence North 74°04' East 94.67 feet along said North line; thence North 63°16' East 22.40 feet; thence North-Easterly along a circular arc which is concentric with and 9.5 feet from the center of a spur track of the Union Pacific Railroad Company, said arc having a chord whose length is 348.75 feet and whose bearing is North 31°52' East; thence North 0°28' East 75.60 feet, parallel to and 9.5 feet from aforementioned spur track, to a point on the South line of a tract owned by General Electric (Hot Point); thence due West along said South line for 345.56 feet to the point of beginning.

Except a parcel of land described as follows:

commencing at the NE corner of the NE 1/4 of said Section 2, thence West 1578.00 feet along the North line of the NE 1/4 of Section 2; thence South 0°10' East, 1615.00 feet to the point of beginning which point is on the East line of 76th Street; thence continuing South 0°10' East, 229.91 feet along the East line of 76th St., thence North 89°50' East, 305.58 feet to a point on the West line of the Union Pacific Railroad Company property; thence Northeasterly along a circular arc which is concentric with and 9.5 feet from the center of a spur track of the Union Pacific Railroad Company, said arc having a chord whose length is 158.23 feet and whose bearing is North 14°09'27" East; thence North 0°28' East, 75.60 feet parallel to and 9.5 feet from the aforementioned spur track; thence due West 345.56 feet to the point of beginning. (The North line of Section 2, Township 14 North, Range 12, East assumed East-West in direction.)