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FILED SARPY CO. NE.
INSTRUMENT NUMBER

2017-08957

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Sheryl J. Dowling

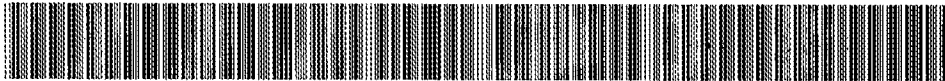
REGISTER OF DEEDS



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



THIS MODIFICATION OF DEED OF TRUST dated April 19, 2017, is made and executed between STONE CREEK PLAZA, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, whose address is 11205 S. 150TH STREET, OMAHA, NE 68138 ("Trustor") and GREAT WESTERN BANK, whose address is Omaha Commercial Real Estate, 9290 W Dodge Rd Suite 401, Omaha, NE 68114 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated March 5, 2015 (the "Deed of Trust") which has been recorded in SARPY County, State of Nebraska, as follows:

CONSTRUCTION DEED OF TRUST DATED MARCH 5, 2015 AND RECORDED MARCH 10, 2015 AS INSTRUMENT NO. 2015-04998 AT SARPY COUNTY REGISTER OF DEEDS.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in SARPY 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 11115 CORNHUSKER ROAD, PAPILLION, NE 68046. The Real Property tax identification number is 010522662.

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

MAXIMUM LIEN DESCRIPTION WILL BE ADDED TO THE DEED OF TRUST REFERENCED ABOVE WITH THE FOLLOWING:

MAXIMUM LIEN. The lien of this Deed of Trust shall not exceed at any one time \$3,210,000.00.

FUTURE ADVANCES DESCRIPTION WILL BE ADDED TO THE DEED OF TRUST REFERENCED ABOVE WITH THE FOLLOWING:

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Trustor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Trustor, together with all interest thereon.

THE NOTE DESCRIPTION SET FORTH IN THE DEED OF TRUST 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, 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 APRIL 19, 2017.

1141997

MODIFICATION OF DEED OF TRUST
(Continued)

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TRUSTOR:

STONE CREEK PLAZA, L.L.C.

By: [Signature]
GERALD L. TORCZON, Manager of STONE CREEK PLAZA, L.L.C.

LENDER:

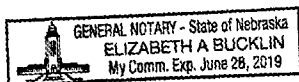
GREAT WESTERN BANK

X [Signature]
Gordon Harnisch, Senior Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Sarpy)

On this 19 day of April, 2017, before me, the undersigned Notary Public, personally appeared GERALD L. TORCZON, Manager of STONE CREEK PLAZA, 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: [Signature]
Printed Name: Elizabeth A. Bucklin
Notary Public in and for the State of NE
Residing at Papillon
My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared Gordon Harnisch, and known to me to be the Senior 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 _____
Printed Name: _____
Notary Public in and for the State of _____
Residing at _____
My commission expires _____

EXHIBIT "A"

Parcel 1:

A tract of land located in part of the Southeast Quarter of the Northeast Quarter (SE¼ NE¼) and the Southwest Quarter of the Northeast Quarter (SW¼ NE¼), all located in Section 29, Township 14 North, Range 12 East of the 6th P.M., in Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said Northeast Quarter of Section 29; thence South 87°14'59" West (assumed bearing), along the South line of said Northeast Quarter of Section 29, said line also being the North right-of-way line of Lincoln Road, a distance of 1,183.82 feet; thence North 02°45'01" West, a distance of 220.53 feet; thence Northwesterly on a curve to the left with a radius of 200.00 feet, a distance of 123.52 feet, said curve also having a long chord which bears North 20°26'35" West, a distance of 121.57 feet; thence North 38°08'09" West, a distance of 49.54 feet; thence Northwesterly on a curve to the right with a radius of 150.00 feet, a distance of 100.52 feet, said curve also having a long chord which bears North 18°56'19" West, a distance of 98.65 feet; thence North 00°15'30" East, a distance of 20.04 feet; thence North 45°47'21" West, a distance of 11.80 feet; thence Southwesterly on a curve to the left with a radius of 800.00 feet, a distance of 131.93 feet, said curve also having a long chord which bears South 83°08'05" West, a distance of 131.78 feet; thence North 11°35'23" West, a distance of 100.00 feet; thence North 13°12'10" East, a distance of 182.77 feet; thence North 02°30'19" West, a distance of 396.40 feet; thence North 87°29'41" East, a distance of 125.00 feet; thence North 02°30'19" West, a distance of 163.52 feet; thence North 87°15'24" East, a distance of 1,250.47 feet, to a point on the East line of said Northeast Quarter of Section 29; thence South 02°51'54" East, along said East line of the Northeast Quarter of Section 29, a distance of 1,324.42 feet, to the Point of Beginning and subject to public street/road right-of-way; EXCEPT for that part of the above legal description platted into streets and lots in Granite Falls North, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, filed February 7, 2017 at Instrument No. 201703119, records of Sarpy County, Nebraska.

Parcel 2:

Lots 1 through 58, inclusive and Outlots A, B, D, E and F in Granite Falls North, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.
