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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 5/28/2008 08:39:45.77



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MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is May 16, 2008. The parties and their addresses are:

TRUSTOR (Grantor):
ZIMMERMAN INVESTMENTS LLC
 A Limited Liability Company
 415 S 175TH ST
 OMAHA, Nebraska 68118-3544

TRUSTEE:
NORTHWEST BANK, f/k/a GATEWAY COMMUNITY BANK A DIVISION OF NFSB
 a Financial Institution
 14320 ARBOR STREET
 OMAHA, Nebraska 68144

BS1: **BENEFICIARY (Lender):**
NORTHWEST BANK, f/k/a GATEWAY COMMUNITY BANK A DIVISION OF NFSB
 Organized and existing under the laws of the United States of America
 14320 ARBOR STREET
 OMAHA, Nebraska 68144-0125

1. BACKGROUND. Grantor and Lender entered into a security instrument, dated NOVEMBER 16, 2007 and recorded on NOVEMBER 30, 2007 (Security Instrument). The Security Instrument was recorded in the records of DOUGLAS County, Nebraska at MTG INST 2007132967 and covered the following described Property:

LOT 1, IN ZIMMERMAN POINTE, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA

The property is located in DOUGLAS County at 4880 SO 96TH ST, OMAHA, Nebraska 68127.

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. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$452,300.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

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

(1) Secured Debts. 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. 3098837, dated November 16, 2007, from Grantor to Lender, with a loan amount of \$452,300.00 and maturing on August 16, 2028.

(b) 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

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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.

(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.

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:

ZIMMERMAN INVESTMENTS LLC

By [Signature]
DOYLE ZIMMERMAN, MANAGER

LENDER:

NORTHWEST BANK, f/k/a GATEWAY COMMUNITY BANK A DIVISION OF NPSB

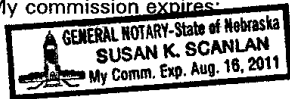
By [Signature]
John E. Bothof, President

ACKNOWLEDGMENT.

(Business or Entity)

STATE OF NEBRASKA County of DOUGLAS ss.
This instrument was acknowledged before me this 16TH day of MAY, 2008
by DOYLE ZIMMERMAN - MANAGER of ZIMMERMAN INVESTMENTS LLC a Limited Liability Company on behalf of the Limited Liability Company.

My commission expires:

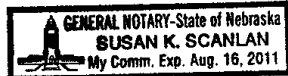


[Signature]
(Notary Public)

(Lender Acknowledgment)

STATE OF NEBRASKA County of DOUGLAS ss.
This instrument was acknowledged before me this 17TH day of MAY, 2008
by John E. Bothof -- President of NORTHWEST BANK, a corporation, on behalf of the corporation.
f/k/a GATEWAY COMMUNITY BANK A DIVISION OF NPSB

My commission expires:



[Signature]
(Notary Public)