



**2020-23594**

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Recording fees paid:

\$28.00

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Pages: 4

COUNTY CLERK/REGISTER OF DEEDS

By: AH

Submitter: ENTERPRISE BANK

S-File



MODA

Return To: Loan Operations, Enterprise Bank, 12800 W Center Road, Omaha, NE 68144

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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 August 3, 2020. The parties and their addresses are:

TRUSTOR (Grantor):

BATIS DEVELOPMENT COMPANY  
A Kansas Corporation  
2933 SW WOODSIDE DRIVE STE 200  
TOPEKA, KS 66614-0000

TRUSTEE:

ENTERPRISE BANK  
a Nebraska Financial Institution  
12800 W CENTER RD  
OMAHA, NE 68144

BENEFICIARY (Lender):

ENTERPRISE BANK  
Organized and existing under the laws of Nebraska  
12800 W Center Road  
Omaha, NE 68144

1. BACKGROUND. Grantor and Lender entered into a security instrument dated August 15, 2019 and recorded on August 15, 2019 (Security Instrument). The Security Instrument was recorded in the records of Sarpy County, Nebraska at Instrument Number 2019-18552 and covered the following described Property:

Parcel 1: Lot 6A1B, in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Thirty-Six (36), Township Fourteen (14) North, Range Ten (10), East of the 6th P.M., Sarpy County, Nebraska, lying North of Highway 6.

AND

Parcel 2: Lot 2, Langdon Brothers 7th Addition, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

The property is located in Sarpy County at HWY 6 & Bryan Street, Gretna, Nebraska 68028.

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 is unlimited. Any 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 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. 16973, dated August 15, 2019, from Grantor to Lender, with a modified loan amount of \$1,907,539.00 and maturing on August 15, 2021.

(b) Future Advances. All future advances from Lender to Grantor under the Specific Debts executed by Grantor 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 Grantor 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.

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:

BATIS DEVELOPMENT COMPANY

By [Signature]  
J. MARK WITTENBURG, President

By [Signature]  
MATTHEW D WERNER, Secretary

LENDER:

Enterprise Bank

By [Signature]  
Andrew Michael Antonio, Assistant Vice President

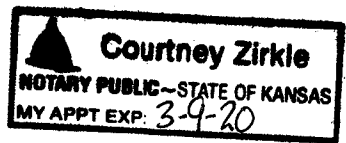
ACKNOWLEDGMENT.

STATE OF KANSAS, COUNTY OF ss.

This instrument was acknowledged before me this 30<sup>th</sup> day of July, 2020 by J. MARK WITTENBURG - President and MATTHEW D WERNER - Secretary of BATIS DEVELOPMENT COMPANY a Kansas corporation, on behalf of the corporation.

My commission expires:

[Signature]  
(Notary Public)



**(Lender Acknowledgment)**

STATE OF NEBRASKA, COUNTY OF DOUGLAS ss.

This instrument was acknowledged before me this 3<sup>rd</sup> day of August,  
2020 by Andrew Michael Antonio -- Vice President of Enterprise Bank, a corporation,  
on behalf of the corporation.

My commission expires:

Meghan Gibbons  
(Notary Public)

MEGHAN GIBBONS  
General Notary – State of Nebraska  
My Commission Expires Sep 22, 2021