



m

WHEN RECORDED MAIL TO:

First Savings Bank
 Omaha
 3540 South 84th St
 Omaha, NE 68124-4064

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 18, 2019, is made and executed between 502 PARK AVE, LLC, a Colorado limited liability company ("Trustor") and First Savings Bank, whose address is Omaha, 3540 South 84th St, Omaha, NE 68124-4064 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated August 27, 2018 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nebraska, as follows:

Recorded 08/30/18 at Douglas County Register of Deeds; instrument 2018069229.

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

LOT 1 AND THE NORTH 57 FEET OF LOT 2, BLOCK 6, THE SUBDIVISION OF JOHN I. REDICKS ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

The Real Property or its address is commonly known as 502 PARK AVE, OMAHA, NE 68105. The Real Property tax identification number is 0309 0000 21.

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

Extend maturity six months; extend interest only payments six months; new maturity 12/10/19

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 endorsers 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 JUNE 18, 2019.

TRUSTOR:

502 PARK AVE, LLC

By: 
 Adam Watson, Co-Manager of 502 PARK AVE, LLC

LENDER:

FIRST SAVINGS BANK

X 
 Scott Wedelgren, VP/Commercial Loan Officer

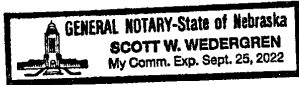
MB

MODIFICATION OF DEED OF TRUST
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 18th day of JUNE, 20 19, before me, the undersigned Notary Public, personally appeared Adam Watson, Co-Manager of 502 PARK AVE, LLC, 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.

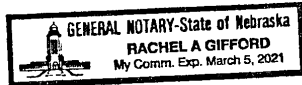


By [Signature]
Printed Name: Scott W. WEDERGREN
Notary Public in and for the State of NEBRASKA
Residing at OMAHA
My commission expires 9/25/22

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 18 day of June, 20 19, before me, the undersigned Notary Public, personally appeared Scott Wedergren, and known to me to be the VP/Commercial Loan Officer, authorized agent for First Savings Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Savings Bank, duly authorized by First Savings 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 First Savings Bank.



By [Signature]
Printed Name: Rachel Gifford
Notary Public in and for the State of NE
Residing at DOUGLAS
My commission expires 3-5-21