

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2017-27578

2017 Nov 14 01:35:06 PM

Sheryl J. Douding

REGISTER OF DEEDS



COUNTER_JS
VERIFY_JS
FEES \$ 16.00
CHG_SFILE
SUBMITTED_PREMIER BANK

WHEN RECORDED MAIL TO:

Premier Bank
16802 Burke Street
Omaha, NE 68118

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 13, 2017, is made and executed between **THREE BROS PROPERTIES, LLC., A NEBRASKA LIMITED LIABILITY COMPANY**, whose address is 14981 GROVER STREET, OMAHA, NE 68144; ("Trustor") and **Premier Bank**, whose address is 16802 Burke Street, Omaha, NE 68118 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated August 30, 2016 (the "Deed of Trust") which has been recorded in SARPY County, State of Nebraska, as follows:

RECORDED SEPTEMBER 8, 2016 IN THE OFFICE OF THE SARPY COUNTY REGISTER OF DEEDS AT INSTRUMENT NUMBER 2016-22839.

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

LOT ONE (1), ZAPATA REPLAT 1, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

The Real Property or its address is commonly known as 10890 SAPP BROTHERS DRIVE, OMAHA, NE 68138. The Real Property tax identification number is 011593122.

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

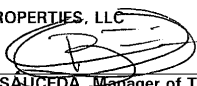
PRINCIPAL INCREASE TO \$2,500,000.00.

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 NOVEMBER 13, 2017.

TRUSTOR:

THREE BROS PROPERTIES, LLC

By: 
BALTAZAR SAUCEDO, Manager of THREE BROS PROPERTIES, LLC

LENDER:

PREMIER BANK

X 
Todd Clevenger, Executive Vice President

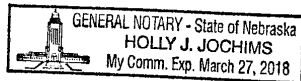
MODIFICATION OF DEED OF TRUST
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 13th day of November, 20 17, before me, the undersigned Notary Public, personally appeared **BALTAZAR SAUCEDA, Manager of THREE BROS PROPERTIES, 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.

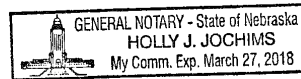


By Holly J. Jochims
Printed Name Holly J. Jochims
Notary Public in and for the State of NE
Residing at Omaha, NE
My commission expires March 27, 2018

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 13th day of November, 20 17, before me, the undersigned Notary Public, personally appeared **Todd Clevenger**, and known to me to be the **Executive Vice President**, authorized agent for **Premier Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Premier Bank**, duly authorized by **Premier 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 **Premier Bank**.



By Holly J. Jochims
Printed Name Holly J. Jochims
Notary Public in and for the State of NE
Residing at Omaha, NE
My commission expires March 27, 2018