

WHEN RECORDED MAIL TO:

PINNACLE BANK
LINCOLN BRANCH OFFICE
1401 N STREET
LINCOLN, NE 68508

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated JANUARY 2, 2020, is made and executed between JAMES R. CHRISTO and VICKI V. CHRISTO, husband and wife, as joint tenants, whose address is 6945 N 7TH ST., LINCOLN, NE 68521-8933 ("Trustor") and PINNACLE BANK, whose address is LINCOLN BRANCH OFFICE, 1401 N STREET, LINCOLN, NE 68508 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated August 29, 2012 (the "Deed of Trust") which has been recorded in LANCASTER County, State of Nebraska, as follows:

The Security Instrument was recorded in the records of Lancaster County at the Register of Deeds Office as instrument number 2012043353.

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

LOT 10, IRREGULAR TRACT LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA.

The Real Property or its address is commonly known as 6945 N 7TH STREET, LINCOLN, NE 68521. The Real Property tax identification number is 12-35-100-010-000.


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


The total principal amount secured by the Security Instrument will not exceed \$75,000.00, which is a \$2,025,000.00 decrease in the principal amount secured.

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.

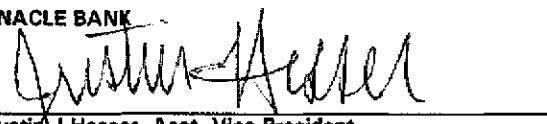
TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 2, 2020.

TRUSTOR:

X 
JAMES R CHRISTO

X 
VICKI V CHRISTO

LENDER:

PINNACLE BANK
X 
Justin J Hesser, Asst. Vice President

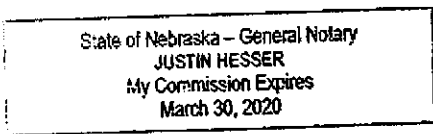
MODIFICATION OF DEED OF TRUST
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Lancaster)

On this day before me, the undersigned Notary Public, personally appeared JAMES R CHRISTO and VICKI V CHRISTO, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2nd day of January, 20 20.



By Justin Hesser
Printed Name: Justin Hesser
Notary Public in and for the State of NE
Residing at Denton, NE
My commission expires 3-30-20

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared Justin J Hesser, and known to me to be the Asst. Vice President, authorized agent for PINNACLE BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of PINNACLE BANK, duly authorized by PINNACLE 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 PINNACLE BANK.

By _____
Printed Name: _____
Notary Public in and for the State of _____
Residing at _____
My commission expires _____