

2019-14564

RECORDED: 11/18/2019 12:50:21 PM

RECORDING FEE: 17.00

IOWA E-FILING FEE: 3.00

TOTAL FEE: 20.00

TRANSFER TAX: 0.00

MARK BRANDENBURG, RECORDER
POTTAWATTAMIE COUNTY, IOWA

FOR RECORDER'S USE ONLY

Prepared By: Allen Guidry, SBB Loan Processor, First National Bank of Omaha , 1620 Dodge Street, Omaha, NE 68197, _____

ADDRESS TAX STATEMENT:

First National Bank of Omaha , Branch #001, 1620 Dodge Street, Omaha, NE 68197

RECORDATION REQUESTED BY:

First National Bank of Omaha , Branch #001, 1620 Dodge Street, Omaha, NE 68197

WHEN RECORDED MAIL TO:

First National Bank of Omaha , Branch #001, 1620 Dodge Street, Omaha, NE 68197



MODIFICATION OF MORTGAGE



#####580811072019

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Modification. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Modification. The property address can be found on page 1 of this Modification. The legal description can be found on page 1 of this Modification. The related document or instrument number can be found on page 1 of this Modification.

THIS MODIFICATION OF MORTGAGE dated November 7, 2019, is made and executed between ZaCar Corp., whose address is 4602 Ruth St., Omaha, NE 68157 (referred to below as "Grantor") and First National Bank of Omaha , whose address is 1620 Dodge Street, Omaha, NE 68197 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 17, 2014 (the "Mortgage") which has been recorded in Pottawattamie County, State of Iowa, as follows:

Recorded in Pottawattamie County, Iowa on September 23, 2014 at 12:56:32pm with Instrument Number 2014-11566.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Pottawattamie County, State of Iowa:

THE SOUTH 1/2 OF LOTS 5 AND 6 IN BLOCK 32 IN EVERETT'S ADDITION TO THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

The Real Property or its address is commonly known as 712 S. 15th St., Council Bluffs, IA 51501.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Adding max lien amount of \$94,476.64 to the mortgage.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage 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 Mortgage (the "Note"). It is the intention of

MODIFICATION OF MORTGAGE
(Continued)

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Lender to retain as liable all parties to the Mortgage 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 Mortgage 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. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

ELECTRONIC COPIES. Lender may copy, electronically or otherwise, and thereafter destroy, the originals of this Agreement and/or Related Documents in the regular course of Lender's business. All such copies produced from an electronic form or by any other reliable means (i.e., photographic image or facsimile) shall in all respects be considered equivalent to an original, and Borrower hereby waives any rights or objections to the use of such copies.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 7, 2019.

GRANTOR:

ZACAR CORP.

By: 

Clinton Scoles, Owner of Zacar Corp.

LENDER:

FIRST NATIONAL BANK OF OMAHA

X 

Tyler McGinnis, Business Specialist

MODIFICATION OF MORTGAGE
(Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF NE

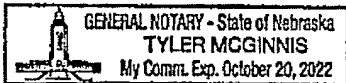
)

COUNTY OF Douglas

) SS

)

This record was acknowledged before me on November 7th, 2019 by Clinton
Scoles, Owner of ZaCar Corp..



Tyler McGinnis
Notary Public in and for the State of NE
My commission expires OCT 20, 2022

LENDER ACKNOWLEDGMENT

STATE OF Nebraska

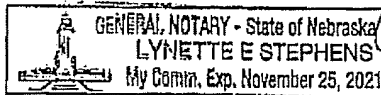
)

COUNTY OF Douglas

) SS

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This record was acknowledged before me on November 7th, 2019 by Tyler
McGinnis as Business Specialist of First National Bank of Omaha



Lynette Stephens
Notary Public in and for the State of NE
My commission expires NOV 25, 2021

2014-11567
RECORDER JOHN SCIORTINO
POTTAWATTAMIE COUNTY, IA
FILE TIME: 09/23/2014 12:57:53 PM
REC: 40.00AUD: T TAX:
RMA: 1.00ECM: 1.00

FOR RECORDER'S USE ONLY

Prepared By: Morgan Freese, Loan Document Processor, First National Bank of Omaha, 11404 W
Dodge RD, Omaha, NE 68154, (402) 602-2699

ADDRESS TAX STATEMENT:
First National Bank of Omaha, 114th and Dodge, 11404 W Dodge RD, Omaha, NE 68154

RECORDATION REQUESTED BY:
First National Bank of Omaha, 114th and Dodge, 11404 W Dodge RD, Omaha, NE 68154

WHEN RECORDED MAIL TO:
First National Bank of Omaha, 114th and Dodge, 11404 W Dodge RD, Omaha, NE 68154



#####584809172014

ASSIGNMENT OF RENTS

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Assignment. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Assignment. The property address can be found on page 1 of this Assignment. The legal description can be found on page 1 of this Assignment.

THIS ASSIGNMENT OF RENTS dated September 17, 2014, is made and executed between ZaCar Corp, whose address is 712 S 15th St, Council Bluffs, IA 51501 (referred to below as "Grantor") and First National Bank of Omaha, whose address is 11404 W Dodge RD, Omaha, NE 68154 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Pottawattamie County, State of Iowa:

The South 1/2 of Lots 5 and 6 in Block 32 in Everett's Addition to the City of Council Bluffs, Pottawattamie County, Iowa

The Property or its address is commonly known as 712 S 15th St, Council Bluffs, IA 51501.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE,