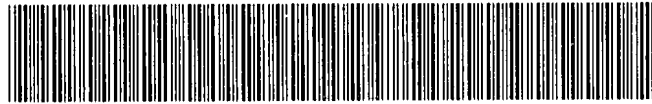


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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/3/2014 11:15:57.42



2014085929

This instrument prepared by and after recording return to:
Jeffrey L Bakewell
U.S. Bank National Association
Collateral Department
P.O. Box 3487
Oshkosh, WI
54903-3487

AMENDMENT TO DEED OF TRUST
(NEBRASKA) 24-7378463837 01417 63

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by RIVERCITY REAL ESTATE CO. (the "Trustor", whether one or more) and U.S. Bank National Association (the "Beneficiary") as of the date set forth below.

RECITALS

- A. Trustor or its predecessor in interest executed a Deed of Trust, for the benefit of Beneficiary or its predecessor in interest, originally dated or amended or restated as of August 23, 2011 (as amended and/or restated, the "Deed of Trust"). The "Land" (defined in the Deed of Trust) subject to the Deed of Trust is legally described in **Exhibit A** attached hereto.
- B. The Deed of Trust was originally recorded in the office of the County Register of Deeds for Douglas County, Nebraska, on November 7, 2011, in Book _____, Page _____ (or Computer Reference No. 2011094964).
- C. Trustor has requested certain modifications to the Deed of Trust as described below.
- D. Beneficiary has agreed to such modifications, but only upon the terms and conditions outlined in the Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, Trustor and Beneficiary agree as follows:

References to Trustor and Beneficiary. As used herein, (a) the term "Trustor" shall mean the same party as may be referred to as the "Trustor" or "Grantor", or by other similar terminology, in the Deed of Trust; and (b) the term "Beneficiary" shall mean the same party as may be referred to as the "Beneficiary", "Bank" or "Lender", or by other similar terminology, in the Deed of Trust.

Change in Note/Deed of Trust Amount. All references in the Deed of Trust to a note or notes dated August 23, 2011 in the principal amount(s) of \$50,000.00 are hereby replaced with references to the following:

Note(s) originally dated or amended or restated as of August 23, 2011 and August 23, 2011 in the stated or amended principal amount(s) of \$50,000.00 and \$200,000.00, respectively (separately and collectively, the "Note").

USBC 1

✓ 590984158

THE AMENDMENT TO DEED OF TRUST SECURES, WITHOUT LIMITATION, EXISTING DEBTS OR OBLIGATIONS CREATED SIMULTANEOUSLY WITH THE EXECUTION OF THE AMENDMENT TO DEED OF TRUST AND ANY FUTURE ADVANCES TO BE MADE AT THE OPTION OF THE PARTIES. The total principal amount, exclusive of interest, of the Obligations, including any future debts, advances, liabilities or obligations, not including, however, any sums advanced for the protection of the Property or Trustor's interest therein, shall not exceed the sum of \$350,000.00; PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL OR FUTURE LOANS OR ADVANCES IN ANY AMOUNT.

Maturity of Deed of Trust. Any reference in the Deed of Trust to a maturity date of the Deed of Trust is hereby deleted, it being the intent of the parties hereto that the Deed of Trust have no stated maturity date. The foregoing statement does not affect maturity of the Obligations under the Loan Documents.

Compliance with Laws & Restrictions. All existing Improvements and any Improvements hereafter placed on the Land are and will be located within the boundary lines of the Land. All appurtenant easement areas are and shall remain free from encroachments. The Mortgaged Property complies with, and will continue to comply with, all laws applicable to the Mortgaged Property, including without limitation all applicable building, zoning, subdivision and land use statutes, ordinances, codes, rules, regulations and orders and all covenants and agreements of record. Trustor will not, and will not permit any tenant or other occupant of the Mortgaged Property to, use the Mortgaged Property in any manner that violates any state or federal law. No further permits, licenses, approvals, variances, public hearings or governmental orders or consents are necessary for the operation of the Mortgaged Property for its intended purposes or for the construction of any planned Improvements. This provision is in addition to and not in limitation of any existing provisions in the Deed of Trust.

Fees and Expenses. Trustor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of the Amendment.

Effectiveness of Prior Document. Except as provided in the Amendment, all terms and conditions contained in the Deed of Trust remain in full force and effect in accordance with their terms, including any reference in the Deed of Trust to other indebtedness and/or future advances or credit secured by the Deed of Trust; and nothing herein will affect the priority of the Deed of Trust. All warranties and representations contained in the Deed of Trust are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

Amended Note Controls. In the event of any inconsistency between the Note and any related loan agreement, as amended, and the Deed of Trust, as amended, the terms of the amended Note and any such related loan agreement shall control.

No Waiver of Defaults; Warranties. The Amendment shall not be construed as or be deemed to be a waiver by Beneficiary of existing defaults by Trustor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of the Amendment.

Counterparts. The Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

Receipt of Copy. Trustor hereby acknowledges the receipt of a copy of the Amendment to Deed of Trust together with a copy of each promissory note secured hereby.

Electronic Records. Beneficiary may, on behalf of Trustor, create a microfilm or optical disk or other electronic image of the Amendment. Beneficiary may store the electronic image of such Amendment in its electronic form and then destroy the paper original as part of Beneficiary's normal business practices, with the electronic image deemed to be an original.

Authorization. Trustor represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced to herein are within the organizational powers (as applicable) of Trustor and have been duly authorized by all necessary organizational action.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN

CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.

Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed the Amendment as of September 30, 2014.

TRUSTOR:

RIVERCITY REAL ESTATE CO.

a/an General Partnership /

By: [Signature]
Name and Title: William E Schneidewind, Partner

BENEFICIARY:

U.S. Bank National Association

By: [Signature]
Name and Title: Jeffrey L Bakewell, Vice President

TRUSTOR ADDRESS: 303 N 114th St, Omaha, NE 68154

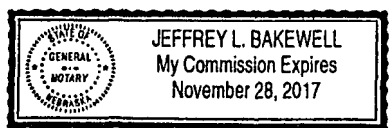
BENEFICIARY ADDRESS: 400 City Center, Oshkosh, WI 54901

TRUSTOR NOTARIZATION

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on October 24, 2014, by William E Schneidewind, as Partner of RIVERCITY REAL ESTATE CO., a General Partnership, on behalf of the General Partnership.

(Notarial Seal)



[Signature]
Printed Name: JEFFREY L. BAKEWELL
Notary Public, State of: NEBRASKA
My commission expires: NOV. 28, 2017

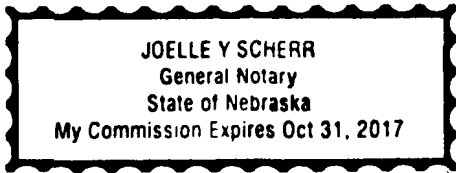
BENEFICIARY (BANK) NOTARIZATION

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

This instrument was acknowledged before me on Oct 24, 2014, by Jeffrey L Bakewell, as Vice President of U.S. Bank National Association, on behalf of the national banking association.

(Notarial Seal)

Joelle Y. Scherr
Printed Name: Joelle Y Scherr
Notary Public, State of: Nebraska
My commission expires: Oct 31, 2017



**EXHIBIT A TO AMENDMENT TO DEED OF TRUST
(Legal Description)**

Trustor: RIVERCITY REAL ESTATE CO.

Trustee: U.S. Bank National Association

Beneficiary: U.S. Bank National Association

Legal Description of Land:

Lot 1, Tower Plaza Replat 5, an Addition to the City of Omaha, in Douglas County, Nebraska

Also known as: 8012-16 W Dodge Rd, Omaha, Nebraska