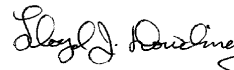


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FEES \$ 11.50
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SUBMITTED OMAHA STATE BANK

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2012-01478

2012 Jan 17 10:25:20 AM



REGISTER OF DEEDS



WHEN RECORDED MAIL TO:

OMAHA STATE BANK
12100 West Center Road
Omaha, NE 68144

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 12, 2012, is made and executed between B-4 Corners, LLC, whose address is 15907 Josephine St., Omaha, NE 68137; A Nebraska Limited Liability Company ("Trustor") and OMAHA STATE BANK, whose address is 12100 West Center Road, Omaha, NE 68144 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated May 31, 2011 (the "Deed of Trust") which has been recorded in Sarpy County, State of Nebraska, as follows:

Recorded on June 1st, 2011 in Sarpy County Register of Deeds Office as Instrument Number 201113729.

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

Lots 1, 2 and 3, B-4 Corners No. 12, a subdivision in Sarpy County, Nebraska

The Real Property or its address is commonly known as 9902, 9906 and 10002 South 148th Street, Omaha, NE 68138.

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

Increase principal amount to \$900,000.00.

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 endorers 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 12, 2012.

TRUSTOR:

B-4 CORNERS, LLC

By: 
Theodore J. Pelster, Manager of B-4 Corners, LLC

LENDER:

OMAHA STATE BANK

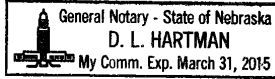
X 
David L. Hartman, Senior Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 13 day of January, 2012, before me, the undersigned Notary Public, personally appeared Theodore J. Paister, Manager of B-4 Corners, 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]
Notary Public in and for the State of _____
Residing at _____
My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 13th day of January, 2012, before me, the undersigned Notary Public, personally appeared David L. Hartman, and known to me to be the Senior Vice President, authorized agent for OMAHA STATE BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of OMAHA STATE BANK, duly authorized by OMAHA STATE 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 OMAHA STATE BANK.

By [Signature]
Notary Public in and for the State of NE
Residing at Omaha
My commission expires 2/4/13

