



MISC 2017017855



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Fee amount: 16.00  
FB: 01-60000  
COMP: CC

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
03/07/2017 15:11:58.00



2017017855

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## **MODIFICATION AGREEMENT – ASSIGNMENT OF LEASES AND RENTS**

**THIS MODIFICATION AGREEMENT** ("Agreement") is made this 23<sup>rd</sup> day of February, 2017 between **Cornerstone Printing & Imaging Holdings, LLC**, a Nebraska Limited Liability Company, whose address is 1201 Infinity Ct, Lincoln, Nebraska 68512 ("Assignor"), and **Union Bank & Trust Company** whose address is 3643 South 48<sup>th</sup> Street, PO Box 82535, Lincoln, Nebraska 68501-2535 ("Assignee").

**Union Bank & Trust Company** and Assignor entered into an Assignment of Leases and Rents dated **June 17, 2015** and recorded on **June 22, 2015**, filed for record in records of **County of Douglas**, State of Nebraska, with recorder's entry number **2015049849** ("Assignment of Leases and Rents"). The Assignment of Leases and Rents covers the following described real property:

Address: **1515 S. 75<sup>th</sup> St, Omaha, Nebraska 68124**

Legal Description: **That part of the North Half of the Southeast Quarter of the Northeast Quarter (N1/2 SE 1/4 NE 1/4) of Section 26, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, described as follows:**

**Commencing at the Southwest corner of said North Half; thence North 00°00'05" East (assuming the North line of said North Half to bear East and West), on the West line of said North Half, 25.00 feet; thence North 89°57'00" East, on a line 25.00 feet North of and parallel to the South line of said North Half, 33.00 feet, to the Point of Beginning, said point being at the intersection of the North line of Hickory Street and the East line of 75th Street; thence continuing North 89°57'00" East, on a line 25.00 feet North of and parallel to the South line of said North Half and on the North line of Hickory Street, 470.83 feet; thence North 12°03'40" West, 649.60 feet, to the North line of said North Half; thence West, on the North line of said North Half, 335.08 feet, to the East line of 75th Street; thence South 00°00'05" West, on a line 33.00 feet East of and parallel to the West line of said North Half and on the East line of 75th Street, 635.58 feet, to the Point of Beginning.**

It is the express intent of the Assignor and Assignee to modify the terms and provisions set forth in the Assignment of Leases and Rents. Assignor and Assignee hereby agree to modify the Assignment of Leases and Rents as follows:

- **The purpose of this modification is to do the following:**

**Lower the lien amount from \$4,905,000.00 to \$2,275,000.00**

**All other terms and conditions remain the same**

Assignor and Assignee agree that the Assignment of Leases and Rents including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Assignment of Leases and Rents on the Property. Nothing contained herein shall in any way impair the Assignment of Leases and Rents or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Assignment of Leases and Rents it being the intent of Assignor and Assignee that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Assignment of Leases and Rents.

Assignee's consent to this Agreement does not waive Assignee's right to require strict performance of the Assignment of Leases and Rents modified above, nor obligate to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Assignor who signed the original Assignment of Leases and Rents does not sign this Agreement, then all Assignors signing below acknowledge that this Agreement is given conditionally, based on the representation to Assignee that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

By signing below, Assignor and Assignee acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Cornerstone Printing & Imaging Holdings, LLC.

Dustin Behrens 2-24-17

By: Dustin Behrens

Date

Its: Manager

Witnessed by:

Name:

Date

Name:

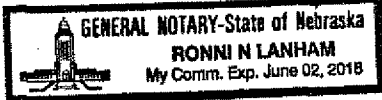
Date

#### BUSINESS ACKNOWLEDGMENT

STATE OF Nebraska )  
COUNTY OF Lincoln )

This instrument was acknowledged on the February 24, 2017, by Dustin Behrens, Manager, on behalf of Cornerstone Printing & Imaging Holdings, LLC a Nebraska Limited Liability Company, who personally appeared before me. In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires June 2, 2018



Ronni N. Lanham  
County, \_\_\_\_\_  
Identification Number \_\_\_\_\_

(Official Seal)

Assignee Union Bank & Trust Company

Todd Furasek 2/28/17  
By: Todd Furasek  
Its: Vice President

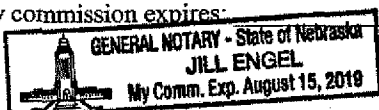
#### BUSINESS ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged on the 28<sup>th</sup> day of February 2017 by Todd Furasek, Vice President on behalf of Union Bank & Trust Company, a(n) Commercial Bank, who personally appeared before me.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires:



Jill Engel  
County, \_\_\_\_\_  
Identification Number \_\_\_\_\_

(Official Seal)