



MISC 2017033235



MAY 02 2017 16:22 P 2

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

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
05/02/2017 16:22:20.00

2017033235

THIS INSTRUMENT PREPARED BY:
Union Bank & Trust Company
Aspen Kinning
3643 S 48th St
Lincoln, NE 68506

AFTER RECORDING RETURN TO:
Union Bank & Trust Company
Aspen Kinning
3643 S 48th St
Lincoln, NE 68506

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 18th day of April, 2017, between Cornerstone Printing & Imaging Holdings, LLC, a Nebraska Limited Liability Company, whose address is 1201 Infinity Ct, Lincoln, Nebraska 68512 ("Grantor"), and Union Bank & Trust Company whose address is 3643 South 48th Street, PO Box 82535, Lincoln, Nebraska 68501-2535 ("Lender").

Union Bank & Trust Company and Grantor entered into a Deed of Trust 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 2015049848 ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 1515 S 75th 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.

Parcel ID/Sidwell Number: 3400 0003 01

It is the express intent of the Grantor and Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Lender hereby agree to modify the Deed of Trust as follows:

- The purpose of this modification is to do the following:
1. Increase the Maximum Principal Indebtedness amount from \$2,275,000.00 to \$2,725,000.00

All other terms and conditions remain the same.

Grantor and Lender agree that the Deed of Trust 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 Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust 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 Deed of Trust it being the intent of Grantor and Lender 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 Deed of Trust.

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

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender 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, Grantor and Lender 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 (Seal)

By: **Dustin Behrens**
Its: **Manager**

Date: _____

BUSINESS ACKNOWLEDGMENT

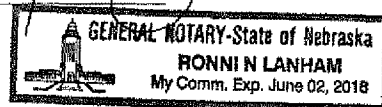
STATE OF NEBRASKA)
COUNTY OF LANCASTER)

This instrument was acknowledged on the 25th day of April 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

(Official Seal)



LENDER: Union Bank & Trust Company

Todd Furasek 4/28/17 (Seal)

By: **Todd Furasek**
Its: **Vice President**

Date

BUSINESS ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF LANCASTER)

This instrument was acknowledged on the 28th day of April, 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: _____

_____ residing at _____

Identification Number _____

Jill Engel

(Official Seal)

