



MISC 2003146493

RICHARD H. TAKEUCHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.



AUG 05 2003 10:34 P 5

RECEIVED

OM-NE-T2CM
1700 Farnam St.
Omaha, NE 68102



**AMENDMENT TO DEED OF TRUST
(Nebraska)**

1735039511

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by the undersigned borrower, guarantor and/or other obligor (the "Trustor"), and U.S. BANK N.A. (the "Beneficiary") as of the date set forth below.

RECITALS

A. The Trustor (or the Trustor's predecessor in interest, if different from the undersigned Trustor) executed a Deed of Trust (the "Deed of Trust"), dated AUGUST 31, 2001. The "Land" (defined in the Deed of Trust) subject to the Deed of Trust is described as follows (or in Exhibit A hereto if the description does not appear below):

(F)
misc
5
924
FEE 487.00 FB 01-60000
BKP 11-15-11 C/O _____ COMP _____
DEL _____ SCAN _____ FV _____
See back

B. The Deed of Trust was recorded in the office of the County Register of Deeds for DOUGLAS County, Nebraska, on 9/4/2001, in Book 6664, Page 363 (or Computer Reference No. _____).

C. The Trustor has requested that the Trustee and the Beneficiary permit certain modifications to the Deed of Trust as described below.

D. The Beneficiary has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

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

1. **Change in Note/Deed of Trust Amount.** If checked here, the phrase in the Deed of Trust "a note or notes dated AUGUST 31, 2001 in the initial principal amount(s) of \$ 10,000,000.00" is hereby amended and replaced with the phrase "note(s) or amended note(s) dated June 26, 2001 in the initial principal amount(s) of \$ 15,000,000.00".

2. THIS AMENDMENT TO DEED OF TRUST SECURES, WITHOUT LIMITATION, EXISTING DEBTS OR OBLIGATIONS CREATED SIMULTANEOUSLY WITH THE EXECUTION OF THIS 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 the Trustor's interest therein, shall not exceed the sum of \$ 15,000,000.00; PROVIDED, HOWEVER THAT NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL OR FUTURE LOANS OR ADVANCES IN ANY AMOUNT.

Box 35 CO

3. **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. This does not affect maturity of the Obligations under the Loan Documents.

4. **Additional Terms.**

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

6. **Effectiveness of Prior Document.** Except as provided in this 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 future 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.

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

8. **Counterparts.** This 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.

9. **Authorization.** The Trustor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein are within the organizational powers (as applicable) of the 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, EXPRESSING CONSIDERATION 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.

IN WITNESS WHEREOF, the undersigned has/have executed this AMENDMENT as of June 26, 2003.

CELEBRITY HOMES, INC.

(Individual Trustor)

Trustor Name (Organization)

a NEBRASKA Corporation

By

Name and Title GALE L. LARSEN, PRESIDENT

Printed Name N/A

(Individual Trustor)

By

Name and Title

Printed Name N/A

U.S. BANK N.A.
Beneficiary (Bank)

By:

Name and Title: CHRIS ERICKSON
ASSISTANT VICE PRESIDENT

[NOTARIZATION ON NEXT PAGE]

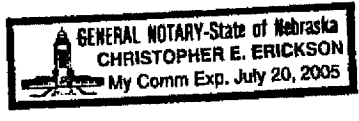
TRUSTOR NOTARIZATION

STATE OF Nebraska }
COUNTY OF Douglas } ss.

This instrument was acknowledged before me on June 26, 2003 by GALE L LARSEN
(Date) (Name(s) of person(s))

PRESIDENT
(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual" or "a single individual")
of CELEBRITY HOMES, INC.
(Name of entity on whose behalf the document was executed; use N/A if individual)
a NEBRASKA Corporation
(State of Organization, Type of Organization)
Corporation
(Type of Organization), on behalf of the

(Notarial Seal)



[Signature]
Printed Name: _____
Notary Public, State of: _____
My commission expires: _____

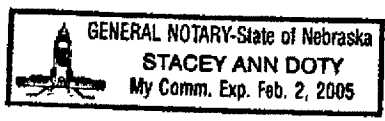
BENEFICIARY (BANK) NOTARIZATION

STATE OF Nebraska }
COUNTY OF Douglas } ss.

This instrument was acknowledged before me on June 26, 2003 by CHRIS ERICKSON
(Date) (Name(s) of person(s))

ASSISTANT VICE PRESIDENT
(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual" or "a single individual")
of U.S. BANK N.A.
(Name of entity on whose behalf the document was executed; use N/A if individual)
on behalf of the National Association.

(Notarial Seal)



[Signature]
Printed Name: Stacey Ann Doty
Notary Public, State of: Nebraska
My commission expires: February 2, 2005

This instrument was drafted by CHRIS ERICKSON
(name)
on behalf of

After recording return to U.S. BANK N.A.
(name)

After Recording Return To: US Bank NA
OM-NE-T2CM, 1700 Farnam St., Omaha, NE 68102
(address)

Exhibit "A"

01-60000

A tract of land located in part of the NE 1/4 of Section 11, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said NE 1/4 of Section 11; thence S00°30'59"E (assumed bearing) along the East line of said Section 11, a distance of 2649.93 feet to the Southeast corner of said NE 1/4 of Section 11, said point also being the Northwest corner of the SE 1/4 of said Section 11; thence S89°18'40"W along the South line of said NE 1/4 of Section 11, said line also being the North line of said SE 1/4 of Section 11, said line also being the North line of Nelson's Creek, a subdivision located in part of said SE 1/4 of Section 11, a distance of 125.00 feet to the point of beginning, said point also being the Northeast corner of Lot 190, said Nelson's Creek, said point also being the Northwest corner of Outlot 4, said Nelson's Creek; thence continuing S89°18'40"W along said South line of the SE 1/4 of Section 11, said line also being said North line of the SE 1/4 of Section 11, said line also being said North line of Nelson's Creek and also the North line of Nelson's Creek Replat, a subdivision located in said SE 1/4 of Section 11, a distance of 1935.29 feet; thence N00°41'22"W, a distance of 110.17 feet; thence N06°00'31"W, a distance of 317.16 feet; thence westerly on a curve to the right with a radius of 1170.00 feet, a distance of 60.24 feet, said curve having a long chord which bears N73°08'12"W, a distance of 60.23 feet; thence S18°20'22"W, a distance of 110.00 feet; thence N70°40'47"W, a distance of 70.15 feet; thence N73°46'47"W, a distance of 53.80 feet; thence N77°56'45"W, a distance of 53.80 feet; thence N82°06'43"W, a distance of 53.80 feet; thence N86°16'41"W, a distance of 53.80 feet; thence S89°34'07"W, a distance of 186.82 feet to a point on the West line of said NE 1/4 of Section 11, said line also being the East line of the NW 1/4 of said Section 11, said line also being the East line of Highland Park, a subdivision located in said NW 1/4 of Section 11; thence N00°25'55"W along said West line of the NE 1/4 of Section 11, said line also being said East line of the NW 1/4 of Section 11, said line also being said East line of Highland Park, a distance of 770.90 feet; thence Southeasterly on a curve to the right with a radius of 170.00 feet, a distance of 139.24 feet, said curve having a long chord which bears S67°06'24"E, a distance of 135.38 feet; thence Easterly on a curve to the left with a radius of 230.00 feet, a distance of 169.17 feet, said curve having a long chord which bears S64°42'43"E, a distance of 165.38 feet; thence Southeasterly on a curve to the right with a radius of 1390.03 feet, a distance of 336.61 feet, said curve having a long chord which bears S78°50'42"E, a distance of 335.79 feet; thence Northeasterly on a curve to the left with a radius of 529.99 feet, a distance of 390.17 feet, said curve having a long chord which bears N87°00'09"E, a distance of 381.42 feet; thence N65°54'44"E, a distance of 30.03 feet; thence Easterly on a curve to the left with a radius of 82.50 feet, a distance of 73.41 feet, said curve having a long chord which bears S70°54'05"E, a distance of 71.01 feet; thence Northeasterly on a curve to the left with a radius of 630.00 feet, a distance of 1071.54 feet, said curve having a long chord which bears S79°58'50"E, a distance of 946.97 feet; thence Easterly on a curve to the right with a radius of 440.00 feet, a distance of 293.25 feet, said curve having a long chord which bears N70°23'12"E, a distance of 287.85 feet; thence N89°28'47"E, a distance of 241.13 feet; thence S00°30'59"E, a distance of 899.98 feet to the point of beginning, EXCEPT THAT PART PLATTED AS LOTS 1 through 98, GRAYHAWK TWO, a Subdivision in Douglas County, Nebraska.

AND

0C-05984

Lot 1 through 30, both inclusive, 54, 55, 56, 57, 58, 59, 60, 64, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 78 through 125, both inclusive, 142, 143, 144, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 166 and 172 through 189, both inclusive, in Cattail Creek, a subdivision in Douglas County, Nebraska;

Continued on next page ...

Exhibit "A"
(Page 2 - continued)

AND
OC-05993

Lots 1 through 13, both inclusive, 17 through 28, both inclusive, 36, 37, 38, 39, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 61, 62, 63, 64, 65, 66 and 67, in Cattail Creek Replat One, a subdivision in Douglas County, Nebraska;

AND
OC-08173

Lots 6 through 22, both inclusive, 31 through 60, 62 through 203, both inclusive, 206 through 232, both inclusive, 234 through 245, both inclusive, 282, 283, 284, 293, 294, 305, 306, 307, 320, through 328, both inclusive, 359 through 423, both inclusive, and Lots 478 through 488, both inclusive, in Coyote Run, a subdivision in Douglas County, Nebraska;

AND
MC-43447

Lots 269, 270, 271, 272, 273, 276, 293, 294, 295, 296, 297, 298, 299, 300, 307, 308, 309, 311 through 330, both inclusive, 343, 344, 345, 346, 347, 350, 351, 352, 353, 354, 355, 356, and Lots 361 through 522, Westin Hills West, a subdivision in Douglas County, Nebraska;

AND
MC-43501

Lots 1 and 2, Westin Hills West Replat 18, a subdivision in Douglas County, Nebraska;

AND
OU-21498

Lots 1, 3, 4, 5, 6, 68, 69, 78, 79, 80, 81, 82, 84, 86, 87, 88, 89, 90, 91, 92, 93, 110, 111, 112, 113, 115, 125, 126, 137, 138, 139, 140, 141, 142, 143, 144, 145, 147, 149, 162, 163, 154, 165, 167, 168 and 173 through 190, Lake Cunningham Ridge, a subdivision in Douglas County, Nebraska;

AND
01-60000

The North 1/2 of the Southeast 1/4 of Section 4, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, EXEPT that part platted into Lots 1-202, in Quail Run; AND EXCEPT that part described as follows: Commencing at the Northwest corner of said SE 1/4 of Section 4; thence N 89°52'08" E (assumed bearing) along the North line of said SE 1/4 of Section 4, said line also being the South line of the NE 1/4 of said Section 4, a distance of 927.29 feet to the point of beginning; thence continuing N 89°52'08" E along said North line of the SE 1/4 of Section 4, said line also being said South line of the NE 1/4 of Section 4, a distance of 228.85 feet; thence S 38°00'01" W, a distance of 166.09 feet; thence Southwesterly on a curve to the right with a radius of 350.00 feet, a distance of 21.04 feet, said curve having a long chord which bears s 39°43'20" W, a distance of 21.04, said curve having a long chord which bears S 39°43'20" W, a distance of 21.04 feet; thence N 48°33'20" W, a distance of 176.11 feet; thence N 32°11'07" E, a distance of 35.41 feet to the point of beginning;

AND
OU-21499
342 5000

Lots 192 through 343, Lake Cunningham Ridge, a subdivision in Douglas County, Nebraska.