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By

RICHARD N. JAKSCH,
REGISTER OF DEEDS,
DOUGLAS COUNTY, NE

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WHEN RECORDED MAIL TO:

First Westroads Bank, Inc.
10855 West Dodge Road
Omaha, NE 68154

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FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 23, 2000, is made and executed between Stone Creek Plaza, L.L.C.; 5004 So. 110th St.; Omaha, NE 68137 ("Grantor") and First Westroads Bank, Inc.; 10855 West Dodge Road; Omaha, NE 68154 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 1, 1999 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

March 2, 1999, Douglas County, Book 5626, Page 181.

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

Lots 1, 2, 3, and 4, in Stone Creek Plaza, a Subdivision in Douglas County, Nebraska

The Real Property or its address is commonly known as 156th and Fort Streets, Omaha, NE.

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

The meaning of indebtedness in the Deed of Trust and Construction Security Agreement and Assignment of Rents. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Trustor or expenses incurred by Trustee or Lender to enforce obligations of Trustor under this Deed of Trust and Construction Security Agreement and Assignment of Rents, together with interest on such amounts as provided in this Deed of Trust and Construction Security Agreement and Assignment of Rents. In addition to the Note, the word "indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Trustor to Lender, or any one or more of them, as well as all claims by Lender against Trustor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Trustor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 23, 2000.

GRANTOR:

STONE CREEK PLAZA, L.L.C.

By: *Gerald L. Torczon*
Gerald L. Torczon, Managing Member of
Stone Creek Plaza, L.L.C.

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER:

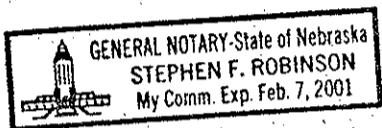
X *Stephen F. Robinson*
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 23 day of June, 20 00, before me, the undersigned Notary Public, personally appeared Gerald L. Torczon, Managing Member of Stone Creek Plaza, L.L.C.

and known to me to be partner 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.

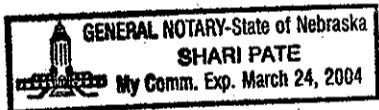


By *Stephen F. Robinson*
Notary Public in and for the State of _____
Residing at _____
My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 23 day of June, 20 00, before me, the undersigned Notary Public, personally appeared Stephen F. Robinson and known to me to be the Executive Vice President authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.



By *Shari Pate*
Notary Public in and for the State of Nebraska
Residing at Omaha Nebraska
My commission expires 3-24-04