

MISC 2010016675



FEB 25 2010 10:24 P 4

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**WHEN RECORDED MAIL TO:**

Bankers Trust Company  
 453 7th Street  
 P.O. Box 897  
 Des Moines, IA 50304-0897

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 2/25/2010 10:24:33.65



2010016675

**MODIFICATION OF DEED OF TRUST**

**THIS MODIFICATION OF DEED OF TRUST** dated February 16, 2010, is made and executed between Twenty Three Hundred, An Iowa Limited Partnership, whose address is 3101 Ingersoll Ave, Des Moines, IA 50312 ("Trustor") and Bankers Trust Company, whose address is 453 7th Street, P.O. Box 897, Des Moines, IA 50304-0897 ("Lender").

**DEED OF TRUST.** Lender and Trustor have entered into a Deed of Trust dated April 15, 2008 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Recorded in the office of the Register of Deeds, Douglas County, Nebraska on April 28, 2008 as instrument # 2008040936.

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

LOTS 4 THRU 13, INCLUSIVE, TOGETHER WITH THE VACATED NORTH-SOUTH ALLEY ADJACENT THERETO, BLOCK 28, WILCOX 2ND ADDITION TO OMAHA, DOUGLAS COUNTY, NEBRASKA, EXCEPT THAT PART CONVEYED TO THE CITY OF OMAHA, NEBRASKA AS DESCRIBED IN PLAT AND DEDICATION FOR STREET WIDENING RECORDED JULY 2, 2002 IN BOOK 1447, PAGE 695 IN THE OFFICE OF THE REGISTER OF DEEDS OF DOUGLAS COUNTY, NEBRASKA.

The Real Property or its address is commonly known as 3121 S. 24th Street, Omaha, NE 68108-1824.

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

To add Addendum to Deed of Trust/Modification of Deed of Trust attached hereto. Note means the Promissory Note dated April 15, 2008, in the original principal amount of \$3,675,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The Maturity Date of this Deed of Trust is June 1, 2018.

**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 endorsers 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 FEBRUARY 16, 2010.**

**TRUSTOR ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS MODIFICATION OF DEED OF TRUST AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.**

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MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 46260-9001

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TRUSTOR:

TWENTY THREE HUNDRED, AN IOWA LIMITED PARTNERSHIP

2300 BELL CORP., General Partner of Twenty Three Hundred, An Iowa Limited Partnership

By: *Ronald L. Daniels*  
Ronald L. Daniels, President of 2300 Bell Corp.

LENDER:

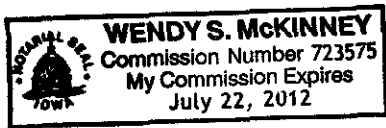
BANKERS TRUST COMPANY

x *Shirley G. Cooper*  
Authorized Officer

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Iowa )  
 ) SS  
COUNTY OF Polk )

On this 16th day of February, 20 10, before me, the undersigned Notary Public, personally appeared Ronald L. Daniels, President of 2300 Bell Corp., General Partner of Twenty Three Hundred, An Iowa Limited Partnership, and known to me to be partner or designated agent of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.



By *Wendy McKinney*  
Notary Public in and for the State of Iowa  
Residing at Des Moines, IA  
My commission expires July 22, 2012

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 46260-9001

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LENDER ACKNOWLEDGMENT

STATE OF Iowa )  
 ) SS  
COUNTY OF Polk )

On this 10<sup>th</sup> day of February, 20 10, before me, the undersigned Notary Public, personally appeared Jennifer A. Cooper and known to me to be the Vice President, authorized agent for Bankers Trust Company that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Bankers Trust Company, duly authorized by Bankers Trust Company 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 Bankers Trust Company.



By Marjorie Garrison  
Notary Public in and for the State of Iowa  
Residing at Des Moines, Iowa  
My commission expires 10-01-11

**Addendum to Deed of Trust/Modification of Deed of Trust**

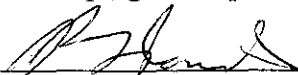
This Addendum is incorporated into and made part of the attached Modification of Deed of Trust dated February 16, 2010, between Lender and Grantor. In the event of a conflict between the terms of this Addendum and the Deed of Trust/Modification of Deed of Trust, the terms of this Addendum prevails.

Grantor has agreed to hedge its obligations under the Note through the use of one or more interest rate hedging agreements pursuant to ISDA Master Agreement dated January 28, 2010, (the "Hedging Agreement") with the Lender or counter-parties reasonably acceptable to the Lender on terms reasonably acceptable to Grantor and the Lender. Any liability of Grantor to Lender in connection with any such Hedging Agreement shall constitute "Indebtedness" to Lender and secured by the Deed of Trust. The Deed of Trust shall secure all obligations of Grantor set forth in any Hedging Agreement. A breach of any Hedging Agreement shall constitute an "Event of Default" under the Deed of Trust. All Hedging Agreements shall constitute "Related Documents" as defined in the Deed of Trust.

Grantor:

**Twenty Three Hundred, an Iowa limited partnership**

2300 Bell Corp., general partner

By:   
\_\_\_\_\_  
Ronald L. Daniels, President