




MISC 2007088878



AUG 05 2007 09:05 P 4

MISC
 4 FEE 21.00 FB see next page
 B BKP _____ C/O _____ COMP SB
 3 DEL _____ SCAN _____ FV _____

When recorded return to:
 TierOne Bank
 Attn: Credit Administration Dept.
 1235 "N" Street
 Lincoln, NE 68508

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 8/6/2007 09:05:24.64

 2007088878

SIXTH LOAN MODIFICATION AGREEMENT

Loan No. 01-10167089

This Sixth Loan Modification Agreement made as of July 27, 2007, is by and between **144-MAPLE, L.L.C., an Iowa limited liability company, f/k/a 144-Maple, LLC, a Nebraska limited liability company**, herein referred to as "Borrower", whose mailing address is c/o Jeffrey W. Johnson, 16820 Frances Street, Suite 102, Omaha, Nebraska 68130, and **TierOne Bank f/k/a First Federal Lincoln Bank**, a federally chartered savings bank, herein referred to as ("Lender"), whose mailing address is 1235 "N" Street, Lincoln, Nebraska 68508 (Collectively the "Parties").

WITNESSETH

WHEREAS, Borrower is indebted to Lender upon that certain Third Replacement Note Secured by Construction Security Agreement dated November 15, 2005 (the "Note") secured among other things, by a Deed of Trust with Assignment of Rents and Security Agreement (Construction Security Agreement) dated July 19, 2001 (the "Deed of Trust") which was recorded July 24, 2001, as Instrument Number 2001 21241, in Book 6588, at Pages 623-641 of the Register of Deeds Office of Douglas County, Nebraska.

WHEREAS, the Note is also secured by an Assignment of Leases and Rents (Construction Loan) dated July 19, 2001, ("Assignment of Leases and Rents") and recorded July 24, 2001, as Instrument Number 2001 11005, in Book 1391, at Pages 218-228 of the Register of Deeds Office of Douglas County, Nebraska, UCC-1 Financing Statements and other security instruments; and

WHEREAS, the Deed of Trust was modified by that Loan Modification Agreement dated August 23, 2002 (the "First Modification Agreement") which was recorded August 28, 2002, as Instrument Number 2002 20392, in Book 1458, at Pages 306-313 of the Register of Deeds Office of Douglas County, Nebraska; and

WHEREAS, the Deed of Trust was further modified by that Second Loan Modification Agreement dated May 30, 2003, (the "Second Modification Agreement") which was recorded June 20, 2003, as Instrument Number 2003119426 of the Register of Deeds Office of Douglas County, Nebraska; and

WHEREAS, the Deed of Trust was further modified by that Third Loan Modification Agreement dated August 15, 2003, (the "Third Modification Agreement") which was recorded September 17, 2003 as Instrument Number 2003179288 of the Register of Deeds Office of Douglas County, Nebraska; and

WHEREAS, the Deed of Trust was further modified by that Fourth Loan Modification Agreement dated November 15, 2005, (the "Fourth Modification Agreement") which was recorded November 28, 2005 as Instrument Number 2005148699 of the Register of Deeds Office of Douglas County, Nebraska; and

WHEREAS, the Note and Deed of Trust were further modified by that Fifth Loan Modification Agreement dated May 4, 2006, (the "Fifth Modification Agreement") which was recorded June 2, 2006 as Instrument Number 2006060878 of the Register of Deeds Office of Douglas County, Nebraska; and

WHEREAS, the Note, Deed of Trust, Assignment of Leases and Rents, First Modification Agreement, Second Modification Agreement, Third Modification Agreement, Fourth Modification Agreement, Fifth Modification Agreement and all other documents executed in connection with the loan are collectively referred to herein as the "Existing Loan Documents"; and

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WHEREAS, Lender prepared and recorded a Deed of Partial Reconveyance dated January 23, 2007 and recorded on March 26, 2007 as Instrument No. 2007032979 which inadvertently released Lot 2, West Grayhawk Replat 1, an Addition to the City of Omaha, Douglas County, Nebraska, ("Lot 2 West Grayhawk Replat 1") which real property was included in the real property granted and conveyed as security pursuant to the terms and provisions of the original Deed of Trust and Assignment of Leases and Rents. The purpose of this Sixth Loan Modification Agreement is to modify the Deed of Trust, Assignment of Leases and Rents and other Existing Loan Documents in order to include Lot 2 West Grayhawk Replat 1 in the real property granted and conveyed as security.

NOW, THEREFORE, in consideration of Ten Dollars and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereto agrees, represents and consents to and with Lender as follows:

A. The Deed of Trust as modified by First Modification Agreement, Second Modification Agreement, Third Modification Agreement, Fourth Modification Agreement, Fifth Modification Agreement is hereby further modified as follows::

1. For the purpose of including Lot 2 West Grayhawk Replat 1 as security, the real property conveyed to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit of and security of Lender, is hereby modified and shall be as follows:

73-42481 Lot 2, West Grayhawk Replat 1, an Addition to the City of Omaha, Douglas County, Nebraska
and
73-14162 Lot 5, Grayhawk, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.
and
7342480 Outlot 1, West Grayhawk, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

B. The Assignment of Leases and Rents and all other Existing Loan Documents executed in connection with the loan are also hereby amended and modified to the extent of the foregoing modification of the Deed of Trust set forth in this Sixth Loan Modification Agreement.


C. Except as expressly modified by the terms hereof, all of the terms and provisions of the Deed of Trust, and all other Existing Loan Documents evidencing or securing said indebtedness, are hereby ratified and shall remain in full force and effect. By execution hereof, Borrower and Lender concur with all provisions contained in this Sixth Loan Modification Agreement.

A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant or extension of credit, must be in writing to be effective.

[see next page for signatures]


LENDER:

TierOne Bank f/k/a First Federal Lincoln Bank

By: 
Delmar E. Williams
Senior Vice President

BORROWER:

144-MAPLE, L.L.C.
an Iowa limited liability company,
f/k/a 144-Maple, LLC,
a Nebraska limited liability company

By: 
Jeffrey W. Johnson
Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

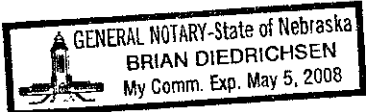
The foregoing instrument was acknowledged before me this 2nd day of August 2007, by Delmar E. Williams, Senior Vice President of TierOne Bank f/k/a First Federal Lincoln Bank, a federally chartered savings bank, on behalf of said bank.

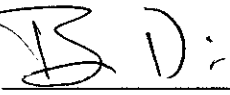



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

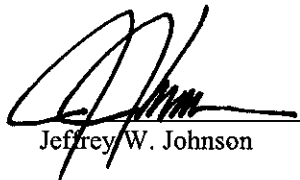
The foregoing instrument was acknowledged before me this 21st day of July, 2007, by Jeffrey W. Johnson, Manager of 144-MAPLE, L.L.C., an Iowa limited liability company f/k/a 144-Maple, LLC, a Nebraska limited liability company, on behalf of the company.




Notary Public

ACKNOWLEDGMENT, CONSENT AND WAIVER OF GUARANTOR

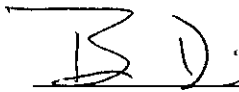
The undersigned hereby acknowledges receipt of a copy of the foregoing Sixth Loan Modification Agreement dated July 27, 2007, and consents to the modification of the Note and Deed of Trust, and the other terms hereof. Further the undersigned reaffirms the terms and conditions of the Continuing Guaranty agreement as executed in connection with that Third Replacement Note Secured by Construction Security Agreement dated November 15, 2005 and that Deed of Trust with Assignment of Rents and Security Agreement (Construction Security Agreement) dated July 19, 2001 ("Deed of Trust") as modified by that Loan Modification Agreement dated August 23, 2002 and that Second Loan Modification Agreement dated May 30, 2003 and that Third Loan Modification Agreement dated August 15, 2003 and that Fourth Loan Modification Agreement dated November 15, 2005 and that Fifth Loan Modification Agreement dated May 4, 2006 and agrees to be bound thereby as to the indebtedness thereunder or hereunder and hereby waives and releases any and all claims and defenses he might otherwise have as to his liability thereunder arising by reason of this Sixth Loan Modification Agreement or any act or omission occurring prior to the date hereof.



Jeffrey W. Johnson

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 31st day of July, 2007, by Jeffrey W. Johnson, an individual known unto me.



Notary Public

