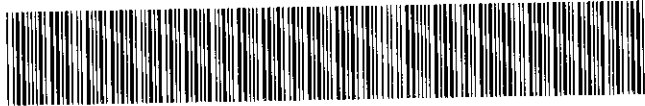




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MSC
2/1 FEE 10.50 FB 69-25055
BWP _____ CO _____ COMP _____
DEL _____ SCAN _____ PV _____

WHEN RECORDED MAIL TO:
MUTUAL OF OMAHA BANK
LAKESIDE BRANCH
17041 LAKESIDE HILLS PLAZA
OMAHA, NE 68130

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/19/2008 08:48:18.12

2008111267

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 23, 2008, is made and executed between **MCGREGOR INTERESTS STONEGATE, LLC, A NEBRASKA LIMITED LIABILITY COMPANY** whose address is **11750 STONEGATE CIR, OMAHA, NE 68164**; ("Trustor") and **MUTUAL OF OMAHA BANK, whose address is LAKESIDE BRANCH, 17041 LAKESIDE HILLS PLAZA, OMAHA, NE 68130** ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated August 21, 2007 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nebraska, as follows:

RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY REGISTER OF DEEDS ON AUGUST 23, 2007 AT INSTRUMENT NO. 2007096827.

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

LOT 2, IN THE MEADOWLANDS, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA

The Real Property or its address is commonly known as 11750 STONEGATE CIR, OMAHA, NE 68164. The Real Property tax identification number is 3431 3610 17.

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

THE LIEN OF THIS DEED OF TRUST SHALL NOT EXCEED AT ANY ONE TIME \$6,2000,000.00.

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.

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 OCTOBER 23, 2008.

TRUSTOR:

MCGREGOR INTERESTS STONEGATE, LLC

By:
LEGRANDE N. MCGREGOR, Manager Member of MCGREGOR INTERESTS STONEGATE, LLC

MCGREGOR INTERESTS, LLC, Manager Member of MCGREGOR INTERESTS STONEGATE, LLC

MCGREGOR INTERESTS, INC., Manager of MCGREGOR INTERESTS, LLC

By:
LEGRANDE N. MCGREGOR, President of MCGREGOR INTERESTS, INC.

LENDER:

MUTUAL OF OMAHA BANK

X
STEVE SORENSON, Senior Vice President

2290

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 225430410

Page 2

81 379

9400 00 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

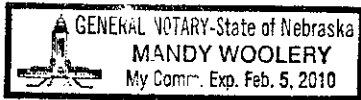
VI PA32 130
STATE OF Nebraska

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COUNTY OF Douglas

On this 23rd day of October, 20 08, before me, the undersigned Notary Public, personally appeared **LEGRANDE N. MCGREGOR, Manager Member of MCGREGOR INTERESTS STONEGATE, LLC and LEGRANDE N. MCGREGOR, President of MCGREGOR INTERESTS, INC., Manager of MCGREGOR INTERESTS, LLC, Manager Member of MCGREGOR INTERESTS STONEGATE, LLC,** and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Mandy Woolery
Notary Public in and for the State of Nebraska
Residing at Mutual of Omaha Bank
My commission expires 2-05-10



LENDER ACKNOWLEDGMENT

STATE OF Nebraska

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COUNTY OF Douglas

On this 23rd day of October, 20 08, before me, the undersigned Notary Public, personally appeared **STEVE SORENSEN**, and known to me to be the **Senior Vice President**, authorized agent for **MUTUAL OF OMAHA BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MUTUAL OF OMAHA BANK**, duly authorized by **MUTUAL OF OMAHA BANK** 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 **MUTUAL OF OMAHA BANK**.

By Mandy Woolery
Notary Public in and for the State of Nebraska
Residing at Mutual of Omaha Bank
My commission expires 2-05-10

