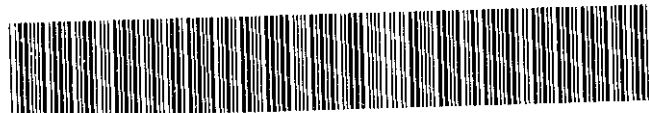




MISC 2003242743

RICHARD N. TAKECHI
REGISTER OF DEEDS
DUGLAS COUNTY, NE



DEC 17 2003 13:02 P 2

RECEIVED

WHEN RECORDED MAIL TO:

FIRST COMMUNITY BANK
MAIN OFFICE
716 ILLINOIS
P.O. BOX 189
SIDNEY, IA 51652

Filed: AS RECEIVED

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 1, 2003, is made and executed between Spring Valley X Joint Venture, a Nebraska General Partnership; 14301 FNB Parkway Suite 101; Omaha, NE 68154 ("Trustor") and FIRST COMMUNITY BANK, MAIN OFFICE, 716 ILLINOIS, P.O. BOX 189, SIDNEY, IA 51652 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated May 14, 1999 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Deed of Trust dated May/14/1999 and filed May/20/1999 in the office of the register of deeds in Book 5710 at Page 375 for Douglas County, Nebraska.

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

Lot 10, Spring Valley Industrial Park, 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 5330-66 "F" Street, Omaha, NE 68154.

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

The modification for deed of trust dated 5/14/1999 will be to extend the maturity out to December 1, 2033 from the original maturity date of May 1, 2004. All other terms of the original filed deed of trust shall remain unchanged.

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 endorser 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 DECEMBER 1, 2003.

TRUSTOR:

SPRING VALLEY X JOINT VENTURE, A NEBRASKA GENERAL PARTNERSHIP

By: 
Lev E. Dahlke, General Partner of Spring Valley X Joint Venture, a Nebraska General Partnership

RCS AND SONS, INC., General Partner of Spring Valley X Joint Venture, a Nebraska General Partnership

By: 
Robert C. Schropp, President of RCS and Sons, Inc.

LENDER: First Community Bank

X 
Authorized Officer

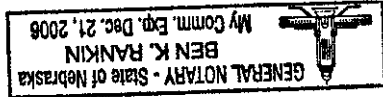
Misc
2
1
FEE 10.00 FB 47-36765
BKP C/O COMP 56.
DEL SCAN FV
-2601

MODIFICATION OF DEED OF TRUST

(Continued)

PARTNERSHIP ACKNOWLEDGMENT

On this 1st day of December, 2003, before me, the undersigned Notary Public, personally appeared Leo E Dahike and Robert C Schropp, President of RCS and Sons, Inc., and known to me to be partners or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.



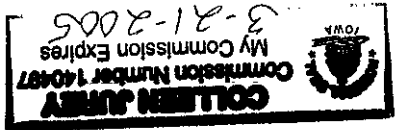
By [Signature]
 Notary Public In and for the State of NE
 Residing at [Signature]
 My commission expires 12/21/06

STATE OF Nebraska
 COUNTY OF Douglas

** FILED: AS IS

LENDER ACKNOWLEDGMENT

On this 1st day of December, 2003, before me, the undersigned Notary Public, personally appeared Bruce Rankin and known to me to be the owner 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 [Signature]
 Notary Public In and for the State of Nebraska
 Residing at [Signature]
 My commission expires 3-21-2005

STATE OF Nebraska
 COUNTY OF Farmington