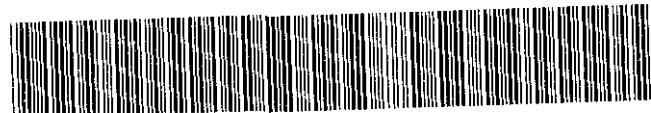




MISC 2003242745

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



DEC 17 2003 13:03 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 XI Joint Venture, a Nebraska General Partnership ("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 April 13, 1999 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Deed of Trust dated April/13/1999 and filed February/29/2000 in the office of the register of deeds in Book 5976 at Page 740 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 Eleven (11) 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 5410-44 "F" Street, Omaha, NE 68154.

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

The modification for deed of trust dated 4/13/1999 will be to extend the maturity out to December 1, 2033 from the original maturity dated 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 parties, 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 XI JOINT VENTURE, A NEBRASKA GENERAL PARTNERSHIP

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

RCS & SONS, INC., General Partner of Spring Valley XI Joint Venture, a Nebraska General Partnership

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

LENDER: First Community Bank

X 
Authorized Officer

misc.
2
1

FEE 10.00 FD 47-36765
BKP _____ CO _____ COMP _____
DEL _____ SCAN _____ PV _____
✓ 2601

MODIFICATION OF DEED OF TRUST

(Continued)

PARTNERSHIP ACKNOWLEDGMENT

~~By _____~~
~~Residing at _____~~
~~My commission expires _____~~



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 & Sons, Inc., and known to me to be the free and voluntary agents 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.

STATE OF Nebraska
 COUNTY OF Douglas
)
) SS
)

** FILED: AS IS

LENDER ACKNOWLEDGMENT

STATE OF Nebraska

COUNTY OF Farmington

)
) SS
)

On this 1st day of December, 2003, before me, the undersigned Notary Public, personally appeared Frank Rankin and known to me to be the free and voluntary 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 Colleen Jurek
 Notary Public in and for the State of Nebraska
 Residing at Adams, Nebraska
 My commission expires 3-21-2005

