

Don J. [unclear]

REGISTER OF DEEDS

1998 JUL -8 A 10:46

\$56.00

INST. NO 98

034118

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AMENDMENT TO
 MORTGAGE, SECURITY AGREEMENT,
 ASSIGNMENT OF LEASES AND RENTS AND
 FIXTURE FINANCING STATEMENT
 (CONSTRUCTION SECURITY AGREEMENT)

This Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement (the "Amendment") made and entered into as of the 1st day of June, 1998, by and among Lincoln Forum, a Nebraska not-for-profit corporation (the "Company"), as mortgagor and debtor, and Hospital Authority No. 1 of Lancaster County, Nebraska, duly existing under the laws of the State of Nebraska (the "Issuer"), as mortgagee and secured party, and to Douglas County Bank & Trust Co., as assignee of the Issuer (the "Trustee") is made for the purpose of amending and supplementing that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement dated as of March 1, 1997 (the "Original Mortgage")

W I T N E S S E T H:

That the Company in consideration of the sum of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) loaned to it by the Issuer pursuant to a certain Loan Agreement (the "Loan Agreement") dated as of March 1, 1997, between the Issuer and the Company, and evidenced by a certain Note in the principal sum of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) (the "Series 1997 Note"), dated as of March 1, 1997, due December 1, 2024, unless sooner paid, bearing interest thereon in accordance

* * * * *

THIS INSTRUMENT IS A CONSTRUCTION SECURITY AGREEMENT WHICH SECURES AN OBLIGATION WHICH THE COMPANY HAS INCURRED FOR THE PURPOSE OF MAKING AN IMPROVEMENT OF THE REAL ESTATE DESCRIBED ON EXHIBIT B-1 ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

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with its terms, issued by the Company and payable to the Trustee under the Indenture of Trust dated as of March 1, 1997, between the Issuer and said Trustee (the "Original Indenture"), did and in consideration of the sum of Five Hundred Ninety-six Thousand Five Hundred Dollars (\$596,500) loan to it by the Issuer pursuant to the Loan Agreement as amended by the Amendment to Loan Agreement dated as of June 1, 1998 between the Issuer and the Company (said Loan Agreement as amended by said Amendment to Loan Agreement is hereinafter referred to as the "Agreement") and evidenced by a certain Note in the principal sum of Five Hundred Ninety-six Thousand Five Hundred Dollars (\$596,500) (the "Series 1998 Note") dated as of June 1, 1998, due December 1, 2024, unless sooner paid, bearing interest thereon in accordance with its terms, issued by the Company and payable to the Trustee under the Original Indenture as supplemented by the Supplemental Indenture dated as of June 1, 1998 between the Issuer and said Trustee (said Original Indenture as so supplemented by the said Supplemental Indenture is hereinafter referred to as the "Indenture") did and does by these presents sell, convey, and mortgage unto the Issuer a first mortgage lien in and to the real estate, easements, rights, and interests situated in Lancaster County, Nebraska, and described in Exhibit B-1 attached hereto and made a part hereof (the "Land") together with all buildings, additions, and improvements now or contemplated to be constructed thereon, pursuant to the Agreement (the "Building") together with:

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights,

water, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Land or the Building and the reversion and reversions, remainder and remainders, and all land laying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights courtesy, property, possession, claim and demand whatsoever, both in law and in equity, of Company of, in and to the Land or the Building and every part and parcel thereof, with the appurtenances thereto;

(b) all goods, goods which may become fixtures, fixtures, machinery, furniture, equipment, fixtures and other articles of personal property of every kind and nature whatsoever owned by Company, or in which Company has or shall have an interest, now or hereafter located upon or in the Land or the Building, or appurtenances thereto, including, without limitation such of the same as is used or usable in connection with the generation and distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or air conditioning purposes, or for sanitary or drainage purposes, or for the exclusion of vermin or insects, or for removal of dust, refuse or garbage, and all awnings, window shades, drapery rods, brackets, screens, floor coverings, incinerators and carpeting used in the operation of the Land or the Building (and all other personal property, either similar or dissimilar to the foregoing, used or usable in the operation of the Land or Building and located in and on the same), together with all replacements and substitutions therefor, now owned or hereafter acquired by Company and located in or on said Land or the Building, together with all materials intended for construction, reconstruction, alteration, and repair of the Building (hereinafter collectively called the "Equipment" with the Land, Building and Equipment hereinafter collectively called the "Project"), and the right, title and interest of Company in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code), superior in lien to the lien of the Mortgage; and together with all condemnation awards and rights under insurance policies and leases described below pertaining to said Land or the Building now or thereafter located thereon;

(c) all awards or payments, including interest thereon, which may be made with respect to the Project,

whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for any other injury to or decrease in the value of the Project;

(d) all leases, occupancy agreements and other agreements affecting the use, enjoyment or occupancy of the Project now or hereafter entered into (the "Leases") and all oil and gas or other mineral royalties, bonuses and accounts, rents, monthly charges, issues and profits from the Project (the "Rents") and all proceeds from the sale or other dispositions of the Leases;

(e) all proceeds of and any unearned premiums on any insurance policies covering the Project, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Project;

(f) all utility deposits made to procure or maintain utility services to the Land or the Building and any money, cash, negotiable instruments, documents of title, securities, deposit accounts or other cash equivalents, including interest or income earned thereon held by Trustee under or in accordance with this Mortgage or the Indenture;

(g) the right, in the name and on behalf of Company, to appear in and defend any action or proceeding brought with respect to the Project and to commence any action or proceeding to protect the interest of Trustee in the Project;

(h) the products and proceeds of the property described in the above (b) through (g) inclusive.

WHEREAS, the parties hereto desire to amend and supplement the Original Mortgage as follows:

1. The Original Mortgage is amended to reflect that the Trustee has been granted the Mortgage to have and to hold the Project, together with all and singular the tenements, hereditaments, appurtenances, rights, privileges, and immunities now or hereinafter in any way belonging or appertaining thereto as security for the payment, when due, of the hereinafter described

Notes, including the Series 1997 Note and the Series 1998 Note, and any and all indebtedness, obligations or liabilities of the Company as described herein, including the indebtedness, liabilities, or obligations of the Company to the Issuer or the Trustee under and in accordance with the Agreement, and the Company hereby binds itself, its successors and assigns to warrant and forever defend all and singular the Project unto the Issuer, its successors and assigns against all persons now or hereafter claiming the same or any part thereof.

Concurrent with the execution and delivery of this Amendment to Mortgage and the Series 1998 Note, the Issuer has issued Five Hundred Ninety-six Thousand Five Hundred Dollars (\$596,500) principal amount of its Development Revenue Bonds, (Carriage Glen Project) Series 1998 (the "Series 1998 Bonds") under the Indenture. The sum of Five Hundred Ninety-six Thousand Five Hundred Dollars (\$596,500) loaned by the Issuer to the Company pursuant to the Agreement evidenced by the Series 1998 Note was provided by the Issuer from the proceeds of the Series 1998 Bonds. Substantially all of these proceeds are to be used to provide certain facilities for the Company.

The terms of the Series 1998 Note with the exception of the monthly payment provision therein, are identical with the terms of the Series 1998 Bonds, as to principal payment dates and amounts, interest rates and prepayment provisions.

Additional Bonds may be issued by the Issuer as provided in the Indenture and Additional Notes may be issued by the Company

as provided in the Agreement (such Additional Notes and the Series 1997 Note and the Series 1998 Note are hereinafter collectively referred to as the "Notes"). The Series 1997 Bonds, the Series 1998 Bonds and any other Additional Bonds (such Additional Bonds, the Series 1997 Bonds and the Series 1998 Bonds are hereinafter collectively referred to as the "Bonds") will be equally and ratably secured by the Notes.

As further security for the payment of the Series 1997 Bonds, the Series 1998 Bonds and any other Additional Bonds the Issuer has, pursuant to the terms of the Indenture, assigned all of its rights in and to the Notes and this Mortgage to the Trustee.

EXHIBIT B-1

LEGAL DESCRIPTION

Tract 1: The West 322.79 feet of the South 188.55 feet of Lot 5, Strain's Acres, Lincoln, Lancaster County, Nebraska, except that part deeded to the City of Lincln by the instrument filed as Inst. No. 86-3894.

Tract 2: The North 175 feet of the West 322.79 feet of Lot 5, and the South 25 feet of the West 322.79 feet of Lot 4, Strain's Acres, Lincoln, Lancaster County, Nebraska, except that portion deeded to the City of Lincoln by the instrument filed February 10, 1986 as Inst. No. 86-3408.

IN WITNESS WHEREOF, Lincoln Forum, Hospital Authority No. 1 of Lancaster County, Nebraska, and Douglas County Bank & Trust Co. have caused these presents to be signed all as of the 1st day of June, 1997.

LINCOLN FORUM

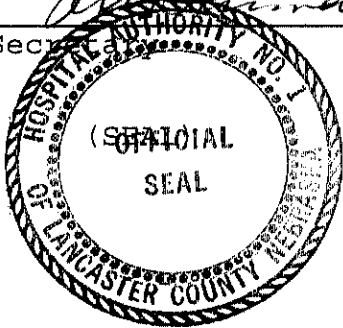
By: *Dallas J. Darland*
Its President

HOSPITAL AUTHORITY NO. 1 OF
LANCASTER COUNTY, NEBRASKA

By: *Jan Gange*
Chairperson

ATTEST:

[Signature]
Secretary



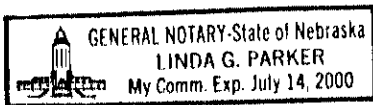
DOUGLAS COUNTY BANK & TRUST CO.,
TRUSTEE

By: *Richard D. Mullin*
Its: *Jv KP970*

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On this 8th day of June, 1998, before me a Notary Public, in and for said county, personally appeared Jan Gauger and Richard Hammer, the Chairman and Secretary, respectively, of Hospital Authority No. 1 of Lancaster County, Nebraska, to me personally known, who being by me duly sworn did say that they are the Chairman and Secretary, respectively, of Hospital Authority No. 1 of Lancaster County, Nebraska, that the seal affixed to said instrument is the seal of said Authority and that said instrument was signed and sealed on behalf of said Authority by authority of its Board of Trustees and said Chairman and Secretary acknowledged the execution of said instrument to be the voluntary act and deed of said Authority by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Linda G. Parker
Notary Public

STATE OF NEBRASKA)
) DOUGLAS ss.
COUNTY OF ~~LANCASTER~~)

On this 30th day of June, 1998, before me a notary public, in and for said county, personally appeared Dallas F. Darland, the Vice-President of Lincoln Forum, to me personally known, who being by me duly sworn did say that he/she is the individual named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



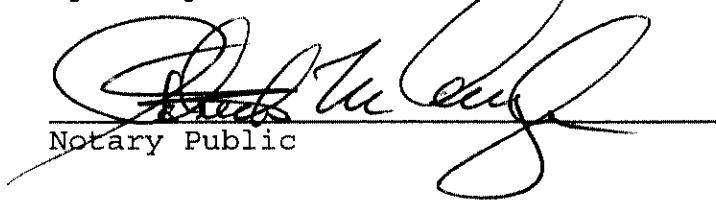
Patrick M. Coyle
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30th day of June, 1998, before me, the undersigned, a notary public duly qualified for said county and state came Richard D. Mullin, the Senior Vice President & Trust Officer of Douglas County Bank & Trust Co., who is personally known to me to be such officer and the same person who executed the foregoing on behalf of said Bank and he/she acknowledged the execution of the foregoing to be the voluntary act and deed of said Bank and his/her voluntary act and deed as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.




Notary Public

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