

AMERICAN NATIONAL BANK  
ATTN: LOAN OPS  
P O Box 2146  
Omaha, NE 68103-9735



RECEIVED

JAN 7 11 21 AM '97

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

RECORDATION REQUESTED BY:

American National Bank  
3147 Ames Avenue  
Omaha, NE 68111

WHEN RECORDED MAIL TO:

Corporate Loan Operations  
Attn: Real Estate Division  
8990 West Dodge Road  
Omaha, NE 68114

#119127

#10

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 FEE 11.50 R FB 29820  
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 LEGAL PG SCAN FV

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 23, 1996, BETWEEN New Community Development Corp., a Nebraska Corporation (referred to below as "Trustor"), whose address is 6655 Sorensen Pkwy, Omaha, NE 68152; and American National Bank (referred to below as "Lender"), whose address is 3147 Ames Avenue, Omaha, NE 68111.

DEED OF TRUST. Trustor and Lender have entered into a Deed of Trust dated November 12, 1996 (the "Deed of Trust") recorded in Douglas County, State of Nebraska as follows:

November 14, 1996, Douglas County Register of Deeds, Book 4866, Pages 163-168, Wherein Lender is the Trustee and Beneficiary and Trustor is the Trustor

REAL PROPERTY DESCRIPTION: The Deed of Trust covers the following described real property (the "Real Property") recorded in Douglas County, State of Nebraska:

East 80 feet of Lots 1, 2 & 3, Block 1, A.S. Patrick's Addition, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

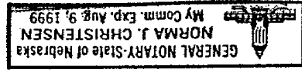
The Real Property or its address is commonly known as 2902 North 24th Street, Omaha, NE 68111.

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

Principal reduction to \$100,000.00

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 endorsers 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.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.22b (c) 1996 CFI ProServices, Inc. All rights reserved. [NE-G202 F3.22 119177 LN 05, OVL]

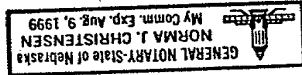


By Norma J. Christensen  
Notary Public in and for the State of Nebraska  
Residing at Omaha  
My commission expires 8-9-99

On this 19th day of January, 1999, before me, the undersigned Notary Public, personally appeared Michael B. Maroney and known to me to be the free and voluntary 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.

STATE OF Nebraska  
COUNTY OF Douglas

LENDER ACKNOWLEDGMENT



By Norma J. Christensen  
Notary Public in and for the State of Nebraska  
Residing at Omaha  
My commission expires 8-9-99

On this 19th day of January, 1999, before me, the undersigned Notary Public, personally appeared Michael B. Maroney, President of New Community Development Corp., and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

STATE OF Nebraska  
COUNTY OF Douglas

CORPORATE ACKNOWLEDGMENT

TRUSTOR:  
New Community Development Corp.  
By: Michael B. Maroney, President  
LENDER:  
American National Bank  
By: Theresa F. Lause, Authorized Officer

EACH TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST, AND EACH TRUSTOR AGREES TO ITS TERMS.