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FIRST AMENDMENT TO SECOND MORTGAGE AND SUBORDINATION OF SECOND MORTGAGE AND FIRST AMENDMENT TO SECOND MORTGAGE

GEORGE J. DUGLEWICZ REGISTER OF DEEDS DOUGLAS COUNTY, NEBR.

This First Amendment to Second Mortgage and Subordination of Second Mortgage and First Amendment to Second Mortgage (hereinafter referred to as "First Amendment and Subordination"), dated March 7, 1989 is entered into by and between TOD Company, a Nebraska corporation (hereinafter referred to as "TOD") and Clair H. Morgan (hereinafter referred to as the "Mortgagee").

WITNESSETH:

WHEREAS, in order to provide for and to secure the obligations to the Mortgagee under an Agreement dated May 2, 1986, which included an initial loan by the Mortgagee to TOD in the original principal amount of Four Hundred Eighty-Five Thousand Five Hundred Forty-Six Dollars and Nine Cents (\$485,546.09), and all subsequent advances made by the Mortgagee to or for the benefit of TOD, TOD executed and delivered to the Mortgagee, a second mortgage dated May 2, 1986, which second mortgage was recorded in the Mortgage Records of the Register of Deeds, Douglas County, Nebraska, in ~~Book 880 Page 714~~ (hereinafter referred to as the "Second Mortgage"), and

WHEREAS, as the result of a replat and the release of various lots from the original legal set forth in the Second Mortgage and the addition of certain lots to the Second Mortgage as described herein, the real property subject to the Second Mortgage is described on Exhibit "A" attached hereto and by reference made a part hereof, and

WHEREAS, TOD and the Mortgagee, along with the Mortgagee's spouse, Judith Morgan, have entered into a certain agreement dated March 7, 1989, whereby (a) the Mortgagee loaned to TOD the additional sum of Eight Hundred Thirty-Eight Thousand Five Hundred Fifty-Two Dollars and Sixty-Six Cents (\$838,552.66), which loan is evidenced by a promissory note in said principal sum plus interest thereon pursuant to the terms of said note (hereinafter the "Morgan Note"), to enable TOD to pay off a loan to the entity who holds a First Deed of Trust against the premises; (b) the Second Mortgage would be modified to include the loan of Eight Hundred Thirty-Eight Thousand Five Hundred Fifty-Two Dollars and Sixty-Six Cents (\$838,552.66) of Mortgagee and his spouse to TOD ("Morgan Note"), and all other obligations of TOD to Mortgagee and his spouse under the March 7, 1989 Agreement, as obligations of TOD under the Second Mortgage in addition to the obligations presently secured by the Second

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OF [Signature] DEL 1/11 MC [Signature]
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