



BK 1469 PG 648-651

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2002 OCT 28 PM 3:07



MISC 2002 25885

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BKP _____ C/O _____ COMP LM
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1700 Farnam St.
Omaha, NE 68102



**AMENDMENT TO DEED OF TRUST
(Nebraska)**

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by the undersigned borrower, guarantor and/or other obligor (the "Trustor"), and U.S. BANK N.A. (the "Beneficiary") as of the date set forth below.

RECITALS

A. The Trustor (or the Trustor's predecessor in interest, if different from the undersigned Trustor) executed a Deed of Trust (the "Deed of Trust"), dated August 31, 2001. The "Land" (defined in the Deed of Trust) subject to the Deed of Trust is described as follows (or in **Exhibit A** hereto if the description does not appear below):

See attached **Exhibit A**

B. The Deed of Trust was recorded in the office of the County Register of Deeds for Douglas County, Nebraska, on September 4, 2001, in Book 6664, Page 363 (or Computer Reference No. _____).

C. The Trustor has requested that the Trustee and the Beneficiary permit certain modifications to the Deed of Trust as described below.

D. The Beneficiary has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Trustor and the Beneficiary agree as follows:

1. **Change in Note/Deed of Trust Amount.** If checked here, the phrase in the Deed of Trust "a note or notes dated _____ in the initial principal amount(s) of \$ _____" is hereby amended and replaced with the phrase "note(s) or amended note(s) dated N/A in the initial principal amount(s) of \$ N/A".

2. THIS AMENDMENT TO DEED OF TRUST SECURES, WITHOUT LIMITATION, EXISTING DEBTS OR OBLIGATIONS CREATED SIMULTANEOUSLY WITH THE EXECUTION OF THIS AMENDMENT TO DEED OF TRUST AND ANY FUTURE ADVANCES TO BE MADE AT THE OPTION OF THE PARTIES. The total principal amount, exclusive of interest, of the Obligations, including any future debts, advances, liabilities or obligations, not including, however, any sums advanced for the protection of the Property or the Trustor's interest therein, shall not exceed the sum of \$ 10,000,000.00; PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL OR FUTURE LOANS OR ADVANCES IN ANY AMOUNT.

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3. **Maturity of Deed of Trust.** Any reference in the Deed of Trust to a maturity date of the Deed of Trust is hereby deleted, it being the intent of the parties hereto that the Deed of Trust have no stated maturity date. This does not affect maturity of the Obligations under the Loan Documents.

4. **Additional Terms.**

The land described in Exhibit A is being taken as additional collateral.

5. **Fees and Expenses.** The Trustor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

6. **Effectiveness of Prior Document.** Except as provided in this Amendment, all terms and conditions contained in the Deed of Trust remain in full force and effect in accordance with their terms, including any reference in the Deed of Trust to future credit secured by the Deed of Trust; and nothing herein will affect the priority of the Deed of Trust. All warranties and representations contained in the Deed of Trust are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

7. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Beneficiary of existing defaults by the Trustor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

8. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

9. **Authorization.** The Trustor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein are within the organizational powers (as applicable) of the Trustor and have been duly authorized by all necessary organizational action.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the undersigned has/have executed this AMENDMENT as of SEPTEMBER 5, 2002.

(Individual Trustor) _____
Truster Name (Organization) CELEBRITY HOMES, INC.
a NEBRASKA Corporation
X By *Gale L Larsen* President
Printed Name N/A Name and Title GALE L LARSEN, PRESIDENT

(Individual Trustor) _____
By _____
Printed Name N/A Name and Title _____

U.S. BANK N.A.
Beneficiary (Bank)
By: *Chris E Erickson*
Name and Title: CHRIS E ERICKSON
ASSISTANT VICE PRESIDENT

[NOTARIZATION ON NEXT PAGE]

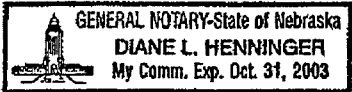
TRUSTOR NOTARIZATION

STATE OF Nebraska }
COUNTY OF Douglas } ss.

This instrument was acknowledged before me on September 18, 2002, by GALE L LARSEN
(Date) (Name(s) of person(s))

PRESIDENT
(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual" or "a single individual")
of CELEBRITY HOMES, INC.
(Name of entity on whose behalf the document was executed; use N/A if individual)
a NEBRASKA Corporation
(State of Organization, Type of Organization), on behalf of the
Corporation
(Type of Organization)

(Notarial Seal)



Diane L Henninger
Printed Name: _____
Notary Public, State of: Nebraska
My commission expires: 10-31-03

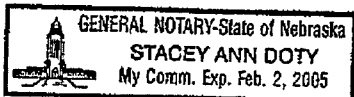
BENEFICIARY (BANK) NOTARIZATION

STATE OF Nebraska }
COUNTY OF Douglas } ss.

This instrument was acknowledged before me on September 18, 2002, by CHRIS E ERICKSON
(Date) (Name(s) of person(s))

ASSISTANT VICE PRESIDENT
(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual" or "a single individual")
of U.S. BANK N.A.
(Name of entity on whose behalf the document was executed; use N/A if individual)
on behalf of the National Association.

(Notarial Seal)



Stacey Ann Doty
Printed Name: Stacey Doty
Notary Public, State of: Nebraska
My commission expires: February 2, 2005

This instrument was drafted by CHRIS E ERICKSON
(name)
on behalf of _____

After recording return to U.S. BANK N.A.
(name)

After Recording Return To: US Bank NA
OM-NE-T2CM, 1700 Farnam St., Omaha, NE 68102

EXHIBIT A TO AMENDMENT TO DEED OF TRUST

(Legal Description)

Grantor/Trustor: **CELEBRITY HOMES, INC.**

Trustee: **U.S. BANK N.A.**

Beneficiary: **U.S. BANK N.A.**

Legal Description of Land:

Lots 1-41, 42-91, 99-146, 149, 156 and 159-198, all in Quail Run,
a Subdivision in Douglas County, Nebraska.