



MISC 2004082578



JUN 23 2004 12:28 P 6

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
6/23/2004 12:28:54.50



2004082578

AMENDMENT TO DEED OF TRUST
(Nebraska)

Filed: AS RECEIVED

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 September 1, 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):

cc-31615 : Lots 199, 200, 201 of the Quail Run subdivision a Subdivision in DOUGLAS County, Nebraska.

cc-30391 : Lots 13, 14, 18, 19 and 20 of the Thomsen Mile a Subdivision in DOUGLAS County, Nebraska.

mix. 34.00
FEE 34.00 FB See above id.
BKP _____ C/O _____ COMP SB
DEL _____ SCAN _____ FV _____

B. The Deed of Trust was recorded in the office of the County Register of Deeds for Douglas County, Nebraska, on June 3, 2002, in Book 6664, Page 462-470 also Book 7181, Page 177 (or Computer Reference No. _____).

C. The Trustor has required 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 N/A in the initial principal amount(s) of \$ N/A" is hereby amended and replaced with the phrase "note(s) dated N/A in the initial principal amount(s) of \$ N/A".

WHEN RECORDED PLEASE RETURN TO:
US BANK
ATTN: CHRIS ERICKSON
DN-CO-BB5R
918 17TH STREET, 5TH FLOOR
DENVER, CO 80202

#35

** FILED: AS IS

- 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 \$15,000,000; PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL OR FUTURE LOANS OR ADVANCES IN ANY AMOUNT.
- 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 real estate described in the Amendment 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.

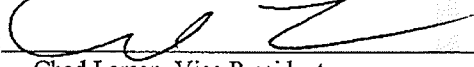
IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS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

WHEN RECORDED PLEASE RETURN TO:
 US BANK
 ATTN: CHRIS ERICKSON
 DN-CO-BB5R
 918 17TH STREET, 5TH FLOOR
 DENVER, CO 80202

IN WITNESS WHEREOF, the undersigned has/have executed this AMENDMENT as of
5-17-04.

BORROWER:

CELEBRITY TOWNHOMES, INC., a Nebraska corporation

By: 
Chad Larsen, Vice President

BANK:

U. S. BANK NATIONAL ASSOCIATION

By: _____
Christopher E. Erickson, Vice President

(NOTARIZATION ON NEXT PAGE)

WHEN RECORDED PLEASE RETURN TO:
US BANK
ATTN: CHRIS ERICKSON
DN-CO-BB5R
918 17TH STREET, 5TH FLOOR
DENVER, CO 80202

STATE OF NEBRASKA

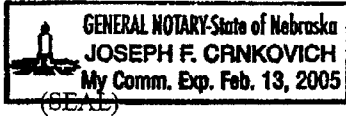
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COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 7th day of May, 2004, by Chad E. Larsen as Vice President of Celebrity Townhomes, Inc., a Nebraska corporation.

Witness my hand and official seal.

My commission expires: 2-13-05



Joseph F. Crnkovich
Notary Public

STATE OF COLORADO

)
)ss
)

COUNTY OF DENVER

The foregoing instrument was acknowledged before me this ___ day of _____, 2004, by Christopher E. Erickson as Vice President of U.S. Bank National Association.

Witness my hand and official seal.

My commission expires: _____

Notary Public

(SEAL)

WHEN RECORDED PLEASE RETURN TO:
US BANK
ATTN: CHRIS ERICKSON
DN-CO-BBSR
918 17TH STREET, 5TH FLOOR
DENVER, CO 80202

IN WITNESS WHEREOF, the undersigned has/have executed this AMENDMENT as of

BORROWER:

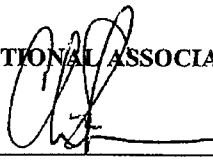
CELEBRITY TOWNHOMES, INC., a Nebraska corporation

By: _____
Chad Larsen, Vice President

BANK:

U. S. BANK NATIONAL ASSOCIATION

By: _____
Christopher E. Erickson, Vice President



(NOTARIZATION ON NEXT PAGE)

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DENVER, CO 80202

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ___ day of _____, 2004, by Chad E. Larsen as Vice President of Celebrity Townhomes, Inc., a Nebraska corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

(SEAL)

STATE OF COLORADO)
)ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17 day of May, 2004, by Christopher E. Erickson as Vice President of U.S. Bank National Association.

Witness my hand and official seal.

My commission expires: MY COMMISSION EXPIRES 10/15/2006

Helen K Roberts

Notary Public

(SEAL)

HELEN K. ROBERTS
NOTARY PUBLIC
STATE OF COLORADO

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DENVER, CO 80202