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LORD PG 82-13 / 11/11



RECORDATION REQUESTED BY:

PACKERS NEBRASKA BANK & TRUST CO.
4710 SOUTH 23RD STREET
OMAHA, NE 68107

WHEN RECORDED MAIL TO:

PACKERS NEBRASKA BANK & TRUST CO.
4710 SOUTH 23RD STREET
OMAHA, NE 68107

SEND TAX NOTICES TO:

PACKERS NEBRASKA BANK & TRUST CO.
4710 SOUTH 23RD STREET
OMAHA, NE 68107

RECEIVED
AUG 31 12 02 PM '95
RECORDS
DOUGLAS COUNTY, NE

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 18, 1995, BETWEEN HOGAN HOMES, INC., A NEBRASKA CORPORATION (referred to below as "Trustor"), whose address is 6211 S 118 PLAZA, OMAHA, NE 68137; and PACKERS NEBRASKA BANK & TRUST CO. (referred to below as "Lender"), whose address is 4710 SOUTH 23RD STREET, OMAHA, NE 68107.

DEED OF TRUST. Trustor and Lender have entered into a Deed of Trust dated September 29, 1994 (the "Deed of Trust") recorded in DOUGLAS County, State of Nebraska as follows:

RECORDED OCTOBER 3, 1994 IN BOOK 4417 AT PAGE 371 IN RECORDS OF DOUGLAS COUNTY, NEBRASKA

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

THAT PART OF THE SOUTH 792 FEET OF THE WEST 660 FEET OF THE EAST 710 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE WEST (ASSUMED BEARING) 710.00 FEET ON THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 21 MINUTES 04 SECONDS EAST, 165.24 FEET ON THE WEST LINE OF THE EAST 710 FEET OF SAID SOUTHEAST 1/4 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF WEST MAPLE ROAD; THENCE CONTINUING NORTH 00 DEGREES 21 MINUTES 04 SECONDS EAST, 626.76 FEET ON THE WEST LINE OF THE EAST 710 FEET OF SAID SOUTHEAST 1/4; THENCE EAST 660.00 FEET ON THE NORTH LINE OF THE SOUTH 792 FEET OF SAID SOUTHEAST 1/4; THENCE SOUTH 00 DEGREES 21 MINUTES 04 SECONDS WEST, 482.11 FEET ON THE EAST LINE OF THE WEST 660 FEET OF THE EAST 710 FEET OF SAID SOUTHEAST 1/4 TO THE NORTH LINE OF WEST MAPLE ROAD; THENCE SOUTH 24 DEGREES 28 MINUTES 29 SECONDS WEST, 80.74 FEET ON THE NORTH LINE OF WEST MAPLE ROAD; THENCE SOUTH 00 DEGREES 06 MINUTES 51 SECONDS WEST 80.00 FEET ON THE NORTH LINE OF WEST MAPLE ROAD; THENCE NORTH 89 DEGREES 11 MINUTES 35 SECONDS WEST 627.34 FEET ON THE NORTH LINE OF WEST MAPLE ROAD TO THE POINT OF BEGINNING

The Real Property or its address is commonly known as 15602 WEST MAPLE ROAD, OMAHA, NE 68116. The Real Property tax identification number is 1757-0005-01.

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

THE DEFINITION OF THE WORD "NOTE" AS DEFINED ON PAGE 2 OF SAID DEED OF TRUST SHALL BE MODIFIED TO READ AS FOLLOWS:

The word "NOTE" means the Note dated September 29, 1994 in the principal amount of \$540,000.00 TOGETHER WITH THE NOTE DATED AUGUST 18, 1995 IN THE PRINCIPAL AMOUNT OF \$30,000.00 from Trustor to Lender, together with all renewals, extensions, modifications, refinancings and substitutions for the NOTES.

MODIFICATION OF DEED OF TRUST
(Continued)

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 endorers 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.

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

TRUSTOR:

HOGAN HOMES, INC.

By:

DENNIS P. HOGAN, JR., President/Treasurer

LENDER:

PACKERS' NEBRASKA BANK & TRUST CO.

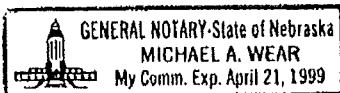
By:

Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF DOUGLAS) SS

On this 18 day of AUGUST, 19 95, before me, the undersigned Notary Public, personally appeared DENNIS P. HOGAN, JR., President/Treasurer of HOGAN HOMES, INC., 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.

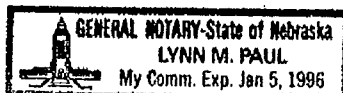


By [Signature]
Notary Public in and for the State of NEBRASKA
Residing at Omaha
My commission expires 4-21-99

LENDER ACKNOWLEDGMENT

STATE OF Nebraska
COUNTY OF Douglas) SS

On this 18 day of August, 19 95, before me, the undersigned Notary Public, personally appeared MICHAEL A. WEAR and known to me to be the, authorized 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.



By Lynn M. Paul
Notary Public in and for the State of Ne
Residing at Barpy
My commission expires 1-5-96