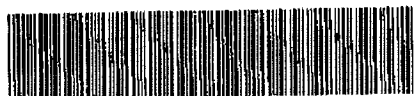




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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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**AMENDMENT NO. 1
TO THE
DEED OF TRUST, SECURITY AGREEMENT
AND FINANCING STATEMENT**

PARTIES:

AMENDMENT NO. 1 made this 26th day of May, 1998, by and between **BRIAR HILLS DEVELOPMENT, L.L.P.**, a Nebraska limited liability partnership, Trustor, **BHD, L.L.C.**, a Nebraska limited liability company, **NEW MILLENNIUM, L.L.P.**, a Nebraska limited liability partnership, and **B-4, L.L.C.**, a Nebraska limited liability company, Beneficiaries, and **PAUL M. BROWN, TRUSTEE**, Trustee, amending and modifying the Deed of Trust, Security Agreement and Financing Statement dated April 11, 1997, by and between Trustor, Beneficiaries and Trustee.

RECITALS:

This Agreement is made with reference to the following facts and objectives:

1. On April 11, 1997, Trustor granted to Trustee, in trust, with the power of sale, certain property legally described on Exhibit "A" attached hereto and incorporated herein by this reference, for the benefit and security of Beneficiaries, as evidenced by the Deed of Trust, Security Agreement and Financing Statement (the "Deed of Trust").
2. The Deed of Trust was recorded in the office of the Register of Deeds of Douglas County, Nebraska, on June 21, 1997, at Book 5041, Page 209.
3. The parties now desire to amend the Deed of Trust on the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and the mutual agreements, provisions and covenants herein contained, the parties do hereby agree as follows:

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 FEE _____ FB _____
 BKP 11/15/11 C/O VP COMB
 DEL _____ SCIN Doc _____

SECTION 1. AMENDMENT.

In addition to the indebtedness and obligations set forth in the Deed of Trust, the Deed of Trust shall also secure the following additional indebtedness and obligations:

(a) The payment of the debts to B-4, L.L.C. evidenced by the Trustor's Revolving Credit Promissory Note payable to B-4, L.L.C. dated May 26, 1998, in the principal sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) together with interest, and upon the terms provided in the Note and any and all renewals, modifications and extensions thereof.

SECTION 2. RATIFICATION.

The Deed of Trust is hereby ratified and confirmed and shall remain in full force and effect except as herein modified and supplemented. Any ambiguity in a provision of the Deed of Trust, as amended and supplemented by this Amendment No. 2, shall be resolved in favor of the language contained in this Amendment No. 2.

IN WITNESS WHEREOF, this Amendment No. 2 has been duly executed by the parties hereto on the date shown below.

Executed at Omaha, Nebraska
on May 26, 1998

BRIAR HILLS DEVELOPMENT, L.L.P., a
Nebraska limited liability partnership, "Trustor"

By: BHD, L.L.C., a Nebraska limited
liability company, Partner

By: Barbara Shaw
Barbara Shaw, Manager

By: Maurice M. Udes
Maurice M. Udes, Manager

By: NEW MILLENNIUM, L.L.P., a
Nebraska limited liability partnership,
Partner

By: Kevin Irish
Kevin Irish, Partner

By: Herbert Freeman
Herbert Freeman, Partner

By: B-4, L.L.C., a Nebraska limited liability company, Manager

By: *Marietta E. Brown*
Marietta E. Brown, Manager

Executed at Omaha, Nebraska
on May 26, 1998

BHD, L.L.C., a Nebraska limited liability company

By: *Barbara Shaw*
Barbara Shaw, Manager

By: *Maurice M. Udes*
Maurice M. Udes, Manager

Executed at Omaha, Nebraska
on May 26, 1998

NEW MILLENNIUM, L.L.P., a Nebraska limited liability partnership

By: *Kevin Irish*
Kevin Irish, Partner

By: *Herbert Freeman*
Herbert Freeman, Partner

Executed at Omaha, Nebraska
on May 26, 1998

B-4 DEVELOPMENT, L.L.C., a Nebraska limited liability company

By: *Marietta E. Brown*
Marietta E. Brown, Manager

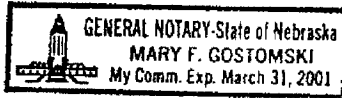
Paul M. Brown
PAUL M. BROWN, TRUSTEE

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was signed before me this 26th day of May, 1998, by Maurice M. Udes and Barbara Shaw, Managers of BHD, L.L.C., a Nebraska limited liability

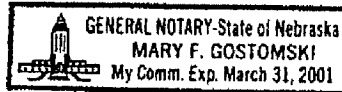
company, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed and the voluntary act and deed of the limited liability company.



Mary F. Gostomski
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

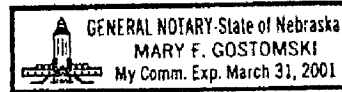
The foregoing instrument was signed before me this 26th day of May, 1998, by Kevin Irish and Herbert Freeman, Partners of New Millennium, L.L.P., a Nebraska limited liability partnership, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed and the voluntary act and deed of the limited liability partnership.



Mary F. Gostomski
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

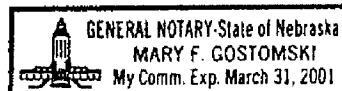
The foregoing instrument was signed before me this 26th day of May, 1998, by Marietta Brown, Manager of B-4, L.L.C., a Nebraska limited liability company, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed and the voluntary act and deed of the limited liability company.



Mary F. Gostomski
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was signed before me this 26th day of May, 1998, by Paul M. Brown, Trustee, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed as Trustee.



Mary F. Gostomski
Notary Public

EXHIBIT "A"

NE
NW
SE
SW

The Northeast Quarter of Section 16, except the right of way of the Union Pacific Railroad over and across said land of about one acre, and except one acre more or less lying Southwest of the creek in the Southwest corner of the Northeast Quarter of Section 16, and except all that part of the Northeast Quarter which is included between lines that are parallel with and distant respectively 200 feet and 450 feet Northeasterly measured at right angles from the center line of the Northerly or West bound main track of the Union Pacific Railroad Company as now constructed and operated containing an area of two acres, more or less, all in Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, subject to Highways and more particularly described as follows:

Beginning at the Northeast corner of said Section 16; thence $S02^{\circ}38'48''E$ (assumed bearing) along the East line of the NE 1/4 of said Section 16, 2644.09 feet to the East 1/4 corner of said Section 16; thence $S87^{\circ}52'08''W$ along the South line of the NE 1/4 of said Section 16, 2155.77 feet to a point being 450.00 feet perpendicular northeasterly to the centerline of the northerly or Westbound track of the Union Pacific Railroad Company as now constructed; thence $N55^{\circ}24'51''W$ along said line, 625.56 feet to the West line of the the NE 1/4 of said Section 16; thence $N02^{\circ}36'33''W$ along said West line, 2272.81 feet to the North 1/4 corner of said Section 16; Thence $N87^{\circ}55'47''E$ along the North line of the NE 1/4 of said Section 16, 2652.47 feet to the point of beginning.