



AUG 10 2005 11:22 P

WHEN RECORDED MAIL TO:

First Westroads Bank, Inc. 15750 West Dodge Road Omaha, NE 68118

Received - DIANE L. BATTIATO Register of Deeds, Douglas County, NE 8/10/2005 11:22:48.88

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated August 1, 2005, is made and executed between between V & R Joint Venture, A Nebraska General Partnership; and MCV1 L.L.C., A Nebraska Limited Liability Company, whose address is 11205 John Galt Blvd., Omaha, NE 68137 ("Trustor") and First Westroads Bank, Inc., whose address is 15750 West Dodge Road, Omaha, NE 68118 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated December 1, 2004 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Recorded on December 15, 2004 as Instrument No. 2004161846.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Deagles County, State of Nebraska: 髲

Lot 43, in Lakeside Hills, a Subdivision in Douglas County, Nebraska

16 STAN SER FOR 7, 2019 The Real Property or its address is commonly known as So. 171st and Arbor Streets, Omaha, NE 68130. The Real Property tax identification number is 0285610916

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

The word "Note" means the Promissory note dated August 1, 2005 in the original principal amount of \$1,050,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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 endorsers 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.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED AUGUST 1, 2005.

TRUSTOR:

V & R JOINT VENTURE, A NEBRASKA GENERAL PARTNERSHIP ugon A auto General Partner of V & D Joint Venture, A Nebraska General Partnership Milo P. Vacanti, President of Vacrand, Inc. V & R COMPANY, A NEBRASKA GENERAL PABINERSHIP, General Partner of V & R Joint Venture, A Nebraska General Partnership Milo P. Vacanti, General Partner of V Company, a Nebraska General Partnership tacu Charles-J. Vacanti, General Partner of V & R Company, a Nebraska General Partnership The second of the ... \$,2008

A NEBRASKA LIMITED LIABILITY COMPANY

Vacanti, Member of MCV1 L.L.C., A Nebraska Limited Liability Company Milo P

all Charles J. Vacanti, Member of MCV1 L.L.C., Nebraska Limited Liability

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## MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 8399

Page 2

COUNTY OF Designed  On this day of designed Millo P. Vacanti, President or Vaccand, Inc. and Millo P. Vacanti, General Partner And Charles J. Vacanti, General Partner or V. & Company, a Nebreska General Partnership, and known to me to be partners or designated agents of the partnership, by authority statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated, that they are authorized to execute this Modification on the half of the partnership.  By Worth Public is and for the State of Reference in Modification and in fact executed the Modification on behalf of the partnership.  By Worth Public is and for the State of Reference in Modification and in fact executed the Modification on the half of the partnership.  By Worth Public is and for the State of Reference in Modification on the Institute of Institute in Modification on the Institute of Institute in Modification on the Institute of Institute in Insti	LENDER:	
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COUNTY OF Deuglas   Sister    On this   Suppared Millo P. Vacanti, President or Vacrand, Inc. and Millo P. Vacanti, General Partner and Charles J. Vacanti, General Partner of Y. & Company, a Nebraska General Partnership, and known to me to be partners or designated agents of the partnership, by authority statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated, that they are authorized to executed the Modification on behalf of the partnership.  BEMENUL RUTARY-State of Martisch STEPHEN R. ROBINSON My Comm. Bp. Re. 7, 2009  LIMITED LIABILITY COMPANY ACKNOWLEDGMENT  STATE OF	PARTNERSHIP	PACKNOWLEDGMENT
COUNTY OF Designed Country of September 20 S	STATE OF Rebierha	,
On this day of August 20 6 before me, the undersigned Notary Public, personally appeared Mile P. Vacanti, President of Vacanti, Ceneral Partner and Charles J. Vacanti, General Partner of V. & & Company, a Nebraska General Partnership, and known to me to be partners or designated agents of the partnership that executed the Modification and active Medical to be the fire and voluntary and and design of the partnership. Which was authorized to executed the Modification and in fact executed the Modification on behalf of the partnership.  By William and for the State of Residue and the Modification on behalf of the partnership.  By Commission expires    Notary Public   Program   Prog	N 0	) ss
appeared Mile P. Vacanti, President of Vacand, Inc. and Mile P. Vacanti, General Partner of V. & Company, a Networkside General Partnership and known to me to be partners or of designated agents of the partnership hat executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary and and deed of the partnership present, for the uses and purposes therein mentioned, and on oath state distinct partnership.    State Of	COUNTY OF BOUNDED	)
appeared MINO P. Vacanti, President of Vacanti, Inc. and MINO P. Vacanti, General Partner and Charles J. Vacanti, General Partner of V. & Company, a Methorskia General Partnership and known to me to be partners or of designated agents of the partnership hat executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary and and deed of the partnership prevention, for the uses and purposes therein mentioned, and on oath state of the partnership.    SEMERIAL NOTARY - State of Methorskia STEPHEN R ROBINSON No. 18 (1997)   Public Prevention of the Company of the	On this 1 to day of august	. 20 <b>6</b> 5 . before me, the undersigned Notary Public, personally
COUNTY OF	Company, a Nebraska General Partnership, and known to m Modification of Deed of Trust and acknowledged the Modification statute or its Partnership Agreement, for the uses and purposes Modification and in fact executed the Modification on behalf of the  GENERAL NOTARY - State of Nebrasica STEPHEN F. PORINSON	P. Vacanti, General Partner and Charles J. Vacanti, General Partner of V & R ne to be partners or designated agents of the partnership that executed the n to be the free and voluntary act and deed of the partnership, by authority of therein mentioned, and on oath stated that they are authorized to execute this partnership.  By  Notary Public is and for the State of  Residing at
STATE OF		
On this	LIMITED LIABILITY CO	OMPANY ACKNOWLEDGMENT
On this day of August (appeared Milo P. Vacanti, Member; Charles J. Vacati, Member of MCV1.L.C., A Nebraska Limited Liability Company, and known to me to be partners or designated agents of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.  By  Notary Public in and for the State of Nebraska STEPHEN F. ROBINSON My commission expires    Notary Public in and for the State of Nebraska STEPHEN F. ROBINSON My commission expires	STATE OF MARKE	
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T AND THE PARTY OF	authorized agent for the Lender that executed the within and foreg act and deed of the said Lender, duly authorized by the Lender mentioned, and on oath stated that he or she is authorized to exe	joing instrument and acknowledged said instrument to be the free and voluntary through its board of directors or otherwise, for the uses and purposes therein
A GENERAL NUMBER - SIGNA OF THE STATE OF THE	GENERAL NOTARY - State of Nebraska SHARI PATE My Comm. Exp. March 24, 2008	
My Comm. Exp. March 24, 2008  Residing at		Residing at
My commission expires		My commission expires