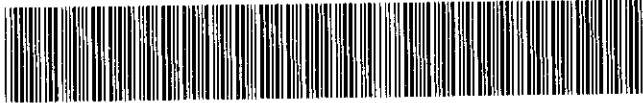


MISC 2005097663



AUG 10 2005 11:22 P 2

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



2005097663

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 Douglas County, State of Nebraska:

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

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:

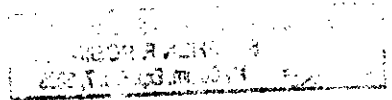
The word "Note" means the Promissory note dated August 1, 2005 in the original principal amount of \$1,050,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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 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.

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



VACRAND, INC., General Partner of V & R Joint Venture, A Nebraska General Partnership

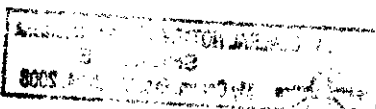
By: Milo P. Vacanti
Milo P. Vacanti, President of Vacrand, Inc.

V & R COMPANY, A NEBRASKA GENERAL PARTNERSHIP, General Partner of V & R Joint Venture, A Nebraska General Partnership

By: Milo P. Vacanti
Milo P. Vacanti, General Partner of V & R Company, a Nebraska General Partnership

By: Charles J. Vacanti
Charles J. Vacanti, General Partner of V & R Company, a Nebraska General Partnership

MCV1 L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY



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

By: Charles J. Vacanti
Charles J. Vacanti, Member of MCV1 L.L.C., A Nebraska Limited Liability Company

MISC
FEE 10.50 FB 60-21555
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DEL _____ SCAN _____ FV _____

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P 2/1

✓ 5914

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 8399

Page 2

LENDER:

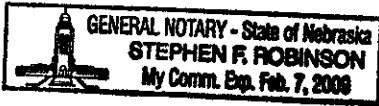
FIRST WESTROADS BANK, INC.

X [Signature]
Authorized Officer

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 1st day of August, 20 05, before me, the undersigned Notary Public, personally appeared **Milo P. Vacanti, President of Vacrand, Inc. and Milo P. Vacanti, General Partner and Charles J. Vacanti, General Partner of V & R Company, a Nebraska General Partnership**, and known to me to be partners or designated agents of the partnership that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

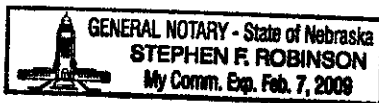


By [Signature]
Notary Public in and for the State of _____
Residing at _____
My commission expires _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 1st day of August, 20 05, before me, the undersigned Notary Public, personally appeared **Milo P. Vacanti, Member; Charles J. Vacanti, Member of MCV1 L.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.

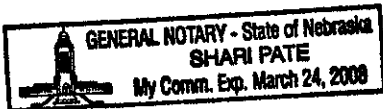


By [Signature]
Notary Public in and for the State of _____
Residing at _____
My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 1st day of August, 20 05, before me, the undersigned Notary Public, personally appeared Stephen F. Robinson and known to me to be the President of First Westroads Bank, Inc. 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 [Signature]
Notary Public in and for the State of Nebraska
Residing at _____
My commission expires _____