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MISC 2006086001



JUL 31 2006 14:12 P 2

WHEN RECORDED MAIL TO:

Loan Operations
333 West Broadway
Council Bluffs, IA 51501

Received - DIANE L. BATTIATO

Register of Deeds, Douglas County, NE

7/31/2006 14:12:36.40



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MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated July 21, 2006, is made and executed between between Image Arts, LLC., whose address is 2626 Harney Street, Omaha, NE 68131; a Nebraska Limited Liability Company ("Trustor") and American National Bank, whose address is 90th & Dodge Branch, 8990 W Dodge Road, Omaha, NE 68114 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated May 5, 2006 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

A Deed of Trust recorded May 18, 2006 in the Register of Deeds Office, Douglas County, Nebraska, Instrument #2006055363.

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

Lots Seven (7) and Eight (8), Block Two (2), Capitol Hill, an addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska

The Real Property or its address is commonly known as 2626 Harney Street, Omaha, NE 68131.

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

The principal amount of \$385,200 is decreased to \$214,000.00.

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 JULY 21, 2006.

TRUSTOR:

IMAGE ARTS, LLC.

By: [Signature]
Dana R. Altman, Member of Image Arts, LLC.

By: [Signature]
Deanna L. Altman, Member of Image Arts, LLC.

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LENDER:

AMERICAN NATIONAL BANK

X [Signature]
Authorized Officer

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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 477153

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 21st day of July, 20 06, before me, the undersigned Notary Public, personally appeared Dana R. Altman, Member; Deanna L. Altman, Member of Image Arts, LLC., 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 Peggy A. Palmore
Notary Public in and for the State of Ne
Residing at 8155 L St Ralston Ne 68127
My commission expires 10-20-06



LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 21st day of July, 20 06, before me, the undersigned Notary Public, personally appeared Chris Wiedenkfeld and known to me to be the VP of American National Bank 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 Peggy A. Palmore
Notary Public in and for the State of Ne
Residing at 8155 L St Ralston Ne 68127
My commission expires 10-20-06

