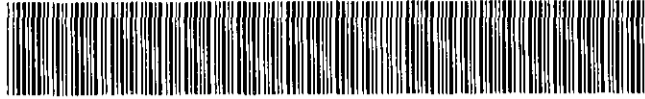




MISC 2010023588



MAR 19 2010 08:38 P 2

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 2 BKP _____ C/O _____ COMP MB
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
3/19/2010 08:38:22.51



2010023588

WHEN RECORDED MAIL TO: *Jody Jackson*
 First National Bank of Omaha
 114th & Dodge
 11404 W Dodge RD
 Omaha, NE 68154
stop code: 4250

FOR RECORDER'S USE ONLY



MODIFICATION OF DEED OF TRUST



#####806202202010

THIS MODIFICATION OF DEED OF TRUST dated February 20, 2010, is made and executed between Big Jim's Plus, a Nebraska Limited Liability Company ("Trustor") and First National Bank of Omaha, whose address is 114th & Dodge, 11404 W Dodge RD, Omaha, NE 68154 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated November 15, 2000 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Deed of Trust Dated November 15, 2000, Recorded January 11, 2001 Book# 6290 Page: 391-396, Inst#2001-00666.

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

Lots 7 and 8 and the East 16 feet of Lot 9, in Block 4, in COLLIER PLACE, and 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 3024 Ames Ave, Omaha, NE 68111.

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

Trustor/Grantor has changed from J & J REAL ESTATE to Big Jim's Plus, Limited Liability Company.

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 endorser 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 FEBRUARY 20, 2010.

TRUSTOR:

BIG JIM'S PLUS, LIMITED LIABILITY COMPANY

By: *[Signature]*
Authorized Signer for Big Jim's Plus, Limited Liability Company

By: *[Signature]*
Authorized Signer for Big Jim's Plus, Limited Liability Company

LENDER:

FIRST NATIONAL BANK OF OMAHA
[Signature]
Rob Glorvick, Commercial Loan Officer

Charge Account

MODIFICATION OF DEED OF TRUST
(Continued)

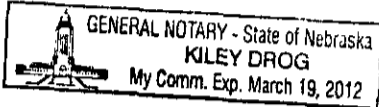
Loan No: 8576351

Page 2

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 17th day of March, 20 2010, before me, the undersigned Notary Public, personally appeared James E. Warren, Joyce Warren of Big Jim's Plus, Limited Liability Company and _____ of Big Jim's Plus, Limited Liability Company, and known to me to be members 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.

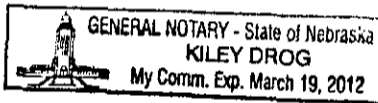


By Kiley Drog
Notary Public in and for the State of Nebraska
Residing at 15018 Pepperwood Dr. Omaha
My commission expires 3/19/12

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 17th day of March, 20 10, before me, the undersigned Notary Public, personally appeared Rob Glorvick, and known to me to be the Commercial Loan Officer, authorized agent for First National Bank of Omaha that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First National Bank of Omaha, duly authorized by First National Bank of Omaha 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 in fact executed this said instrument on behalf of First National Bank of Omaha.



By Kiley Drog
Notary Public in and for the State of Nebraska
Residing at 15018 Pepperwood Dr. Omaha
My commission expires 3/19/12