

## MODIFICATION AGREEMENT

WHEREAS, WENTWORTH SOUTH, INC., a Nebraska Corporation, did on the 3rd day of May, 1972, execute and deliver to Iowa Securities Company its Promissory Note in the principal sum of One Million Seven Hundred Thousand and No/One-Hundredths (\$1,700,000.00) Dollars, with interest thereon as provided therein; and

WHEREAS, to secure the payment of the above described Promissory Note, the said Wentworth South, Inc., did on the same day execute and deliver to IOWA SECURITIES COMPANY a Real Estate Mortgage covering the following described property, to-wit:

A tract of land located in the West  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 10, T14N, R12E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{2}$  of said Section 10, thence South 00° 09' 25" West (assumed bearing), along the West line of the NE $\frac{1}{4}$  of the NE $\frac{1}{2}$  of said Section 10, a distance of 200.00 feet to the point of beginning; thence South 89° 27' 20" East, a distance of 300.00 feet; thence South 00° 09' 25" West, a distance of 1,141.23 feet, to a point on the proposed North right-of-way line of Park Drive; thence North 89° 43' 00" West along said proposed North right-of-way line of Park Drive, a distance of 300.00 feet, to a point on the West line of the East  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of said Section 10; thence North 00° 09' 25" East, along the West line of the East  $\frac{1}{2}$  of the NE $\frac{1}{4}$  of said Section 10, a distance of 1,142.60 feet to the point of beginning. Said tract of land contains 7.864 acres, more or less,

which Mortgage was recorded in the Office of the Register of Deeds for Douglas County, Nebraska on May 18, 1972 in Book 1926, Mortgage Records, at Page 97; and

WHEREAS, the above described Promissory Note is further secured by an Assignment of Rents and Management Agreement in favor of Iowa Securities Company executed and delivered by Wentworth South, Inc. on the 3rd day of May, 1972, by a Financing Statement executed by Wentworth South, Inc. and by a Security Agreement executed by Wentworth South, Inc. in favor of Iowa Securities Company; and

WHEREAS, no principal payments have been made on said Promissory Note but interest on said indebtedness has been paid to April 1, 1973; and

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WHEREAS, Wentworth South, Inc. now desires to increase said indebtedness by an additional sum of Three Hundred Thousand and No/One-Hundredths (\$300,000.00) Dollars, making the principal amount thereof the sum of Two Million and No/One-Hundredths (\$2,000,000.00) Dollars and has requested Iowa Securities Company to increase said principal amount to \$2,000,000.00 and to make the additional advance of \$300,000.00; and

WHEREAS, Iowa Securities Company is willing to grant such request by advancing the additional sum of \$300,000.00, provided the undersigned Wentworth South, Inc. will agree to the following:

1. That the agreed principal balance due after the above described advance is the sum of \$2,000,000.00.
2. That the rate of interest as specified in the above described Promissory Note shall be increased to eight and three-fourths (8.750%) percent per annum.
3. That the term of the loan shall be changed from 25 years to 28 years.
4. That the undersigned Wentworth South, Inc., will, simultaneously with the execution of the within Modification Agreement, execute and deliver to Iowa Securities Company an Assignment of Rents and Management Agreement, a Security Agreement and a Financing Statement as security for the said sum of \$2,000,000.00.
5. That the said sum of \$2,000,000.00 to be paid shall be a lien on all of the real estate and improvements thereon above described and a lien on all of the property included in the Security Agreement and Financing Statement.
6. That the undersigned Wentworth South, Inc. shall deliver, or cause to be delivered to Iowa Securities Company, a policy of title insurance with a liability limit of not less than the sum of \$2,000,000.00 issued by a title insurance company satisfactory to Iowa Securities Company with coverage and in form satisfactory to Iowa Securities Company, insuring Iowa Securities Company's interest under the Mortgage as herein amended as a valid first lien on the above described property.

NOW, THEREFORE, in pursuance of said agreement and in consideration of the granting of Wentworth South, Inc.'s request for said additional funds, the parties hereto mutually agree as follows:

- (1) The undersigned Wentworth South, Inc., does hereby promise to pay to the order of Iowa Securities Company the sum of Two Million and No/One-
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Hundredths (\$2,000,000.00) Dollars, with interest thereon as herein specified in the following installments, to-wit:

Interest only on said sum or so much thereof as is from time to time disbursed and unpaid shall be payable on the first day of June, 1972 and on the first day of each and every month thereafter to and including the first day of September, 1973; thereafter principal and interest in the sum of Fifteen Thousand Nine Hundred Eighty-three and Thirty-three/One-Hundredths (\$15,983.33) Dollars shall be payable on the first day of October, 1973 and on the first day of each and every month thereafter to and including the first day of August, 2001, with the balance of unpaid principal and accrued interest payable on the first day of September, 2001. The said monthly payment shall be applied first to the payment of interest on the balance of unpaid principal at the rate of eight and three-fourths (8.750%) percent per annum, and any amount remaining after the payment of the said interest shall be applied to the unpaid principal. The right to make additional payments on account of principal on any installment payment date is reserved, such payments, however, in any loan year not to exceed required amortization for that year plus \$200,000.00, non-cumulative, the prepayment to be the exact amount of such portion of any consecutive number of ensuing monthly payments as would be applied to principal if those payments were made when due. The further right is reserved to prepay the loan in full on any installment payment date after September 1, 1983, and sixty days' written notice by paying a prepayment fee on the amount paid in excess of the above permitted payments as follows: 3% prepayment fee during the 11th loan year; 2-1/2% prepayment fee during the twelfth loan year; 2% prepayment fee during the thirteenth loan year; 1-1/2% prepayment fee during the fourteenth loan year; 1% prepayment fee during the fifteenth loan year; 1/2% prepayment fee during the sixteenth loan year; thereafter without a prepayment fee

(2) The parties to this agreement hereby agree to said modification of the above described Note and Mortgage and further agree that said Mortgage above referred to as modified shall continue a first lien upon said premises and that said Note and Mortgage shall remain in full force and effect except as herein modified.

This agreement shall bind and apply to the parties hereto, their respective successors and assigns.

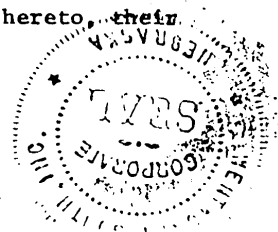
Dated this 23rd day of April, 1973.

Attest:

*Donald F. Day*  
Donald F. Day, Secretary

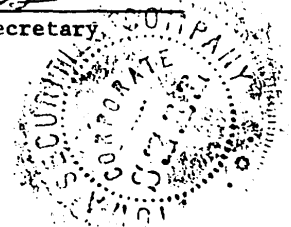
WENTWORTH SOUTH, INC.

By *Ewel J. Karnes*  
Ewel J. Karnes, Jr., President



IOWA SECURITIES COMPANY

By *Richard D. Moss*  
Richard D. Moss, Assistant Secretary



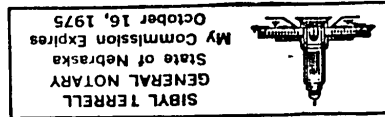
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STATE OF NEBRASKA)  
  )SS  
COUNTY OF DOUGLAS)

On this 30th day of April A.D., 1973, before me, a Notary Public in and for said County and State, personally appeared Ewel J. Karnes, Jr., President of Wentworth South, Inc., a corporation, to me known to be the identical person who executed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Sibyl Terrell  
Notary Public

My Commission expires \_\_\_\_\_

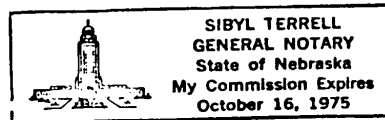


STATE OF NEBRASKA)  
  )SS  
COUNTY OF DOUGLAS)

On this 30th day of April A.D., 1973, before me, a Notary Public in and for said County and State, personally appeared Richard D. Moss, Assistant Secretary of Iowa Securities Company, a corporation, to me known to be the identical person who executed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer the the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Sibyl Terrell  
Notary Public

My Commission expires \_\_\_\_\_



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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
2 DAY OF May 1973 AT 3:09 P. M. C. HAROLD OSTLER, REGISTER OF DEEDS

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