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RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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**AMENDMENT NO. 1 TO DEED OF TRUST**

THIS AMENDMENT NO. 1 TO DEED OF TRUST ("Amendment No. 1") is made this 20th day of May, 2002, by and between Upstream Brewing Company, L.L.C., (hereinafter called the "Trustor"), whose mailing address is 514 South 11th Street, Omaha, NE 68102, Attention: Brian K. Magee, Security National Bank of Omaha, a National Banking Association (hereinafter called the "Trustee"), whose mailing address is 3500 Farnam Street, Omaha, Nebraska 68131, Attention: Thomas J. Pritchard, and Security National Bank of Omaha, National Association, a national banking association (hereinafter called the "Beneficiary"), whose mailing address is 3500 Farnam Street, Omaha, Nebraska 68131, Attention: Thomas J. Pritchard.

**WITNESSETH:**

WHEREAS, the parties hereto previously entered into that certain Deed of Trust, dated November 14, 1995, which is recorded in (i) Book 4628, Page 514 of the Mortgage Records of Douglas County, Nebraska (the "Deed of Trust"), against the property described on Exhibit "A" attached hereto, together with such other property as described in the Deed of Trust (hereinafter, the "Trust Property");

WHEREAS, Beneficiary, Trustor and Upstream Partners, LLC, a Nebraska limited liability company ("Upstream Partners") have concurrently herewith entered into a Loan Agreement, as the same may hereafter be restated, amended or modified from time to time (hereafter referred to as the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, Trustor has executed and delivered to Beneficiary a Guaranty pursuant to which Beneficiary, as Guarantor thereunder, has guaranteed the repayment of the loans made to Upstream Partners by Beneficiary under the Loan Agreement, in the aggregate principal amount of \$3,185,000.00 (collectively, the "Loans");

WHEREAS, Trustor desires to execute and deliver this Amendment No. 1 to evidence Trustor's agreement that the Deed of Trust shall secure the Loans.

NOW, THEREFORE, in consideration of the above premises and to induce Beneficiary to enter into the Loan Agreement, Trustor agrees as follows:

1. All terms contained herein with initial capitalized letters shall have the meaning ascribed to them in the Loan Agreement unless (i) otherwise defined herein or (ii) specific reference is made to terms defined in the Deed of Trust.

Security Nat'l Bank BOX 31400 Omaha NE 68131

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2. In addition to the obligations referred to in the Deed of Trust, Trustor agrees that the Deed of Trust shall secure (i) the Loans, and (ii) the Notes in the aggregate original principal amount of \$3,185,000 and (iii) all future indebtedness of Trustor to Beneficiary.

3. The term "Loan" or "Loans" as used in the Deed of Trust shall be defined as a reference to amounts of money lent by Beneficiary to Trustor or to Upstream Partners which remain outstanding and are evidenced by the Notes.

4. The term "Note" or "Notes" as used in the Deed of Trust shall be defined as a reference to Term Note A, Term Note B and all future notes issued by Beneficiary to Upstream Partners, with such reference pertaining to (i) any one of them when used in the singular or (ii) all of them when used in the plural.

5. Section 10 of the Deed of Trust is hereby deleted in its entirety and the following substituted therefor:

**"10. Default and Acceleration.**

(a) Events of Default. Each of the following occurrences shall constitute an event of default hereunder (hereinafter called an "Event of Default"):

(i) Upstream Partners, LLC shall fail to pay when due any principal, interest or principal and interest under the Notes;

(ii) Any warranty of title made by Trustor herein shall be untrue;

(iii) Trustor shall fail to observe or perform any of the terms, provisions or covenants of this Deed of Trust;

(iv) Any Event of Default under the Loan Agreement;

(v) A trustee, receiver or liquidator of the property or of Trustor shall be appointed, or any of the creditors of Trustor shall file a petition in bankruptcy against Trustor or for the reorganization of Trustor pursuant to the Federal Bankruptcy Code, or any similar law, whether federal or state, and if such order or petition shall not be discharged or dismissed within thirty (30) days after the date on which such appointment, order or petition was filed;

(vi) Trustor shall file a petition pursuant to the Federal Bankruptcy Code or any similar law, federal or state, or if Trustor shall be adjudged a bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall consent to the appointment of a receiver of all or any part of the property;

(vii) Final judgment for the payment of money in an amount in excess of \$100,000.00 shall be rendered against Trustor and Trustor shall not discharge the same, or cause it to be discharged, within thirty (30) days after the entry thereof, or shall not appeal therefrom or from the

order, decree or process upon which or pursuant to which said judgment was granted, based or entered, and secure a stay of execution pending such appeal; or

(viii) Trustor sells or shall convey the property, or any part thereof, or any interest therein, or shall be divested of its title, or any interest therein, in any manner or way, whether voluntarily or involuntarily, without the written consent of Beneficiary being first had and obtained.

(b) Acceleration of Debt; Foreclosure. Upon the occurrence of any Event of Default, or any time thereafter, Beneficiary may, at its option, declare all the Indebtedness secured hereby immediately due and payable and the same shall bear interest at the default rate, if any, set forth in the Loan Agreement, or otherwise at the highest rate permitted by law, and, irrespective of whether Beneficiary exercises said option, it may, at its option and in its sole discretion, without any further notice or demand to or upon Trustor, do one or more of the following:

(i) Beneficiary may enter upon, take possession of, manage and operate the property or any part thereof; make repairs and alterations and do any acts which Beneficiary deems proper to protect the security thereof, and either with or without taking possession, in its own name, sue for or otherwise collect and receive rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees and Beneficiary's costs, upon the Notes secured hereby and in such order as Beneficiary may determine. Upon request of Beneficiary, Trustor shall assemble and shall make available to Beneficiary any of the property which has been removed. The entering upon and taking possession of the property, the collection of any rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default theretofore or thereafter occurring, or affect any notice of default or notice of sale hereunder or invalidate any act done pursuant to any such notice. Notwithstanding Beneficiary's continuance in possession or receipt and application of rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law upon or after the occurrence of an Event of Default, including the right to exercise the power of sale. Any of the actions referred to in this paragraph may be taken by Beneficiary at such time as Beneficiary may determine without regard to the adequacy of any security for the Indebtedness secured hereby.

(ii) Beneficiary shall, without regard to the adequacy of any security for the Indebtedness secured hereby, be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession of, protect and manage the property and operate the same and collect the rents, issues and profits therefrom.

(iii) Beneficiary may bring any action in any court of competent jurisdiction to foreclose this Deed of Trust or enforce any of the covenants hereof.

(iv) Beneficiary may elect to cause the property or any part thereof to be sold under the power of sale, and in such event, Beneficiary or Trustee shall give such notice of default and notice of sale as may be then required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, Trustee, at the time and place specified by the notice of sale, shall sell such property, or any part thereof specified by Beneficiary, at public auction to the highest bidder for cash in lawful money of the United States of America. Upon receipt of payment of the price bid, Trustee shall apply the proceeds in the following order: (i) to the cost and expenses of exercising the power of sale and of the sale, including but not limited to, trustee's fees of not more than \$500.00 plus one-half of one percent of the gross sale price, and reasonable attorney fees, (ii) to the indebtedness evidenced by the Notes, and (iii) the excess, if any, to the person or persons legally entitled thereto.

All costs and expenses incurred by Beneficiary in enforcing any right under this Deed of Trust, including without limitation, abstract or title fees, appraisal fees, premiums for title insurance, attorney fees and court costs, shall be and constitute Indebtedness secured hereby."

6. Except as set forth in this Amendment No. 1, Trustor hereby reaffirms the Deed of Trust and acknowledges that the Deed of Trust remains in full force and effect as written.

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IN WITNESS WHEREOF, this Amendment No. 1 to Deed of Trust has been duly executed the day and year first written above.

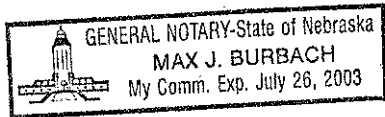
UPSTREAM BREWING COMPANY, L.L.C.,  
a Nebraska corporation

By:   
Brian K. Magee, Manager

STATE OF NEBRASKA     )  
  ) ss.

COUNTY OF DOUGLAS     )

This 20 day of May, 2002, before me, a notary public in and for said county, personally came Brian K. Magee, Manager of Upstream Brewing Company, L.L.C., a Nebraska limited liability company, known to me to be the identical person who signed the foregoing Amendment No. 1 to Deed of Trust and acknowledged the execution thereof to be the voluntary act and deed of the company.



  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 8, Block 165, Original City of Omaha, as surveyed and lithographed, Douglas  
County, Nebraska