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RECORDING REQUESTED BY:

HILL WYNNE TROOP & MEISINGER
10940 Wilshire Boulevard, Suite 800
Los Angeles, California 90024
Attention: Leigh B. Morris, Esq.

**AMENDMENT TO WRAPAROUND DEED OF TRUST
AND SECURITY AGREEMENT AND ASSIGNMENT
OF RENTS AND LEASES**

Location No. 1

THIS AMENDMENT TO WRAPAROUND DEED OF TRUST AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is made as of December 15, 1992, by and among AMERICAN NEBRASKA LIMITED PARTNERSHIP, an Illinois limited partnership ("Trustor") and ARKELL CHARITABLE TRUST, a charitable trust formed under the laws of California ("Beneficiary").

RECITALS

A. Trustor, as borrower, executed a certain Wraparound Note ("Note"), dated July 15, 1984, in favor of American ICL I, a Nebraska corporation ("Original Lender") in connection with the acquisition by Trustor of the real property described in Exhibit A (the "Property") attached hereto and incorporated herein by this reference.

B. Trustor has executed that certain Wraparound Deed of Trust and Security Agreement ("Wrap Deed of Trust"), dated as of July 15, 1984, recorded on October 19, 1984, in the Official Records of Lancaster County, Nebraska, as Instrument No. 84-25724, securing the Note and encumbering the Property described in Exhibit A.

C. Trustor has executed that certain Assignment of Rents and Leases ("Assignment"), dated July 15, 1984, recorded on October 19, 1984, in the Official Records of Lancaster County, Nebraska, as Instrument No. 84-25725, for the benefit of Original Lender, as further security for the Note.

D. Beneficiary has purchased all right, title and interest of Original Lender in and to the Note as new lender.

E. Pursuant to that certain First Amendment to Promissory Notes ("Wrap Notes"), dated December 15, 1992 (the "First Amendment"), by and between Trustor

and Beneficiary whereby Trustor and Beneficiary have agreed to amend the Note (the Note as amended by the First Amendment is referred to in this Amendment as the "Amended Note.")

NOW, THEREFORE, the parties hereto agree as hereinafter set forth.

1. The Wrap Deed of Trust is hereby amended to reflect that the Wrap Note has been amended pursuant to the terms of the First Amendment;

2. The Amended Note is secured by the Wrap Deed of Trust as amended hereby;

3. The Assignment of Rents and Leases is hereby amended to reflect that the Wrap Note has been amended pursuant to the terms of the First Amendment;

4. The Amended Note is further secured by the Assignment of Rents and Leases as amended hereby; and

5. This Amendment may be executed in any number of counterparts, all of which together shall constitute this Amendment hereof.

IN WITNESS WHEREOF, Trustor and Beneficiary have executed this Amendment as of the date first above written.

BENEFICIARY:

ARKELL CHARITABLE TRUST,
a charitable trust established
under the laws of California

By: _____

Joe Mogy Trustee

TRUSTOR:

AMERICAN NEBRASKA LIMITED
PARTNERSHIP, an Illinois limited
partnership

By: Heitman Equities Corporation, a
Delaware corporation, as general
partner

By: _____

Its: _____

and Beneficiary whereby Trustor and Beneficiary have agreed to amend the Note (the Note as amended by the First Amendment is referred to in this Amendment as the "Amended Note.")

NOW, THEREFORE, the parties hereto agree as hereinafter set forth.

- 3
1. The Wrap Deed of Trust is hereby amended to reflect that the Wrap Note has been amended pursuant to the terms of the First Amendment;
 2. The Amended Note is secured by the Wrap Deed of Trust as amended hereby;
 3. The Assignment of Rents and Leases is hereby amended to reflect that the Wrap Note has been amended pursuant to the terms of the First Amendment;
 4. The Amended Note is further secured by the Assignment of Rents and Leases as amended hereby; and
 5. This Amendment may be executed in any number of counterparts, all of which together shall constitute this Amendment hereof.

IN WITNESS WHEREOF, Trustor and Beneficiary have executed this Amendment as of the date first above written.

BENEFICIARY:

ARKELL CHARITABLE TRUST,
a charitable trust established
under the laws of California

By: _____
Joel Mogy, Trustee


TRUSTOR:

AMERICAN NEBRASKA LIMITED
PARTNERSHIP, an Illinois limited
partnership

By: Heitman Equities Corporation, a
Delaware corporation, as general
partner

By: [Signature]
Its: [Signature]

4

By: 
Theodore P. Netzky, as
General Partner

By: _____
Martin S. Appel, as
General Partner

STATE OF _____)
COUNTY OF _____) ss.

On this the _____ day of _____, 1992, before me, the undersigned Notary Public, personally appeared _____, the _____ of **Arkell Charitable Trust**, a charitable trust formed under the laws of California, and that he, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Trust by himself.

My commission expires:

Notary Public

5

By: _____
Theodore P. Netzky, as
General Partner

By: _____
Martin S. Appel, as
General Partner

STATE OF California
COUNTY OF Los Angeles } ss.

On this the 11 day of December, 1992, before me, the undersigned Notary Public, personally appeared JOEL MOG4, the TRUSTEE of Arkell Charitable Trust, a charitable trust formed under the laws of California, and that he, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Trust by himself.

Notary Public

My commission expires:
9-24-93



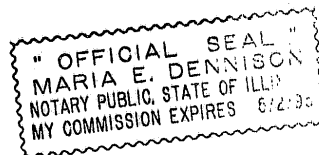
STATE OF Illinois)
COUNTY OF COOK) ss.

On this the 11th day of December, 1992, before me, the undersigned Notary Public, personally appeared ROGER E. SMITH, the VICE PRESIDENT of Heitman Equities Corporation, a Delaware corporation, as a General Partner of **American Nebraska Limited Partnership**, an Illinois limited partnership, and that he, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself.

Maria E. Dennison
Notary Public

My commission expires:

5-2-95



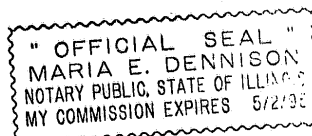
STATE OF Illinois)
COUNTY OF COOK) ss.

On this the 11th day of December, 1992, before me, the undersigned Notary Public, personally appeared Theodore P. Netzky, who acknowledged himself to be a General Partner of **American Nebraska Limited Partnership**, an Illinois limited partnership, and that he, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself.

Maria E. Dennison
Notary Public

My commission expires:

5-2-95



STATE OF Arizona)
COUNTY OF Maricopa) ss.

7 On this the 11th day of December, 1992, before me, the undersigned Notary Public, personally appeared Martin S. Appel, who acknowledged himself to be a General Partner of **American Nebraska Limited Partnership**, an Illinois limited partnership, and that he, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself.

Raymond W Moore
Notary Public

My commission expires:

May 23, 1995



Greycas, Inc., an Arizona corporation, hereby consents to the foregoing Amendment to Wraparound Deed of Trust and Security Agreement and Assignment of Rents and Leases.

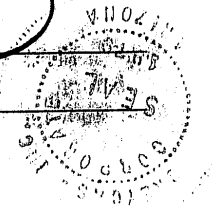
Dated: _____, 1992

GREYCAS, INC., an Arizona corporation

By: _____

Its: _____

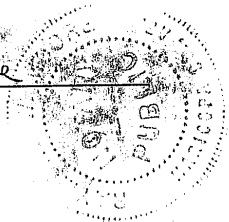
[Handwritten signature]
VP



STATE OF Arizona)
COUNTY OF Maricopa) ss.

On this the 12th day of December, 1992, before me, the undersigned Notary Public, personally appeared George E. Ertel, the Vice President of Greycas, Inc., an Arizona corporation, and that he, being authorized to so do, executed the foregoing instrument for the purposes therein contained.

[Handwritten signature: Raymond W. Moore]
Notary Public



My commission expires:

May 23, 1995

Exhibit "A"

Legal Description of Property

9 Tract I: The West 10 feet of Lot 4 and all of Lot 5 and Lot 6, Block 65, Original Lincoln, Lancaster County, Nebraska.

Tract II: Leasehold estate in and with regard to Lots 7, 8 and 9, Block 65, Original Lincoln, Lancaster County, Nebraska by virtue of that certain lease dated July 28, 1948 commencing January 1, 1949 for a time expiring December 31, 2048 filed February 21, 1950 in Book 442, Page 131 executed by St. Mary's Cathedral of Lincoln, Nebraska, Lessor, and Lincoln Development Company, Lessee; and leasehold estate in and with regard to Lot 10, Block 65, Original Lincoln, Lancaster County, Nebraska by virtue of that certain lease dated July 28, 1948 commencing, January 1, 1949 for a time expiring December 31, 2048 and filed December 10, 1949 in Book 438, Page 673 executed by St. Mary's Cathedral of Lincoln, Nebraska, Lessor, and the Lincoln Telephone and Telegraph Company, Lessee, assigned by Lessee to Lincoln Development Company by the Instrument filed February 21, 1950 in Book 442, Page 123; the entirety of such leasehold estate having been assigned by Lessee, Lincoln Development Company -to- State Federal Savings and Loan Association by the instrument dated June 16, 1980 and filed June 19, 1980 as Instrument Number 80-11152 as further assigned by Lessee to American Charter Federal Savings and Loan Association by the Instrument dated September 15, 1983 and filed September 16, 1983 as Instrument Number 83-19237 as further assigned by Lessee, American Charter Federal Savings and Loan Association to American UTF, Inc. by the Instrument dated and filed October 5, 1983 as Instrument Number 83-20995 as further assigned by Lessee, American UTF, Inc. to American ICL II, Inc. by assignment dated March 6, 1984, recorded March 27, 1984 as Instrument Number 84-6763; and further assigned by Lessee, American ICL II, Inc. to American Nebraska, Inc. by the Instrument dated October 15, 1984, recorded October 19, 1984 as Instrument Number 84-25723; Records of Lancaster County, Nebraska.

Property address: 206 South 13th Street, Lincoln, Lancaster County, Nebraska

JOINDER AND CONSENT OF AMERICAN NEBRASKA, INC.
TO AMENDMENT OF WRAPAROUND DEED OF TRUST AND SECURITY
AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

10 In consideration of the mutual covenants and obligations made and undertaken
by the parties in the Amendment to Wraparound Deed of Trust and Security Agreement
and Assignment of Rents and Leases, American Nebraska, Inc., a Nebraska corporation,
hereby agrees and consents to the terms and provisions contained therein.

AMERICAN NEBRASKA, INC., a
Nebraska corporation

By: [Signature]
Its: Vice President

STATE OF Illinois)
County of Cook) ss.

On this 14th day of December, 1992, before me, a
Notary Public, personally appeared Roger E. Smith, known to me
to be the Vice President of American Nebraska, Inc., a Nebraska
corporation, and having authority so to do, did acknowledge the foregoing instrument to be
the act and deed of said corporation and that the same was executed for the purposes
therein contained.

WITNESS my hand and seal.

BLOCK

CODE

CHECKED

ENTERED

EDITED

My commission expires:

X
Notary Public
LANCASTER COUNTY, NEB
Dan Heltz
REGISTER OF DEEDS

"OFFICIAL SEAL"
GRACE LEE SWANSON
Notary Public, State of Illinois
My Commission Expires April 12, 1995

Dec 16 3 31 PM '92

INST. NO. 92

56816

#53⁵⁰
PPP03576/121392/9:32pm

NT