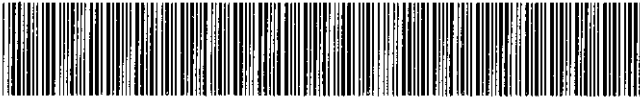




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LOAN MODIFICATION AGREEMENT

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
8/8/2006 11:59:30.61



2006090030

THIS LOAN MODIFICATION AGREEMENT ("Agreement") is made as of this 1 day of August, 2006, by and between GDR, L.L.C., a Nebraska limited liability company (hereinafter the "Borrower"), THE CITIZENS NATIONAL BANK OF WISNER, a national banking association (herein "Lender")

WHEREAS: Borrower is indebted to Lender upon that certain Promissory Note ("Note") dated June 28, 2005 in the original principal amount of One Million Four Hundred Forty Thousand and No/100ths Dollars (\$1,440,000.00). Borrower acknowledges that as of August 1, 2006, the unpaid principal sum of \$1,440,000.00 remains owing thereon, without offset or deduction, together with interest in the amount of \$8452.99.

WHEREAS, the obligations of Borrower to Lender under the Note are secured by a Deed of Trust, Security Agreement and Assignment of Rents ("Deed of Trust") from Borrower to Janice M. Woolley as Trustee for the benefit of Lender, dated June 28, 2005, recorded June 29, 2005 as Instrument Number 2005-075694 in the records of Douglas County, Nebraska, constituting a first mortgage lien upon the following described real estate:

Lot 2 and 3, Torrey Square, a Subdivision in Douglas County, Nebraska

(hereinafter the "Trust Property").

WHEREAS, the Note is further secured by an Assignment of Rents and Leases dated June 28, 2005, recorded June 29, 2005 as Instrument Number 2005-075695 in the records of Douglas County, Nebraska (the "Assignment of Rents");

WHEREAS, Borrower has requested Lender to make an additional advance to Borrower in the sum of Four Hundred Sixty Thousand and No/100ths Dollars (\$460,000.00), to which Lender has agreed;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. \$460,000.00 Advance. Borrower hereby acknowledges receipt of an additional loan advance from Lender of Four Hundred Sixty Thousand and No/100ths Dollars (\$460,000.00), contemporaneously with the execution of this Agreement, making the total principal amount of the loan evidenced by the Note and secured by the Deed of Trust One Million, Nine Hundred Thousand and 00/100ths Dollars (\$1,900,000.00).

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2. Modification of Promissory Note. The Note is hereby modified in the following particulars:

- (a) The principal balance of the Promissory Note shall be increased to One Million, Nine Hundred Thousand and No/100ths Dollars (\$1,900,000.00).
- (b) The interest rate upon the Note from August 1, 2006 through the Maturity Date shall be 8% per annum.
- (c) Paragraph 2(a) of the Note shall be deleted in its entirety and replaced with the following:

Interest only shall be paid on the first day of the month in which the first advancement of principal hereunder is made and on the first day of each month thereafter to and including September 1, 2006.

- (d) Paragraph 2(b) of the Note shall be deleted in its entirety and replaced with the following:

Consecutive monthly installment payments of principal and interest each in the amount of \$14,644.51, shall be paid on the first day of each month, commencing on September 1, 2006, and continuing to and including August 1, 2016

- (e) Paragraph 2(d) of the Note shall be deleted in its entirety.

3. Modification of Deed of Trust. The Deed of Trust is hereby modified in the following particulars:

- (d) Paragraph 1, as originally set forth on the first page of the Deed of Trust, is hereby deleted and the following provisions substituted therefore:

Payment of the principal sum of One Million, Nine Hundred Thousand and 00/100ths Dollars (\$1,900,000.00) evidenced by that Promissory Note dated June 28, 2005 (hereinafter referred to as the "Promissory Note") in the original principal amount of One Million, Four Hundred Forty Thousand and No/100ths Dollars (\$1,440,000.00) issued by Trustor, as modified pursuant to a written Modification Agreement dated as of August 1, 2006, and payable to the order of beneficiary, together with interest thereon, late charges and prepayment bonuses according to the terms of the Promissory Note and all renewals, extensions and modifications thereof.

4. Modification of Assignment of Rents. The Assignment of Rents is hereby modified to reflect the \$460,000.00 advance made hereunder and the corresponding increase in the principal balance to \$1,900,000.00.

5. Ratification of Promissory Note and Deed of Trust. Except as modified herein, all the terms, conditions and provisions of the Promissory Note and Deed of Trust are hereby ratified and confirmed.

6. Borrowers Representations. Borrower represents and covenants that the Deed of Trust as modified by this Agreement, is a valid first and existing lien on the above-described real estate; that the execution of this Agreement will not impair the lien of the Deed of Trust, that all of the above-described real estate shall remain in all respects subject to the lien of the Deed of Trust; that the Assignment of Rents as modified by this Agreement is a valid first and existing lien on the rents, issues and profits of the above-described real estate, that nothing contained herein and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of, or warranty of title in or the priority thereof, over other liens, charges, encumbrances or to release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Note, Deed of Trust and Assignment of Rents; and that nothing herein contained or done in pursuance hereof shall affect or be construed to affect any other security or instrument held by Lender as additional security for the payment of the Note, provided, in the event of any conflict between the terms of this Agreement and any security or instrument held by Lender as additional security the terms of this Agreement shall control and be given full force and effect.

7. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives and assigns.

8. Counterparts and Effect. This Agreement may be executed in one or more counterparts. This Agreement shall be binding upon the parties hereto and their respective successors, assigns, heirs, estates, and personal representatives.

9. Credit Agreement. A credit agreement must be in writing to be enforceable under Nebraska law. To protect you (Borrower) and us (Lender) from any misunderstandings or disappointments, any contract, promise, undertaking or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or the amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money for grant or extension of credit, must be in writing to be effective.

IN WITNESS WHEREOF, this instrument was executed as of the date first above set forth.

Dated as of August 1, 2006.

GDR, L.L.C., a Nebraska limited liability company

By: _____

Eugene J. Graves, Manager

THE CITIZENS NATIONAL BANK OF WISNER,
a national banking association

By: _____

Its: _____

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 1 day of Aug., 2006, by Eugene J. Graves, Manager of GDR, L.L.C., a Nebraska limited liability company, on behalf of said company.



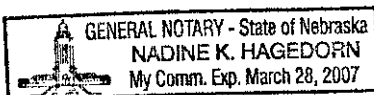
Debra J. Saxton
Notary Public

STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 3rd day of August, 2006, by Steven R. Ausdemore the President of The Citizens National Bank of Wisner, a national banking association, on behalf of said company.



Nadine K. Hagedorn
Notary Public