



MISC 2003143160

RICHARD N TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



JUL 29 2003 12:24 P 4

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**FIRST AMENDMENT TO DEED OF TRUST**

THIS FIRST AMENDMENT is made and entered into this 18th day of July 2003, by and between Tranquility Realty, L.L.C., 15611 Harrison Street, Omaha, Nebraska 68136 ("Trustor"), Great Western Bank, P.O. Box 4070, Omaha, Nebraska 68104-0070 (referred to herein either as "Lender" or Beneficiary") and Great Western Bank, 6015 Northwest Radial Highway, Omaha, Nebraska 68104-3492 ("Trustee").

WITNESSETH

WHEREAS, on or about July 25, 2002, Trustor executed and delivered to Beneficiary and Trustee a Deed of Trust (the "Deed of Trust") upon certain real property and improvements thereon legally described on the attached Exhibit "A," which is incorporated herein by this reference, (hereinafter the "Real Property"), which Deed of Trust was recorded in the office of the Register of Deeds of Douglas County, Nebraska, at Book 7307, Page 268-274 of Mortgage Records; and

WHEREAS, such Deed of Trust was given to secure, among other obligations, indebtedness of Trustee to Beneficiary under a certain promissory note, dated July 25, 2003, in the original principal sum of \$2,336,000.00, including all renewals, extensions, modifications, refinancing and substitutions for the note, (hereinafter the "Original Note");

WHEREAS, Trustor has requested that Beneficiary renew and extend the term of the Note, change certain other provisions thereof, and increase the principal amount of the Note to \$2,512,666.00 by execution of several note contemporaneously with the execution of this First Amendment (the "Extension Note"); and

WHEREAS, the parties wish to amend the Deed of Trust to change the definition of the "Note" referred to herein to include the Extension Note being executed and delivered by Trustor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Effective on the execution date hereof, the Deed of Trust is hereby amended to delete the definition of "Note" contained in the "DEFINITIONS" section of the Deed of Trust, and insert the following new definition in its place:

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21<sup>00</sup> 66-32931  
66-32944  
REC \_\_\_\_\_ C/O \_\_\_\_\_  
DEP \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

**"Note.** The word "Note" means the Note dated July 18th, 2003, in the principal amount of \$2,512,666.00 from Trustor to Lender, together with all renewals, extensions, modifications, refinancing and substitutions for the Note. NOTICE TO TRUSTOR:

The parties hereto agree that the Deed of Trust, as amended hereby, shall secure the Extension Note with the same priority of lien as it secured the Original Note.

2. Trustor hereby covenants, stipulates, agrees and acknowledges that the obligation of the Trustor to pay all amounts due under the Extension Note and perform all other obligations of Trustor thereunder and under the Deed of Trust, is hereby declared to be secured by the Deed of Trust, as amended hereby, in the same manner and to the same extent as if the Extension Note was made, executed and delivered on the date that the Deed of Trust was originally executed and delivered, and that nothing herein contained shall diminish or in any manner limit the right of the Beneficiary to make additional advances to the Trustor, or to further modify, renew, or extend the Extension Note.

3. Trustor hereby acknowledges, represents and confirms unto Beneficiary that (a) it does not now have and at no prior time had any defenses (including without limitation, the defense of usuary), claims, counterclaims, cross-actions or equities, or rights of rescission, set off, abatement, or diminution, with respect to the Original Note, the Extension Note, the Deed of Trust or any other loan documents executed in connection therewith; (b) the Deed of Trust, this First Amendment, the Extension Note and all other loan documents executed in connection therewith are valid, binding and free from any infirmity of any nature whatsoever, and are enforceable in accordance with their respective terms; and (c) the Deed of Trust, as amended hereby constitutes a valid first lien against the Mortgaged Property (as defined herein).

4. Except as specifically amended herein, the Deed of Trust shall remain in full force and effect as originally executed.

5. This First Amendment shall be binding on the successors and assigns of the parties hereto.



EXHIBIT "A"

LOT 11, RIDGEVIEW, AN ADDITION TO THE CITY OF OMAHA, AS  
SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

LOT 2, RIDGEVIEW REPLAT 4, AN ADMINISTRATIVE SUBDIVISION, BEING A  
REPLAT OF LOT 2, RIDGEVIEW REPLAT 2, AND LOT 10, RIDGEVIEW,  
PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY,  
NEBRASKA.