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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 8/9/2011 14:14:19.03



2011067215

**AMENDED
 DEED OF TRUST, CONSTRUCTION SECURITY AGREEMENT
 AND ASSIGNMENT OF RENTS**

This amendment is to the Deed of Trust, dated December 18, 1998, and filed and recorded with the Douglas County Register of Deeds on December 18, 1998, in Book 5549, Page 158, to modify the repayment terms of the loan as specified in the attached amended Schedule "A". Except for this amendment, the original Deed of Trust remains the same.

THIS CONSTRUCTION SECURITY AGREEMENT (HEREINAFTER MAY BE REFERRED TO AS SECURITY AGREEMENT) SECURES AN OBLIGATION, WHICH THE DEBTOR INCURRED FOR THE PURPOSES OF MAKING IMPROVEMENTS ON THE REAL PROPERTY DESCRIBED BELOW.

THIS AMENDED DEED OF TRUST, CONSTRUCTION SECURITY AGREEMENT AND ASSIGNMENT OF RENTS made this 5th day of July, 2011, between Hope of Glory Ministries, Inc. 3525 Evans Street, Omaha, Nebraska 68111 (hereinafter referred to as "Trustor"), Jackie Barfield, Attorney-at-Law, 6651 Sorenson Parkway, Omaha, NE 68152 (hereinafter referred to as "Trustee") and the City of Omaha, a Municipal Corporation, 1819 Farnam Street, Omaha, Nebraska 68183 (hereinafter referred to as "Beneficiary").

WITNESSETH:

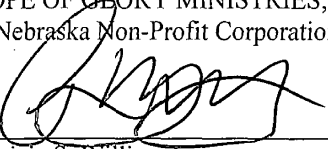
That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, the following described Real Estate situated in Douglas County, Nebraska:

Lot 19, except the West 8 ½ feet thereof, and Lots 20 and 21, in Laurel Park, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

City of Omaha Planning Dept.
 Attn: Kit Diesing
 1819 Farnam Street, Suite 1100
 Omaha, NE 68183

IN WITNESS WHEREOF, Trustor has executed this amendment to the Deed of Trust, Construction Security Agreement and Assignment of Rents on the date first above written.

HOPE OF GLORY MINISTRIES, INC.,
A Nebraska Non-Profit Corporation

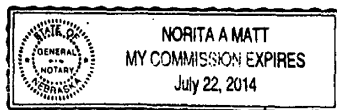

Patricia S. Williams
Secretary

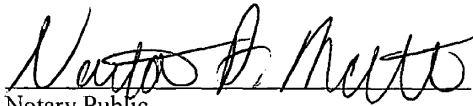
7-5-11
Date

STATE OF Nebraska)
) ss
COUNTY OF Douglas)

On this 5 day of July, 2011, before me, the undersigned, a Notary Public duly commissioned and qualified in and for said county, personally came Patricia S. Williams to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.




Notary Public

APPROVED AS TO FORM:

 5.19.11
ASSISTANT CITY ATTORNEY Date

"AMENDMENT"
SCHEDULE "A"
NON-RECOURSE REPAYABLE LOAN
PROMISSORY NOTE

This amendment is to the Repayable Loan Promissory Note, dated December 18, 1998, and filed as an Attachment to the Deed of Trust, Construction Security Agreement and Assignment of Rents recorded with the Douglas County Register of Deeds on December 18, 1998, in Book 5549 on Page 158, to 1) extend the period of deferral from fifteen (15) years to thirty (30) years; 2) change the start of the amortization period of the loan from January 1, 2015, to January 1, 2030; and 3) reduce the interest rate from 2% to 0%. Except for this amendment, the original Promissory Note remains the same.

THIS DEFERRED LOAN PROMISSORY NOTE (HEREINAFTER MAY BE REFERRED TO AS "NOTE") SECURES AN OBLIGATION, WHICH THE DEBTOR INCURRED FOR THE PURPOSES OF MAKING IMPROVEMENTS ON THE REAL PROPERTY LOCATED AT 4460-4468 REDMAN AVENUE

THIS AMENDED DEFERRED LOAN PROMISSORY NOTE is made this 5th day of July, 2011, between Hope of Glory Ministries, Inc. 3525 Evans Street, Omaha, Nebraska 68111 (hereinafter referred to as "Trustor"), and the City of Omaha, a Municipal Corporation, 1819 Farnam Street, Omaha, Nebraska 68183 (hereinafter referred to as "Beneficiary"):

WITNESSETH:

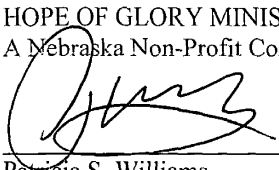
That the Beneficiary and the Trustor agree as follows:

1. The period of payment deferral of the repayable loan secured by the above-referenced Deed of Trust, Construction Security Agreement and Assignment of Rents Beneficiary's lien shall be extended from December 31, 2014, to December 31, 2029.
2. On January 1, 2030, the principal amount, Two Hundred Seventeen Thousand Eight Hundred Seventy-Five Dollars (\$217,875.00) shall begin amortizing at zero percent (0%) interest over a period of thirty (30) years in 360 equal monthly installments of Six Hundred Five and 21/100 Dollars (\$605.21).

With the exception of this amendment, the original Note remains the same.

IN WITNESS WHEREOF, this Amended Note has been duly executed by the undersigned, as of the day and year above set forth.

HOPE OF GLORY MINISTRIES, INC.,
A Nebraska Non-Profit Corporation

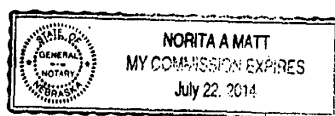

Patricia S. Williams
Secretary

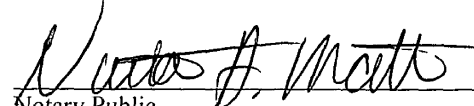
9-5-11
Date

STATE OF Nebraska)
) ss
COUNTY OF Douglas)

On this 5 day of July, 2011, before me, the undersigned, a Notary Public duly commissioned and qualified in and for said county, personally came Patricia S. Williams to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.




Notary Public

APPROVED AS TO FORM:


ASSISTANT CITY ATTORNEY 5-19-11
Date