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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.

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**SECOND AMENDMENT TO DEED OF TRUST  
AND ASSIGNMENT OF LEASES**

Location No. 1

THIS SECOND AMENDMENT TO DEED OF TRUST AND ASSIGNMENT OF LEASES (this "Amendment") is made as of December 15, 1992, by and among AMERICAN NEBRASKA LIMITED PARTNERSHIP, an Illinois limited partnership ("Trustor") and RALPH EDWARDS PRODUCTIONS, a California corporation ("Beneficiary").

**RECITALS**

A. American UTF, as borrower, executed that certain Note ("Note"), dated October 6, 1983, in favor of Greycas, Inc., an Arizona corporation ("Original Lender") in connection with the acquisition of the real property described in Exhibit A (the "Property") attached hereto and incorporated herein by this reference.

B. American UTF executed that certain Deed of Trust and Security Agreement ("Deed of Trust"), dated as of October 6, 1983, recorded October 5, 1983 as Instrument No. 83-20997, in Lancaster County, Nebraska, securing the Note and encumbering the Property.

C. American UTF has executed that certain Assignment of Leases ("Assignment"), dated October 6, 1983, recorded October 5, 1983 as Instrument No. 83-20998, in Lancaster County, Nebraska, for the benefit of Original Lender, as further security for the Note.

D. American UTF and Original Lender entered into the Amendment to Deed of Trust and Assignment of Leases, dated March 2, 1984, recorded March 27, 1984 as Instrument No. 84-6765, in Lancaster County, Nebraska.

E. Beneficiary has purchased all right, title and interest of Original Lender in and to the Note.

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F. Pursuant to that certain First Amendment to Promissory Note ("Greycas Note"), 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 Deed of Trust is hereby further amended to reflect that the Note has been amended pursuant to the terms of the First Amendment;
2. The Amended Note is secured by the Deed of Trust as amended hereby;
3. The Assignment of Leases is hereby amended to reflect that the Note has been amended pursuant to the terms of the First Amendment;
4. The Amended Note is further secured by the Assignment of 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:**

RALPH EDWARDS PRODUCTIONS,  
a California corporation

By: James B. Pollock

Its: Vice Pres

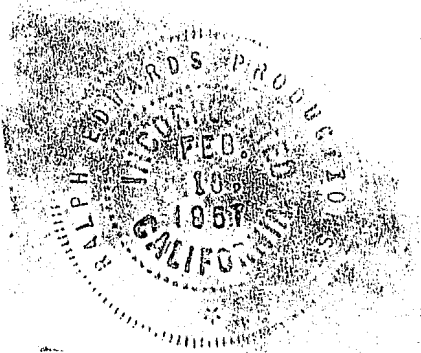
**TRUSTOR:**

AMERICAN NEBRASKA LIMITED  
PARTNERSHIP, an Illinois limited  
partnership

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

By: \_\_\_\_\_

Its: \_\_\_\_\_



F. Pursuant to that certain First Amendment to Promissory Note ("Greycas Note"), 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.")

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

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

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

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

4. The Amended Note is further secured by the Assignment of 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:**

RALPH EDWARDS PRODUCTIONS,  
a California corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**TRUSTOR:**

AMERICAN NEBRASKA LIMITED  
PARTNERSHIP, an Illinois limited  
partnership

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

By: [Signature]

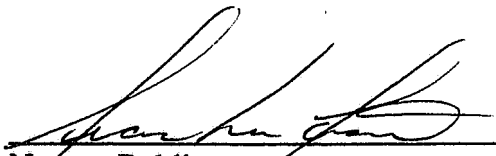
Its: [Signature]





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.

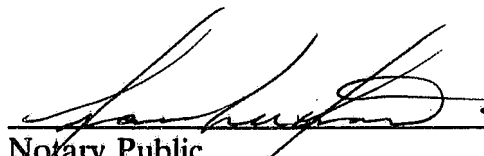
  
\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

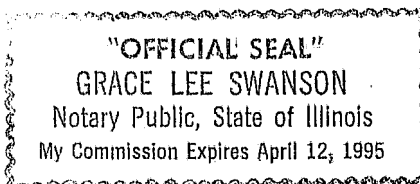


STATE OF Illinois )  
COUNTY OF Cook ) ss.

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.

  
\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_



STATE OF Arizona )  
COUNTY OF Maricopa ) ss.

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On this the 14th 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

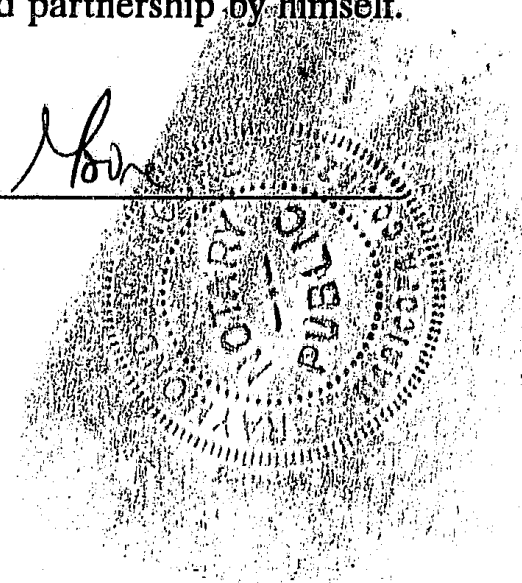






Exhibit "A"

Legal Description of Property

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

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**JOINDER AND CONSENT OF AMERICAN NEBRASKA, INC.  
TO SECOND AMENDMENT TO DEED OF TRUST AND ASSIGNMENT OF LEASES**

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

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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 L. 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.

[Signature]  
Notary Public  
LANCASTER COUNTY, NEB  
Dan Holte  
REGISTER OF DEEDS

My commission expires: X

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

Dec 16 3 28 PM '92  
INST. NO. 92 56813

PPP03576/121392/9:30pm  
#53<sup>50</sup>

BLOCK  
 CODE Lincoln  
 CHECKED  
 ENTERED  
 EDITED

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