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AMENDMENT TO DEED OF TRUST AND ASSIGNMENT OF LEASES

This Amendment is made this 2nd day of March, 1984 by and among American UTF, Inc., a Nebraska corporation ("UTF") and Greycas, Inc., an Arizona corporation ("Greycas").

WITNESSETH

WHEREAS, Trustor executed and delivered eighteen (18) certain Deeds of Trust and Security Agreements dated as of October 6, 1983 (the "Deeds of Trust") covering certain real property in Nebraska legally described on Exhibit A hereto, a Promissory Note dated October 6, 1983 (the "Note") and an Assignment of Leases dated as of October 6, 1983 (the "Assignment of Leases"); and

WHEREAS, UTF and Greycas have decided to amend and modify certain provisions of the Deed of Trust in order to more accurately reflect the intentions of the parties;

NOW, THEREFORE, for good and valuable consideration and the advance of funds to Trustor pursuant to the Note (as defined in the Deed of Trust), the parties hereto agree as follows:

1. Section 7 of each of the Deeds of Trust is hereby deleted in its entirety and the following substituted therefor:

Condemnation. Trustor shall give prompt notice to Beneficiary of any condemnation proceeding affecting the Trust Property as soon as it has notice. So long as the Association Lease for such Trust Property is in effect: (a) the net proceeds of any award in such condemnation proceeding or sale to the condemning authority under threat thereof (a "Taking") shall be paid in trust to the Proceeds Trustee and applied as set forth in the Association Lease for the Trust Property or (b) if the Association purchases the Trust Property pursuant to Section 8.2 of the Association Lease, then Trustor shall make partial prepayment as provided in the Note.

If such Association Lease is not then in effect for any reason other than as a result of such Taking, then immediately upon receiving compensation therefore, such compensation shall be paid to and held by Beneficiary and used to acquire other property acceptable to Beneficiary and Trustor which other property shall secure the obligations secured hereby; provided however, if the Taking deprives Trustor of the beneficial use of the Trust Property, as determined by Trustor, within sixty (60) days following the date Trustor acquires knowledge of the full extent of the Taking or the damages caused thereby, Trustor may elect to make payments required pursuant to the terms of the Note.

2. Greycas agrees not to exercise its option under the second paragraph of Section 3 of the Deeds of Trust to require impounds by reason of non-payment of such rates, rents, ground rents, taxes, assessments, premiums, charges or other impositions so long as all such rates, rents, ground rents, taxes, assessments, premiums, charges and other impositions are paid in full within thirty (30) days after the same become delinquent.

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Greycas agrees not to exercise its option under the second paragraph of Section 3 of the Deeds of Trust to require impounds by reason of non-payment of insurance premiums as required by the Trust Deed so long as such payments are made within ten (10) days prior to the cancellation date as specified in any notice of cancellation received by Greycas relating to such insurance.

3. Section 2 (a) of the Assignment of Leases shall be amended and restated as follows:

Assignor hereby designates Assignee to receive all payments of rent due under the Leases (collectively, "Rent") and all purchase prices and other sums payable to the lessor under the Leases. Provided that no default has occurred and is continuing hereunder, Assignee shall apply the rent payments to the current Installment due under the Note (and any past due Installments or other sums then due and payable to Lender by Assignor), shall remit the excess, if any, to Assignor at such place and in such manner as Assignor shall designate in writing and prior to such remittance shall hold such sums in trust for Assignor. Assignee shall apply the purchase prices as set forth in Section 4 of the Note.

Dated as of March 2, 1984.

AMERICAN UTF, INC.

By: [Signature]
Title Vice President

GREYCAS, INC.

By: [Signature]
Title _____

HERMAN ELLERSON
VICE PRESIDENT - LAW

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STATE OF ARIZONA)
) to wit:
COUNTY OF MARICOPA)

I hereby certify that on this 2nd day of March, 1984, before me personally appeared James Q. Nolan, to me known, who being by me duly sworn, did depose and say that he is the Vice President of AMERICAN UTF, INC., a Nebraska corporation, that said instrument was executed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was executed as the free act and deed of said corporation for the purposes set forth therein.

Victoria Snyder
Notary Public



My Commission Expires:

My Commission Expires Aug. 17, 1984

STATE OF ARIZONA)
) to wit:
COUNTY OF MARICOPA)

I hereby certify that on this 2nd day of March, 1984, before me personally appeared Irving Hymson, to me known, who being by me duly sworn, did depose and say that he is the Vice President-Law of GREYCAS, INC., an Arizona corporation, that said instrument was executed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was executed as the free act and deed of said corporation for the purposes set forth therein.

Victoria Snyder
Notary Public



My Commission Expires:

My Commission Expires Aug. 17, 1984

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EXHIBIT A

Fee simple in the West 10 feet of Lot 4 and all of Lot 5 and Lot 6, Block 65, Original Lincoln, Lancaster County, Nebraska; and

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 term 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 term 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.

~~Lots 36, 37 and 38, Block 1, Bishop Heights, Lincoln, Lancaster County, Nebraska and a portion of Lot 7, Block 5, Bishop Heights, Lincoln, Lancaster County, Nebraska described as beginning at the southeast corner of Lot 38, Block 1, Bishop Heights; thence east along the south line of said Lot 38, as extended east a distance of 150 feet; thence north along a straight line a distance of 331.54 feet to its intersection with the southeasterly line of Block 1, Bishop Heights at a point 217.65 feet southwesterly of the southwest corner of Lot 31, said Block 1; thence southwesterly along the southeasterly line of said Block 1 a distance of 197.05 feet more or less to the northeast corner of Lot 37, said Block 1; thence southerly along the east lines of Lots 37 and 38, said Block 1, a distance of 203.3 feet to the point of beginning, Lancaster County, Nebraska~~

~~South 186.5 feet of Lots 1 and 2 and the East 60 feet of the South 186.5 feet of Lot 3, Third Addition to Normal, Lincoln, Lancaster County, Nebraska~~

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Lot 4, Block 140, Original Omaha, Douglas County,
Nebraska

South 63 feet of Lot 4, Lot 5, subject to the rights
of the City of Omaha for street purposes in and to the
South 20 feet thereof, and Lot 8, all in Block 4,
West Dodge, an addition to the City of Omaha, Douglas
County, Nebraska

Lots 3, 4 and 5, Sunshine Farms, an addition to
Omaha, Douglas County, Nebraska

Lot 1, Huntington Park Replat II, Sarpy County, Nebraska,
together with a nonexclusive permanent easement for
purposes of ingress and egress over, through and across
property described as the North 30 feet of Lot 2,
Huntington Park Replat II, Sarpy County, Nebraska as
specifically set forth in the Easement Agreement dated
September 27, 1983 and filed in Book 56, Page 628,
Miscellaneous Records, Sarpy County, Nebraska

East 10 feet of Lot 11 and all of Lot 12, Block 36,
Original Town, Beatrice, Gage County, Nebraska

Lots 2, 3, 4, 5 and 6, Block 19, Phillips Third Addition
to the City of Columbus, Platte County, Nebraska,
except that portion deeded to the City of Columbus
described as follows: All that part thereof lying
North of a circular curved line, with a radius of 117
feet, beginning at a point on the South line of 23rd
Street of said City, 150 feet East and 33 feet South of
the intersection of the center lines of 23rd Street and
23rd Avenue of said City, thence running in a Southwesterly
direction on a circular curve to the left with a radius
of 117 feet to a point where this curved line intersects
the East line of said 23rd Avenue

Lots 1, 2, 3, 4 and 5, in Stone and Lyman's Subdivision of
Lots 20, 21, 22, 23 and 24, Block 14, Original Town, now
City of Hastings, AND Lots 18 and 19, Block 14, Original
Town, now City of Hastings, Adams County, Nebraska

East 85 feet of Lots 95 and 96, Original Town of
Kearney Junction, now City of Kearney, Buffalo
County, Nebraska

North 80 feet of the West 30 feet of Lot 4 and the
North 80 feet of Lots 5 and 6, Block 37, Original Town
of Plum Creek, now City of Lexington, Dawson County,
Nebraska

Lots 1, 2, 3, 4 and 5, Block 17, Original Town of
McCook, Red Willow County, Nebraska

South 1/2 of Lot 5, Block 143, Original Town
of North Platte, Lincoln County, Nebraska

Lots 7 and 8 and the West 17 2/3 feet of Lot 9,
Block 37, and the South 1/2 of the vacated alley
adjoining said Lots 7, 8 and 9 on the North,
Cloyd's Addition, Seward, Seward County, Nebraska

South 115 feet of Lot 19, Evergreen Addition to
the City of Valentine, Cherry County, Nebraska

West 70 feet of Lots 7, 8, 9 and 10, Block 14,
Original Town of Wymore, Gage County, Nebraska

Lots 6 and 7, and the South 5 feet 4 1/2 inches of Lot
8, Block 58, Original Town of York, York County, Nebraska

LANCASTER COUNTY, NEBR.

Don Jalo

REGISTER OF DEEDS

1984 MAR 27 AM 10:44

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 84- 6765

INDEXED
MICRO-FILED
GENERAL

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