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RICHARD N. TAMEGII
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DOUGLAS COUNTY, HE

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FIRST AMENDMENT TO MAINTENANCE AGREEMENT

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THIS FIRST AMENDMENT TO MAINTENACE AGREEMENT ("Amendment") is made and entered into on this day of AIRIL, 2000 by and between MVP PARTNERSHIP, a Nebraska general partnership ("MVP"), 11717, L.L.C., a Nebraska limited liability company ("11717") and WILLIAM R. JENSEN and MARY JENSEN, husband and wife ("Jensen").

WHEREAS, MVP is the owner of the real property situated in Omaha, Douglas County, Nebraska, legally described on Schedule "A" attached hereto and incorporated herein by reference ("MVP Property");

WHEREAS, 11717 is the owner of the real property situated in Omaha, Douglas County, Nebraska, legally described on Schedule "B" attached hereto and incorporated herein by reference ("11717 Property");

WHEREAS, Jensen is the owner of the real property situated in Omaha, Douglas County, Nebraska, legally described on Schedule "C" attached hereto and incorporated herein by reference ("Jensen Property");

WHEREAS, the MVP Property, the 11717 Property and the Jensen Property are subject to a Maintenance Agreement dated February 29, 1988 which was recorded in the Miscellaneous Records of Douglas County, Nebraska on January 9, 1989 in Book 874 at Page 121 ("Maintenance Agreement");

WHEREAS, the parties desire to amend the Maintenance Agreement upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties hereby amend the Maintenance Agreement as follows:

1. Exhibit "B" to the Maintenance Agreement labeled "Legal Description Goodyear Site 120th & Webster" is hereby deleted in its entirety and the Jensen Property (Schedule "C" hereto) is hereby substituted in replacement thereof.

- 2. The 11717 Property is hereby released from the terms of the Maintenance Agreement.
- 3. Exhibit "C" and Exhibit "C-2" are hereby deleted from the Maintenance Agreement without replacement therefor.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first written above.

"MVP"

MVP PARTNERSHIP, a Nebraska general partnership

David L. Underwood, Partner

Leo E. Dahlke, Partner

ROYCE ENTERPRISES INCORPORATED, a Nebraska corporation, Partner

By Lawrence R. James III President

"11717"

11717, L.L.C., a Nebraska limited liability company

By: Its Members

David L. Underwood, sole member

William R. Jensen  Mary Jensen
STATE OF NEBRASKA ) ) ss. COUNTY OF DOUGLAS )
Subscribed, sworn to and acknowledged before me this APRIC , 2000 by David L. Underwood, the Partner of MVP Partnership, a Nebraska general partnership.  A GENERAL NOTARY-State of Nebraska CARL J. TROIA, JR. My Comm. Exp. Sept. 28, 2000  Notary Public
My Commission Expires:
STATE OF NEBRASKA ) ) ss.  COUNTY OF DOUGLAS )  Subscribed, sworn to and acknowledged before me this 20 day of year of me this 2000 by Leo E. Dahlke, the Partner of MVP Partnership, a Nebraska general partnership.
GENERAL NOTARY-State of Nebraska BARBARA A. WARD Notary Public  Notary Public

"JENSEN"

GENERAL NOTARY-State of Nebraska
BARBARA A. WARD
My Comm. Exp. Oct. 31, 2001 My Commission Expires:

STATE OF NEBRASKA )
) ss. COUNTY OF DOUGLAS )
Subscribed, sworn to and acknowledged before me this Act day of April , 2000 by Lawrence R. James II, the President of Royce Enterprises Incorporated, a Nebraska corporation.
GENERAL NOTARY-State of Nebraska BARBARA A. WARD My Comm. Exp. Oct. 31, 2001  South Comm. Exp. Oct. 31, 2001  Notary Public
My Commission Expires:
STATE OF NEBRASKA ) ) ss.
COUNTY OF DOUGLAS )
Subscribed, sworn to and acknowledged before me this $\frac{26^{18}}{1717}$ day of 2000 by David L. Underwood, the sole member of 11717, L.L.C., a
Nebraska limited liability company.
GENERAL NOTARY-State of Nebraska CARL J. TROIA, JR. My Comm. Exp. Sept. 28, 2000  Notary Public

My Commission Expires:

STATE OF NEBRASKA )
) ss. COUNTY OF DOUGLAS )
Subscribed, sworn to and acknowledged before me this $26^{75}$ day of APRIL , 2000 by William R. Jensen.
GENERAL NOTARY-State of Nebraska CARL J. TROIA, JR. My Comm. Exp. Sept. 28, 2000  Notary Public
My Commission Expires:
STATE OF NEBRASKA )
) ss. COUNTY OF DOUGLAS )
Subscribed, sworn to and acknowledged before me this 26th day of APRIL , 2000 by Mary Jensen.
GENERAL NOTARY-State of Nebraska CARL J. TROIA, JR. My Comm. Exp. Sept. 28, 2000  Notary Public
My Commission Expires:

#### SCHEDULE "A"

Lots 1 and 2, in Miracle Village, an Addition to the City of Omaha, Douglas County, Nebraska, located in the Southwest Quarter of Section 17, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, EXCEPT that part of Lot 2 being described as follows: Beginning at the Southwest corner of Lot 2, Miracle Village; thence N 11°11'45" E, along the East R.O.W. of 120th Street, 137.00 feet; thence S 78°48'15" E, 210.79 feet to a point on the East line of said Lot 2, Miracle Village; thence S 28°13'59" W along said East line, 109.64 feet to the Southeast corner of said Lot 2; thence N 89°00'41" W along the North R.O.W. of Webster Street, 181.53 feet to the point of beginning.

### SCHEDULE "B"

Lots Three (3) and Four (4) MIRACLE VILLAGE, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

#### SCHEDULE "C"

That part of Lot 2, in MIRACLE VILLAGE, an Addition to the City of Omaha, Douglas County, Nebraska, located in the Southwest Quarter of Section 127, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the Southwest corner of Lot 2, Miracle Village; thence N 11°11'45" E, along the East R.O.W. of 120th Street, 137.00 feet; thence S 78°48'15" E, 210.79 feet to a point on the East line of said Lot 2, Miracle Village; thence S 28°13'59" W along said East line, 109.64 feet to the Southeast corner of said Lot 2; thence N 89°00'41" W along the North R.O.W. of Webster Street, 181.53 feet to the point of beginning.

## MORTGAGEE'S JOINDER, ACKNOWLEDGMENT AND CONSENT

FOR VALUE RECEIVED this <u>362</u> day of May, 2000, the undersigned INDIANAPOLIS LIFE INSURANCE COMPANY ("Beneficiary"), as the holder of the following deed of trust covering that Property which is described in Exhibit "A" to the Agreement ("Deed of Trust"):

Deed of Trust Assignment of Rents and Security Agreement and Fixture Filing dated February 24, 2000 given by MVP Partnership, a Nebraska general partnership in favor of Beneficiary and recorded in the Mortgage Records of Douglas County, Nebraska on February 25, 2000 in Book 5973 Page 413.

does hereby acknowledge and consent to the within and foregoing Agreement and does hereby agree that any foreclosure, deed in lieu of foreclosure, or any sale under any of the Deed of Trust will be made subject to the terms of the Agreement.

IN WITNESS WHEREOF, the undersigned have executed the Joinder, Acknowledgment and Consent to the Agreement as of the day and year first written above.

BENEFICIARY: INDIANAPOLIS LIFE INSURANCE COMPANY,

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STATE OF  $\underline{\underline{T}}$  ) ss. COUNTY OF  $\underline{\underline{Manon}}$  )

On this 3 day of May, 2000, before me, a Notary Public, duly commissioned, qualified and acting, within and for said county and said state, appeared in person the within named person, where the formula of the said state, appeared in person the within named person, to me personally well known, who stated that he is the within the said state, appeared in person the within named person, to me personally well known, who stated that he is the within the said state that he is the within the said state of the said state, appeared in person the within named person, to me personally well known, who stated that he is the within the said state that he is the within the said state of the said state, appeared in person the within named person, to me personally well known, who stated that he is the within the said state of t

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires:

# MORTGAGEE'S JOINDER, ACKNOWLEDGMENT AND CONSENT

FOR VALUE RECEIVED this <u>10</u> day of May, 2000, the undersigned Norwest Bank Nebraska, National Association ("Beneficiary"), as the holder of the following deed of trust covering that Property which is described in Exhibit "C" to the Agreement ("Deed of Trust"):

Deed of Trust dated August 12, 1988 given by William R. Jensen and Mary Jensen, husband and wife, in favor of Beneficiary and recorded August 15, 1988 in the Mortgage Records of Douglas County, Nebraska in Book 3265, Page 31

does hereby acknowledge and consent to the within and foregoing Agreement and does hereby agree that any foreclosure, deed in lieu of foreclosure, or any sale under any of the Deed of Trust will be made subject to the terms of the Agreement.

IN WITNESS WHEREOF, the undersigned have executed the Joinder, Acknowledgment and Consent to the Agreement as of the day and year first written above.

BENEFICIARY:

NORWEST BANK NEBRASKA, NATIONAL ASSOCIATION

By Lerally Lenzanki

Gerald J. Lenczowski, V.P.

Joyce E. (Indersen)

STATE OF	NEBRASKA	)
		) ss.
COUNTY O	F <u>DOUGLAS</u>	)

On this 10 day of May, 2000, before me, a Notary Public, duly commissioned, qualified and acting, within and for said county and said state, appeared in person the within named person, Gerald J. Lenczowski \_\_\_\_\_, to me personally well known, who stated that he is the \_\_\_\_\_\_\_\_ for the Beneficiary, Norwest Bank Nebraska, National Association and was duly authorized in this capacity to execute the foregoing instrument for and in the name and on behalf of said Beneficiary, and further stated and acknowledged that he has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.

GENERAL NOTARY-State of Nebraska
JOYCE E. ANDERSEN
My Comm. Exp. March 30, 2001

My commission expires: 3-30-0/