

AMENDMENT TO DEED OF TRUST
AND SECURITY AGREEMENT

This Amendment to Deed of Trust and Security Agreement ("Amendment") is made as of March 1, 1985 by the undersigned 37th Street Apartments Limited Partnership, a Nebraska limited partnership ("Trustor"), whose mailing address is 1345 South 75th Street, Omaha, Nebraska 68124, in order to amend that certain Deed of Trust and Security Agreement made as of December 1, 1984 (the "Original Deed of Trust") among Trustor, Omaha National Bank ("Trustee"), whose mailing address is 17th and Farnam Streets, Omaha, Nebraska 68102, and Omaha National Bank ("Beneficiary"), whose mailing address is 17th and Farnam Streets, Omaha, Nebraska 68102, and filed for record December 24, 1984, and recorded in Book 2752 at Page 241, Records of Douglas County, Nebraska and covering the following property:

The West 145 feet of Lot 2, in Block 10, West Omaha, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Section 23 of the Original Deed of Trust is hereby amended to read as follows:

23. SALE AND JUNIOR FINANCING.

(a) In the event the Trustor shall sell, convey, transfer, dispose of, alienate, hypothecate, lease (except in the ordinary course of business) or further encumber the Project, or any part thereof or any interest therein, in any manner or way, whether voluntarily or involuntarily, without the prior written consent of the Original Purchaser being first obtained, the Original Purchaser shall have the right at its option to declare any or all of the indebtedness under the Project Loan immediately due and payable.

(b) Notwithstanding the foregoing, during the term of the Project Loan, the Trustor may sell, convey or transfer the Project in its entirety without any prohibition or restriction, except that:

(1) the Trustor shall give the Original Purchaser written notice of the terms of such prospective sale, conveyance or transfer of the Project not less than thirty (30) days before the date on which such sale, conveyance or transfer is scheduled to close. The Original Purchaser shall have the right to reasonably approve or disapprove the prospective purchaser based upon its credit-worthiness and management experience;

(2) such sale, conveyance or transfer of the Project shall not be construed so as to relieve Guarantors of their obligations under the Guaranty Agreement; and

(3) such sale, conveyance or transfer of the Project shall be accomplished in a manner so as not to constitute a default under the Bonds.

(c) The due on sale provisions of this paragraph 23 shall not restrict the syndication of the Project.

All other terms and conditions of the Original Deed of Trust shall remain in full force and effect.

IN WITNESS WHEREOF, Trustor has executed this Amendment to the Original Deed of Trust as of the day and year first written above.

TRUSTOR:

37TH STREET APARTMENTS
LIMITED PARTNERSHIP

By Howard M. Kooper
Howard M. Kooper,
General Partner

By Thomas H. Fellman
Thomas H. Fellman,
General Partner

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
this 12th day of April, 1985 by Jack B. Wheeler
Vice President, on behalf of Omaha National
Bank, as Trustee.

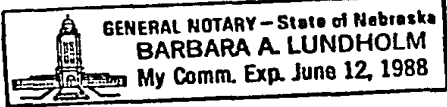


Barbara A. Lundholm
Notary Public

My commission expires:
6-12-88

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me
this 12th day of April, 1985 by Ronald B. Bolton
2nd Vice President, on behalf of Omaha National
Bank, as Beneficiary.



Barbara A. Lundholm
Notary Public

My commission expires:
6-12-88

CONSENT OF ORIGINAL PURCHASER

The undersigned, on behalf of Omaha National Bank ("Original Purchaser"), hereby consents to the Amendment to Deed of Trust and Security Agreement (the "Amendment") attached hereto as Exhibit A, which amends that certain Deed of Trust and Security Agreement made as of December 1, 1984 and filed for record December 24, 1984 in Book 2752 at Page 241, Records of Douglas County, Nebraska.

OMAHA NATIONAL BANK,
Original Purchaser

By B. Bolton 2UP

RECEIVED
1985 APR 18 PM 3:46
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

Book 736
Page 309
of Mrs. B

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Index 251
Comped 4
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2 Mrs