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07/31/2015 16:54:52.00



2015063936

Title of Document: Modification and Consolidation Agreement

Date of Document: July 31, 2015

Borrower: Elk Hills Apartments, LLC
3801 S. 181st Street
Omaha, NE 68130

Lender: Gershman Investment Corp.
7 North Bemiston Ave.
St. Louis, MO 63105

Legal Description: See Exhibit A

References: Instrument No. 2013061898, Instrument No. 2013061899, Instrument No.
2013061900, Instrument No. 9913716700-3

12-115337

MODIFICATION AND CONSOLIDATION AGREEMENT

THIS AGREEMENT, entered into as of the 31 day of July, 2015, by and between Elk Hills Apartments, LLC, a limited liability company organized and existing under the laws of Nebraska, having its principal place of business at 3801 S. 181st Street, Omaha, Nebraska 68130 ("Borrower"), and Gershman Investment Corp., an Arkansas corporation, having its principal place of business at 7 N. Bemiston, St. Louis, Missouri 63105 ("Lender"), and THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT ("HUD"), which designations shall include the respective successors and assigns and successors-in-interest of the parties hereto.

WITNESSETH:

WHEREAS, Borrower is the owner of certain real property located in Douglas County, Nebraska, as more particularly described in Exhibit A attached hereto, on which is constructed a certain multifamily apartment project known as Elk Hills Apartments, FHA Project No. 103-35160 (the "Project"); and

WHEREAS, Borrower previously executed a certain Deed of Trust Note (the "Note") dated June 1, 2013 in favor of Lender, in the principal amount of Eighteen Million Seventy Two Thousand Five Hundred and no/100 Dollars (\$18,072,500.00), as evidence of a loan (the "Loan") in that amount from Borrower to Lender. The note has been initially endorsed by HUD for mortgage insurance under Section 221(d)(4) of the National Housing Act, as amended, to the extent of advances made during the construction of the Project. The Note is secured by (i) a certain Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated June 1, 2013 and recorded in the Recorder of Deeds Office of Douglas County, Nebraska (the "Record Office") on June 18, 2013 in Instrument No. 2013061898 and (ii) certain UCC-1 Financing Statements (the "UCC-1 Financing Statement") given by Borrower in favor of Lender and HUD and filed or recorded, as applicable, (a) against the real property of the Project on June 10, 2013 with the Nebraska Secretary of State in Instrument No. 9913716700-3 and (b) against the real property of the Project on June 18, 2013 in the Record Office in Instrument No. 2013061900; and

WHEREAS, Borrower and HUD are parties to that certain Regulatory Agreement (the "Regulatory Agreement") dated June 1, 2013 and thereafter recorded on June 18, 2013 in the Recorder Office as Instrument No. 2013061899. The Regulatory Agreement is incorporated by reference into and made part of the Deed of Trust; and

WHEREAS, HUD has required as a condition of Final Endorsement that the insured principal balance of the Loan be increased by \$422,800.00 from \$18,072,500.00 to \$18,495,300.00; and

WHEREAS, THE LOAN INCREASE IS EVIDENCED BY A Supplemental Deed of Trust Note (the "Supplemental Note") dated July __, 2015 in favor of Lender, in the principal amount of Four Hundred Twenty Two Thousand Eight Hundred and no/100ths Dollars (\$422,800.00) to evidence a loan (the "Supplemental Loan") in that amount from Lender to Borrower, the Supplemental Note has been initially endorsed by HUD for mortgage insurance under Section 221(d)(4) of the National Housing Act, as amended. The Supplemental Note is secured by a certain Supplemental Multifamily Deed of Trust,

Assignment of Leases and Rents and Security Agreement (the "Supplemental Deed of Trust") dated July ___, 2015, which was executed by Borrower and delivered to Lender; and

WHEREAS, Borrower and Lender now desire to amend the Deed of Trust, the Note, the Regulatory Agreement and other Loan documents to conform to the increase of the insured principal balance of the Loan, and to consolidate the Supplemental Deed of Trust and the Deed of Trust and consolidate the Supplemental Note and the Note in certain other respects as hereinafter described;

NOW, THEREFORE, for and in consideration of the foregoing premises, the sum of Ten and no/100ths Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, and in further consideration of the agreements, covenants and stipulations hereinafter set forth, the parties for themselves and for their respective successors and assigns, do hereby agree and covenant as follows:

1. Recitals. The foregoing recitals are hereby incorporated herein by reference as if set forth fully herein. All capitalized terms not otherwise defined in this Agreement shall have the same meaning ascribed thereto in the Deed of Trust.
2. Recitals. Lender is the current holder of the Note and the Deed of Trust.
3. Loan Increase. The Original principal amount of the Loan is hereby increased by \$422,800.00 from \$18,072,500.00 to \$18,495,300.00 as a result of the HUD-approved increase at Final Endorsement.
4. Amendments to Regulatory Agreement and Other Loan Documents.
 - (a) The Regulatory Agreement and the other documents executed by Borrower in connection with the Loan (the "Loan Documents") are hereby amended by deleting (i) all references to the amount "\$18,072,500.00" and substituting in lieu thereof "\$18,495,300.00" and (ii) all references to "Eighteen Million Seventy Two Thousand Five Hundred and no/100 Dollars" and substituting in lieu thereof "Eighteen Million Four Hundred Ninety Five Three Hundred Dollars."
 - (b) The Note, Regulatory Agreement and other Loan documents are hereby amended so that (i) all reference to the "Note" or "note" contained in any of said documents shall be deemed to refer to the Note as modified by this Agreement, (ii) all references to the "Deed of Trust" or "deed of trust" contained in any of said documents shall be deemed to refer to the Deed of Trust, as modified by this Agreement, and (iii) all references to the "Regulatory Agreement" or "regulatory agreement" contained in any of said documents shall be deemed to refer to the Regulatory Agreement, as modified by this Agreement.
 - (c) The Note and the Supplemental Note are hereby consolidated into one instrument, and the total amount of the principal due the Lender under the Note and the Supplemental Note, as consolidated herein (the "Consolidated Indebtedness"), is the principal sum of Eighteen Million Four Hundred Ninety Five Thousand Three Hundred Dollars, with interest thereon at the rate of three and 57/100ths percent (3.57%) per annum on the unpaid balance until paid.

(d) The Deed of Trust and the Supplemental Deed of Trust shall henceforth be and forever remain a first lien upon the real property described herein, without priority of the one over the other, to secure the repayment of the Consolidated Indebtedness and interest represented by the Note and the Supplemental Note in accordance with the terms thereof.

(e) The Principal and interest under the Note and Supplemental Note, as consolidated herein, shall be due and payable in monthly installments as follows:

Interest only at the Interest Rate on such amount of principal as may be advanced from time to time, computed from the date of such advance, shall be payable monthly commencing on July 1, 2013, and on the first day of each month thereafter up to and including April 1, 2015. From the commencement of amortization on the Note on May 1, 2015 through the date hereof, Maker has paid \$51,170.78 in principal thereby reducing the unpaid principal balance to the present balance of \$18,444,129.22.

Commencing on August 1, 2015, consecutive monthly installments of principal and interest at the Interest Rate, each in the amount of Seventy two thousand four hundred thirty-two and 36/100 (\$72,432.36) shall be payable on the first day of each month until the entire unpaid principal balance has been paid. In any event, the entire balance of principal, if any remaining unpaid, plus accrued interest, shall be due and payable on April 1, 2055. The installments of principal and interest shall be applied first in interest at the applicable rate aforesaid upon the principal sum or so much thereof as shall from time to time remain unpaid, and the balance thereof shall be applied on account of principal.

5. Henceforth, the Deed of Trust and the Supplemental Deed of Trust, acting from the date hereof, shall always be taken and read together as one instrument, with all their terms, covenants, conditions and provisions, and the terms, covenants and provisions of the Deed of Trust Note and Supplemental Note to remain in full force and effect except as modified by the terms hereof; it being understood, however, that a default under either of the notes hereinabove mentioned, or any of them shall, at the option of Lender, accelerate the entire Consolidated Indebtedness secured by said Deed of Trust and the Supplemental Deed of Trust.
6. Nothing herein contained shall waive, compromise, impair or prejudice any right that Lender or HUD may have to seek judicial recourse for any breach by Borrower of the Regulatory Agreement that may have occurred prior to or may occur subsequent to the date of this Agreement. In the event that Lender or HUD initiates an action for breach of the Regulatory Agreement and recovers funds, either on behalf of Lender or HUD, or on behalf of the Project of Borrower, those funds may be applied, at the discretion of HUD, to payment of the delinquent amounts due under the Note and Deed of Trust, as amended hereby, or as a partial prepayment of the Loan.
7. Nothing herein contained shall in any way impair the Note or the Supplemental Note, as amended by this Agreement, or the security now held for the indebtedness evidenced by the Note or the Supplemental Note, as amended by this Agreement, or alter, waive, annul, vary or affect any provision, condition or covenant therein, nor affect or impair any

rights, powers or remedies under the Deed of Trust, except as herein specifically provided, it being the intent of Borrower and Lender that the terms and provisions of the Deed of Trust (including the Note, as amended, secured thereby) shall continue in full force and effect except as modified hereby.

8. The Note, the supplemental Note, the Deed of Trust, the Supplemental Deed of Trust the Regulatory Agreement and other Loan documents, as amended by this Agreement, may not be further modified except by an instrument in writing by each of the parties hereto.
9. This Agreement may be executed in any number of counterparts and all counterparts shall be constructed together and shall constitute by one agreement.

IN WITNESS WHEREOF, Borrower and Lender have caused this Agreement to be executed by their duly authorized representatives and to be effective on the day and year first hereinabove written.

BORROWER:

ELK HILLS APARTMENTS, LLC
A Nebraska limited liability company

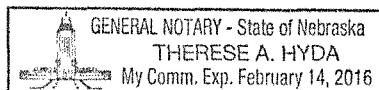
By: Donald L. Gardiner
Donald L. Gardiner, Manager

By: N. P. Dodge
Nathan P. Dodge, III, Manager

STATE OF Nebraska)
) ss:
COUNTY OF Douglas)

This instrument was acknowledged before me on July 29, 2015 by Donald L. Gardiner as Manager of Elk Hills Apartments, LLC, a Nebraska limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and state aforesaid, the day and year first above written.



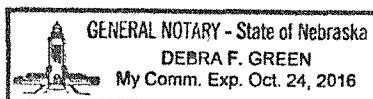
Therese A. Hyda
Notary Public

My Commission expires: February 14, 2016

STATE OF Nebraska)
) ss:
COUNTY OF Douglas)

This instrument was acknowledged before me on July 29, 2015 by Nathan P. Dodge, III as Manager of Elk Hills Apartments, LLC, a Nebraska limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and state aforesaid, the day and year first above written.



Debra F. Green
Notary Public

My Commission expires: October 24, 2016

Accepted and Approved:

SECRETARY OF HOUSING AND URBAN
DEVELOPMENT

By: Edward P. Manning
Authorized agent

STATE OF Kansas)
) ss:
COUNTY OF Wyandotte)

This instrument was acknowledged before me on July 30, 2015 by Edward P. Manning, as the Authorized Agent for the Secretary of Housing and Urban Development, acting by and through the Federal Housing Commissioner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and state aforesaid, the day and year first above written.

Krystle Hamilton
Notary Public

My Commission expires: 05/08/18



Exhibit A
Legal Description for:

Elk Hills Apartments, Project Number 103-35160
2012-2230 & 2011-2223 North Main Street, Omaha, NE 68022

LOTS 1 AND 2, ELK HILLS REPLAT 1, A SUBDIVISION AS SURVEYED, PLATTED AND
RECORDED IN DOUGLAS COUNTY, NEBRASKA.