



MISC 2006046259



APR 25 2006 12:01 P 2

WHEN RECORDED MAIL TO:

OMAHA STATE BANK
Main Bank
12100 West Center Road
Omaha, NE 68144

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
4/26/2006 12:01:20.98



2006046259

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated April 13, 2006, is made and executed between Elk Ridge Residential, LLC, whose address is 11506 Nicholas Street, Suite 200, Omaha, NE 68154 ("Trustor") and OMAHA STATE BANK, whose address is Main Bank, 12100 West Center Road, Omaha, NE 68144 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated March 22, 2005 (the "Deed of Trust") which has been recorded in Douglas County, State of Nebraska, as follows:

Recorded on March 23, 2005 in the Douglas County Register of Deeds Office as Instrument Number 2005032278.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Douglas County, State of Nebraska:

Lots 5 through and including Lot 21, Lots 30 through and including Lot 37, Lots 41 through and including Lot 89, Lots 91 through and including Lot 106, and Lots 125 through and including Lot 137, in Elk Ridge, a subdivision in Douglas County, Nebraska

AND

Lots 3 through and including Lot 7 and Lots 17 through and including Lot 22, Elk Ridge Replat 2, a subdivision in Douglas County, Nebraska

The Real Property or its address is commonly known as 113 Lots located at 192nd & Blondo, Omaha, NE.

MODIFICATION. Lender and Trustor hereby modify the Deed of Trust as follows:

Increase principal amount to \$5,740,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED APRIL 13, 2006.

TRUSTOR:

ELK RIDGE RESIDENTIAL, LLC

By: 
Patrick G. Day, Manager of Elk Ridge Residential, LLC

misc 66.00

OC-10993 PD

F 2/112

LENDER:

OMAHA STATE BANK

X 
Todd Clevenger, Vice President

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⑦ OK 02 6094*

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18338*

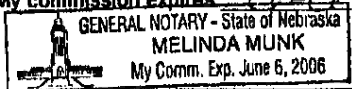
MODIFICATION OF DEED OF TRUST
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 20th day of April, 2006, before me, the undersigned Notary Public, personally appeared Patrick G. Day, Manager of Elk Ridge Residential, LLC, and known to me to be partner or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Melinda Munk
Notary Public in and for the State of Nebraska
Residing at Fremont, Nebraska
My commission expires 6-6-07

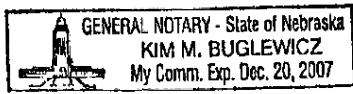


LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

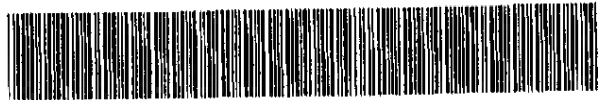
On this 20th day of April, 2006, before me, the undersigned Notary Public, personally appeared Stad Cleveland and known to me to be the real president authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Kim M. Buglewicz
Notary Public in and for the State of Nebraska
Residing at Omaha
My commission expires 12-20-07





CL/EN 2006046260



APR 26 2006 12:01 P 2

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OMAHA STATE BANK
Main Bank
12100 West Center Road
Omaha, NE 68144

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
4/26/2006 12:01:21.22
 2006046260

NOTICE OF COMMENCEMENT

To Whom It May Concern:

The undersigned hereby informs all concerned that improvements will be made to certain real property, and in accordance with Neb. Rev. Stat. 52-145, the following information is stated in this NOTICE OF COMMENCEMENT.

Description of Property:

Lots 6 through and including Lot 21, Lots 30 through and including Lot 37, Lots 41 through and including Lot 89, Lots 91 through and including Lot 106, and Lots 126 through and including Lot 137, in Elk Ridge, a subdivision in Douglas County, Nebraska
AND
Lots 3 through and including Lot 7 and Lots 17 through and including Lot 22, Elk Ridge Replat 2, a subdivision in Douglas County, Nebraska

The Real Property or its address is commonly known as 113 Lots located at 192nd & Blondo, Omaha, NE.

General Description of Improvements:

Construct Land Development

Elk Ridge Residential, LLC
Contracting Owner
11508 Nicholas Street, Suite 200, Omaha, NE 68154
Address
Fee Simple
Interest in the Real Estate

Fee Simple Title Holder (if other than contracting owner)
Address

NOTE:

If, after this Notice of Commencement is recorded, a lien is recorded as to an improvement covered by this Notice of Commencement, the lien has priority from the time this Notice of Commencement is recorded.

F $\frac{2}{112}$ CLK 66-00 OC-10993 PW

66-50
① ON 006094

18316
18338

NOTICE OF COMMENCEMENT
(Continued)

Duration of this Notice of Commencement: March 22, 2011

Executed this 13th Day of April, 2006

CONTRACTING OWNER:

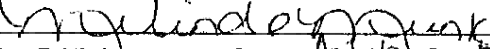
ELK RIDGE RESIDENTIAL, LLC

By: 
Patrick G. Day, Manager of Elk Ridge Residential, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 13th day of April, 2006, before me, the undersigned Notary Public, personally appeared Patrick G. Day, Manager of Elk Ridge Residential, LLC, and known to me to be partner or designated agent of the limited liability company that executed the Notice of Commencement and acknowledged the Notice to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Notice and in fact executed the Notice on behalf of the limited liability company.

By 
Notary Public in and for the State of Nebraska
Residing at Fremont, Nebraska
My commission expires 6-6-06

