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SECOND MODIFICATION AGREEMENT

GEORGE J. DUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

THIS AGREEMENT made this 14 day of November, 1994, by and between RIDGES LIMITED PARTNERSHIP, a Nebraska limited partnership and RIDGES CORPORATION, a Nebraska corporation (collectively "Borrower") and FIRST BANK, a Nebraska banking corporation ("Lender").

PRELIMINARY STATEMENT

On May 10, 1991, Borrower executed and delivered to Lender a Promissory Note in the principal amount of One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00) together with interest thereon as set forth in the Note, which Note provided for certain payments of principal and interest with a final maturity date of May 31, 1994. To secure the payment of the Note, the Borrower executed and delivered to Lender their Deed of Trust, Security Agreement and Assignment of Rents covering the property described on Exhibit "A" to said Deed of Trust and which Deed of Trust was recorded in the office of the Register of Deeds for Douglas County, Nebraska on May 10, 1991, in Book 3612 at Page 465 of the Mortgage Records. The Note and Deed of Trust were modified pursuant to that certain Modification Agreement dated April 5, 1994. The Note and Deed of Trust, as modified, are respectively referred to herein as the Note and Deed of Trust. As a result of partial releases from the Deed of Trust, the Deed of Trust now covers the property described on Exhibit "A" attached hereto.

As of November 3, 1994, the current unpaid principal balance of the Note is \$1,078,270.28. Borrower has requested that the Lender advance new and additional principal with respect to the Note totalling Five Hundred Thousand and no/100 Dollars (\$500,000.00) but in any event, the unpaid principal balance of the Note at any one time shall not exceed One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00). Further, the Borrower has requested Lender to extend the maturity date of the Note and Deed of Trust to July 1, 1996. The Lender agrees to Borrower's request subject to the terms, conditions and provisions herein set forth.

NOW, THEREFORE, in consideration of the foregoing preamble which is incorporated herein by this reference, and the mutual covenants of the parties hereto, it is hereby agreed as follows:

1. Borrower acknowledges and agrees that there is presently due to Lender pursuant to the Note and Deed of Trust, unpaid principal in the amount of \$1,078,270.28 plus interest thereon as set forth in the Note from November 3, 1994, without offset or defense.

2. Borrower agrees to reimburse Lender for all of its costs and expenses incurred in connection with this Modification Agreement, including attorney fees, costs of title searches for the

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above-described real estate, and for fees for recording this Agreement. It is understood and agreed by Borrower that this Modification Agreement shall be binding upon Lender only after it has received reimbursement for the above-described costs and expenses from Borrower.

3. The Note shall be amended by the addition of the following paragraph:

Lender agrees to disburse additional funds to Maker totalling an amount not to exceed Five Hundred Thousand and no/100 Dollars (\$500,000.00). In no event shall the new and additional disbursements create a maximum current aggregate outstanding and unpaid principal balance which shall exceed One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00). The new and additional disbursements to Maker shall be in increments of not less than One Hundred Thousand and no/100 Dollars (\$100,000.00) on such dates and times as mutually agreed between Maker and Lender. Interest shall accrue from the date funds are advanced at the rate set forth in this Note.

4. The Fifth paragraph, subpart (c) of the Note is hereby deleted and, in lieu thereof, the following subparagraph (c) is substituted:

(c) All amounts of principal and interest remaining unpaid shall be finally due and payable July 1, 1996.

5. Lender and Borrower agree that the above-described Deed of Trust is amended by changing the maturity date of the indebtedness referred to therein to July 1, 1996. Further, the aggregate principal indebtedness to be secured by the Deed of Trust shall be Three Million Seven Hundred Fifty Thousand and no/100 Dollars (\$3,750,000.00).

6. Lender and Borrower agree that wherever in the Deed of Trust there is a reference to a Note secured thereby the same shall be construed to refer to the above-described Note as amended and modified herein.

7. Borrower covenants and agrees that the above-described Deed of Trust, as modified, shall continue to be a first lien upon the real estate described in the Deed of Trust, nothing herein contained and done pursuant hereto shall affect or be construed to affect the first lien of said Deed of Trust or the priority thereof over other liens, charges or encumbrances.

8. Except as hereby modified, all the terms, conditions and provisions of the original Note and Deed of Trust and all other related loan documents shall continue in full force and effect.

9. This Agreement applies to and inures to the benefit of, and binds all parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement the day and year first above written.

RIDGES LIMITED PARTNERSHIP, a
Nebraska limited partnership

By: RIDGES CORPORATION, a
Nebraska corporation,
general partner

By *Timothy J. McKeenolds*

RIDGES CORPORATION, a Nebraska
corporation

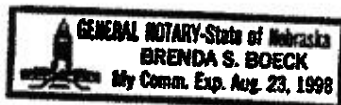
By *Timothy J. McKeenolds*

FIRST BANK, a Nebraska banking
corporation

By *James J. [Signature]*

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 14th
day of November, 1994, by Timothy J. McKeenolds, President of RIDGES
CORPORATION, general partner of RIDGES LIMITED PARTNERSHIP, a
Nebraska limited partnership, on behalf of the Partnership.

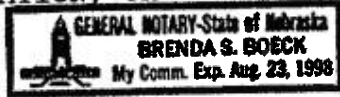


Brenda S. Boeck
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12th day of November, 1994, by Timothy J. Moreynolds, President of RIDGES CORPORATION, on behalf of the Corporation.

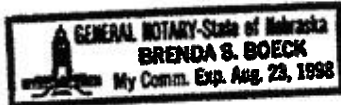


Brenda S. Boeck
Notary Public

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

The foregoing instrument was acknowledged before me this 12th day of November, 1994, by Thomas J. Zegers, Senior Vice President of FIRST BANK, a Nebraska banking corporation, on behalf of the corporation.



Brenda S. Boeck
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

ACKNOWLEDGMENT OF GUARANTORS

The undersigned, Guarantors of the Note and related loan documents identified in the Second Modification Agreement hereby agree: (i) to the terms and conditions set forth in the Second Modification Agreement; (ii) to the execution of the Second Modification Agreement by the respective parties thereto; (iii) that their respective Guaranty is applicable to the terms and conditions of the Second Modification Agreement and to the Note and related loan documents as modified; (iv) that their respective Guaranty shall remain in full force and effect pursuant to the terms and conditions thereof; and (v) that this Acknowledgment of Guarantors constitutes an integral part of the Second Modification Agreement and is given for adequate consideration.

This Acknowledgment of Guarantors may be executed in counterparts.

Timothy J. Moreynolds Duane Rennels
TIMOTHY J. MOREYNOLDS DUANE RENNELS

RIDGES CORPORATION

By Timothy J. Moreynolds Cheryl W. Rennels
CHERYL W. RENNELS

EXHIBIT "A"

The following is the property described in the Exhibit "A" attached to the Deed of Trust referenced in the Modification Agreement.

NW $\frac{1}{4}$ NW $\frac{1}{4}$	NW $\frac{1}{4}$ NE $\frac{1}{4}$	NW $\frac{1}{4}$ SW $\frac{1}{4}$	NW $\frac{1}{4}$ SE $\frac{1}{4}$
NE $\frac{1}{4}$ NW $\frac{1}{4}$	NE $\frac{1}{4}$ NE $\frac{1}{4}$	NE $\frac{1}{4}$ SW $\frac{1}{4}$	NE $\frac{1}{4}$ SE $\frac{1}{4}$
SW $\frac{1}{4}$ NW $\frac{1}{4}$	SW $\frac{1}{4}$ NE $\frac{1}{4}$	SW $\frac{1}{4}$ SW $\frac{1}{4}$	SW $\frac{1}{4}$ SE $\frac{1}{4}$
SE $\frac{1}{4}$ NW $\frac{1}{4}$	SE $\frac{1}{4}$ NE $\frac{1}{4}$	SE $\frac{1}{4}$ SW $\frac{1}{4}$	SE $\frac{1}{4}$ SE $\frac{1}{4}$

A TRACT OF LAND LOCATED IN ALL OF SECTION 29, TOWNSHIP 15 NORTH, RANGE 11, EAST OF THE 6TH P.M., EXCEPT FOR THAT PART TAKEN FOR U.S. HIGHWAY NO. 275 RIGHT-OF-WAY, ALL IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 29, THENCE S00 DEGREES 00'03"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 2519.38 FEET TO A POINT ON THE EXTENDED NORTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 275, THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 275 AND THE EXTENSIONS THEREOF, ON THE FOLLOWING DESCRIBED COURSES, THENCE N 78 DEGREES 19'44"W, A DISTANCE OF 527.95 FEET, THENCE S 79 DEGREES 43'21"W, A DISTANCE OF 377.99 FEET, THENCE S88 DEGREES 54'11"W, A DISTANCE OF 937.76 FEET, THENCE S 88 DEGREES 53'33"W, A DISTANCE OF 830.40 FEET, THENCE S88 DEGREES 59'14"W, A DISTANCE OF 2172.40 FEET, THENCE N 89 DEGREES 37'36"W, A DISTANCE OF 486.46 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 29, THENCE N 00 DEGREES 19'48"E ALONG SAID WEST LINE OF SECTION 29, A DISTANCE OF 2567.87 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 29, THENCE N 00 DEGREES 29'06"E ALONG SAID WEST LINE OF SECTION 29, A DISTANCE OF 2641.86 FEET TO THE NORTHWEST CORNER OF SAID SECTION 29, THENCE S 89 DEGREES 52'33"E ALONG THE NORTH LINE OF SAID SECTION 29, A DISTANCE OF 2639.51 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 29, THENCE S 89 DEGREES 52'21"E ALONG SAID NORTH LINE OF SECTION 29, A DISTANCE OF 2638.82 FEET TO THE NORTHEAST CORNER OF SAID SECTION 29, THENCE S 00 DEGREES 00'10"W, ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 2648.75 FEET TO THE POINT OF BEGINNING.

The above described property has been platted. The Borrower has previously requested partial releases from the Deed of Trust. The Deed of Trust now covers the property described on Page 2 of this Exhibit "A".