



EK 1500 PG 668-673



MISC 2003 08009

REGISTER OF DEEDS
DOUGLAS COUNTY, NE

03 MAR 14 PM 4:28

RECEIVED

After Recording R

U.S. Bank
OM-NE-T2CM
1700 Farnam St.
Omaha, NE 68102



**AMENDMENT TO DEED OF TRUST
(Nebraska)**

1735039511

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by the undersigned borrower, guarantor and/or other obligor (the "Trustor"), and U.S. BANK N.A. (the "Beneficiary") as of the date set forth below.

RECITALS

A. The Trustor (or the Trustor's predecessor in interest, if different from the undersigned Trustor) executed a Deed of Trust (the "Deed of Trust"), dated AUGUST 31, 2001. The "Land" (defined in the Deed of Trust) subject to the Deed of Trust is described as follows (or in Exhibit A hereto if the description does not appear below):

See attached Exhibit A

Misc
FEE 190.00 FB 01-60000
4-13-11
BKP 23-16-12-0 COMP
330 DEL SCAN *LR* FV

B. The Deed of Trust was recorded in the office of the County Register of Deeds for DOUGLAS County, Nebraska, on SEPTEMBER 4, 2001, in Book 6664, Page 363 (or Computer Reference No. _____).

C. The Trustor has requested that the Trustee and the Beneficiary permit certain modifications to the Deed of Trust as described below.

D. The Beneficiary has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Trustor and the Beneficiary agree as follows:

1. **Change in Note/Deed of Trust Amount.** If checked here, the phrase in the Deed of Trust "a note or notes dated _____ in the initial principal amount(s) of \$ _____" is hereby amended and replaced with the phrase "note(s) or amended note(s) dated N/A in the initial principal amount(s) of \$ N/A".

2. THIS AMENDMENT TO DEED OF TRUST SECURES, WITHOUT LIMITATION, EXISTING DEBTS OR OBLIGATIONS CREATED SIMULTANEOUSLY WITH THE EXECUTION OF THIS AMENDMENT TO DEED OF TRUST AND ANY FUTURE ADVANCES TO BE MADE AT THE OPTION OF THE PARTIES. The total principal amount, exclusive of interest, of the Obligations, including any future debts, advances, liabilities or obligations, not including, however, any sums advanced for the protection of the Property or the Trustor's interest therein, shall not exceed the sum of \$ 10,000,000.00; PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL OR FUTURE LOANS OR ADVANCES IN ANY AMOUNT.

(Handwritten mark)

3. **Maturity of Deed of Trust.** Any reference in the Deed of Trust to a maturity date of the Deed of Trust is hereby deleted, it being the intent of the parties hereto that the Deed of Trust have no stated maturity date. This does not affect maturity of the Obligations under the Loan Documents.

4. **Additional Terms.**

The real estate described in Exhibit "A" is being taken as additional collateral

5. **Fees and Expenses.** The Trustor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

6. **Effectiveness of Prior Document.** Except as provided in this Amendment, all terms and conditions contained in the Deed of Trust remain in full force and effect in accordance with their terms, including any reference in the Deed of Trust to future credit secured by the Deed of Trust; and nothing herein will affect the priority of the Deed of Trust. All warranties and representations contained in the Deed of Trust are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

7. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by the Beneficiary of existing defaults by the Trustor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of this Amendment.

8. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

9. **Authorization.** The Trustor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced to herein are within the organizational powers (as applicable) of the Trustor and have been duly authorized by all necessary organizational action.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the undersigned has/have executed this AMENDMENT as of MARCH 4, 2003

CELEBRITY HOMES, INC.

(Individual Trustor)

Trustor Name (Organization)

a NEBRASKA Corporation

By

Name and Title GALE L LARSEN, PRESIDENT

Printed Name N/A

(Individual Trustor)

By

Name and Title

Printed Name N/A

U.S. BANK N.A.
Beneficiary (Bank)

By:

Name and Title: CHRIS ERICKSON
ASSISTANT VICE PRESIDENT

[NOTARIZATION ON NEXT PAGE]

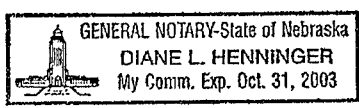
TRUSTOR NOTARIZATION

STATE OF Nebraska }
COUNTY OF Douglas } ss.

This instrument was acknowledged before me on 3-4-03, by GALE L LARSEN
(Date) (Name(s) of person(s))

PRESIDENT
(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual" or "a single individual")
of CELEBRITY HOMES, INC.
(Name of entity on whose behalf the document was executed; use N/A if individual)
a NEBRASKA Corporation
(State of Organization, Type of Organization)
Corporation
(Type of Organization), on behalf of the

(Notarial Seal)



Diane L. Henninger
Printed Name: Diane L. Henninger
Notary Public, State of: Nebraska
My commission expires: OCT. 31, 2003

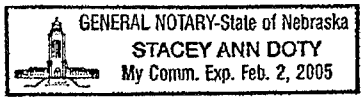
BENEFICIARY (BANK) NOTARIZATION

STATE OF Nebraska }
COUNTY OF Douglas } ss.

This instrument was acknowledged before me on March 5, 03, by CHRIS ERICKSON
(Date) (Name(s) of person(s))

ASSISTANT VICE PRESIDENT
(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual" or "a single individual")
of U.S. BANK N.A.
(Name of entity on whose behalf the document was executed; use N/A if individual)
on behalf of the National Association.

(Notarial Seal)



Stacey Ann Doty
Printed Name: Stacey Ann Doty
Notary Public, State of: Nebraska
My commission expires: 2-2-05

This instrument was drafted by CHRIS ERICKSON
(name)
on behalf of

After recording return to U.S. BANK N.A.
(name)

After Recording Return To: US Bank NA
OM-NE-T2CM, 1700 Farnam St., Omaha, NE 68102
(address)

EXHIBIT "A" TO DEED OF TRUST
(Legal Description)

Grantor/Trustor: Celebrity Homes, Inc.

Trustee: U.S. Bank N.A.

Beneficiary: U.S. Bank N.A.

Legal Description:

Lots 269-276, 280, 281, 293-330, 336 & 338-522 Westin Hills West AND

Lots 1, 3-6, 8-10, 68, 69, 78-82, 84, 86-97, 102, 105-118, 121, 123-126, 137-149, 153-165, 167, 168 & 173-190 Lake Cunningham Ridge, all subdivisions in Douglas County, Nebraska, AND

The North 1/2 of the Southeast 1/4 of Section 4, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, EXCEPT that part platted into Lots 1-202, in Quail Run; AND EXCEPT that part described as follows: Commencing at The Northwest corner of said SE 1/4 of Section 4; thence N 89°52'08" E (assumed bearing) along the North line of said SE 1/4 of Section 4, said line also being the South line of the NE 1/4 of said Section 4, a distance of 927.29 feet to the point of beginning; thence continuing N 89°52'08" E along said North line of the SE 1/4 of Section 4, said line also being said South line of the NE 1/4 of Section 4, a distance of 228.85 feet; thence S 38°00'01" W, a distance of 166.09 feet; thence Southwesterly On a curve to the right with a radius of 350.00 feet, a distance of 21.04 feet, said curve having a long chord which bears S 39°43'20" W, a distance of 21.04, said curve having a long chord which bears S 39°42'20" W, a distance of 21.04 feet; thence N. 48°33'20" W, a distance of 176.11 feet; thence N 32°11'07" E, a distance of 35.41 feet to the point of beginning, AND

MC-43447

OU-21498

01-60000

01-60000
CMA

* township 10 N Range 12 E ①

A tract of land

Beginning at the Northwest corner of said SE 1/4 of Section 23, said point also being the Northeast corner of said Lot 129, Lake Cunningham Ridge (Lots 94 thru 191, inclusive); thence N89°51'39"E (assumed bearing) along the North line of said SE 1/4 of Section 23, a distance of 1310.30 feet to the Northeast corner of said NW 1/4 of the SW 1/4 of Section 23; thence S00°13'31"E along the East line of said NW 1/4 of the SE 1/4 of Section 23, a distance of 750.60 feet to the point of intersection of said East line of the NW 1/4 of the SE 1/4 of Section 23 and the Northerly right-of-way line of Lake Cunningham Road; thence along said Northerly right-of-way line of Lake Cunningham Road on the following described courses; thence Southwesterly on a curve to the right with a radius of 2181.83 feet, a distance of 730.87 feet, said curve having a long chord which bears S61°31'07"W, a distance of 727.46 feet; thence S67°07'37"W, a distance of 574.20 feet to a point on the South line of said NW 1/4 of the SE 1/4 of Section 23; thence S89°55'37"W along said South line of the NW 1/4 of the SE 1/4 of Section 23, a distance of 141.32 feet to a point on the West line of said SE 1/4 of Section 23, said point also being the Southeast corner of Lot 84, Lake Cunningham Ridge (Lots 1 thru 93, inclusive, and Outlots "A" and "B"), a subdivision located in said SW 1/4 of Section 23, said point also being the Northeast corner of said Outlot "B", Lake Cunningham Ridge (Lots 1 thru 93, inclusive, and Outlots "A" and "B"); thence N00°09'14"W along said West line of the SE 1/4 of Section 23, said line also being the East line of said Lake Cunningham Ridge (Lots 1 thru 93, inclusive, and Outlots "A" and "B"), and also the East line of said Lake Cunningham Ridge (Lots 94 thru 191, inclusive), a distance of 837.68 feet to the Southeast corner of said Lot 172, Lake Cunningham Ridge (Lots 94 thru 191, inclusive), said point also being the point of intersection of said West line of the SE 1/4 of Section 23 and the North right-of-way line of Morris Street; thence S89°46'35"W along said North right-of-way line of Morris Street, said line also being the South line of said Lots 169 thru 172, inclusive, Lake Cunningham Ridge (Lots 94 thru 191, inclusive), a distance of 242.66 feet to the Southwest corner of said Lot 169, Lake Cunningham Ridge (Lots 94 thru 191, inclusive), said point also being the Southeast corner of Lot 168, said Lake Cunningham Ridge (Lots 94 thru 191, inclusive); thence N00°13'25"W along the West line of said Lot 169, Lake Cunningham Ridge (Lots 94 thru 191, inclusive), said line also being the East line of Lot 167, said Lake Cunningham Ridge (Lots 94 thru 191, inclusive), and also the East line of said Lot 168, Lake Cunningham Ridge (Lots 94 thru 191, inclusive), a distance of 120.00 feet to the Southeast corner of said Lot 166, Lake Cunningham Ridge (Lots 94 thru 191, inclusive), said point also being the Northeast corner of said Lot 167, Lake Cunningham Ridge (Lots 94 thru 191, inclusive); thence S89°46'35"W along the South line of said Lot 166, Lake Cunningham Ridge (Lots 94 thru 191, inclusive), said line also being the North line of said Lot 167, Lake Cunningham Ridge (Lots 94 thru 191, inclusive) a distance of 114.00 feet to the Southwest corner of said Lot 166, Lake Cunningham Ridge (Lots 94 thru 191, inclusive), said point also being the Northwest corner of said Lot 167, Lake Cunningham Ridge (Lots 94 thru 191, inclusive), said point also being on the East right-of-way line of 79th Street; thence N00°13'25"W along said East right-of-way line of 79th Street, said line also being the West line of said Lots 166 and 136, Lake Cunningham Ridge (Lots 94 thru 191, inclusive), and the Northerly extension thereof, a distance of 225.00 feet to the point of intersection of said East right-of-way line of 79th Street and the North right-of-way line of said Howell Circle, said point also being the Southwest corner of Lot 125, said Lake Cunningham Ridge (Lots 94 thru 191, inclusive); thence N89°46'35"E along said North right-of-way line of Howell Circle, said line also being the South line of said Lot 125, Lake Cunningham Ridge (Lots 94 thru 191, inclusive), and also the South line of Lot 126, said Lake Cunningham Ridge (Lots 94 thru 191, inclusive), a distance of 114.00 feet to the Southwest corner of said Lot 127, Lake Cunningham Ridge (Lots 94 thru 191, inclusive), said point also being the Southeast corner of said Lot 126, Lake Cunningham Ridge (Lots 94 thru 191, inclusive); thence N00°13'25"W along the West line of said Lot 127, Lake Cunningham Ridge (Lots 94 thru 191, inclusive), said line also being the East line of said Lot 126, Lake Cunningham Ridge (Lots 94 thru 191, inclusive), a distance of 135.35 feet to the Northwest corner of said Lot 127, Lake Cunningham Ridge (Lots 94 thru 191, inclusive), said point also being the Northeast corner of said Lot 128, Lake Cunningham Ridge (Lots 94 thru 191, inclusive), said point also being on the North line of said SW 1/4 of Section 23; thence N89°51'29"E along said North line of the SW 1/4 of Section 23, said line also being the North line of said Lots 127 thru 129, inclusive, Lake Cunningham Ridge (Lots 94 thru 191, inclusive), a distance of 243.24 feet to the point of beginning.