

6.287/3H Record against the following property: Lots 1, 3, 4 and 5, in Maple 108 Shopping Center, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

16
3108 PAGE 655

AMENDMENT TO LOAN DOCUMENTS

THIS AMENDMENT TO LOAN DOCUMENTS executed this 4th day of June, 1987, by and between MAPLE 108 ASSOCIATES, LIMITED PARTNERSHIP, a limited partnership organized and existing under the laws of the State of Florida and registered in the State of Nebraska, formerly known as CROSSTAIL CENTER, LTD., whose mailing address is c/o Noddle Development Company, 900 South 74th Plaza, Omaha, Nebraska 68114 ("Borrower") and FIRST NATIONAL BANK OF OMAHA, a national banking association, whose mailing address is One First National Center, Omaha, Nebraska 68102 ("Lender").

RECITALS:

WHEREAS, under date of August 1, 1983, Kroh Brothers Development Company, a Missouri corporation ("Kroh"), secured a loan in the original principal sum of \$2,000,000.00 from Charter American Mortgage Company, a Missouri corporation ("CAMC"), as evidenced by the August 1, 1983 \$2,000,000.00 Note of Kroh to CAMC (the "Kroh \$2,000,000.00 Note"); and

WHEREAS, Borrower acknowledges that the Kroh \$2,000,000.00 Note is secured by:

(a) Mortgage Agreement (the "Mortgage") dated August 2, 1983, and recorded August 2, 1983, in Mortgage Record Book 2593 at Page 177 in the Office of the Register of Deeds of Douglas County, Nebraska, in which Kroh is Mortgagor and CAMC is Mortgagee, covering the following described real estate:

Lots 1, 3 and 4, Maple 108 Shopping Center, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska (the "Original Parcel");

(b) Assignment of Lessor's Interest in Lease (the "Assignment") dated August 2, 1983, recorded August 3, 1983 in Miscellaneous Record Book 694 at Page 158 in the Office of the Register of Deeds of Douglas County, Nebraska, in which Kroh is Assignor and CAMC is Assignee, covering the Original Parcel; and

(c) Security Agreement (the "Security Agreement") dated August 1, 1983, in which Kroh is Debtor and CAMC is Secured Party, covering the personal property therein described (the "Personal Property"), perfected by Uniform Commercial Code Financing Statement filed August 2, 1983, as Instrument No. 6848 in the Office of the Register of Deeds of Douglas County, Nebraska and Uniform Commercial Code Financing Statement filed August 4, 1983, as Instrument No. 60625 in the Office of the Secretary of State of the State of Nebraska (the "UCC Financing Statements"); and

WHEREAS, by Assignment of Mortgage and Security Documents acknowledged July 29, 1983, CAMC granted, sold, assigned, transferred, set over and conveyed the Kroh \$2,000,000.00 Note and the documents

RECEIVED

JUN 11 - 6 11 30 87

OFFICE OF THE REGISTER OF DEEDS
DOUGLAS COUNTY, NEBRASKA

OF COMP F/B

MC

DEL

F/B

COMP

OF

MC

DEL

F/B

COMP

OF

MC

DEL

F/B

COMP

OF

securing the same (the "Security Documents"), namely, the Mortgage, the Assignment, the Security Agreement and the UCC Financing Statements, to National Fidelity Life Insurance Company, a Missouri corporation; and

WHEREAS, It is anticipated that National Fidelity Life Insurance Company will further grant, sell, assign, transfer, set over and convey the Kroh \$2,000,000.00 Note and the Security Documents to Lender; and

WHEREAS, Borrower is the present owner of the Original Parcel, together with:

Lot 5, Maple 108 Shopping Center, an Addition to the City of Omaha, Douglas County, Nebraska,

and the Personal Property, but subject to the Kroh \$2,000,000.00 Note and secured by the liens and security interests created and perfected by the other Security Documents; and

WHEREAS, Borrower and Lender have agreed to modify and amend the terms and conditions contained in the Kroh \$2,000,000.00 Note and the Security Documents, all as more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that upon:

(a) Assignment of the Kroh \$2,000,000.00 Note and the Security Documents to Lender, as evidenced by the recording of assignments of the Mortgage Agreement and Assignment of Lessor's Interest in Lease to Lender;

(b) The additional advance of \$75,000.00 by Lender to Borrower, as evidenced by the recording of Borrower's Acknowledgment of Additional Advance dated of even date herewith; and

(c) The recording of an Assignment of Rents and Leases to be given by Borrower, as Assignor, to Lender, as Assignee,

the following modifications shall be deemed to have been made and in full force and effect with respect to each of the instruments more particularly described below:

1. Present Balance.

Borrower acknowledges that the principal sum outstanding on the Kroh \$2,000,000.00 Note is the entire principal sum of \$2,000,000.00, together with interest thereon in the sum of \$ none at the rate of 9.625% per annum from the date hereof, without deduction or setoff.

2. Kroh \$2,000,000.00 Note.

Borrower acknowledges receipt from Lender on the date hereof of an additional principal advance in the amount of \$75,000.00 from

Lender. In addition thereto, Borrower and Lender have modified the provisions of the Kroh \$2,000,000.00 Note, all as more particularly set forth in the \$2,075,000.00 Promissory Note of even date herewith, executed and delivered by Borrower, as maker, to Lender, as payee (the "\$2,075,000.00 Note"). The \$2,075,000.00 Note evidences not only the \$2,000,000.00 advanced under the Kroh \$2,000,000.00 Note by CAMC, and assigned to Fidelity National Life Insurance Company but, in addition, the \$75,000.00 advanced by Lender to Borrower under even date herewith. Borrower further acknowledges return to it of the Kroh \$2,000,000.00 Note.

3. Mortgage.

The Mortgage is hereby amended in the following respects, and each of them:

(a) The first full paragraph on Page 1 is hereby deleted and the following paragraph substituted therefore:

WITNESSETH:

That for good and valuable consideration, and to secure the payment of a Promissory Note dated June _____, 1987, in the principal amount of \$2,075,000.00, together with any renewals, extensions or amendments thereto (hereinafter called the "Note"), together with interest thereon, at the fluctuating rate therein provided, and to secure all other indebtedness by Mortgagor to Mortgagee, now or hereafter arising under the terms hereof or in any other instrument constituting additional security for the Note, and all other sums of money secured hereby as hereinafter provided, the Mortgagor does hereby grant, bargain, sell, remise, release and convey unto the Mortgagee, its successors and assigns, the following described real estate (the "Premises"):

Lots 1, 3, 4 and 5, in Maple 108 Shopping Center, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska;

TOGETHER WITH the rights and benefits of Mortgagor under each of the following:

1. Declaration of Restrictions and Grant of Easements dated May 22, 1981, filed June 8, 1981, in Book 653 at Page 34 of the Miscellaneous Records of Douglas County, Nebraska;

2. First Amendment to Declaration of Restrictions and Grant of Easements dated July 14, 1981, filed August 11, 1981, in Book 657 at Page 122 of the Miscellaneous Records of Douglas County, Nebraska;

3. Second Amendment to Declaration of Restrictions and Grant of Easements dated October 5, 1981, filed October 25, 1981, in Book 661 at Page 606 of the Miscellaneous Records of Douglas County, Nebraska;

4. Third Amendment to Declaration of Restrictions and Grant of Easements dated April 30, 1982, filed May 18, 1982, in Book 670 at Page 707 of the Miscellaneous Records of Douglas County, Nebraska;

5. Common Area Maintenance Agreement dated May 22, 1981, filed June 8, 1981, in Book 653 at Page 51 of the Miscellaneous Records of Douglas County, Nebraska;

6. First Amendment to Common Area Maintenance Agreement dated July 14, 1981, filed August 11, 1981, in Book 657 at Page 127 of the Miscellaneous Records of Douglas County, Nebraska;

7. Second Amendment to Common Area Maintenance Agreement dated October 5, 1981, filed October 28, 1981, in Book 661 at Page 601 of the Miscellaneous Records of Douglas County, Nebraska; and

8. Third Amendment to Common Area Maintenance Agreement dated April 30, 1982, filed May 18, 1982, in Book 670 at Page 700 of the Miscellaneous Records of Douglas County, Nebraska.

(b) The provisions of Paragraph 1.08 starting at the bottom of Page 6 are amended by deleting:

(i) The words "except as sepcified (sic) herein," and

(ii) The second full paragraph of 1.08 which commences with "Notwithstanding", found on Page 7.

(c) Paragraph 1.11, commencing at the bottom of Page 7, is deleted in its entirety, and the following paragraph substituted therefore:

" 1.11 Acceleration Clause.

Should Mortgagor be in default under this Mortgage, or should Mortgagor, or any successor in interest of Mortgagor, voluntarily or involuntarily (whether by operation of law or otherwise) sell, exchange, convey, transfer, contract to sell, lease with option to purchase, change the character or use of, or further encumber such property, or any part thereof, or any interest therein; or if any of said parties shall be divested of title to such property, or any part thereof, or any interest therein, either voluntarily, or involuntarily or if title to such property be subjected to any lien or charge, voluntarily or involuntarily, contractual or statutory (not removed by bond), without the written consent of Mortgagee being first had and obtained, then Mortgagee shall have the right, at its option, to declare all sums secured hereby forthwith due and payable; and this same right of acceleration shall be available to Mortgagee if, without prior consent of Mortgagee, the general partnership interest of Mortgagor is not owned 83 1/3% by N & K Investment Co., which shall be wholly owned by Harlan J. Noddie and Joseph Kirshenbaum, and 16 2/3% owned by Carroll Joan Corp., a New York corporation."

(d) Paragraph 1.14 found on Page 9 is hereby amended in the following particulars:

(i) "60 days", appearing in the second line of 1.14, is deleted and "90 days" substituted therefore;

(ii) The following additional sentence is added to 1.14:

In addition, each of the guarantors of the loan secured hereby shall, not later than May 1 of each calendar year, furnish to Mortgagee current financial statements of guarantors and, not later than May 1 of each calendar year, copies of guarantors' federal income tax returns.

(e) Paragraph 3.10 is amended by deleting the names and addresses of Mortgagor and Mortgagee and substituting the following:

Mortgagor: Maple 108 Associates, Limited Partnership
c/o Noddle Development Company
900 South 74th Plaza
Omaha, Nebraska 68114

Mortgagee: First National Bank of Omaha
One First National Center
Omaha, Nebraska 68102
Attn: Senior Officer,
Mortgage Loan Department.

4. Document Ratification.

Except as set forth above, all of the terms, conditions and provisions contained in the Mortgage, Assignment of Lessor's Interest in Lease and Security Agreement, shall remain in full force and effect.

5. Recordation.

Upon the recordation of this instrument, same shall be a supplementary lien against the Premises and the Personal Property until the \$2,075,000.00 Promissory Note is fully paid and the Mortgage released of record, provided, however, that this instrument shall in no way alter the priority of the lien on the Premises and Personal Property created by the Mortgage or any of the other Security Documents, and the terms and provisions of this instrument shall relate back to the date of the Mortgage Agreement.

6. Controlling Law.

The terms and provisions of this instrument shall be construed and governed by the laws of the State of Nebraska.

7. Binding Effect.

This instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, administrators and assigns.

8. Captions.

The paragraph captions utilized herein are not intended to interpret or limit the terms and conditions thereof, but are intended for the purpose of convenience only.

9. Counterparts.

This Amendment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

FIRST NATIONAL BANK OF OMAHA,
Lender

By:

Robert J. Horak
Robert J. Horak, Vice President

MAPLE 108 ASSOCIATES, LIMITED
PARTNERSHIP, a Florida limited
partnership, Borrower

By: Carroll Joan Corp.,
General Partner

By:

Michael J. Greco
Michael J. Greco, President

Attest:

Robert S. Grimes
Secretary

By: N & K Investment Co., a
Nebraska general partnership,
Managing General Partner

By:

Harlan J. Noddle PARTNER
Harlan J. Noddle, Partner

By:

Joseph Kirshenbaum
Joseph Kirshenbaum, Partner

STATE OF NEW YORK)
) ss.
 COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me, a Notary Public, this 4th day of June, 1987, by Michael J. Greco, President of Carroll Joan Corp., a New York corporation, on behalf of said corporation, General Partner of Maple 108 Associates, Limited Partnership, a Florida limited partnership, on behalf of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

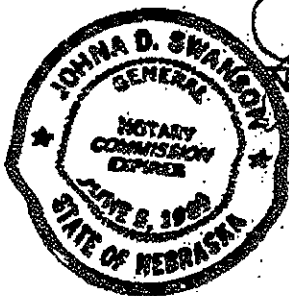
NEAL J. MIRANDA
 Notary Public, State of New York
 No. 4743039
 Qualified in Nassau County
 Commission Expires March 20, 1991 9/30/89

Neal J. Miranda
 Notary Public



STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 5th day of June, 1987, by Harlan J. Noddie and Joseph Kirshenbaum, Partners of N & K Investment Co., a Nebraska general partnership, on behalf of said partnership, as Managing General Partner of Maple 108 Associates, Limited Partnership, a Florida limited partnership, on behalf of said limited partnership.



John D. Swanson
 Notary Public