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RICHARD H. TAKECHI
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FIRST AMENDMENT TO DEED OF TRUST

THIS FIRST AMENDMENT is made and entered into this 19th day of January, 2000, by and between West Bay, Inc., 11725 Arbor Street, Suite 220, Omaha, Nebraska 68144 ("Trustor"), Great Western Bank, P.O. Box 4070, Omaha, Nebraska 68104-0070 (referred to herein either as "Lender" or "Beneficiary") and Great Western Bank, 6015 Northwest Radial Highway, Omaha, Nebraska 68104-3492 ("Trustee").

WITNESSETH.

WHEREAS, on or about December 10, 1999, Trustor executed and delivered to Beneficiary and Trustee a Deed of Trust (the "Deed of Trust") upon certain real property and improvements thereon legally described on the attached Exhibit "A", which is incorporated herein by this reference, (hereinafter the "Real Property"), which Deed of Trust was recorded in the office of the Register of Deeds of Douglas County, Nebraska at Book 5923, Page 330 of Mortgage Records; and

WHEREAS, such Deed of Trust was given to secure, among other obligations, indebtedness of Trustee to Beneficiary under a certain promissory note dated December 10, 1999, in the original principal sum of \$2,515,000 including all renewals, extensions, modifications, refinancing and substitutions for the note, (hereinafter the "Note");

WHEREAS, the parties wish to amend the Deed of Trust to change the definition of the "Additional Event of Default" paragraph as follows:

1. In the "Additional Event of Default" paragraph, any date referred to as November 19, 1999 is to be changed to December 10, 1999.

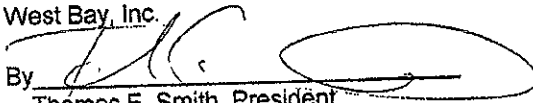
Trustor hereby acknowledges, represents and confirms unto Beneficiary that (a) it does not now have and at no prior time had any defenses (including without limitation, the defense of usuary), claims, counterclaims, cross-actions or equities, or rights of rescission, set off, abatement, or diminution, with respect to the Note, the Deed of Trust or any other loan documents executed in connection therewith; (b) the Deed of Trust, this First Amendment, the Note and all other loan documents executed in connection therewith are valid, binding and free from any infirmity of any nature whatsoever, and are enforceable in accordance with their respective terms; and the Deed of Trust, as amended hereby constitutes a valid first lien against the Mortgaged Property (as defined herein).

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Except as specifically amended herein, the Deed of Trust shall remain in full force and effect as originally executed.

This First Amendment shall be binding on the successors and assigns of the parties hereto.

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

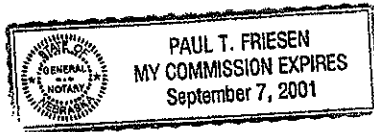
West Bay, Inc.
By 
Thomas E. Smith, President

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 19 day of January, 2000, by Thomas E. Smith, President of West Bay, Inc. A Nebraska Corporation, on behalf of the company.


Notary Public

My commission expires:



Lots 1 through 13, inclusive Walnut Grove Plaza, a subdivision in Douglas County, Nebraska, and lot 2 Walnut Grove Plaza Replat One nka lots 1 and 2 Walnut Grove Plaza Replat two, a subdivision in Douglas County NE.