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Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
1/29/2004 1:34:26 PM



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THE ATTACHED LOAN MODIFICATION AGREEMENT IS BEING RE-RECORDED TO CORRECT A SCRIVENER'S ERROR IN THE DATE AND BOOK AND PAGE NUMBER OF RECORDING OF THE DEED OF TRUST REFERRED TO IN PARAGRAPH 1.

misc

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LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement is made and entered into this 27 day of November, 2003, by and between AMERICAN INTERSTATE BANK, as "Lender," and STATE STREET INVESTMENTS, LLC, a Nebraska limited liability company, as "Borrower."

Preliminary Statement

Lender and Borrower have entered into a financing transaction pursuant to which Lender has agreed to loan to Borrower the sum of Six Million Dollars (\$6,000,000) evidenced by a Loan Agreement, Promissory Note, Deed of Trust, and other loan documents under date of March 1, 2002 (the "Loan"). The purpose of the Loan is for the acquisition and development of approximately two hundred acres of land located at 156th and State Streets, Omaha, Nebraska, which is being developed into a subdivision known as Pine Creek.

Lender and Borrower desire to make certain amendments and modifications to the Loan that are consistent with the present development, and are executing this Loan Modification Agreement for purposes of memorializing such amendments and modifications.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree as follows:

1. Modification of Real Estate Deed of Trust. The Real Estate Deed of Trust dated March 1, 2002, by and between Borrower, as Trustor, and Lender, as Trustee and Beneficiary, which was recorded with the Douglas County Register of Deeds on ~~October 30, 2003~~, as Instrument No. ~~2003203525~~ (the "Deed of Trust"):

As contemplated in Paragraph (b) of Exhibit "B" of the Deed of Trust, the legal description attached to the Deed of Trust as Exhibit "A" is replaced in its entirety by the legal description attached as Exhibit "A" to this Loan Modification Agreement, the effect being that Trustor irrevocably grants, conveys and sells to Trustee, in trust for the Beneficiary, with power of sale, the property described on Exhibit "A" attached to this Loan Modification Agreement, and that Trustee reconveys and releases all of such right, title and interest it may have in that part of the property legally described in Exhibit "A" attached to the Deed of Trust

GAINES, PANSING & HOGAN
10050 REGENCY CIRCLE #200
OMAHA, NE 68114

4473 ✓

93625 ✓

March 5,
2002,
in Book
105 at
Page 105

that is not included within the property legally described in Exhibit "A" attached to this Loan Modification Agreement.

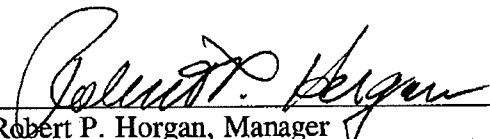
2. Modification of Promissory Note. The Promissory Note from Lender to Borrower dated March 1, 2002, in the original principal amount of Six Million Dollars (\$6,000,000) is hereby amended by replacing Exhibit "B" attached thereto in its entirety with Exhibit "B" attached to this Loan Modification Agreement.

3. Miscellaneous. Except as modified and amended herein, Borrower and Lender agree that the Deed of Trust, Promissory Note and all other loan documents evidencing the Loan remain in full force and effect in accordance with their terms.

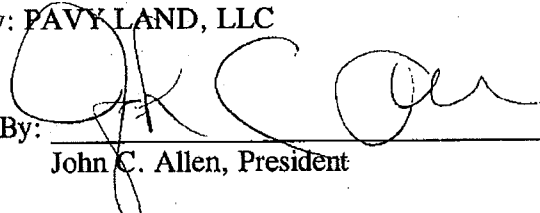
IN WITNESS WHEREOF, the parties have executed this Loan Modification Agreement to be effective as of the date and year first above written.

BORROWER: **STATE STREET INVESTMENTS, LLC,** a
Nebraska limited liability company

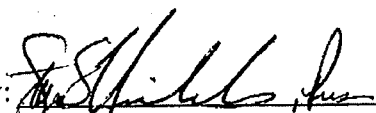
By: J C PROPERTIES, LLC

By: 
Robert P. Horgan, Manager

By: PAVYLAND, LLC

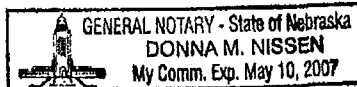
By: 
John C. Allen, President

LENDER: **AMERICAN INTERSTATE BANK**

By: 
Steven S. Nichols, President

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

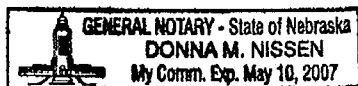
The foregoing instrument was acknowledged before me this 7th day of November, 2003, by Robert P. Horgan, Manager of J C PROPERTIES, LLC, a Nebraska limited liability company, Member of STATE STREET INVESTMENTS, LLC, a Nebraska limited liability company, on behalf of the company.



Donna M. Nissen
 Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

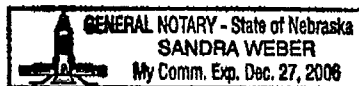
The foregoing instrument was acknowledged before me this 7th day of November, 2003, by John C. Allen, President of PAVY LAND, LLC, a Nebraska limited liability company, Member of STATE STREET INVESTMENTS, LLC, a Nebraska limited liability company, on behalf of the company.



Donna M. Nissen
 Notary Public

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6th day of November, 2003, by Steven S. Nichols, President of American Interstate Bank, on behalf of the Bank.



Sandra Weber
 Notary Public

00177961

EXHIBIT "A"

Legal Description

Lots 1 through 203, inclusive, and 301 through 477, inclusive, Pine Creek, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

and

That part of the Northeast Quarter of Section 27, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northeast corner of the Northeast Quarter of Section 27;

Thence South 87°29'19" West (bearings referenced to the Final Plat of PINE CREEK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 39.96 feet along the north line of the said Northeast Quarter of Section 16 to the west right of way line of 156th Street as described in the Warranty Deed recorded in Deed Book 994 at page 221 in the Douglas County Register of Deeds Office and the TRUE POINT OF BEGINNING;

Thence South 02°39'01" East for 33.00 feet along said west right of way line to the south line of the county roadway easement for State Street;

Thence South 02°42'55" East for 1240.47 feet along said west right of way line to the north right of way line of Reynolds Street;

Thence west and north along the north right of way line of Reynolds Street and the east right of way line of 159th Street as dedicated in the Final Plat of PINE CREEK for the next thirteen (13) courses:

- (1) Thence South 86°53'53" West for 281.40 feet parallel with and 50.00 feet north of the centerline of Reynolds Street;
 - (2) Thence South 81°09'32" West for 200.00 feet;
 - (3) Thence South 86°53'53" West for 140.38 feet parallel with and 30.00 feet north of the centerline of Reynolds Street;
 - (4) Thence along a curve to the right (having a radius of 470.00 feet and a long chord bearing South 89°29'41" West for 42.59 feet) for an arc length of 42.60 feet concentric with and 30.00 feet north of the centerline of Reynolds Street;
 - (5) Thence along a curve to the right (having a radius of 120.00 feet and a long chord bearing North 55°56'25" West for 127.07 feet) for an arc length of 133.91 feet;
 - (6) Thence along a curve to the left (having a radius of 115.00 feet and a long chord bearing North 62°56'05" West for 144.63 feet) for an arc length of 156.41 feet;
 - (7) Thence along a curve to the right (having a radius of 120.00 feet and a long chord bearing North 69°55'45" West for 127.07 feet) for an arc length of 133.91 feet;
 - (8) Thence along a curve to the right (having a radius of 470.00 feet and a long chord bearing North 23°33'21" West for 233.85 feet) for an arc length of 236.33 feet concentric with and 30.00 feet east of the centerline of 159th Street;
 - (9) Thence North 09°09'03" West for 318.98 feet parallel with and 30.00 feet east of the centerline of 159th Street;
 - (10) Thence along a curve to the left (having a radius of 580.00 feet and a long chord bearing North 14°08'41" West for 100.98 feet) for an arc length of 101.10 feet concentric with and 30.00 feet east of the centerline of 159th Street;
 - (11) Thence North 19°08'19" West for 200.69 feet;
 - (12) Thence along a curve to the right (having a radius of 500.00 feet and a long chord bearing North 11°18'41" West for 152.98 feet) for an arc length of 153.59 feet concentric with and 50.00 feet east of the centerline of 159th Street;
 - (13) Thence North 02°30'41" West for 125.00 feet parallel with and 50.00 feet east of the centerline of 159th Street to the north line of the said Northeast Quarter of Section 27;
- Thence North 87°29'19" East for 1225.82 feet to the Point of Beginning.
Contains 32.364 acres including 0.929 acres of existing county roadway easement.

EXHIBIT "B"**Promissory Note Language**

In addition to the quarterly payments of interest set forth in the Note, Borrower agrees to make periodic principal reductions in the amount set forth below upon partial reconveyance by Lender of platted lots within the property described in the deed of trust given as collateral for this Note. The "applicable principal reduction" to be made upon this Note for each type of platted lot is as follows:

<u>Type of Lot</u>	<u>Amount</u>
Mixed Use/Commercial Lots (collectively, Lots 480 through 483, inclusive)	\$860,000
Single-family Lots (1 through 203, inclusive, 301 through 477, inclusive, and 484 through 523, inclusive)	\$16,000
Community Use Lots (524 and 525)	\$0