



MISC 2004052082



APR 26 2004 10:21 P 7

Received - RICHARD TAKECHI  
Register of Deeds, Douglas County, NE  
4/26/2004 10:21:55.15



2004052082

Filed: AS RECEIVED

AMENDMENT TO DEED OF TRUST  
(Nebraska)

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 9350 01.60000*

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- 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 362-372 (or Computer Reference No. \_\_\_\_\_).

**\*\* FILED: AS IS**

- C. The Trustor has required 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 N/A in the initial principal amount(s) of \$ N/A" is hereby amended and replaced with the phrase "note(s) dated N/A in the initial principal amount(s) of \$ N/A".

*#35 EA*

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 \$15,000,000; PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL OR FUTURE LOANS OR ADVANCES IN ANY AMOUNT.
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 the Amendment 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  
4-15-04

**BORROWER:**

**CELEBRITY HOMES, INC.**, a Nebraska corporation

By: *Gale L. Larsen, President*  
Gale L. Larsen, President

**BANK:**

**U. S. BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Christopher E. Erickson, Vice President

(NOTARIZATION ON NEXT PAGE)

\_\_\_\_\_

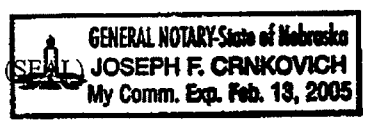
STATE OF NEBRASKA )  
 )ss  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of APRIL, 2004, by Gale L. Larsen as President of Celebrity Homes, Inc., a Nebraska corporation.

Witness my hand and official seal.

My commission expires: 2-13-05

*Joseph F. Crnkovich*  
\_\_\_\_\_  
Notary Public



STATE OF COLORADO )  
 )ss  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2004, by Christopher E. Erickson as Vice President of U.S. Bank National Association.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(SEAL)

IN WITNESS WHEREOF, the undersigned has/have executed this AMENDMENT as of \_\_\_\_\_

**BORROWER:**

**CELEBRITY HOMES, INC.**, a Nebraska corporation

By: \_\_\_\_\_  
Gale L. Larsen, President

**BANK:**

**U. S. BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Christopher E. Erickson, Vice President

(NOTARIZATION ON NEXT PAGE)



STATE OF NEBRASKA )  
 )ss  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2004, by Gale L. Larsen as President of Celebrity Homes, Inc., a Nebraska corporation.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(SEAL)

STATE OF COLORADO )  
 )ss  
COUNTY OF DENVER )

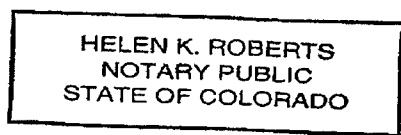
The foregoing instrument was acknowledged before me this 13 day of April, 2004, by Christopher E. Erickson as Vice President of U.S. Bank National Association.

Witness my hand and official seal. **MY COMMISSION EXPIRES 10/15/2006**

My commission expires: \_\_\_\_\_

Helen K Roberts  
Notary Public

(SEAL)



**EXHIBIT "A"**

Parcel One:

The West One Fourth (W1/4) of the South One Half (S1/2) of the Northwest One Fourth (NW1/4) of Section 3, Township 15 North, Range 11, East of the 6th P.M., Douglas County, Nebraska.

Parcel Two:

Tract I: That part of the N1/2 of the NW1/4 of Section 3, T15N, R11E of the 6th P.M., Douglas County, Nebraska, lying East of the following described line: Commencing at the NW corner of said N1/2; thence N 89°18'20" E (assumed bearing) on the North line of said N1/2, 1077.62 feet to the point of beginning; thence S 4°07'31" E, 175.85 feet; thence S 41°06'54" E, 89.01 feet; thence S 10°07'27" E, 91.93 feet; thence S 38°06'58" E, 88.45 feet; thence S 8°52'21" W, 303.31 feet; thence S 75°22'38" W, 121.95 feet; thence S 32°22'16" W, 96.23 feet; thence S 8°22'21" W, 282.74 feet; thence S 10°07'27" E, 121.27 feet; thence S 13°07'24" E, 103.75 feet to a point on the South line of said N1/2 said point also being 1006.94 feet East of SW corner of said N1/2; thence N 89°22'34" E, 1635.00 feet to the SE corner of said N1/2; thence Northerly on the East line of said N1/2, 1314.83 feet to the NE corner of said N1/2; thence S 89°18'20" W on the North line of said N1/2 1560.75 feet to the point of beginning.

Tract II: The W1/2 of the NE1/4 of Section 3, T15N, R11E of the 6th P.M., Douglas County, Nebraska, except that part described as follows: Beginning at the NE corner of the West 1/2 of the NE1/4 of said Section 3; thence Southerly on the East line of the West 1/2 of the NE1/4 of said Section 3, a distance of 208.71 feet; thence Westerly on a line 208.71 feet South from and parallel to the North line of the West 1/2 of the NE1/4 of said Section 3, a distance of 208.71 feet; thence Northerly on a line 208.71 feet West from and parallel to the East line of the West 1/2 of the NE1/4 of said Section 3, a distance of 208.71 feet to a point on the North line of the West 1/2 of the NE1/4 of said Section 3; thence Easterly on the North line of the West 1/2 of the NE1/4 of said Section 3 a distance of 208.71 feet to the Point of Beginning. And except that part described as follows: Beginning at the N1/4 corner of said Section 3-15-11; thence N 89°27'02" E (Assumed Bearing) on the North line of the NE1/4 of said Section 3, 533.93 feet; thence South on a line 533.93 feet East of and parallel to the West line of the NE1/4 of said Section 3, 407.94 feet; thence S 89°27'02" W, on a line 407.94 feet South of and parallel to the North line of the NE1/4 of said Section 3, 533.93 feet to a point on the West line of the NE1/4 of said Section 3; thence North on the West line of the NE1/4 of said Section 3, 407.94 feet to the point of beginning

Parcel Three:

The East Three-Fourths (3/4) of the South One-Half (S1/2) of the Northwest One-Fourth (NW1/4) of Section 3, Township 15 North, Range 11, East of the 6th P.M., Douglas County, Nebraska