

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2004-20430

2004 JUN -2 P 2: 10 9

Glenn J. Dowling
REGISTER OF DEEDS

COUNTER LA C.E. 2
VERIFY JA D.E. 1
PROOF SM
FEES \$ 121.50
CHECK# _____
CHG STS CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

THE ATTACHED DEED OF TRUST IS RERECORDED TO CORRECT THE LEGAL DESCRIPTION ATTACHED AS EXHIBIT A.

20430

STS

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**DEED OF TRUST
(Continued)**

Loan No: 5151451

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Time Is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nebraska as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Great Western Bank, and its successors and assigns.

Borrower. The word "Borrower" means ASHFORD HOLLOW, L.L.C. and includes all co-signers and co-makers signing the Note.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Great Western Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated February 28, 2004, in the original principal amount of \$4,118,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means GREAT WESTERN BANK, whose address is PO BOX 4070, OMAHA, NE 68104-0070 and any substitute or successor trustees.

Trustor. The word "Trustor" means ASHFORD HOLLOW, L.L.C..

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

ASHFORD HOLLOW, L.L.C.

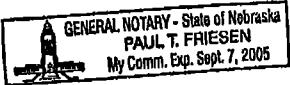
By: 
JOHN C. CZERWINSKI, Manager of ASHFORD HOLLOW, L.L.C.

G F

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 1 day of March, 2004, before me, the undersigned Notary Public, personally appeared JOHN C. CZERWINSKI, Manager of ASHFORD HOLLOW, L.L.C., and known to me to be partner or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.



By [Signature]
Notary Public in and for the State of Nebraska
Residing at [Address]
My commission expires 9-7-05

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____ Beneficiary: _____
By: _____
Its: _____

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TA-47749

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

Lots 1 through 145, inclusive, in TWIN CREEK ESTATES, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, now known as:

Lot 1 in, TWIN CREEK ESTATES, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska,

AND

Lots 2 through 152, in ASHFORD HOLLOW, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

PARCEL 2:

That part of Tax Lot 12C1 in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 29, Township 14 North, Range 13 East of the 6th P.M., in Sarpy County, Nebraska, lying South and West of the following described tract:

Commencing at the Southwest corner of the Southwest Quarter of Section 29; thence North 01°25'53" West (assumed bearing), for 586.12 feet, along the West line of the Southwest Quarter of Section 29, to the true Point of Beginning; thence continuing North 01°25'53" West, for 308.11 feet, along said West line, to the South right-of-way line of the former Union Pacific Railroad; thence South 63°58'49" East, for 2,020.25 feet, along said South right-of-way line, to the South line of the Southwest Quarter of Section 29; thence South 89°45'13" West, for 667.13 feet, along the South line of the Southwest Quarter of Section 29; thence North 58°41'39" West, for 238.61 feet; thence North 63°59'22" West, for 1,042.36 feet, to the Point of Beginning.