




MTG 2006095292



AUG 21 2006 10:44 P 11

Instrument Prepared By And
When Recorded Return To:
Croker, Huck, Kasher, DeWitt,
Anderson & Gonderinger, LLC
2120 South 72nd Street, Suite 1200
Omaha, Nebraska 68124
Attention: John M. Proski, Esq.

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
8/21/2006 10:44:57.89

2006095292

THIS DEED OF TRUST CONSTITUTES A CONSTRUCTION SECURITY AGREEMENT UNDER THE NEBRASKA CONSTRUCTION LIEN ACT AND CREATES, GRANTS AND CONSTITUTES A CONSTRUCTION SECURITY INTEREST IN THE PROPERTY DESCRIBED HEREIN.

MODIFICATION TO DEED OF TRUST AND CONSTRUCTION SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (DOUGLAS COUNTY)

THIS MODIFICATION TO DEED OF TRUST AND CONSTRUCTION SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES ("Modification") is made as of August 7, 2006 by HEARTHSTONE HOMES, INC., a Nebraska corporation ("Trustor"), with the mailing address of 810 North 96th Street, Omaha, Nebraska 68114, to FIRST AMERICAN TITLE INSURANCE COMPANY, with the mailing address of c/o Security Land Title and Escrow Company, P.O. Box 44039, Omaha, Nebraska 68144, as Trustee ("Trustee"), for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Beneficiary"), with the mailing address of 1919 Douglas Street, Omaha, Nebraska 68102, Attn: Kraig J. Williams, V.P.

RECITALS:

A. Trustor is the maker of a Promissory Note dated April 16, 2005, as amended, in the original principal amount of Thirty-Five Million Dollars (\$35,000,000.00)(a portion of which indebtedness is separately evidenced by a Term Note dated on or about July 28, 2005 in the original principal amount of Five Million Four Hundred Seventy-Three Thousand One Hundred Three and 00/100ths Dollars (\$5,473,103.00), a portion of which is separately evidenced by a Term Note dated on or about July 28, 2005 in the original principal amount of Two Million Two Hundred Seventy-Three Thousand Two Hundred Six and 00/100ths Dollars (\$2,273,206.00), and a portion of which is separately evidenced by a Term Note dated on or about July 28, 2006 in the original principal

Seuback
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BKR 7-16-12 C/O _____ COMP _____
642 34-16-12
DEL _____ SCAN _____ FV _____

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of Four Million Four Hundred Thirty Five Thousand Seven Hundred Seventy Nine and Sixty Nine Dollars (\$4,435,779.00) (which Promissory Note and which three Term Notes which separately evidence portions of the same indebtedness evidenced by the Promissory Note, together with all notes issued and accepted in substitution or exchange therefor, and as any of the foregoing may from time to time be modified, extended, renewed, consolidated, restated or replaced, are hereinafter referred to collectively as the "Note"), payable to the order of Beneficiary, which Note was executed pursuant to the terms of a Loan Agreement dated April 16, 2005, as amended (the "Loan Agreement"), executed by Trustor and Beneficiary. The Note, the Loan Agreement, the Deed of Trust, the Assignment and all other documents and agreements evidencing, securing or relating to the obligations under the Note and Loan Agreement shall herein be collectively referred to as the "Loan Documents";

B. The obligations of Trustor under the Note and Loan Agreement are secured by, among other things, a Deed of Trust and Construction Security Agreement dated April 16, 2005 and recorded with the office of the Register of Deeds of Douglas County, Nebraska, on April 29, 2005 as Instrument Number 2005048649 (as amended from time to time thereafter, the "Deed of Trust"), encumbering, among other things, certain real property and improvements located in Douglas County, Nebraska described therein, which Deed of Trust was amended from time to time thereafter;

C. The obligations of Trustor under the Note and Loan Agreement are further secured by, among other things, an Assignment of Rents and Leases dated April 16, 2005 (as amended, the "Assignment") and filed for record April 29, 2005, in the office of the Register of Deeds of Douglas County, Nebraska as Instrument Number 2005048650, which Assignment was amended from time to time thereafter;

D. Trustor and Beneficiary have this date agreed, to certain modifications to the credit facilities provided by Beneficiary to Trustor, including an increase in the loan amount, and an extension of the maturity date of the Note, and the parties desire to confirm that the Deed of Trust and the Assignment shall continue to secure all such obligations, as modified.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor covenants and agrees as follows:

1. **Loan Amount.** The loan amount set forth on Page 1 of the Deed of Trust and Page 1 of the Assignment is hereby modified to reflect the sum of Forty-Five Million Dollars (\$45,000,000.00) in each place where the sum of Thirty-Five Million Dollars (\$35,000,000.00) appears. Such loan is evidenced by an Amended and Restated Promissory Note of even date herewith in the principal amount of Forty-Five Million Dollars (\$45,000,000)(which is an amendment and restatement of the Promissory Note dated April 16, 2005), a Term Note dated July 28, 2005, as amended, in the original principal amount of Five Million Four Hundred Seventy-Three Thousand One Hundred Three Dollars (\$5,473,103), a Term Note dated July 28, 2005, as amended, in the original principal amount of Two Million Two Hundred Seventy-Three Thousand Two Hundred Six Dollars (\$2,273,206), and a Term Note dated July 28, 2006 in the original principal amount of Four Million Four Hundred Thirty Five Thousand Seven Hundred Seventy Nine Dollars (\$4,435,779). For purposes of the Deed of Trust, all such obligations are hereby included as "Indebtedness" secured by the Deed of Trust as such term is defined in the Deed of Trust (in addition

to all other obligations previously included within such term as defined in the Deed of Trust). For purposes of the Assignment, all such obligations are hereby included as obligations secured by the Assignment (in addition to all other obligations previously secured by the Assignment).

2. **Extension of Term.** The maturity date of the Note as reflected in the Deed of Trust and other Loan Documents is hereby changed from April 30, 2007 to April 30, 2008.

3. **Real Property.** The real property encumbered by the Deed of Trust and by the Assignment is as set forth on Exhibit "A" attached hereto. To the extent that any real property listed on Exhibit "A" was not previously included in the Deed of Trust and the Assignment, the Deed of Trust and the Assignment are hereby amended to include such additional real property and all such real property shall be included as part of the "Premises" as such term is defined in the Deed of Trust and the Assignment. Trustor hereby agrees that the real property described on Exhibit "A" shall be subject to all terms, provisions, and covenants contained in the Deed of Trust, the Assignment, the Loan Agreement and other Loan Documents. Trustor hereby irrevocably grants, conveys, transfers, and assigns to Trustee, in trust WITH POWER OF SALE, the property described on Exhibit "A" attached hereto (together with all buildings, structures and improvements now or hereafter erected thereon, and all fixtures and items that are to become fixtures, and together with all easements, rights-of-way, licenses, permits, rights of use or occupancy, privileges, tenements, appendages, hereditaments and appurtenances and other rights and privileges attached or belonging thereto or in any wise appertaining thereto, whether now or in the future, and all the rents, issues and profits therefrom) under the terms, covenants, and provisions of the Deed of Trust.

4. **Representations by Trustor.** Trustor has no defenses to the payment of the Note, the performance of the strict terms of the Loan Documents, or right of offset or claim against Beneficiary. Trustor specifically acknowledges and agrees that Beneficiary has performed each and all of its obligations, commitments, and agreements under the Loan Documents and all other agreements related to the Indebtedness (as such term is defined in the Deed of Trust), both written and verbal, direct or implied, up to and including the date of this Modification, that it is not in default in the observance or performance of any obligation, commitment, agreement, or covenant, express or implied, including, but not limited to, covenants of good faith and fair dealing, to be observed or performed by it under the foregoing, and that no facts exist and no event has occurred which now or hereafter will authorize Trustor to terminate the loan, to fail or refuse to abide by the terms of the Loan Documents, or form the basis, in whole or in part, for a claim of any kind including, but not limited to, lack of good faith or fair dealing against it.

5. **No Further Commitment.** Trustor hereby acknowledges and agrees that this Modification modifies the Deed of Trust, the Assignment, and the Loan Documents only to the extent and on the terms set forth herein, and this Modification is not, nor shall it be construed as a commitment by Beneficiary to modify the Deed of Trust, the Assignment, or any of the Loan Documents in any other respect. Trustor further agrees that Trustor is precluded from claiming that any prior written or oral negotiations, discussions, comments, questions, or representations not specifically incorporated into this Agreement or the Loan Documents are binding upon Beneficiary. Furthermore, none of the same shall in any manner whatsoever be deemed to modify or constitute a waiver of the rights and obligations of the parties as stated in the Loan Documents or this Agreement.

6. **Full Force and Effect.** Except as otherwise modified herein, each and every provision of the Loan Agreement, the Note, the Deed of Trust, and all other Loan Documents shall be and remain in full force and effect as previously modified. Trustor hereby reaffirms the Loan Documents and agrees to perform the obligations thereunder as they become due, as modified hereby. Except as expressly amended or modified herein, the terms of the Deed of Trust and the Assignment and any or all documents or agreements described or referred to therein are hereby confirmed and ratified and shall remain in full force and effect as if expressly set forth in the terms of this Modification. Any reference in the Deed of Trust or the Assignment itself or in any of the Loan Documents to the "Deed of Trust" or the "Assignment" shall be deemed henceforth to refer to the Deed of Trust and the Assignment as modified and amended by this Modification and any earlier or later amendment or modification. The Deed of Trust and the Assignment, except as modified hereby, are by this reference incorporated herein as if fully set forth.

7. **No Events of Default.** Trustor represents and warrants that as of the date hereof, there does not exist an Event of Default under the Deed of Trust, or any fact or circumstance which, but for the giving of notice or the passage of time, or both, would constitute an Event of Default. Trustor hereby reaffirms the obligations under the Deed of Trust and the Assignment, as modified herein, and acknowledges the same to be the valid and binding obligation and agreement of Trustor, enforceable in accordance with its terms.

8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.

9. **Further Assurances.** Trustor agrees to execute and deliver such documents and to perform such other acts promptly upon request, as Beneficiary requests and which are, in Beneficiary's reasonable judgment, necessary or appropriate to effectuate the purposes of this Modification. This Modification may be filed and recorded by Beneficiary with any governmental agency or other public office.

10. **Waiver.** The waiver of any breach of any of the provisions of this Modification or any other Loan Document by any party shall not constitute a continuing waiver or a waiver of any subsequent breach by said party either of the same or of another provision of this Agreement.

11. **Severability.** Invalidation of any of the provisions of this Modification or any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Modification.

12. **Time of the Essence.** Time is of the essence for the performance of each and every provision hereof.

13. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Nebraska. Trustor hereby requests that a copy of any notice of default and notice of sale made or executed by Trustee pursuant to the provisions hereof be sent to Trustor at its mailing address set forth hereinabove

IN WITNESS WHEREOF, Trustor has executed this Modification or has caused the same to be executed by its representatives hereunto duly authorized.

HEARTHSTONE HOMES, INC., a Nebraska corporation

By: [Signature]
John J. Smith, President

CONSENTED TO BY:
WELLS FARGO BANK, NATIONAL ASSOCIATION

By: [Signature]
Craig J. Williams, Vice President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

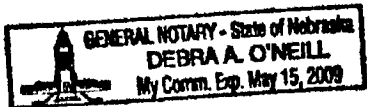
The foregoing Modification to Deed of Trust and Construction Security Agreement and Assignment of Rents and Leases was acknowledged before me on the 7 day of August, 2006, by John J. Smith, President of HearthStone Homes, Inc., a Nebraska corporation, on behalf of the corporation.



[Signature]
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing Modification to Deed of Trust and Construction Security Agreement and Assignment of Rents and Leases was acknowledged before me on the 7th day of August, 2006, by Craig J. Williams, Vice President of Wells Fargo Bank, National Association, on behalf of the bank.



[Signature]
Notary Public

EXHIBIT "A"

Legal Description
of all
Douglas County Property

Lots 4*, 19, 20, 63, 64, 66, 67, 77, 78, 79, 80, 81, 82, 83, 91, 192, 193, 195, 199, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 214, 215, 216, 217, 218, 219, 221, 222 and 224, Avalon North, a Subdivision in Douglas County, Nebraska. *OU-01358*

* Now ^{east} 13.09 feet of Lot 4 and ^{west} 36.01 feet of Lot 5 Avalon North Replat One. *OU-01359*

Lots 1, 2, 5, 6, 7, 10, 11, 16, and 17 Avalon North Replat Two, a Subdivision in Douglas County, Nebraska. *OU-01361*

Lots 8, 137, 138, 139, 164, 170, 171, 175, 176, 177, 178, 179, 180, 181, 182, 183, 185, 186, 187, 223, 224, 225, 226, 228, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 253, 254, 255, 256, 257, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 317, 318, 319, 320, 321, 322, 323, 324, 327, and 329, Deerwood, a Subdivision in Douglas County, Nebraska. *OU-08802*

Lots 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 425, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 452 and 453, Meadow Ridge, a Subdivision in Douglas County, Nebraska. *OJ-25030*

Lots 12, 13, 133, 134, 135, 136, 137, 138 and 139, Meadow Ridge Replat 1, a Subdivision in Douglas County, Nebraska. *OJ-25059*

Lots 44, 207, 237, 239, 240, 242, 246, 247, 249, 250, 252, 254, 258, 259, 262, 263, 264, 265, 266, 268, 269, 272, 274, 275, 276, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, and 304 Oakmont, a Subdivision in Douglas County, Nebraska. *OC-28221*

Lots 39, 45, 46, 47, 50, 51, 52, 53, 57, 59, 70, 71, 73, 74, 75, 76, 77, 78, 82, 83, 86, 87, 88, 89, 90, 91, 93 and 94 Shadowbrook, a Subdivision in Douglas County, Nebraska. *OJ-35228*

Lots 8, 9, 10, 11, 12, 13, 36, 37, 38, 39, 40, 41, 42, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, and 105 Arbor Gate, a Subdivision in Douglas County, Nebraska. *OC-00901*

Lots 1 through 313, inclusive and Outlots A, B, C and D, in Glenmoor, a Subdivision in Douglas County, Nebraska. *OU-13730*

Lots 401 through 468 inclusive, in Arbor Gate, a Subdivision in Douglas County, Nebraska. *OC-00901*

(Fox Creek)

A tract of Land located in part of the SW¼ and the SE¼ of Section 27; and also together with a part of the NE¼ and the NW¼ of Section 34; all located in Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

SWSE

Commencing at the Center of said Section 27; thence S02°33'24"E (assumed bearing) along the East line of said SW¼ of said Section 27, said line also being the West line of said SE¼ of Section 27, a distance of 1319.29 feet to the Northeast corner of the SE¼ of said SW¼ of Section 27, said point also being the Northwest corner of the SW¼ of the SE¼ of Section 27, said point also being the Northwest corner of Tax Lot 4, a Tax Lot located in said SE¼ of Section 27, said point also being the point of beginning; thence S02°40'35"E along the West line of said SE¼ of Section 27, said line also being the South line of said SW¼, said line also being the West line of said Tax Lot 4, a distance of 513.64 feet to the Southwest corner of said Tax Lot 4; thence N87°15'04"E along the South line of said Tax Lot 4, a distance of 1364.28 feet to a point on the West right-of-way line of 87th Street; thence S02°43'33"E along said West right-of-way line of 87th Street, a distance of 879.48 feet to the point of intersection of the West right-of-way line of 87th street and the Northerly right-of-way line of Sorenson Parkway; thence Southwesterly along said Northerly right-of-way line of Sorenson Parkway on a curve to the left with a radius of 1362.34 feet, a distance of 616.51 feet, said curve having a long chord which bears S70°57'13"W, a distance of 611.26 feet; thence N32°00'39"W along said Northerly right-of-way line of Sorenson Parkway, a distance of 10.00 feet; thence Southwesterly along said Northerly right-of-way line of Sorenson Parkway on a curve to the left with a radius of 1372.34 feet, a distance of 264.06 feet, said curve having a long chord which bears S52°28'37"W, a distance of 263.65 feet; thence N89°12'57"W along said Northerly right-of-way line of Sorenson Parkway, a distance of 71.72 feet to the point of intersection of said Northerly right-of-way line of Sorenson Parkway and the Northerly right-of-way line of Ida Street; thence N46°26'53"W along said Northerly right-of-way line of Ida Street, a distance of 123.10 feet; thence Northwesterly along said Northerly right-of-way line of Ida Street on a curve to the left with a radius of 1017.26 feet, a distance of 483.47 feet, said curve having a long chord which bears N60°03'48"W, a distance of 478.93 feet to a point on the East line of said NW¼ of Section 34, said point also being on the West line of said NE¼ of Section 34; thence Northwesterly along said Northerly right-of-way line of Ida Street on a curve to the left with a radius of 1017.26 feet, a distance of 295.29 feet, said curve having a long chord which bears N81°59'29"W, a distance of 294.26 feet; thence N01°00'35"W along said Northerly right-of-way line of Ida Street, a distance of 131.00 feet; thence S89°02'25"W, along said Northerly right-of-way line of Ida, a distance of 97.92 feet; thence N37°44'18"W, a distance of 132.13 feet; thence S52°43'17"W, a distance of 72.38 feet to the Northeast corner of Lot 1 Evergreen Place, a subdivision located in said SW¼ of Section 27, said point also being the Southeast corner of Lot 2, said Evergreen Place; thence N37°47'57"W along the Easterly lines of Lots 2 thru 10 (inclusive) said Evergreen Place together with the Easterly right-of-way line of Pearl Street, a distance of 1030.13 feet to the Northeast corner of the Pearl Street right-of-way; thence S54°47'49"W along the Northerly right-of-way line of said Pearl Street, a distance of 7.40 feet to the Southeast corner of Lot 11, said Evergreen

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Place; thence N02°41'25"W along the East line of said Lot 11, Evergreen Place, a distance of 256.98 feet to a point on the North line of SE¼ of said SW¼ of Section 27, said point also being on the South line of the NE¼ of said SW¼ of Section 27, said point also being the Northeast corner of said Lot 11, Evergreen Place; thence N87°09'54"E along said North line of the SE¼ of the S¼ of Section 27, said line also being said South line of the NE¼ of the SW¼ of Section 27, a distance of 1120.55 feet to the point of beginning, EXCEPTING THEREFROM THAT PART PLATTED AS Lots 1 through 313, inclusive and Outlots A, B, C and D, in Glenmoor, a Subdivision in Douglas County, Nebraska.

(Finney tract)

A tract of land located in part of Tax Lot 4, West of the centerline of the Little Papillion Creek, a Tax Lot located in the SE ¼ of Section 27; and also together with the North one half of said SE ¼ of Section 27 West of the centerline of the Little Papillion Creek; and also together with the NE ¼ of the SW ¼ of said Section 27, and also together with the South 33.00 feet of County Road located in the NE ¼ of the SW ¼ of said Section 27; all located in Township 16 North, Range 12, East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

*SUSE
NE SW
1*

Beginning at the center of said Section 27; thence N87° 10'32"E (assumed bearing), along the North line of said SE ¼ of Section 27, a distance of 1334.51 feet to a point on said center line of the Little Papillion Creek; thence along said center line of the Little Papillion creek on the following described courses, S48°35'27"E, a distance of 68.21 feet; thence S37°26'10"E, a distance of 59.24 feet; thence S27°23'01"E, a distance of 141.59 feet; thence S22°02'27"E, a distance of 39.04 feet; thence S26°07'55"W, a distance of 55.00 feet; thence S29°36'19"W, a distance of 40.45 feet; thence S35°55'59"W, a distance of 64.78 feet; thence S12°49'33"W, a distance of 48.92 feet; thence S21°02'19"W, a distance of 18.20 feet; thence S25°43'08"W, a distance of 33.62 feet; thence S11°02'38"W, a distance of 23.38 feet; thence S33°39'01"E, a distance of 61.44 feet; thence S39°37'22"E, a distance of 71.00 feet; thence S19°31'53"E, a distance of 37.93 feet; thence S30°32'12"E, a distance of 31.57 feet; thence S00°36'11"E, a distance of 34.94 feet; thence S22°21'37"E, a distance of 79.94 feet; thence S31°58'36"E, a distance of 51.05 feet; thence S33°01'56"E, a distance of 39.22 feet; thence N76°28'41"E, a distance of 22.15 feet; thence N24°52'40"E, a distance of 39.83 feet; thence N53°15'28"E, a distance of 67.39 feet; thence N87°56'30"E, a distance of 21.88 feet; thence S66°14'53"E, a distance of 34.34 feet; thence S29°18'19"E, a distance of 95.07 feet; thence S46°22'13"E, a distance of 79.79 feet; thence S06°09'09"E, a distance of 76.41 feet; thence S26°13'44"W, a distance of 60.69 feet; thence S05°07'30"W, a distance of 49.98 feet; thence S29°03'11"E, a distance of 47.50 feet; thence S43°06'37"E, a distance of 47.91 feet; thence S34°49'27"E, a distance of 80.52 feet; thence S47°00'29"E, a distance of 48.44 feet; thence S30°02'48"E, a distance of 43.96 feet; thence S19°57'36"E, a distance of 66.82 feet; thence S22°46'23"E, a distance of 153.77 feet; thence S29°19'35"E, a distance of 54.95 feet; thence S35°51'46"E, a distance of 55.21 feet; thence S42°02'09"E, a distance of 46.53 feet; thence S35°03'44"E, a distance of 48.67 feet; thence S27°10'12"E, a distance of 44.66 feet; thence S13°11'28"E, a

distance of 35.92 feet; thence $S02^{\circ}13'39''E$, a distance of 24.20 feet to a point on the North line of Outlot "A", Double "D" Industrial Park, a subdivision located in said $SE \frac{1}{4}$ of Section 27, said line also being the South line of said Tax Lot 4; thence $S87^{\circ}18'11''W$, along said North line of Double "D" Industrial Park and the North rights-of-way line of 87th Street, said line also being said South line of Tax Lot 4, a distance of 706.93 feet; thence $S87^{\circ}15'04''W$, along said South line of Tax Lot 4, a distance of 1397.28 feet to a point on the West line of said $SE \frac{1}{4}$ of Section 27, said point also being on the East line of said $SW \frac{1}{4}$ of Section 27, said point also being the Southwest corner of said Tax Lot 4; thence $N02^{\circ}40'35''W$ along said West line of $SE \frac{1}{4}$ of Section 27, said line also being said East line of the $SW \frac{1}{4}$ of Section 27, said line also being the West line of said Tax Lot 4, a distance of 513.64 feet to the Northwest corner of said $SE \frac{1}{4}$ of Section 27, said point also being the Northeast corner of said $SW \frac{1}{4}$ of Section 27, said point also being the Northwest corner of said Tax Lot 4; thence $S87^{\circ}09'54''W$ along the South line of said $NE \frac{1}{4}$ of the $SW \frac{1}{4}$ of Section 27, a distance of 1120.55 feet to the Southwest corner of said $NE \frac{1}{4}$ of the $SW \frac{1}{4}$ of Section 27; thence $S87^{\circ}09'54''W$ along the North line of the $SW \frac{1}{4}$ of said $SW \frac{1}{4}$ of Section 27, said line also being the South line of the $NW \frac{1}{4}$ of said $SW \frac{1}{4}$ of Section 27, a distance of 588.92 feet to a point on the Northeasterly right-of-way line of Irvington Road; thence $N51^{\circ}45'25''W$, along said Northeasterly right-of-way line of Irvington Road, a distance of 50.22 feet; thence $N87^{\circ}09'54''E$, a distance of 424.74 feet to a point on the West line of said $NE \frac{1}{4}$ of the $SW \frac{1}{4}$ of Section 27, said point also being on the East line of said $NW \frac{1}{4}$ of the $SW \frac{1}{4}$ of Section 27; thence $N02^{\circ}31'09''W$ along said East line of the $NW \frac{1}{4}$ of the $SW \frac{1}{4}$ of Section 27, said line also being said West line of the $NE \frac{1}{4}$ of the $SW \frac{1}{4}$ of Section 27, a distance of 1286.29 feet to a point on the North line of said $SW \frac{1}{4}$ of Section 27, said point also being on the South line of the $NW \frac{1}{4}$ of said Section 27; thence $N87^{\circ}09'52''E$ along said North line of the $SW \frac{1}{4}$ of Section 27, said line also being said South line of the $NW \frac{1}{4}$ of Section 27, a distance of 1321.90 feet to the point of beginning EXCEPTING THEREFROM THAT PART PLATTED AS Lots 1 through 313, inclusive and Outlots A, B, C and D, in Glenmoor, a Subdivision in Douglas County, Nebraska.

(Skrupa tract)

A tract of land located in the North 1/2 of the $NE \frac{1}{4}$ of Section 7, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the Northwest corner of said $NE \frac{1}{4}$ of Section 7, said point also being the Northeast corner of the $NW \frac{1}{4}$ of Section 7; thence $N86^{\circ}40'42''E$ (assumed bearing) along the North line of said $NE \frac{1}{4}$ of Section 7, a distance of 529.94 feet to the point of beginning; thence continuing $N86^{\circ}40'42''E$ along said North line of the $NE \frac{1}{4}$ of Section 7, a distance of 1300.44 feet; thence $S02^{\circ}01'08''E$, a distance of 619.13 feet; thence $N87^{\circ}56'26''E$, a distance of 194.10 feet; thence $S02^{\circ}03'01''E$, a distance of 699.39 feet to a point on the South line of said North 1/2 of the $NE \frac{1}{4}$ of Section 7, said point also being on the North line of the South 1/2 of said $NE \frac{1}{4}$ of Section 7; thence $S86^{\circ}46'58''W$ along said South line of the North 1/2 of the $NE \frac{1}{4}$ of Section 7, said line also being said

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North line of the South 1/2 of the NE1/4 of Section 7, a distance of 1992.56 feet; thence N02°16'18"W, a distance of 14.00 feet; thence N02°27'19"W, a distance of 37.56 feet; thence N03°02'40"W, a distance of 47.49 feet; thence N01°44'28"W, a distance of 35.25 feet; thence N02°18'30"W, a distance of 60.41 feet; thence N02°29'12"W, a distance of 12.72 feet; thence N02°21'19"W, a distance of 98.67 feet; thence N02°29'42"W, a distance of 276.21 feet; thence S87°39'09"W, a distance of 23.37 feet to a point of the West line of said NE1/4 of Section 7, said point also being a point on the East line of said NW1/4 of Section 7; thence N02°20'51"W along said West line of the NE1/4 of Section 7, said line also being said East line of the NW1/4 of Section 7, a distance of 9.73 feet to a point on the centerline of a creek as described in a survey by William A. Fell, dated March 19, 1965; thence, a long said centerline of a creek as described in a survey by William A. Fell, dated March 19, 1965, on the following described courses; thence N22°27'40"E, a distance of 60.12 feet; thence N37°15'31"E, a distance of 101.79 feet; thence N24°34'20"E, a distance of 267.29 feet; thence N48°39'22"E, a distance of 79.45 feet; thence N59°31'18"E, a distance of 100.48 feet; thence N81°48'38"E, a distance of 77.70 feet; thence N38°00'04"E, a distance of 30.21 feet; thence N03°38'38"E, a distance of 100.70 feet; thence N14°66'44"E, a distance of 65.00 feet to a point on the South right-of-way line of "Q" Street; thence along said South right-of-way line of "Q" Street on the following described courses; thence N86°40'42"E, a distance of 32.08; thence N03°18'18"W, a distance of 40.00 feet; thence S86°40'42"W, a distance of 15.41; thence N35°26'19"E, a distance of 42.32 feet to the point of beginning EXCEPTING THEREFROM THAT PART PLATTED AS Lots 401 through 468 inclusive, in Arbor Gate, a Subdivision in Douglas County, Nebraska.

(Gottsch tract)

A tract of land located in the Northeast Quarter (NE¼) of Section 13, and also the Southeast Quarter (SE¼) of said Section 13, all located in Township 15 North, Range 10 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said Section 13; thence South 87°47'22" West (assumed bearing), along the North line of said Northeast Quarter of Section 13, a distance of 1,484.29 feet to the Northeast corner of Tax Lot 3, a Tax Lot located in said NE1/4 of Section 13; thence South 02°20'44"E along the East line of said Tax Lot 3, a distance of 165.00 feet to the Southeast corner of said Tax Lot 3, said point also being the point of Beginning; thence South 02° 16'57" East, a distance of 203.19 feet; thence South 30°49'48" East, a distance of 70.90 feet; thence South 23°52'44" East, a distance of 102.73 feet; thence South 18° 13'55" East, a distance of 319.63 feet; thence South 17°47'18 East, a distance of 145.68 feet; thence South 21°30'55" East, a distance of 105.68 feet; thence South 29°30'36" East, a distance of 13.00 feet; thence South 42°25'41" East, a distance of 46.10 feet; thence South 60°43'48" East, a distance of 114.90 feet; thence South 70°56'11" East, a distance of 240.59 feet; thence South 50°33'39" East, a distance of 28.84 feet; thence South 45° 12'50" East, a distance of 42.37 feet; thence South 31°34'22" East, a distance of 77.40 feet; thence South 18°33'19"

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East, a distance of 95.41 feet; thence South 35°08'44" East, a distance of 50.47 feet; thence South 45°57'01" East, a distance of 71.06 feet; thence South 08°45'43" East, a distance of 109.72 feet; thence South 31°45'59" East, a distance of 25.09 feet; thence South 38°02'08" East, a distance of 37.49 feet; thence South 16° 32'28" East, a distance of 87.38 feet; thence South 04°31'49" West, a distance of 80.81 feet; thence South 24° 19'12" West, a distance of 59.59 feet; thence South 02°31'06" West, a distance of 277.52 feet; thence South 03°00'49" East, a distance of 183.08 feet; thence South 09° 10'38" West, a distance of 100.38 feet; thence South 21° 22'04" West, a distance of 204.89 feet, to a point on the Southerly right-of-way line of Veterans Drive; said point also being on the Northerly line of Lot 2, Skyline Country 3rd Addition, a Subdivision located in said SE 1/4 of Section 13, said line also being the southerly right-of-way line of said Veterans Drive; thence northwesterly along said northerly line of Lot 2 Skyline Country 3rd Addition, on a curve to the right with a radius of 1,008.90 feet, a distance of 104.62 feet, said curve having a long chord which bears North 61°19'18" West, a distance of 104.57 feet, to the Northwest corner of said Lot 2, Skyline Country 3rd Addition; thence South 31°42'23" West, along the Westerly line of said Lot 2, Skyline Country 3rd Addition, a distance of 174.91 feet, to the Northeast corner of Lot 3, said Skyline Country 3rd Addition; thence North 88°57'16" West, along the Northerly line of said Lot 3, Skyline Country 3rd Addition, a distance of 326.67 feet, to the Northwest corner of said Lot 3, Skyline Country 3rd Addition; thence North 02°39'55" West, a distance of 124.76 feet, to a point on the South line of said Northeast Quarter of Section 13; thence South 87°52'11" West, along said South line of the Northeast Quarter of Section 13, a distance of 1,311.24 feet, to the Southwest corner of said Northeast Quarter of Section 13, said point also being the Southeast corner of said Northwest Quarter of Section 13; thence North 02°38'42" West, along the West line of said Northeast Quarter of Section 13, a distance of 193.12 feet, to a point on the Easterly right-of-way line of Skyline Drive;

thence North 31°04'38" East, along said Easterly right-of-way line of Skyline Drive, a distance of 118.88 feet; thence North 02°38'40" West, along said Easterly right-of-way line of Skyline Drive, a distance of 1,757.26 feet; thence North 87° 37'29" East along the Easterly right-of-way line of Skyline Drive, a distance of 35.23 feet; thence North 35°16'26" East, along said Easterly right-of-way line of Skyline Drive, a distance of 34.69 feet; thence South 84°47'25 East, along said Easterly right-of-way line of Skyline Drive, a distance of 80.00 feet; thence North 05° 12'36" East, along said Easterly right-of-way line of Skyline Drive, a distance of 25.00 feet; thence North 34° 07'22" East along said Easterly right-of-way line of Skyline Drive, a distance of 73.02 feet; thence North 25°25'01" East, along said Easterly right-of-way line of Skyline Drive, a distance of 377.41 feet; thence North 71°24'08" East, along said Southerly right-of-way line of Skyline Drive, a distance of 203.75 feet, to a point on the West line of Tax Lot 3, a tax lot located in said Northeast Quarter of Section 13; thence South 02°20'44" East, along said West line of Tax Lot 3, a distance of 65.78 feet, to the Southwest corner of said Tax Lot 3; thence North 87°47'22" East, along the South line of said Tax Lot 3, a distance of 528.00 feet, to the Point of Beginning, containing 88.796 acres more or less.