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GEORGE J. ...
DUNDEE REALTY INVESTMENT COMPANY
DUNDEE REALTY INVESTMENT COMPANY
DUNDEE REALTY INVESTMENT COMPANY
AMENDED DEED OF TRUST,
SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

THIS AMENDMENT ("Amendment") is made as of the 7th day of July, 1988, by and between GOLDOME CREDIT CORPORATION, a Delaware corporation ("Goldome"), and DUNDEE REALTY INVESTMENT COMPANY, a Nebraska general partnership comprised of Howard M. Weiner and A. Richard Weiner as its sole partners ("Dundee").

RECITALS:

This Agreement is made in reference to the following facts and objectives:

A. On or about February 29, 1988, Tzoriss Partnership, a Nebraska general partnership comprised of Dale A. Bahn, H. Steven Rothenberg, and Jack C. Rothenberg as its sole partners ("Tzoriss"), made, executed and delivered to Goldome a promissory note payable to Goldome in the principal amount of \$1,611,051.42 to evidence the indebtedness arising out of a loan of that amount to Tzoriss ("Original Note").

B. To secure the indebtedness evidenced by the Original Note, Tzoriss made, executed and delivered to Goldome, along with other security documents, a Deed of Trust, Security Agreement and Assignment of Rents dated February 29, 1988 ("Original Trust Deed") wherein and whereby the therein described property, both real and personal, was pledged as security for the therein described indebtedness. The Original Trust Deed was filed March 2, 1988, at 1:48 P.M., in Book 3199 at Page 644 of the Mortgage Records of Douglas County, Nebraska.

C. Dundee has agreed to accept a deed and a bill of sale to the Property from Tzoriss and assume Tzoriss's obligations to Goldome, and Goldome has agreed to release Tzoriss from those obligations and has further consented to the assumption of the same by Dundee ("Consent"), and which said obligations are now evidenced by a new amended note of even date herewith between Goldome and Dundee in the amount of \$1,686,051.42.

D. The Consent has been given by Goldome partially in consideration of Dundee's execution and delivery of this Amendment which is intended to amend the Original Trust Deed as hereafter stated by, among other things, increasing the principal amount of the indebtedness to be secured by the Original Trust Deed and substituting Dundee as the trustor thereunder.

E. The parties hereto desire and intend to amend and modify the Original Trust Deed as hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in order to consummate the intent of the parties as set forth in the foregoing recitals, which recitals are made a contractual part of this Amendment, and in consideration of the mutual agreements, provisions and covenants herein contained, the parties agree that the Original Trust Deed is hereby amended by deleting each and all of its terms, and replacing the same with the following:

DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS ("Deed of Trust") made this 7th day of July, 1988, among DUNDEE REALTY INVESTMENT COMPANY, a general partnership organized and existing under the laws of the State of Nebraska, whose mailing address is c/o Howard M. Weiner, 4645 Dodge Street, Omaha, Nebraska 68132, as Trustor, JOSEPH POLACK, ESQUIRE, 301 Century Building, 11213 Davenport Street, Omaha, Nebraska 68154, as Trustee, and GOLDOME CREDIT CORPORATION, whose mailing address is Goldome Center, Two Perimeter Park South, P. O. Box 43200, Birmingham, Alabama 35243, as Beneficiary:

WITNESSETH:

That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, the real estate located in Omaha, Douglas County, Nebraska more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Real Estate"), together with all interest which Trustor now has, or may hereafter acquire, in and to said Real Estate and in and to:

(a) all easements and rights of way appurtenant thereto and all of the estate, right, title, interest, claim and demand whatsoever of Trustor in the Real Estate, either at law or in equity, now or hereafter acquired;

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(b) all structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "Improvements");

(c) all machinery, appliances, apparatus, equipment and fixtures now or hereafter located in, upon or under the Real Estate or the Improvements, or any part thereof, and used or usable in connection with any present or future operation thereof, and all additions thereto and replacements therefore;

(d) all articles of personal property and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, including, without limitation, all furniture and furnishings, now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Real Estate or the Improvements, or any portion thereof, and owned by the Trustor or in which Trustor now has or hereafter acquires an interest;

(e) all of the rents, royalties, issues and profits of the Real Estate and the Improvements, or arising from the use or enjoyment of all or any portion thereof or from any lease, license, concession, occupancy agreement or other agreement pertaining thereto (the "Rents and Profits"), and all right, title and interest of Trustor in and to all leases, licenses and occupancy agreements of the Real Estate or of the Improvements now or hereafter entered into and all right, title and interest of Trustor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by tenants, lessees or licensees, as applicable, of their obligations thereunder;

(f) all building materials and supplies now or hereafter placed on the Real Estate or in the Improvements;

(g) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

(h) all other or greater rights and interests of every nature in the Real Estate and the Improvements and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Trustor.

The property so conveyed hereunder, including the Real Estate, is hereinafter collectively referred to as the "Property".

FOR THE PURPOSE OF SECURING:

A. Payment of the principal sum of One Million Six Hundred Eighty-Six Thousand Fifty-one and 42/100 Dollars (\$1,686,051.42), evidenced by that certain \$1,686,051.42 Amended Promissory Note dated of even date herewith, issued by Trustor to Beneficiary (hereinafter referred to as the "Promissory Note").

B. Payment of late charges and interest of any type or nature, all as calculated as provided in the Promissory Note.

C. Performance, discharge of and compliance with every obligation, covenant and agreement of Trustor incorporated by reference or contained herein, or contained in an Amended Assignment of Leases and Rents, a separate Amended Security Agreement, which, together with this Deed of Trust, Security Agreement and Assignment of Rents, all of even date herewith, are collectively called the "Loan Documents", and any other instrument now or hereafter evidencing or securing the indebtedness evidenced by the Promissory Note.

D. Payment of all fees and charges of Beneficiary set forth herein.

E. Payment of future advances necessary to protect the Property, as provided in this Deed of Trust.

F. Payment of future advances or additions to the principal sum from time to time due under the Promissory Note which are identified as "Deferred Interest" within the Promissory Note, in a total amount not to exceed \$500,000.00.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS:

1. Title: That it is lawfully seized and possessed of a good and indefeasible title and estate to the Property in fee simple and will forever warrant and defend the title thereto against the claims and demands of all persons whatsoever; that it will, at its expense, maintain and preserve the lien of this Deed of Trust as a first and paramount lien upon the Property.

2. Maintenance and Leases:

(a) To keep the Property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, provided that Beneficiary has not retained the proceeds of casualty insurance covering any such damage or destruction, and to pay, when due, all claims for labor performed and materials furnished therefor and for

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any alterations thereof; to comply with the provisions or restrictions affecting the Property; not to remove, demolish or materially alter any building (except that with respect to any proposed building alteration, Beneficiary's consent shall not be withheld unreasonably), or the character or use thereof at any time thereon; not to drill or extract nor to permit the drilling for or extraction of oil, gas or other hydrocarbon substances or any mineral of any kind unless the written consent of Beneficiary is first had and obtained; not to commit or permit any waste thereof or any act upon the Property in violation of law; to do all other acts in a timely and proper manner which from the character or use of the Property may be reasonably necessary to protect and preserve said security the specific enumerations herein not excluding the general.

(b) To faithfully perform all of the covenants of this lessor or landlord under any and all present and future leases affecting the Property, and neither do nor neglect to do, nor permit to be done, anything which may diminish or impair the value of all such leases and property, or the rents provided for in such leases, or the interest of the lessor or of the Beneficiary therein or thereunder.

3. Fire and Casualty Insurance:

(a) To keep the Property insured against loss or damage by fire and other risk or risks which, in the opinion of Beneficiary should be insured against, under policies of insurance with loss payable to Beneficiary in form, amount and companies acceptable to Beneficiary. In any event, the amount shall be no less than the full replacement value of the Property or the total of all amounts or sums secured hereby, whichever is greater. Extended coverage endorsements are required in addition to a continuation of rents provision in a minimum amount equal to no less than six months' rental income from the Property. Liability coverage shall be no less than \$1,000,000.00. Said policies shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of these obligations, which delivery shall constitute an assignment by Trustor to Beneficiary to all rights thereunder, including all return premiums; to deliver to Beneficiary a policy or policies renewing or extending any expiring insurance with a receipt showing premiums paid at least thirty (30) days before expiration. If Trustor fails to so deliver any renewal policies, Beneficiary may procure such insurance as it may elect and may make payment of premiums thereon, which payment is repayable on demand. Neither Trustee nor Beneficiary shall be responsible for obtaining or maintaining such insurance. Beneficiary, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy theretofore delivered to Beneficiary pursuant hereto, and any information concerning the loss secured hereby. In no event and whether or not an Event of Default hereunder has occurred shall Beneficiary, by the fact of approving, accepting or obtaining such insurance, incur any liability for the amount of such insurance, the form or legal sufficiency of insurance contracts, solvency of insurers, or payment of losses by insurers, and Trustor hereby expressly assumes full responsibility therefor and liability, if any, thereunder. In the event of loss, Trustor shall give immediate written notice to Beneficiary, and Beneficiary may, but is not obligated to, make proof of loss if not made promptly by Trustor.

(b) In case of any loss, the amount collected under any policy of insurance on the Property may, at the option of the Beneficiary, be applied by Beneficiary upon any indebtedness and/or obligations secured hereby and in such order and amount as Beneficiary may determine; or said amount, or any portion thereof may, at the option of Beneficiary, either be used in replacing or restoring the Improvements partially or totally destroyed to a condition satisfactory to said Beneficiary, or said amount or any portion thereof, may be released to the Trustor. In any such event neither the Trustee nor the Beneficiary shall be obligated to see the proper application thereof; nor shall the amount so released or used be deemed a payment on any indebtedness secured hereby. Such application, use, and/or release shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done pursuant to such notice. Any unexpired insurance and all returnable insurance premiums shall inure to the benefit of, and pass to, the purchaser of the Property covered thereby at any Trustee's sale or judicial foreclosure sale held hereunder. If said Property is sold pursuant to the power of sale contained herein or pursuant to any decree of foreclosure, all right, title and interest of Trustor in and to the proceeds of fire and other insurance policies for damage prior to the sale, which proceeds are not received prior to the date of said sale, shall belong to Beneficiary.

(c) That together with, and in addition to the monthly payment of principal and/or interest, and on the same date on which the principal and/or interest is payable under the terms of the Promissory Note secured hereby, Trustor shall deposit with Beneficiary, in a noninterest bearing account, a sum equal to one-twelfth (1/12) of the yearly taxes and assessments which may be levied against the Property and which may attain priority over this Deed of Trust and ground rents, if any. If at any time Trustor fails to provide Beneficiary with paid up policies of insurance prior to thirty (30) days before the scheduled expiration date thereof affording the coverages required in subparagraph (a) above, then, in such event, Beneficiary may also require that Trustor deposit with Beneficiary one-twelfth (1/12) of the yearly premiums for insurance that will become due and payable regarding fire or such other hazards as may reasonably be required by Beneficiary. If the amount of funds held shall exceed, at any time, the amount deemed necessary by Beneficiary to provide for the payment of taxes, assessments, ground rents and insurance premiums (if required, as set forth above) as they fall due, such excess shall be repaid to Trustor or credited to Trustor, as Beneficiary may determine. If the amount of funds held shall not be sufficient at any time to pay taxes, assessments, ground rents and insurance premiums (if required, as set

forth above as they fall due, Trustor shall pay to Beneficiary any amount necessary to make up the deficiency upon notice from Beneficiary to Trustor requesting payment thereof. Upon payment in full of all sums secured by this Deed of Trust, Beneficiary shall promptly refund to the Trustor any funds held.

4. Taxes and Other Sums Due: To pay, satisfy and discharge, at least ten (10) days before delinquency, all general and special taxes and assessments affecting the Property, and in no event later than the date such amounts become due:

(a) all encumbrances, charges and liens, with interest, on the Property, or any part thereof, which are, or appear to Beneficiary to be prior to or superior hereto;

(b) all costs, fees and expenses of this trust, whether or not described herein;

(c) fees or charges for any statement regarding the obligation secured hereby in any amount demanded by Beneficiary, not to exceed the maximum amount allowed by law therefor at the time when such request is made;

(d) such other charges as the Beneficiary may deem reasonable for services rendered by Beneficiary and furnished at the request of Trustor or any successor in interest to Trustor;

(e) if the Property includes a leasehold estate, all payments and obligations required of the Trustor, or his successor in interest, under the terms of the instrument or instruments creating such leasehold, Trustor hereby agreeing not to amend, change, or modify his leasehold interest or the terms on which he has such leasehold interest, or to agree to do so, without the written consent of Beneficiary being first obtained; and

(f) all payments and monetary obligations required of the owner of the Property under any declaration of covenants, conditions and restrictions pertaining to the Property or any modification thereof.

Should Trustor fail to make any such payment, Beneficiary, without contesting the validity or amount, may elect to make or advance such payment, together with any costs, expenses, fees or charges relating thereto, including employing counsel and paying his reasonable fees. Trustor agrees to notify Beneficiary immediately upon receipt by Trustor of notice of any increase in the assessed value of the Property and agrees that Beneficiary, in the name of Trustor, may contest by appropriate proceedings such increase in assessment.

In the event of the passage of any law deducting from the value of real property for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of deeds of trust or debts secured by deeds of trust for state or local purposes, or the manner of the collection of any such taxes, so as to affect this Deed of Trust, the holder of this Deed of Trust and of the obligations which it secures shall have the right to declare all sums secured hereby due as of a date to be specified by not less than 30 days' written notice to be given to Trustor by Beneficiary; provided, however, that such election shall be ineffective if Trustor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when hereafter levied or assessed against the Property.

5. Sums Advanced to Bear Interest: To pay immediately upon demand any sums advanced or paid by Beneficiary or Trustee under any clause or provision of this Deed of Trust. Any such sums, until so repaid, shall be secured hereby and bear interest from the date advanced or paid at the same rate as the Promissory Note and shall be secured by this Deed of Trust.

6. Assignment of Deposits: That as further additional security if this be a construction loan, Trustor hereby transfers and assigns to Beneficiary during continuance of these Trusts, all right, title and interest to any and all monies deposited by Trustor or deposited on behalf of Trustor with any city, county, public body or agency, sanitary district, gas and/or electric company, telephone company and any other body or agency, for the installation or to secure the installation of any utility by Trustor, pertaining to the Property.

7. Default Provisions: Time is of the essence hereof. Upon the occurrence of any one of the following (hereinafter an "Event of Default"), which is not cured within any applicable grace period specified herein, the payment of all principal, interest and any other sums due in accordance with the terms of the Promissory Note secured hereby shall, at the option of the Beneficiary, be accelerated and such principal, interest and other sums shall immediately be due and payable without notice or demand, and the Beneficiary shall have the option to foreclose judicially or extrajudicially through power of sale of any and all liens securing the payment thereof:

(a) The Trustor fails to pay within ten (10) days of the scheduled due date any amounts due under the Promissory Note, unless such default is cured within five (5) days after written notice of such failure from Beneficiary to Trustor, if such written notice is required to be given as determined pursuant to the last sentence of this paragraph 7;

(b) The Trustor fails to observe, perform or pay any covenant, agreement or obligation contained in any of the Loan Documents, or any other document now or hereafter evidencing or securing the indebtedness evidenced hereby, unless such failure is cured within thirty (30) days after written notice of such failure from Beneficiary to Trustor; or

(c) The Trustor makes an assignment for the benefit of creditors, generally does not pay its debts as they become due, files a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. §101 et seq. (the "Bankruptcy Code"), is adjudicated an insolvent, files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under the Bankruptcy Code, or any other present or future statute, law, rule or regulation, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to the filing of such a petition or acquiesces in the appointment of a trustee, receiver, custodian or other similar official for it, or all of its, or a substantial part of its assets or properties, or takes any action looking to its dissolution or liquidation; or

(d) If an order for relief under the Bankruptcy Code is entered against Trustor; or if a final order, judgment or decree shall be entered against Trustor by a court of competent jurisdiction which, together with other outstanding orders, judgments, and decrees against Trustor exceeds an aggregate of \$10,000.00, and such final order, judgment or decree shall continue in effect for any period of twenty (20) consecutive days without a stay of execution; or

(e) Should it be discovered after the execution and delivery of this instrument that there is a defect in the title to, or a lien or encumbrance of any nature, on the Real Estate or personal property described in the Loan Documents prior to the lien of Trustor in the Loan Documents, and not disclosed in the policy of title insurance issued to Beneficiary insuring the priority of the Loan Documents covering the Real Estate, unless such defect is cured within twenty (20) days after written notice of such defect from Beneficiary to Trustor; or

(f) If any prior lien, encumbrance or homestead claim is determined to exist against the Real Estate adverse to the priority of the lien given to Beneficiary in said Loan Documents and not disclosed in the policy of title insurance issued to Beneficiary insuring the priority of this Deed of Trust, unless Trustor shall, within twenty (20) days after demand by Beneficiary, satisfy or otherwise secure the release of such prior lien, encumbrance or homestead claim; or

(g) Should Trustor, or any successor in interest of Trustor, voluntarily or involuntarily, sell, exchange, convey, transfer, contract to sale, further lease with option to purchase, change the character or use of, or further encumber the Real Estate, or any part thereof, or any interest therein, except as permitted in said Loan Documents, without the prior written consent of Beneficiary in each such instance first had and obtained; or

(h) Should Trustor be divested of title to the Real Estate, or any part thereof, or any interest therein, either voluntarily or involuntarily, as a result of any condemnation proceedings, except where the proceeds of such proceedings are paid to Beneficiary; or

(i) If title to the Real Estate be subjected to any lien or charge, voluntarily or involuntarily, contractual or statutory, except as permitted by the Loan Documents, without the prior written consent of Beneficiary in each such instance first had and obtained; or

(j) If Howard M. Weiner and A. Richard Weiner, the present partners of Trustor (the "Partners"), are at any time not the owners of one hundred percent (100%) of the general partnership interests of Trustor and actively engaged on a daily basis in the management of the business of Trustor, provided, however, each of the Partners shall be entitled to transfer up to 50% of their respective interest in Trustor to their spouse or children; or

(k) If any of the events in (c) or (d) above occurs with respect to any of the Partners.

Beneficiary shall have no obligation to send Trustor written notice of default under paragraph 7 (a) above if, within the 12 month period preceding the failure to pay, Beneficiary has previously sent two such notices to Trustor.

IT IS MUTUALLY AGREED THAT:

8. Litigation: Trustor shall defend this Trust in any action or proceeding purporting to affect the Property, whether or not it affects the security hereof, or purporting to affect the rights or powers of Beneficiary or Trustee, and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of the Property, and either Trustee or Beneficiary is hereby authorized, without obligation so to do, to commence, appear in or defend any such action, whether brought by or against Trustor, Beneficiary or Trustee, or with or without suit, to exercise or enforce any other right, remedy or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding; and Trustor or Beneficiary may appear or intervene in any action or proceeding, and retain

conceal therein; and take such action therein, as either may be advised and may settle, compromise or pay the same or any other claims and, in the behalf and for any of said purposes, may expend and advance such sums of money as either may deem necessary. Whether or not Trustor so appears or defends, Trustor on demand shall pay all costs and expenses of Beneficiary and Trustee, including costs of evidence of title and Attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear by virtue of being made a party defendant or otherwise and irrespective of whether the interest of Beneficiary or Trustee in the Property is directly questioned by such action, including but not limited to any action for the condemnation or partition of the Property.

9. Condemnation: All sums due, paid or payable to Trustor, or any successor in interest of Trustor, whether by way of judgment, settlement or otherwise, (a) for injury or damage to the Property, or (b) in connection with any condemnation for public use or injury to the Property or any part thereof, or (c) in connection with the transaction financed by the loan secured hereby, or (d) arising out of all causes of action, whether accruing before or after the date of this Deed of Trust, sounding in tort or contract, including causes of action for fraud or concealment of a material fact, together with the settlements, proceeds, awards and damages, direct and consequential, in connection therewith, are hereby absolutely and irrevocably assigned and shall be paid to Beneficiary. Beneficiary shall be entitled, at its option, to commence, intervene in, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with any such taking or damage. Trustor agrees to execute such further assignments of any compensation, award, damages, rights of action and proceeds as Beneficiary may require.

All amounts received by Beneficiary pursuant to this Deed of Trust, in connection with any condemnation for public use of, or injury to, the Property, are to be applied, at the option of Beneficiary, upon any indebtedness secured hereby. No such application, use or release shall cure or waive any default, or notice of default, hereunder or invalidate any act done pursuant to such notice.

10. Consent, Partial Reconveyance, Etc.: That at any time, or from time to time, without liability therefor, and without notice, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, or the lien of this Deed of Trust upon the remainder of the Property for the full amount of the indebtedness then or thereafter secured hereby, or the rights or powers of the Beneficiary or the Trustee with respect to the remainder of the Property, Trustee may, upon written request of Beneficiary, (a) reconvey any part of the Property, (b) consent to the making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement or any agreement subordinating the lien or charge hereof.

11. Full Reconveyance: That, upon written request of Beneficiary stating that all sums secured hereby have been paid, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be designated as "the person or persons legally entitled thereto." Such request and reconveyance shall operate as a reassignment of the rents, income, issues and profits hereinbefore assigned to Beneficiary.

12. Right to Collect and Receive Rents and Profits: Notwithstanding any other provisions hereof, Beneficiary hereby grants permission to Trustor to collect and retain the rents, income, issues and profits of the Property as they become due and payable, but reserves the right to revoke such permission at any time by notice in writing to Trustor, mailed to Trustor at his last known address in the event of the occurrence of an Event of Default, as defined in this Deed of Trust, if not cured within any applicable grace period. On any such Event of Default, Beneficiary may at any time without notice, either in person, by agent, or by receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness secured hereby, enter upon and take possession of the Property, or any part thereof, make, cancel, enforce or modify leases; obtain and eject tenants, set or modify rents; in its own name sue or otherwise collect the rents, income, issues and profits thereof, including those past due and unpaid; and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby and in such order as Beneficiary may determine; and except for such application, Beneficiary shall not be liable to any person for the collection or noncollection of any rents, income, issues or profits, for the failure to assert or enforce any of the foregoing rights, nor shall Beneficiary be charged with any of the duties and obligation of a mortgagee in possession. The entering upon and taking possession of the Property, the collection of such rents, income, issues or profits, the doing of other acts herein authorized, and the application thereof as aforesaid, shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. Judicial Foreclosure or Trustee's Sale on Default:

(a) Upon the occurrence of one or more Events of Default as defined in this Deed of Trust, or default by Trustor in the performance of any other agreement hereunder, or under any instrument or agreement secured hereby, Beneficiary may declare all sums secured hereby immediately due and payable and, at the option of the Beneficiary, this Deed of Trust may be foreclosed in the manner provided by law for the foreclosure of mortgages on real property; or may be sold in the manner provided in the Nebraska Trust Deeds Act under the power of sale conferred upon the Trustee hereunder.

(b) In the event that the Property is sold pursuant to the power of sale conferred upon the Trustee hereunder, the Trustee shall cause to be filed of record a written notice of default and election to sell the Property. After the lapse of such time as then may be required by law following recordation of such notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property, either as a whole or in separate parcels, and in such order as it or Beneficiary may determine at public auction to the highest bidder. Trustee may postpone the sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recital in such deed of any matters of fact or otherwise shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at such sale. Trustee may also sell at any such sale and as part thereof any shares of corporate stock securing the obligation secured hereby. (Beneficiary at its option may also foreclose on such shares by independent pledge sale.) The Trustee shall apply the proceeds of the Trustee's sale, first, to the costs and expenses of exercising the power of sale and of the sale, including the payment of Trustee's fees actually incurred, not to exceed five percent of the principal balance unpaid at the time of recording the notice of default, second, to the payment of the obligation secured by this trust deed, third, to the payment of junior trust deeds, mortgages or other liens, and the balance, if any, to the person or persons legally entitled thereto.

(c) Trustor agrees, for itself and any and all persons or concerns claiming by, through or under Trustor, that if it, or any one or more of them, shall hold possession of the above described Property, or any part thereof, subsequent to foreclosure hereunder, it, or the parties so holding possession, shall become, and be considered as, tenants at will of the purchaser or purchasers at such foreclosure sale; and any such tenant failing or refusing to surrender possession upon demand shall be guilty of forcible detainer and shall be liable to such purchaser or purchasers for reasonable rental of the Real Estate, and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages which may be sustained by any such tenant as a result thereof being hereby expressly waived.

14. Personal Property: This Deed of Trust is also intended to encumber and create, and Trustor does hereby grant to Beneficiary, a security interest in any and all of the Property which is personal property owned by Trustor and now or hereafter located on or used in connection with the Property including, but not limited to, all equipment, fixtures, furniture, appliances and articles of personal property owned by Trustor and now or hereafter located on, attached to or used in and about the Improvements which are necessary to the complete and comfortable use and occupancy of the Improvements for all purposes for which they are intended and such other goods and chattels and personal property owned by Trustor as are ever to be used or furnished in operating the Improvements, or the activities conducted therein, and all renewals or replacements thereof or substitutions thereof, whether or not the same shall be attached to the Improvements in any manner, and all building materials and equipment hereafter situate on or about the Real Estate or the Improvements. The foregoing security interest shall also cover Trustor's leasehold interest in any of the foregoing items which are leased by Trustor. Trustor shall, from time to time, upon request of Beneficiary, provide Beneficiary with a current inventory of all of the personal property in which the Beneficiary is granted a security interest hereunder, in such detail as Beneficiary may require.

15. Security Agreement: This Deed of Trust constitutes a security agreement between Trustor and Beneficiary with respect to all personal property in which Beneficiary is granted a security interest hereunder, and, cumulative of all other rights and remedies of Beneficiary hereunder, Beneficiary shall have all of the rights and remedies of a secured party under the Nebraska Uniform Commercial Code. Trustor hereby agrees to execute and deliver on demand and hereby irrevocably constitutes and appoints Beneficiary the attorney-in-fact of Trustor to execute and deliver and, if appropriate, to file with the appropriate filing officer or officers such security agreements, financing statements, continuation statements or other instruments as Beneficiary may request or require in order to impose, perfect or continue the perfection of the lien or security interest created hereby. Upon the occurrence of any default hereunder not cured within any applicable grace period, Beneficiary shall have the right to cause any of the Property which is personal property and subject to security interest of Beneficiary hereunder to be sold in one of public or private sales as permitted by applicable law, including at a sale held in conjunction with the sale of the Property by Trustee, as provided for in this Deed of Trust, and Beneficiary shall further have all rights and remedies, whether at law in equity or by statute, as are available to secured creditors under applicable law. Any such disposition may be conducted by an employee or agent of Beneficiary or Trustee. Expenses of retaking, holding, preparing for sale, selling or the like shall be born by Trustor and shall include Beneficiary's and Trustee's fees and legal expenses. Beneficiary shall have the right to enter upon the Real Estate and the Improvements or any other real property or any personal property which is the subject of the security interest granted herein as located to take possession of, assemble and collect such personal property or to render it unusable, or Trustor, upon demand of Beneficiary, shall assemble such personal property and make it available to Beneficiary at a place deemed reasonably convenient to Beneficiary. If notice is required by law, Beneficiary shall give Trustor at least three (3) days' prior written notice of the time and place of any public sale or other disposition of the Property or of the time of or after which any private sale or other intended

disposition is to be made, and, if such notice is sent to Trustor, as the same is provided for the mailing of notices herein, it is hereby deemed that such notice shall be and is reasonable notice to Trustor. Any sale made pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a reasonably commercial manner if held contemporaneously with the sale under the power of sale granted in this Deed of Trust upon giving the same notice with respect to the sale of the personal property hereunder as is required with respect to the sale under the power of sale given the Trustee under this Deed of Trust.

16. **Fixture Financing Statement:** This Deed of Trust is intended to be a financing statement within the purview of the Nebraska Uniform Commercial Code with respect to those items of the Property as constitute fixtures on the Real Estate. The address of Trustor (Debtor) and Beneficiary (Secured Party) are set forth on the first page of this Deed of Trust. This Deed of Trust is to be filed for record with the Register of Deeds of Hall County, Nebraska where the Real Estate is located. Trustor is the record owner of the Real Estate.

17. **Substitution of Trustee:** That Beneficiary may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary and recorded in the office of the registrar of deeds of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, power and duties.

18. **No Waiver by Beneficiary:** No waiver by Beneficiary of any right under this Deed of Trust shall be effective unless in writing. Waiver by Beneficiary of any right granted to Beneficiary under this Deed of Trust or of any provision of this Deed of Trust as to any transaction or occurrences shall not be deemed a waiver as to any future transaction or occurrences. By accepting payment of any sum secured hereby after its due date, or by making any payment or performing any act on behalf of Trustor that Trustor was obligated hereunder, but failed to make or perform, or by adding any payment so made by Beneficiary to the indebtedness secured hereby, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay.

19. **Time of the Essence:** Time is of the essence in all Trustor's obligations hereunder.

20. **Inspection and Business Records:** In addition to the financial reporting requirements of the Promissory Note, upon Beneficiary's request, Trustor shall, at any time, furnish to Beneficiary a current rent roll, including, but not limited to, the current status of leases covering the Property, together with rentals and related information, and allow Beneficiary, or its representatives, to enter on and inspect the Property and Trustor's financial books and records pertaining to the Property. Such information shall be provided to Beneficiary at no expense to Beneficiary.

21. **Remedies:** No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Trustee or Beneficiary, or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue inconsistent remedies. If Beneficiary holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of Trustor, Beneficiary may, at its option, offset against any indebtedness secured hereby, and the Beneficiary is hereby authorized and empowered at its option, without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any indebtedness of the Trustor to the Beneficiary any and all sums of money of Trustor which Beneficiary may have in its possession or under its control, including without limiting the generality of the foregoing, any savings account, deposit, investment certificate, escrow or trust funds.

22. **Acknowledgment:** Trustor agrees and acknowledges that prior to the execution of this Deed of Trust, Trustor did acknowledge in writing and hereby confirms again that (a) this Deed of Trust is not a mortgage, but a deed of trust, (b) that the power of sale provided for herein provides substantially different rights and obligations for Trustor than a mortgage in the event of a default or breach of any obligation hereunder, and (c) the aforementioned written acknowledgment was executed prior to the execution of this Deed of Trust.

23. **Illegality:** In the event that any provision or clause of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust are declared to be severable.

24. **General Provisions:** (a) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. (b) The term "Beneficiary" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Beneficiary herein. (c) Wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa. (d) Captions

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and paragraph herein used herein are for convenience only, are not a part of this agreement, and shall not be used in construing it. (a) The term "Trustor" shall mean the original Trustor hereunder and any subsequent owner of the trust property who acquires same subject to this Deed of Trust with the consent of the Beneficiary. If more than one person is now or hereafter named herein as Trustor, each obligation of Trustor shall be the joint and several obligation of each such person. (f) The rights or remedies granted hereunder, or by law, shall not be exclusive, but shall be concurrent and cumulative.

25. TRUSTEE ACCEPTS this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party, unless brought by Trustee.

26. Address for Mailing Notices: Trustor hereby requests that a copy of any notice of default and a copy of any notice of sale hereunder shall be mailed to each person itemized below at the address indicated:

If to Trustor: Dundee Realty Investment Company,
a Nebraska general partnership
c/o Howard M. Weiner
4645 Dodge Street
Omaha, Nebraska 68132

If to Trustee: Joseph Polack, Esquire
301 Century Building
11213 Davenport Street
Omaha, Nebraska 68154

If to Beneficiary: Goldome Credit Corporation
Goldome Center
Two Perimeter Park South
P. O. Box 43200
Birmingham, Alabama 35243

27. Nebraska Law: This Deed of Trust, the rights of the Beneficiary hereunder and the Promissory Note secured hereby shall be construed and enforced according to the laws of the State of Nebraska.

28. Relationship of Parties:

No Equity Interest or Partnership. This Deed of Trust is intended to secure the obligations of the Trustor to repay the indebtedness secured hereby in accordance with the terms of the Promissory Note and nothing herein is intended to be construed as creating for the Beneficiary any interest in the Property, other than the security interests described herein.

29. Exculpatory Clause:

(a) By accepting this Deed of Trust, Beneficiary agrees that the obligation of the Trustor contained in the Promissory Note to pay the principal amount thereof with interest as therein provided is included therein for the sole purpose of establishing the existence of said indebtedness, Beneficiary's source of satisfaction of said indebtedness and all obligations of the Trustor under the Promissory Note and the Loan Documents being limited to the Property, including the rents, issues and profits therefrom and the rights and condemnation awards and insurance policies and proceeds, all as described in the Loan Documents, and Beneficiary agrees that it shall not seek to enforce against the Trustor, or any general partner of the Trustor, any personal judgment for any sum of money which is, or may be, payable under the Promissory Note or any of the Loan Documents for any deficiency remaining after the foreclosure of the Loan Documents.

(b) Notwithstanding the provisions of subparagraph (a) above, nothing in this Paragraph 29 shall be deemed to:

(i) be a release, waiver, discharge or impairment of the Promissory Note, the Loan Documents, or any other instruments now or hereafter given to evidence or secure the indebtedness evidenced by the Promissory Note;

(ii) preclude Beneficiary from foreclosing the Loan Documents or exercising any power of sale contained herein in case of any default under the Promissory Note or the Loan Documents;

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(iii) insure the enforcement of any of its other rights under applicable law under the Loan Documents or under any other instrument now or hereafter given to evidence or secure the loan secured hereby, including, but without limitation, the appointment of a receiver or putting into effect the assignment of rents, issues and profits contained in this Deed of Trust or in the Amended Assignment of Leases and Rents; or

(iv) release the Trustor, or either Partner, from personal liability on account of any and all of the following, for which Trustor and Partners shall jointly and severally be fully liable:

(a) any security deposits deposited with the Trustor, to the extent that such security deposits are not properly applied pursuant to the terms of applicable leases;

(b) any rents and other income derived from the Property after (i) notice of the exercise by Beneficiary of its rights under the Amended Assignment of Leases and Rents or (ii) the occurrence of an Event of Default, which are not applied directly to the payment of expenses for the operation or maintenance of the Real Estate;

(c) any insurance policy proceeds or condemnation awards that are collected or received by Trustor, or that are not properly applied or utilized as required by the Loan Documents;

(d) Deferred Interest, as that term is defined within the Promissory Note; or

(e) Any and all advances made to or for the benefit of Trustor from the Additional Fund, as that term is defined within the Promissory Note; or

(f) Any and all damages incurred by Beneficiary resulting from or arising out of Trustor's or either of Partners' fraudulent conduct or material misrepresentation.

IN WITNESS WHEREOF, the undersigned have executed this Amendment and the herein contained Deed of Trust on the date first above written.

DUNDEE REALTY INVESTMENT COMPANY,
a Nebraska general partnership

By: Howard M. Weiner
Howard M. Weiner, Partner

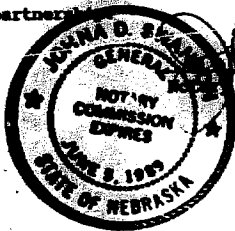
By: A. Richard Weiner
A. Richard Weiner, Partner

GOLDOME CREDIT CORPORATION,
a Delaware corporation

By: Steven G. White
Its: Asst. Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

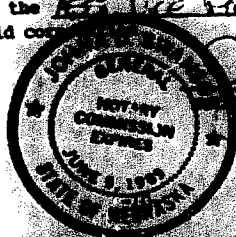
The foregoing instrument was acknowledged before me, a Notary Public, this 7 day of July, 1988, by Howard M. Weiner and A. Richard Weiner, Partners of Dundee Realty Investment Company, a Nebraska general partnership, on behalf of said partnership.



Steven G. White
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 7 day of July, 1988, by Steven G. White, the Asst. Vice President of Goldome Credit Corporation, a Delaware corporation, on behalf of said corporation.



Steven G. White
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

821
21
Arlington Apartments and Duplex

Lots 3, 4 and the East 45 feet of Lot 5, in Block 115, in Dundee Place, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska. 39-9840

567
67
Genoa and Sagamore Apartments

The East 54 feet of the South 155.50 feet of the North 270 feet of Lot 9, in Block 4, Park Place, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

AND

844
44
Lot 6, in Block 2, in Brennan Place, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

823
821
Glendale Apartments

Lots 23 and 24, in Block 113, in Dundee Place, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.

829
828
Morton Theater Building

The West 10.00 feet of Lot 9 and all of Lot 10, in Block 100, Dundee Place, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska;

and a strip of ground 7.00 feet wide North and South by 60.00 feet long East and West, being the North half of the vacated alley adjoining said property on the South;

and the East triangular part of the North 100.00 feet of Lot 11, in Block 100, said Dundee Place, more particularly described as follows: Commencing at the Northeast corner of Lot 11, Block 100, Dundee Place and running thence South along the line between Lots 10 and 11 in said Block 100, 100.00 feet; thence Northwesterly direction in a straight line to a point on the North line of said Lot 11, 6 inches West of the Northeast corner thereof; thence East 6 inches to the Place of Beginning.

837
829
Roycroft Apartments

Lots 7, 8 and the East 40 feet of Lot 9, in Block 100, in Dundee Place, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

copy
2980