

11/21/86
194 p. 40310
released in full (against land)

K & S Properties, Inc
formerly known as Middlebrook Properties, Inc.
a Kansas Corp

Revised:
5/29/86

STARPP

- 113512 Lot 2, Recpt 1
- TR. 43623 Lot 18 #19
- TA 35708 Lts 24+25
- TA31167 Lts 18+19
- TA. 21107 Repts III+IV
- TA-16804 LOTS 3, 4, 14+15
- TA-16177 - Lot 8
- TA-12118 - Lot 8
- TA 11093 - Lots 2+16

5710 Lot 1

See TA-5847 - all lots
mfg

Tanell says Bellevue Business Park is
in City of Bellevue. 10-4-84

Re: 100' OPPD Overhead Power Line Case:

47-123 Millard Properties' quote case to OPPD
over a 100' wide strip (shown on picture plot)

149-433 deed from OPPD to Millards for 50' wide
strip being 25' on either side of the same center-
line described in 47-123. (They decided back
the center 50' of the 100' strip - I'm sure they didn't
intend to do that because it leaves ~~two~~ two 25'
wide strips which are non-contiguous to each other.)

9-72 - plot survey filed 5 years later shows the
case as 100' wide.

57-1094

DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a corporation, for and in consideration of One Dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have received by virtue of the restrictive covenants contained in the dedication of Bellevue Business Park, an addition to Sarpy County, Nebraska, as surveyed, platted and recorded, over, along, upon and above the following described lots.

A strip of land Five feet (5') in width abutting all side lot lines and a strip of land Eight feet (8') in width abutting all rear lot lines of Lots One (1) through Twenty-six (26), Bellevue Business Park, an addition to Sarpy County, Nebraska, as surveyed, platted and recorded.

IN WITNESS WHEREOF, the undersigned has set its hand this 7 day of November, 1984



1800 OMAHA PUBLIC POWER DISTRICT

FILED SARPY CO., NEB.
BOOK 57 of New Rec.
PAGE 1094

1984 NOV 13 PM 1:29

Carl P. Hedges
REGISTER OF DEEDS

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 7th day of November, 1984, before me the undersigned, a Notary Public in and for said County, personally came G. P. Babic Senior Assistant General Manager of Omaha Public Power District, a corporation, to me personally known to be the Senior Assistant General Manager and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by his authority.

WITNESS my hand and Notarial Seal at Omaha, in said County the day and year last above written.

G. P. Babic
Senior Assistant General Manager



12555

DUPLICATES CHIPPED

C. D. No. 4416

made and entered into this

... construction ...
... across the line (hereinafter
... referred to as "line") across the right of
... and across the tracks of the Railroad Company,
... the center line of the track
... north of the north line of
... 14 North, Range 1, East
... 14 North, Range 1, East
... the location shown by dashed
... line. The attached sketch

... is mutually agreed by and between

... the sum of five dollars (\$5.00)
... the Railroad Company upon the
... and in further consideration
... he will be bound to
... the right to construct and
... the right to maintain and operate
... any and all tracks
... line or other

... in Perry County, Missouri

MISCELLANEOUS 1 9

PLX
New

The foregoing grant is subject and subordinate to the prior and continuing right and obligation of the Railroad Company to use and maintain its entire railroad right of way in the performance of its public duty as a common carrier, and is also subject to the right and power of the Railroad Company to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, telegraph, telephone, signal or other pole and wire lines, pipe lines and other facilities upon, along or across any or all parts of said right of way, all or any of which may be freely done at any time or times by the Railroad Company without liability to the Licensee or to any other party for compensation or damages.

The foregoing grant is also subject to all outstanding superior rights (including those in favor of telegraph and telephone companies, lessees of said right of way, and others) and the right of the Railroad Company to renew and extend the same.

Section 2. CONSTRUCTION AND MAINTENANCE.

The Pipe Line shall be constructed, maintained, repaired, renewed, modified and/or reconstructed by and at the expense of the Licensee and all work on said right of way in connection therewith shall be done under the supervision and to the satisfaction of the Railroad Company. All expenses incurred by the Railroad Company in connection with said work for supervision or inspection, or otherwise, shall be borne by the Licensee.

The portion of portions of the Pipe Line located, or to be located, underneath said track or tracks shall consist of

2-1/2 inch diameter pipe, placed at a depth of not less than 4.5 feet below the base of the rails of said track or tracks, and prior to the commencement of any work in connection with such portion or portions of the Pipe Line (whether of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal), the Licensee shall submit to the Railroad Company plans setting out the method and manner of handling the work and shall not proceed with the work until such plans shall have been approved by the Chief Engineer of the Railroad Company and then only under the supervision of said Chief Engineer or his representative. The Railroad Company shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time such work is being done, and, in the event the Railroad Company provides such support, the Licensee shall pay to the Railroad Company, within fifteen days after bills shall have been rendered therefor, all expense incurred by the Railroad Company in connection therewith, which said expense shall include all assignable costs plus ten per cent (10%) to cover elements of expense not capable of exact ascertainment.

The Licensee shall keep and maintain the roll over the Pipe Line thoroughly compacted and the grade even with the adjacent surface of the ground.

PLX

MISCELLANEOUS 19

Nothing in this section contained shall obligate the Licensee to remove the Pipe Line because of terminations of this license with respect to same under the provisions of Section 7 hereof in cases where the Licensee shall have made arrangements for the continuation of the Pipe Line with the grantee or grantees of the Railroad Company.

Section 11. WAIVER OF BREACH.

The waiver by the Railroad Company of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Railroad Company to avail itself of any subsequent breach thereof.

Section 12. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this agreement without the written consent of the Railroad Company.

Section 13. EFFECTIVE DATE - TIME.

This agreement shall take effect as of the 19th day of April 1955 and shall continue in full force and effect until terminated as herein provided.

Section 14. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 12 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate as of the date first hereinabove set forth.

Witness:



UNION PACIFIC RAILROAD COMPANY.

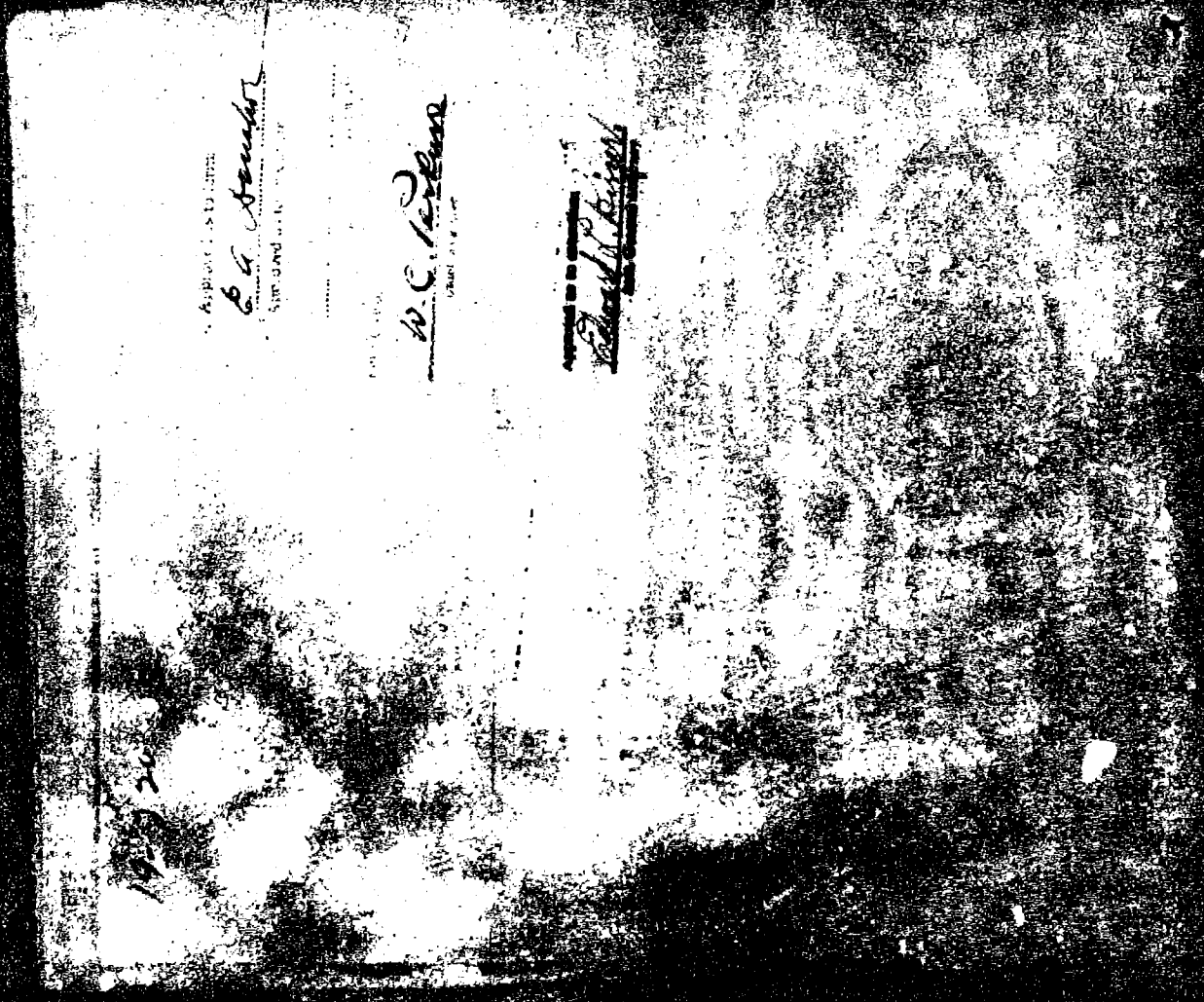
General Manager

W. H. R. Rainey

W. H. R. Rainey
General Manager

Ind.

MISCELLANEOUS 10



MISCELLANEOUS 10

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On this 1st day of Sept, 1921.

before me a Notary Public in and for said county in the state of Nebraska, personally appeared **E. H. BAILEY**, to me personally known and to me personally known to be the General Manager of Union Pacific Railroad Company and to be the same person whose name is subscribed to the foregoing instrument, and who being by me duly sworn, did say that he is the General Manager of Union Pacific Railroad Company; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and the said E. H. Bailey acknowledged said instrument to be his free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires August 31, 1927
E. H. Bailey
Notary Public



enb

MISCELLANEOUS 19

STATE OF Michigan
COUNTY OF Ango

On this 26th day of August

A. D. 1955, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the

above named WILLIAM V. HANCOCK

who is personally known to me to be the identical person whose name is affixed to the foregoing instrument as Licenses, and then and there acknowledged the execution of said instrument to be his voluntary act and deed.

WITNESSED my hand and notarial seal at Ango
_____ in said County, on the day and year

Just above mentioned.

My commission expires February 10, 1956



W. V. Hancock
Notary Public

(Seal)

Residing at Ango, Michigan

MISCELLANEOUS 1 0

Witness:

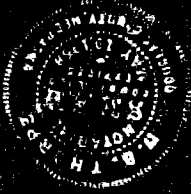
BY: Blair

STATE OF ILLINOIS, }
COUNTY OF COCKERILL } SS.

On this _____ day of _____, 19____, before the undersigned, a Notary Public in and for said county, appeared _____

personally known to me to be the person, whose name is affixed to the foregoing instrument, and acknowledged the same to be a voluntary act and deed and the voluntary act and deed of the above named corporation.

Witnessed my hand and seal this day and date last above written.



Approved as to form
E.H.S.
General Attorney

Notary Public

Blair
180

MISCELLANEOUS 1 9

17-279
WAIVER AGREEMENT

THIS AGREEMENT, between THE METROPOLITAN UTILITIES DISTRICT
first party, and

second party, WIVES:ETH:

That, for good and valuable consideration, a license, privilege or permit shall be granted to the second party, subject to the rules and regulations of the said METROPOLITAN UTILITIES DISTRICT in that behalf, to make a connection for the supply of water to the premises on the following-described real estate, situated in the county of _____, Lewis, state of Nebraska, and more particularly described as follows, to wit:

IN CONSIDERATION of the foregoing, said second party, being the owner of the above-described real estate agrees, in the event said above-described real estate shall be now or hereafter included in a Water Main District and become subject to assessment for the extension of a water main in said District, that said second party will and does hereby waive all objections to the creation of said water Main District and to the levy and assessment of a special tax against said real estate to pay the cost of said extension of a water main in said water Main District, and that said second party will re-conquest the service herein provided for with any permanent service main installed by said first party and at second party's expense

IT IS UNDERSTOOD that this Agreement shall be binding upon the parties hereto, their successors, heirs, assigns or representatives.

WITNES our hands this _____ day of _____, 19____

MISCELLANEOUS 1 9

58-873

NOTICE OF FILING OF CORRIDOR DESIGNATION PROTECTION

Notice is hereby given pursuant to the provision of RRS Nebraska Chapter 39, Articles 1311 thru 1311.05 that corridor protection has been filed on the following properties abutting the South Kennedy Expressway and adjoining county roads and city streets in Sarpy County. The ownerships listed below were of record as of MAY 1, 1985. For additional information refer to Corridor Protection Plan No. F-28(11) filed in SARPY COUNTY ON 6-29-76 or call (402) 479-4761.

No	Owner	Description
✓ 1	ALFRED & JOSEPH CASICO, TC	NE4SW4, NW4SW4, SEC 15-T14N-R13E
✓ 2	SELDING PROPERTIES, INC.	LOT 1, LOTS 2 & 8, SOUTH WOODS ADDITION
✓ 3	KAISER ALUMINUM & CHEMICAL CORP	PT SE4, SEC 15-T14N-R13E
✓ 4	SOUTHGATE APARTMENTS ASSOCIATION, LTD	LOTS 4, 5 AND VACATED KANSAS DRIVE, SOUTH WOODS ADDITION
✓ 5	MILLARD INVESTMENT CO., A NEBR CORP	LOT 3, SOUTH WOODS ADDITION
✓ 6	OLAN D & HELEN M KLINE, H&W, JT,	LOT 67, CHILD'S ESTATE ACRES SUBD OF PT SW4; S. 301.0' OF N. N. 99.0' OF TAX LOT 13 IN SW4, TAX LOT 13B IN SW4, SEC 15-T14N-R13E
✓ 7	CHARLES L & SANDRA S CURTIS, H&W, JT	LOT 71B, CHILD'S ESTATE ACRES SUBD. OF PT SW4, SEC 15-T14N-R13E
✓ 8	GEORGE F & HELEN T POCHOP, H&W, JT	TAX LOT 13A SW4, SEC 15-T14N-R13E
✓ 9	ROBERT L & EDITH M DOWNS, H&W, JT	TAX LOT 16A IN SE4SW4, SEC 15-T14N-R13E
✓ 10	DAVID E & DEBORAH J DUKES, H&W, JT	N. 175.0' OF E. 205.0' OF LOT 72, CHILD'S ESTATE ACRES SUBD. OF PT NW4, SEC 22-T15N-R13E
✓ 11	FRANCIS & LESLIE C KULHANEK, JT	LOTS 55, 60, 65 & 66, CHILD'S ESTATE ACRES SUBD. OF PT NW4, SEC 22-T14N-R13E

58-873
PAGE 873

1985 MAY 14 AM 15

Carl A. Mitchell
REGISTRAR OF DEEDS

05227

58-873A

- ✓ 12 FRANK HULAC, TRUSTEE, 1/2 INT
EDWARD J HULAC, TRUSTEE, 1/2
INT
LOTS 61, 62, 63, 64, 75, 76, 77,
88 & 97, CHILD'S ESTATE ACRES
SUBD. OF PT NW4, SEC 22-T14N-R13E
- ✓ 13 EDWARD F HMURA
TAX LOTS 6A1, 6B & 6C IN NW4,
SEC 22-T14N-R13E
- ✓ 14 OMAHA PUBLIC POWER DISTRICT
PT TAX LOT 6A, SEC 22-T14N-R13E
- ✓ 15 EDWARD F HMURA
TAX LOT 6A1B IN N2,
SEC 22-T14N-R13E
- 16 EVELYN L BOHAC, ET AL
W. 330.0' OF TAX LOT 8B IN NW4SE4
(PT TAX LOT 13); TAX LOT 5B; TAX
LOT 11B1, TAX LOT 10,
SEC 22-T14N-R13E
- 17 JERRY A & DELORES A BRUST,
H&W, JT
TAX LOT 2A IN NW4, PT TAX LOT 3,
SEC 27-T14N-R13E
- 18 BELLEVUE CHURCH OF CHRIST
LOTS 1, 2 & 3, REPLAT OF TAX LOT
4A1 IN NW4, SEC 27-T14N-R13E
- 19 MICHAEL MC CORMACK, TRUSTEE
TAX LOT 5A3 IN NE4,
SEC 27-T14N-R13E
- ✓ 20 BUYER: BENCHMARK HOMES, INC.,
A NEBR. CORP; SELLER:
MICHAEL MC CORMACK, TRUSTEE
LOTS 1 THRU 148, AVERY HILLS, CITY
OF BELLEVUE
- 21 PAYCAP ASSOCIATES LIMITED
PARTNERSHIP, A CONNECTICUT
PARTNERSHIP
PT NE4, SEC 27-T14N-R13E
- 22 WILLARD H PRATT
TAX LOT 4F IN NW4,
SEC 27-T14N-R13E
- 23 MIKE HOGAN DEVELOPMENT CO.,
A NEBR. CORP.
TAX LOT 5A1A IN NE4,
SEC 27-T14N-R13E
- 24 JAVIS COMPANY NOMINEE
PT S2, SEC 27-T14N-R13E
- 25 MIKE HOGAN DEVELOPMENT CO.
PT SW4, SEC 27-T14N-R13E
- 26 CHALLET PROPERTIES, A NEBRASKA
GENERAL PARTNERSHIP
PT NW4, SEC 34-T14N-R13E;
PT SW4, SEC 27-T14N-R13E
- 27 NORTHERN NATURAL GAS CO.
PT NW4, SEC 34-T14N-R13E
- 28 READY MIXED CONCRETE CO.
PT S2NE4, PT N2NE4,
SEC 34-T14N-R13E; PT SE4,
SEC 27-T14N-R13E

33-1700

29 ALFRED & EILEEN CASICO,
H&W, JT

E2SW4, PT SE4, SEC 34-T14N-R1E4
PT TAX LOT 9A IN SW1/4
SEC 35-T14N-R1E4, PT NW1/4
RR), SEC 2-T13N-R1E4
2A2, 1B, 2B2 & 3D
SEC 3-T13N-R1E4, LOTS 1-3
1-5, BLK 3, ADD. IN INTERESTS
OF SEC 2 & 3-T13N-R1E4

30 SANITARY & IMPROVEMENT
DISTRICT OF EAST SARPY CO.

PT SE4, SEC 34-T14N-R1E4

31 PAPILLION DRAINAGE DISTRICT

PT NW4NE4, SEC 3-T13N-R1E4

John J. [Signature]
Right of Way

88-10467

DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that UNITED CABLE TELEVISION OF SARPY COUNTY, a corporation, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have obtained by virtue of the dedication of Bellevue Business Park, an addition to Sarpy County, Nebraska, as surveyed, platted and recorded over, upon, along and above the following described lots:

The common lot lines between Lots Three (3) and Four (4); Three (3) and Fifteen (15); Four (4) and Fourteen (14); and Fourteen (14) and Fifteen (15), said Bellevue Business Park.

IN WITNESS WHEREOF, the undersigned has set its hand this 25th day of July, 1988.

100

FILED SARPY COUNTY
INSTRUMENT NUMBER
88-10467

UNITED CABLE TELEVISION
OF SARPY COUNTY

1988 AUG -1 AM 11:12

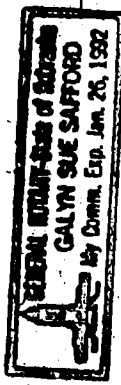
ATTEST:
STATE OF NEBRASKA)
COUNTY OF SARPY)

BY: *[Signature]*

REGISTER OF DEEDS
INDEXED
PAGE 1
GRANTEE
GRANTOR
FILED
CHIEF
FEE \$ 7.00

On this 25th day of July, 1988, before me, the undersigned, a Notary Public in and for said county, personally came Steven Schippers, General Manager of United Cable Television of Sarpy County, personally known to me to be the identical person whose name is affixed to the above Disclaimer and Release and acknowledge the execution thereof to be his voluntary act and deed and the voluntary act and deed of the corporation.

WITNESS my hand and Notarial Seal at Bellevue, in said county the day and year last above written.



[Signature]
NOTARY PUBLIC

July 14, 1988

88-10116

DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a public corporation, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the restrictive covenants contained in the dedication of Bellevue Business Park, Nebraska, as surveyed, platted and recorded over, upon, along and above the following described lots: The common lot lines between Lots Three (3) and Four (4); Three (3) and Fifteen (15); Four (4) and Fourteen (14); and Fourteen (14) and Fifteen (15), said Bellevue Business Park.

FILED FOR RECORD 7-25-88 7:00
Sally Woodring
REGISTER OF DEEDS, SARPY COUNTY, NE
88-10116

IN WITNESS WHEREOF, the undersigned has set its hand this 15th day of July, 1988.

OMAHA PUBLIC POWER DISTRICT

Approved by Engineering
[Signature]
(Manager - Property Management)

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 15th day of July, 1988, before me the undersigned, a Notary Public in and for said county personally came G. E. Pyle (Manager - Property Management) or ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha, in said county the day and year last above written.

Notary Seal of Nebraska

194-4036 A.

(Individual Acknowledgment)

STATE OF Kansas)

) ss.

COUNTY OF Sedgwick)

On this 28th day of October, 1975, before me, the undersigned _____

_____ a Notary Public, duly commissioned and qualified for and residing in said county, personally

came Charles D. Sutherland, Jr. and Charles E. Sutherland

to me known to be the identical person S whose name Midland Properties, Inc. affixed to the foregoing instrument as grantor _____ and acknowledged the same to be _____ voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Notary Public

My Commission expires the 13th day of January, 1977

(Corporate Acknowledgment)

STATE OF Kansas)

) ss.

COUNTY OF Sedgwick)

On this 28th day of October, 1975, before me, the undersigned, a Notary Public in

and for said County, personally came Charles D. Sutherland, Jr. & Charles E. Sutherland
(President)

Midland Properties Inc.

to me personally known to be the _____ president and the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Wichita, Kansas, in said County, the day and year last above written.

David L. Ross
Notary Public



194-4036

(Bank of Bellevue Form)

REAL ESTATE MORTGAGE

THIS INSTRUMENT, made and executed by and between
MIDLAND PROPERTIES, INC

That MIDLAND PROPERTIES, INC Mortgagee and BANK OF BELLEVUE

in consideration of the sum of One Hundred Seventy Five Thousand and no/100 -----

Dollars (\$175,000.00), in hand paid, does hereby sell and convey unto BANK OF BELLEVUE, of Sarpy County, Nebraska, the following described premises situated in

Sarpy County and State of Nebraska to-wit: All of tax lot 7A in

Sections 22 and 23, Township 14 North, Range 13, East of the 6th. P.M. in Sarpy County, Nebr. more particularly described as follows: Commencing at sub quarter corner 80 rods South of the NE corner of 22-14-13, thence S 29.75 chains to Old Orchard Place, thence North 89°W 6.72 chains, thence N1°E 29.60 chains to sub quarter line thence E 6.20 chains to the place of beginning 18.65 acres, more or less except a strip of land 50 feet wide being 25 feet on each side of the following described line, commencing 25 feet N and 433 feet West of the quarter corner on the E of Section 22, thence E 361.3 feet, thence E 45°02 minutes N 100 feet more or less to Section line to a point 96.8 feet North of the East quarter corner 0.52 acres more or less; and Commencing at SW corner of NW 1/4 of 23-14-13, thence S119 rods to Old Orchard Place thence S 89° E 43 rods more or less to W line of UPRR right of way thence Northerly along same 120 1/2 rods to S line of NW 1/4 of said Section 23, thence W 39.4 rods to the place of beginning 30.60 acres more or less, except a strip of land 50 feet in width being 25 feet on each side of the following described center line commencing 96.8 feet N of the quarter corner on the side of Section 23 and running thence E 45°02' North 923.3 feet to W margin of UPRR right of way and containing 1.05 acres, more or less.

The intentions being to convey hereby an absolute title in fee simple.
TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereto belonging unto the said BANK OF BELLEVUE, and to its assigns forever, provided always, and these presents are upon the express condition that if the said mortgagee or assigns shall pay or cause to be paid to the said BANK OF BELLEVUE, or assigns the sum of One Hundred Seventy Five Thousand ----- Dollars (\$175,000.00) payable as follows, to-wit:

FILED FOR RECORD 10-31-75 AT 8:00 A.M. IN BOOK 194 OF MTG 60
No 4036 Carl & Hilber MEMBER OF NEBR. BARR ASSN. 1975

One Hundred Seventy Five Thousand (\$ 175,000.00) on the 19th day of April, 1976

~~AND THE FOREGOING~~ with interest thereon according to the tenor and effect of the one promissory note of said mortgagee bearing even date with these presents and shall pay all taxes and assessments levied upon said real estate and all other taxes, levies and assessments levied upon this mortgage or the note which this mortgage is given to secure, before the same becomes delinquent, and keep the buildings on said premises insured for the sum of \$

IT IS FURTHER AGREED, (1) That if the said mortgagee shall fail to pay such taxes or procure such insurance; and the sum so advanced, with interest at 10% per cent (10%) per annum shall be repaid by said mortgagee, and this mortgage shall stand as security for same. (2) That a failure to pay any of said money, either principal or interest when the same becomes due, or a failure to comply with any of the foregoing agreements, shall cause the whole sum of money herein secured to become due and collectible at once at the option of the mortgagee, with interest at the rate of nine per cent per annum after maturity. (3) Should said mortgagee sell, assign or transfer his interest in the above described real estate the entire amount then due shall be paid by said mortgagee unless this requirement is waived in writing by the Bank of Bellevue. (4) That should the premises be rented the said mortgagee hereby assigns any and all rent due to the Bank of Bellevue to be applied to this mortgage and authorizes the Bank of Bellevue to collect such rent directly from the Lessee or occupant of the premises. (5) If the mortgagee obtains counsel for the purpose of collecting any moneys that may be due under the mortgage, or to recover the mortgage property, or to protect his interests therein by reason of the happening of any of the contingencies set forth in the mortgage, then and in that event the party of the first part here agrees to pay counsel's fees, the amount of which is the minimum fee as authorized by the Nebraska State Bar Association at the time of any such contingency, and that such counsel fees shall be added to the indebtedness secured by this mortgage and shall be hereby made a part of the mortgage debt, and payable on demand with interest, anything in this mortgage to the contrary not withstanding.

IN WITNESS WHEREOF, the mortgagee, he s executed this instrument this 10th day of October, 1975

MIDLAND PROPERTIES, INC

BY Charles D. Sutherland
BY Charles E. Sutherland Secretary

File # 49664

202-4749

RELEASE OF REAL ESTATE MORTGAGE

In Consideration of the payment of the debt therein named, BANK OF BELLEVUE, a Corporation, hereby releases the mortgage made to BANK OF BELLEVUE, by

MIDLAND PROPERTIES, INC.

Following described Real Estate in SARPY County, Nebraska, to wit:

which is recorded in Book 193 of Real Estate Mortgages, Page 3944 of the record of SARPY County,

IN TESTIMONY WHEREOF, BANK OF BELLEVUE has caused these presents to be executed by its Vice President and its corporate seal to be affixed hereto this 11 day of August, 1983

BY: *Robert Hawley*
Vice President
BANK OF BELLEVUE

(CORPORATE SEAL)

1983 AUG 15 AM 10:58

STATE OF NEBRASKA)
COUNTY OF SARPY)
REGISTER OF DEEDS

On this 11 day of August, 1983 before me the undersigned, a Notary Public in and for said County, personally came Robert Hawley Vice President of BANK OF BELLEVUE to me personally known to be the and identical person whose name is affixed to the above release, who acknowledged and execution thereof to be his voluntary act and deed, and the voluntary act and deed of BANK OF BELLEVUE WITNESS my hand and Notarial Seal in said County and the day and year last written above.

H. F. HENK
Notary Public



My Commission Expires: Feb 24, 1985

All of tax lot 7A in Sections 22 and 23, Township 14 North, Range 13, East of the 6th. P.M. in Sarpy County, Neb more particularly described as follows: Commencing at sub quarter corner 80 rods South of the NE corner of 22-14-13, thence S 29.75 chains to Old Orchard Place, thence North 89*W6.72 chains, thence N1*E29.60 chains to sub quarter line thence E6.20 chains to the place of beginning 18.65 acres, more or less except a strip of land 50 feet wide being 25 feet on each S side of the following described line, commencing 25 feet N and 433 feet West of the quarter corner of the E of Section 22, thence E 361.3 feet, thence E 45*02 minutes N 100 feet more or less to Section-line to a point 96.8 feet North of the East quarter corner 0.52 acres more or less; and Commencing at SW corner of NW 1/4 of 23-14-13, thence S119 rods to Old Orchard Place thence S 89* E 43 rods more or less to W line of UPRR right of way thence Northerly along same 120 1/2 rods to S line of NW 1/4 of said Section 23, thence W 39.4 rods to the place of beginning 30.60 acres more or less, except a strip of land 50 feet in width being 25 feet on each side of the following described center line commencing 96.8 feet N of the quarter corner on the W side of Section 23 and running thence E 45*02 North 923.3 feet to W margin of UPRR right of way and containing 1.05 acres, more or less.

08301

202 - 2842

RELEASE OF REAL ESTATE MORTGAGE

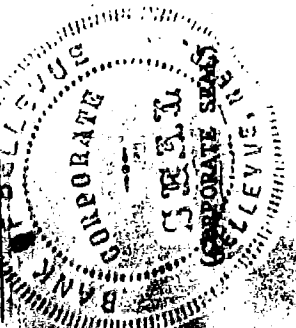
In Consideration of the payment of the debt therein named, BANK OF BELLEVUE, a Corporation, hereby releases the mortgage made to BANK OF BELLEVUE, by MIDLAND PROPERTIES, INC.

Following described Real Estate in SARPY County, Nebraska, to wit:

which is recorded in Book 194 of Real Estate Mortgages, Page 4036 of the record of SARPY County,

IN TESTIMONY WHEREOF, BANK OF BELLEVUE has caused these presents to be executed by its VICE PRESIDENT and its corporate seal to be affixed hereto this

20th day of May, 1983



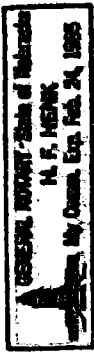
350 BANK OF BELLEVUE
SARPY CO., NE
BY: [Signature]
PAGE 2842

1983 MAY 31 AM 10:52

STATE OF NEBRASKA)
COUNTY OF SARPY)
[Signature]
REGISTER OF DEEDS

On this 27 day of May, 1983 before me the undersigned, a Notary Public in and for said County, personally came ROBERT HAWLEY of BANK OF BELLEVUE to me personally known to be the Same and identical person whose name is affixed to the above release, who acknowledged and execution thereof to be his voluntary act and deed, and the voluntary act and deed of BANK OF BELLEVUE, WITNESS my hand and Notarial Seal in said County and the day and year last written above.

[Signature]
Notary Public



My Commission Expires: Feb. 24, 1985

All of tax lot 7A in Sections 22 and 23, Township 14 North, Range 13, East of the 6th, P.M. in Sarpy County, Nebr. more particularly described as follows: Commencing at sub quarter corner 80 rods South of the NE corner of 22-14-13, thence S 29.75 chains to Old Orchard Place, thence North 89°W 6.72 chains, thence N 1°E 29.60 chains to sub quarter line thence E 5.20 chains to the place of beginning 18.65 acres, more or less except a strip of land 50 feet wide being 25 feet on each side of the following described line, commencing 25 feet N and 433 feet West of the quarter corner on the E of Section 22, thence E 361.3 feet, thence E 45°02 minutes N 100 feet more or less to Section line to a point 96.8 feet North of the East quarter corner 0.52 acres more or less; and Commencing at SW corner of NW¼ of 23-14-13, thence S119 rods to Old Orchard Place thence S 89°E 43 rods more or less to W line of UPRR right of way thence Northerly along same 120¼ rods to S line of NW¼ of said Section 23, thence W 39.4 rods to the place of beginning 30.60 acres more or less, except a strip of land 50 feet in width being 25 feet on each side of the following described center line commencing 96.8 feet N of the quarter corner on the W side of Section 23 and running thence E 45°02' North 923.3 feet to W margin of UPRR right of way and containing 1.05 acres, more or less.

Sheet 04940

202-5786

PARTIAL
50% RELEASE OF MORTGAGE—Corporation

Huffman and Felton & Wolf, Waiton, No. 68461

IN CONSIDERATION of the payment of the debt named therein, the First National Bank of Bellevue hereby releases the mortgage made to Bellevue by Midland Properties, Inc., a Kansas Corporation

on the following described real estate, to-wit:

Lot 1 in Bellevue Business Park, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

of Section , in Township , Range of the P. M. SARDY County, State of Nebraska which is recorded in Book 200 of Real Estate Mortgages, 1935 of the records of said County.

IN TESTIMONY WHEREOF, the said First National Bank of Bellevue these presents to be executed by its president and its Corporate Seal to be affixed hereto this 8th day of September, 1983

By *[Signature]*
First National Bank of Bellevue
1000 HOLMES ST., BELLEVUE, NEBRASKA
CARMEN STORVICK, President

Attest
STATE OF Nebraska }
SARDY } County }
ss. }
On this 8th day of September, 1983

said County, personally came Jon D. Hoffmaster, President of the First National Bank of Bellevue to me personally known to be the President and identical person whose name is affixed to the above release and acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said Corporation, and that its corporate seal was thereto affixed by its authority.

Witness my hand and Notarial Seal at Bellevue in said County the day and year last above written.

My commission expires 11-6, 1984
[Signature] Janda M. Hoffmaster, Notary Public
10133
My Comm. Exp. 11-6-84

59
FILED SARDY CO., NE
BOOK 202 OF 200
PAGE 5786

1983 SEP 23 PM 12 27

Carl D. Hoffmaster
REGISTER OF DEEDS

Return to:
Sparve Title Services
1905 Hammy
Omaha, NE 68102

RELEASE OF MORTGAGE CORPORATION

FROM

TO

STATE OF _____
County of _____
ss. _____
Entered in Numerical Index and filed for record in the office of the Register of Deeds of said county, the _____ day of _____, 19____, at _____ o'clock and _____ minutes. M., and duly recorded in Book _____ of _____ Mortgages _____ Page _____

County Clerk _____
Deputy _____

Huffman and Felton & Wolf, Waiton, No. 68461

202-5787

CONSTRUCTION SECURITY AGREEMENT
DEED OF TRUST

THIS DEED OF TRUST, made this 23rd day of September, 19 83, by and among

Dennis R. Schworer, a single person

whose mailing address is 5600 Pine Lake Road Lincoln Nebraska 68516
(Street) (City) (State and Zip)

(herein "Trustor"); and First National Bank and Trust Company of Lincoln
c/o Mortgage Loan Division

whose mailing address is P. O. Box 81008 Lincoln Nebraska 68501
(Street) (City) (State and Zip)

(herein "Trustee"); and FIRST NATIONAL BANK & TRUST COMPANY OF LINCOLN, a National Banking Association, whose mailing address is 13th & "M" Streets, P. O. Box 81008, Lincoln, Nebraska 68501, (herein "Beneficiary").

FOR VALUABLE CONSIDERATION, Trustor irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Deed of Trust, the following described real property, located in Sarpy County, Nebraska:

The South 425.68 feet (as measured along the Westerly property line) of Lot One (1) in Bellevue Business Park, an Addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska, which description is intended to convey only that parcel of land to be known as:

Lot One (1) in Bellevue Business Park Replat 1, an addition to the City of Bellevue, as surveyed, platted and recorded, in Sarpy County, Nebraska

30
FIRST SARPY CO., NE
BOOK 202 OF 216
PAGE 5787

1983 SEP 23 PM 12:28

Carl A. Hildebrand
REGISTER OF DEEDS

TOGETHER WITH, all rents, profits, royalties, income and other benefits derived from the real property; all leases or subleases covering the real property or any portion thereof, now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder; all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the real property; all easements, rights-of-way, tenements, hereditaments and appurtenances thereof and thereto; all oil and gas rights and profits, water rights and water stock; all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street or highway adjoining the real property, any and all buildings, fixtures, improvements, and appurtenances now or hereafter erected thereon or belonging thereto, (herein referred to as "Improvement" or "Improvements"); and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the real property.

All of the foregoing estate, property and interest hereby conveyed to Trustee herein collectively referred to as the "Property".

202-57670

FOR THE PURPOSE OF SECURING:

- (a) The payment of indebtedness evidenced by Trustor's note of even date herewith in the principal sum of Six Hundred Twelve Thousand and NO/100 (\$ 612,000.00), together with interest at the rate or rates provided therein, thereon, together with any and all renewals, modifications, and extensions thereof, referred to as the "Note" hereinafter, and interest on the Note being payable in accordance with the terms set forth therein, reference to which is hereby made, the final payment of principal and interest, if not sooner paid and if no renewals, modifications or extensions are made, due and payable on March 23, 1984
- (b) The performance of each agreement and covenant of Trustor herein contained; and
- (c) The payment of any sum or sums of money with interest thereon which may be hereafter paid or advanced under the terms of this Deed of Trust.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Principal and Interest. Trustor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and all other charges and fees as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.
2. Warranty of Title. Trustor is lawfully seized and possessed of good and indefeasible title and estate to the Property hereby conveyed and has the right to grant and convey the Property; the Property is free and clear of all liens and encumbrances except liens now of record; and Trustor will warrant and defend the title to the Property against all claims and demands.
3. Maintenance and Compliance With Laws. Trustor shall keep the Property in good repair and condition and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. No improvement now or hereafter erected upon the Property shall be altered, removed or demolished without the prior written consent of Beneficiary. Trustor shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and not commit, suffer or permit any act to be done in or upon the Property in violation of any law, ordinance, regulation, covenant, condition or restriction. Trustor shall complete or restore promptly and in good workmanlike manner any improvement on the Property which may be damaged or destroyed and pay, when due, all claims for labor performed and materials furnished therefore and for any alterations thereof.
4. Insurance. Trustor, at its expense, will maintain with insurers approved by Beneficiary, insurance with respect to the improvements and personal property, constituting the Property, against loss by fire, lightning, tornado, and other perils and hazards covered by standard extended coverage endorsement, in an amount equal to at least one hundred percent of the full replacement value thereof and insurance against such other hazards and in such amounts as is customarily carried by owners and operators of similar properties; as Beneficiary may require for its protection. Trustor will comply with such other requirements as Beneficiary may from time to time request for the protection by insurance of the interests of the respective parties. All insurance policies maintained pursuant to this Deed of Trust shall name Trustor and Beneficiary as insureds, as their respective interests may appear, and provide that there shall be no cancellation or modification without no less than 15 days prior written notification to Trustee and Beneficiary. In the event any policy hereunder is not renewed on or before 15 days prior to its expiration date, Trustee or Beneficiary may procure such insurance in accordance with the provisions of paragraph 7 hereof. Trustor shall deliver to Beneficiary the original policies of insurance and renewals thereof or memo copies of such policies and renewals thereof. Failure to furnish such insurance by Trustor, or renewals as required hereunder shall, at the option of Beneficiary, constitute a default.
5. Taxes, Assessments and Charges. Trustor shall pay all taxes, assessments and other charges, including without limitation, fines and impositions attributable to the Property, and leasehold payments or ground rents, if any, before the same become delinquent. Trustor shall promptly furnish to Beneficiary all notices of amounts due under this paragraph, and in the event Trustor shall make payment directly, Trustor shall promptly furnish to Beneficiary receipts evidencing such payments. Trustor shall pay all taxes and assessments which may be levied upon Beneficiary's interest herein or upon this Deed of Trust without regard to any law that may be enacted imposing payment of the whole or any part thereof upon the Beneficiary.
6. Additional Liens and Protection of Beneficiary's Security. Trustor shall make all payments of interest and principal and payments of any other charges, fees and expenses contracted to be paid to any existing lien holders or prior beneficiaries under any prior deed of trust or mortgage before the date they are delinquent and promptly pay and discharge any and all other liens, claims or charges which may jeopardize the security granted herein. If Trustor fails to make any such payment or fails to perform any of the covenants and agreements contained in this Deed of Trust, or in any prior mortgage or deed of trust, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, including, but not limited to, eminent domain proceedings, or proceedings involving a decedent, or if Trustor fails to pay Trustor's debts generally as they become due, then Beneficiary, at Beneficiary's option and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereunder, may make such appearances, disburse such sums and take such action as is necessary to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorney's fees, payment, purchase, contest or compromise of any encumbrance, charge or lien, and entry upon the Property to make repairs. In the event that Trustor shall fail to procure insurance or to pay taxes, assessments, or any other

charges or to make any payments to any existing prior lien holders or beneficiaries, Beneficiary may procure such insurance and make such payment. Any amounts disbursed by Beneficiary pursuant to this Paragraph 6 shall become additional indebtedness of Trustor secured by this Deed of Trust. Such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 6 shall require Beneficiary to incur any expense or take any action hereunder.

7. Assignment of Rents. Beneficiary shall have the right, power and authority during the continuance of this Deed of Trust to collect the rents, issues and profits of the Property and of any personal property located thereon with or without taking possession of the property affected hereby, and Trustor hereby absolutely and unconditionally assigns all such rents, issues and profits to Beneficiary. Beneficiary, however, hereby consents to the Trustor's collection and retention of such rents, issues and profits as they accrue and become payable so long as Trustor is not, at such time, in default with respect to payment of any indebtedness secured hereby, or in the performance of any agreement hereunder. Upon any such default, Beneficiary may at any time, either in person, by agent, or by a receiver to be appointed by a court, without notice and without regard to the adequacy of any security for the indebtedness hereby secured, (a) enter upon and take possession of the Property or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine; (b) perform such acts of repair or protection as may be necessary or proper to conserve the value of the Property; (c) lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate or terminate or adjust the terms and conditions of any existing lease or leases. Unless Trustor and Beneficiary agree otherwise in writing, any application of rents, issues or profits to any indebtedness secured hereby shall not extend or postpone the due date of the installment payments as provided in said promissory note or change the amount of such installments. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not waive or cure any default or notice of default hereunder, or invalidate any act done pursuant to such notice. Trustor also assigns to Beneficiary, as further security for the performance of the obligations secured hereby, all prepaid rents and all monies which may have been or may hereafter be deposited with said Trustor by any lessee of the Property, to secure the payment of any rent or damages, and upon default in the performance of any of the provisions hereof, Trustor agrees to deliver such rents and deposits to Beneficiary. Delivery of written notice of Beneficiary's exercise of the rights granted herein, to any tenant occupying said premises shall be sufficient to require said tenant to pay said rent to the Beneficiary until further notice.

8. Condemnation. If title to any part of the Property shall be taken in condemnation proceedings, by right of eminent domain or similar action, or shall be sold under threat of condemnation, all awards, damages and proceeds are hereby assigned and shall be paid to Beneficiary who shall apply such awards, damages and proceeds to a sum secured by this Deed of Trust, with the excess, if any, paid to Trustor. If Trustor receives any notice or other information regarding such actions or proceedings, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled, at its option, to commence, appear in and prosecute in its own name any such action or proceedings and shall be entitled to make any compromise or settlement in connection with any such action or proceedings.

9. Future Advances. Upon request of Trustor, Beneficiary at Beneficiary's option, prior to reconveyance of the Property to Trustor may make future advances to Trustor. Such future advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

10. Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any other agreement executed in connection herewith or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy provided hereunder this Deed of Trust to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

11. Transfer of the Property; Assumption. If all or any part of the property or any interest therein is sold, transferred or conveyed by Trustor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable, provided,

202-57110

further, this Deed of Trust may, at Lender's option, be declared immediately due and payable if (1) Borrower is a partnership and sells or assigns by any means whatsoever any partnership interest, or (2) if Borrower is a corporation and Borrower or its parent corporation sells or assigns by any means whatsoever 0 % or more of the stock of the corporation or parent corporation or if said Borrower or its parent corporation merges in any form with another corporation or entity, or (3) if Borrower is a corporation and there is a change in the majority of the members of the Board of Directors of the Borrower or its parent corporation, or (4) if Borrower is a corporation and there is a change in the person of Chief Executive Officer of said corporation or its parent corporation. Beneficiary and whom have waived such option to accelerate if, prior to the sale, transfer or conveyance, Beneficiary and the parties to whom the property is to be sold or transferred reach agreement in writing that the credit of such persons is satisfactory to Beneficiary and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Beneficiary shall request.

12. Acceleration upon Default; Remedies; Sale. Upon default by Trustor in the payment of or performance of the terms and conditions of the Note, or any renewals, modifications or extensions thereof, or the payment of any other indebtedness secured hereby or in the performance of any of the covenants or agreements hereunder, Beneficiary may declare all sums secured hereby immediately due and payable and the same shall thereupon become due and payable without presentment, demand, protest or notice of any kind. Thereafter, Beneficiary may deliver to Trustee a written declaration of default and demand for sale. Trustee shall have the power of sale of the Property and if Beneficiary decides the Property is to be sold it shall deposit with Trustee this Deed of Trust and the Note or notes and any other documents evidencing expenditures secured hereby, and shall deliver to Trustee a written notice of default and election to cause the Property to be sold, and Trustee, in turn, shall prepare a similar notice in the form required by law, which shall be duly filed for record by Trustee.

(a) After the lapse of such time as may be required by law following the recordation of Notice of Default, and Notice of Default and Notice of Sale having been given as required by law, Trustee, without demand on Trustor, shall sell the Property in one or more parcels and in such order as Trustee may determine on the date and at the time and place designated in said Notice of Sale, at public auction to the highest bidder, the purchase price payable in cash in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he or she deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one (1) day beyond the day designated in the Notice of Sale, notice thereof shall be given in the same manner as the original Notice of Sale. Trustee shall execute and deliver to the purchaser its Deed conveying the Property so sold, but without any covenant or warranty, express, or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation Beneficiary or Trustee, may purchase at the sale.

(b) When Trustee sells pursuant to the powers herein, Trustee shall apply the proceeds of the sale to payment of the costs and expenses of exercising the power of sale and of the sale, including, without limitation, the payment of Trustee's Fees incurred, which Trustee's Fees shall not in the aggregate exceed the sum of Five Hundred and No/100 (\$500.00) plus 1/2 of 1% of the amount secured hereby and remaining unpaid and then to the items set forth in subparagraph (c) hereof in the order therein stated.

(c) After paying the items specified in subparagraph (b), if the sale is by Trustee, or the proper court and other costs of foreclosure and sale if the sale is pursuant to judicial foreclosure, the proceeds of sale shall be applied in the order stated below to the payment of:

- (1) Cost of any evidence of title procured in connection with such sale and of any revenue required to be paid;
- (2) All sums then secured hereby;
- (3) The remainder, if any, to the person legally entitled thereto.

13. Additional Security Instruments. Trustor, at its expense, will execute and deliver to the Beneficiary promptly upon demand, such security instruments as may be required by Beneficiary, in form and substance satisfactory to Beneficiary, covering any of the Property conveyed by this Deed of Trust, which security instruments shall be additional security for Trustor's faithful performance of all of the terms, covenants and conditions of this Deed of Trust, the promissory notes secured hereby, and any other security instruments executed in connection with this transaction. Such instruments shall be recorded or filed at Trustor's expense.

14. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the county or counties in which the Property is located and by otherwise complying with the provisions of the applicable laws of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

15. Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of the Deed of Trust.

202-57870

16. Option to Foreclose. Upon the occurrence of any default hereunder, Beneficiary shall have the option to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property.
17. Forebearance by Beneficiary or Trustee Not a Waiver. Any forbearance by Beneficiary or Trustee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy hereunder. Likewise, the waiver by Beneficiary or Trustee of any default of Trustor under this Deed of Trust shall not be deemed to be a waiver of any other or similar defaults subsequently occurring.
18. Trust Not Released. Extension of the time for payment or modification or amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Trustor shall not operate to release, in any manner, the liability of the original Trustor and Trustor's successor in interest. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Trustor and Trustor's successors in interest.
19. Beneficiary's Powers. Without affecting the liability of the Trustor or any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or heretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's options any parcel, portion or all of the Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.
20. Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".
21. Notices. Except for any notices, demands, requests or other communications required under applicable law to be given in another manner, whenever Beneficiary, Trustor or Trustee gives or serves any notice (including, without limitation, notice of default and notice of sale), demands, requests or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address as set forth at the beginning of this Deed of Trust. Trustor hereby requests that a copy of any notice of default, any notice of sale required or permitted to be given the Trustor hereunder, be mailed to it at the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change. Any notice hereunder shall be deemed to have been given to Trustor or Beneficiary, when given in the manner designated herein.
22. Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska.
23. Successors and Assigns. This Deed of Trust and all terms, conditions and obligations herein apply to and inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.
24. Joint and Several Liability. All covenants and agreements of Trustor shall be joint and several.
25. Severability. In the event any one or more of the provisions contained in this Deed of Trust, or the Note or any other security instrument given in connection with this transaction shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall, at the option of Beneficiary, not affect any other provision of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or not fully secured by the lien of this Deed of Trust.
26. Number and Gender. Whenever used herein, the singular number shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.
27. Acceptance by Trustee. Trustee accepts this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

202-5787 E

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Dennis R. Schworer
Dennis R. Schworer

STATE OF NEBRASKA)
) ss.
COUNTY OF SARY)

The foregoing instrument was acknowledged before me on September 23, 1983, by
Dennis R. Schworer, a single person

Michael J. Thrascher
Notary Public
GENERAL NOTARY - State of Nebraska
MICHAEL J. THRASCHER
My Commission Expires Aug. 5, 1985

My commission expires _____

(TO BE USED IF TRUSTOR IS A CORPORATION)

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 19____, by
a _____, President of _____
Corporation, on behalf of the Corporation.

Notary Public
My commission expires _____

(TO BE USED IF TRUSTOR IS A PARTNERSHIP)

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 19____, by
a partnership, _____, Partner, on behalf of _____

Notary Public
My commission expires _____

Return to:
Spence Title Services, Inc.
1905 Harney St.
Omaha, Ne. 68102

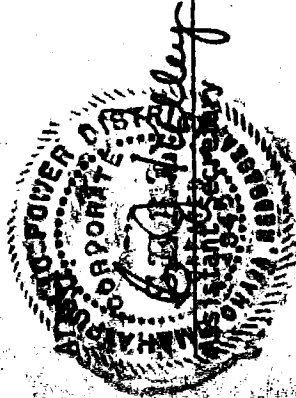
57-1094

DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a corporation, for and in consideration of One Dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have received by virtue of the restrictive covenants contained in the dedication of Bellevue Business Park, an addition to Sarpy County, Nebraska, as surveyed, platted and recorded, over, along, upon and above the following described lots.

A strip of land Five feet (5') in width abutting all side lot lines and a strip of land Eight feet (8') in width abutting all rear lot lines of Lots One (1) through Twenty-six (26), Bellevue Business Park, an addition to Sarpy County, Nebraska, as surveyed, platted and recorded.

IN WITNESS WHEREOF, the undersigned has set its hand this 7 day of November, 1984.



FILED SARPY CO. NE
BOOK 52 OF New Rec.
PAGE 1094

1800 OMAHA PUBLIC POWER DISTRICT:
[Signature]
Senior Assistant General Manager

1984 NOV 13 PM 1:29

Carl P. Hibbler
REGISTER OF DEEDS

STATE OF NEBRASKA }
COUNTY OF DOUGLAS }

ss.

On this 7th day of November, 1984, before me the undersigned, a Notary Public in and for said County, personally came G. P. Bohle Senior Assistant General Manager of Omaha Public Power District, a corporation, to me personally known to be the Senior Assistant General Manager and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by his authority.

WITNESS my hand and Notarial Seal at Omaha, in said County the day and year last above written.



[Handwritten] 12555

193-3944

(Bank of Bellevue Form)

REAL ESTATE MORTGAGE

THIS INDENTURE, made and executed by and between
Midland Properties, Inc.,

That Midland Properties, Inc., Mortgagor, and BANK OF BELLEVUE

in consideration of the sum of Eighty Five Thousand and no/100 - - - - - Dollars (\$85,000.00), in hand paid, does hereby sell and convey unto BANK OF BELLEVUE, of Sarpy County, State of Nebraska, the following described premises situated in

Sarpy County and State of Nebraska, to-wit: All of tax lot 7A in

Sections 22 and 23, Township 14 North, Range 13, East of the 6th. P. M. in Sarpy County, Nebr. more particularly described as follows: Commencing at sub quarter corner 80 rods South of the NE corner of 22-14-13, thence S 29.75 chains to Old Orchard Place, thence North 89*W 6.72 chains, thence N1*E 29.60 chains to sub quarter line thence E 6.20 chains to the place of beginning 18.65 acres, more or less except a strip of land 50 feet wide being 25 feet on each side of the following described line, commencing 25 feet N and 433 feet West of the quarter corner on the E of Section 22, thence E 361.3 feet, thence E 45*02 minutes N 100 feet more or less to Section-line to a point 96.8 feet North of the East quarter corner 0.52 acres more or less; and Commencing at SW corner of NW 1/4 of 23-14-13, thence S 119 rods to Old Orchard Place thence S 89* E 43 rods more or less to W line of UPRR right of way thence Northerly along same 120 1/2 rods to S line of NW 1/4 of said Section 23, thence W 39.4 rods to the place of beginning, 30.60 acres more or less, except a strip of land 50 feet in width being 25 feet on each side of the following described center line commencing 96.8 feet N of the quarter corner on the W side of Section 23 and running thence E 45*02' North 923.3 feet to W margin of UPRR right of way and containing 1.05 acres, more or less.

The intentions being to convey hereby an absolute title in fee simple.
TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereto belonging unto the said **BANK OF BELLEVUE**, and to its assigns forever, provided always, and these presents are upon the express condition that if the said mortgagor or assigns shall pay or cause to be paid to the said **BANK OF BELLEVUE**, or assigns the sum of Eighty Five Thousand and no/100 - - - - - Dollars (\$85,000.00) payable as follows, to-wit:

FILED FOR RECORD 143-1741 Ex. 54 M. W. BOOK 193 OF July 6-50
WAGE 344 Carl & Hilbelter REGISTER OF DEEDS, SARPY COUNTY NEB

Eighty five thousand and no/100 (\$) on the 1st day of March, 1975
in full for the one promissory note of said mortgagor bearing even date with these presents and shall pay all taxes and assessments levied upon said real estate and all other taxes, levies and assessments levied upon this mortgage or the note which this mortgage is given to secure, before the same becomes delinquent, and keep the buildings on said premises insured for the sum of \$ _____ loss, if any, payable to the said mortgagee, then these presents to be void, otherwise to be and remain in full force.

IT IS FURTHER AGREED, (1) That if the said mortgagee shall fail to pay such taxes or procure such insurance; or the said mortgagee may pay such taxes and procure such insurance; and the sum so advanced, with interest at twelve per cent (12%) per annum shall be repaid by said mortgagor, and this mortgage shall stand as security for same. (2) That a failure to pay any of said money, either principal or interest when the same becomes due, or a failure to comply with any of the foregoing agreements, shall cause the whole sum of money herein secured to become due and collectible at once at the option of the mortgagee with interest at the rate of nine per cent per annum after maturity. (3) Should said mortgagor sell, assign or transfer his interest in the above described real estate the entire amount then due shall be paid by said mortgagor unless this requirement is waived in writing by the Bank of Bellevue. (4) That should the premises be rented the said mortgagor hereby assigns any and all rent due to the Bank of Bellevue to be applied to this mortgage and authorizes the Bank of Bellevue to collect such rent directly from the Lessee or occupant of the premises. (5) If the mortgagee obtains counsel for the purpose of collecting any moneys that may be due under the mortgage, or to recover the mortgage property, or to protect his interests therein by reason of the happening of any of the contingencies set forth in the mortgage, then and in that event the party of the first part here agrees to pay counsel's fees, the amount of which is the minimum fee as authorized by the Nebraska State Bar Association at the time of any such contingency, and that such counsel fees shall be added to the indebtedness secured by this mortgage and shall be hereby made a part of the mortgage debt, and payable on demand with interest, anything in this mortgage to the contrary notwithstanding.

IN WITNESS WHEREOF, the mortgagor has executed this instrument this 24 day of _____

Carl & Hilbelter
Charles E. Substant

1975-041072

193-3944A

R1A

(Individual Acknowledgement)

STATE OF _____)

) ss.

COUNTY OF _____)

On this _____ day of _____, 19____, before me, the undersigned _____

_____, a Notary Public, duly commissioned and qualified for and residing in said county, personally came _____

to me known to be the identical person _____ whose name _____ affixed to the

foregoing instrument as grantor _____ and acknowledged the same to be _____ voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Notary Public

My Commission expires the _____ day of _____, 19____

(Corporate Acknowledgement)

STATE OF Nebraska _____)

) ss.

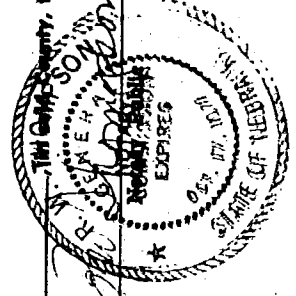
COUNTY OF Sarpy _____)

On this 24th day of September, 1974, before me, the undersigned, a Notary Public in

and for said County, personally came Charles O Sutherland, Sr _____

to me personally known to be the _____ president and the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Bellevue _____ last above written.



2-353

RE: The South 425.68 feet (as measured along the Westerly property line) of Lot One (1) in Bellevue Business Park, an Addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska, which description is intended to convey or ly that parcel of land to be known as:

NOTICE OF COMMENCEMENT

1. The real estate being or intended to be improved or directly benefited is: Lot One (1) in Bellevue Business Park Replat I, an addition to the City of Bellevue, as surveyed, platted and recorded, in Sarpy County, Nebraska.

2. a. The contracting owner is: Dennis R. Schworer

b. The address of contracting owner is: 5600 Pine Lake Road
Lincoln, Nebraska 68516

c. The interest of contracting owner in the real estate is: owner

d. The name and address of the fee simple title holder, if other than the contracting owner, is: same

3. If, after this notice of commencement is recorded, a lien is recorded as to an improvement covered by this notice of commencement, the lien has priority from the time this notice of commencement is recorded.

4. The duration of this notice of commencement is until March 23, 1984 (may not be less than six months from time of recording).

5. If this notice of commencement is limited to a particular improvement project, or portion thereof, on the real estate, the limitation is as follows (or indicate none): none

[Signature]
Signature of Contracting Owner

19 83 Subscribed and sworn to before me this 23rd day of September

⁵⁸
FILED SARPY CO., NE
BOOK 2 OF Contractors
PAGE 353

1983 SEP 23 PM 12:30

Carl J. Nichols
REGISTER OF DEEDS

[Signature]
Notary Public

Notary Public - State of Nebraska
MICHAEL J. THORASHER
My Comm. Exp. Aug. 4, 1985

A. 10135

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

CITY OF BELLEVUE,)	DOC.	PG.
)		
Plaintiff,)		
)		
vs.)		
)		
URBAN LAND AND INVESTMENTS, INC.,)		
et al,)		
)		
Defendants.)		

LIS PENDENS

TO WHOM IT MAY CONCERN:

You are hereby notified that on the day of April, 1983, the City of Bellevue, as plaintiff, filed its petition in the above entitled case against Midland Properties, Inc., et al, defendants.

The object and prayer of said petition are to foreclose plaintiff's lien for special assessments upon the following described real estate, to-wit:

- Lot 22, Evergreen Addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska
- Lot 25, Evergreen Addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska
- Lot 27, Evergreen Addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska
- Lot 1, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska
- Lot 2, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska
- Lot 3, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska
- Lot 4, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska
- Lot 5, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska
- Lot 6, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska
- Lot 7, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska

Plaintiff prays that the amount found due in each of the several causes of action in said case be adjudged and decreed by the Court to be a lien upon the real estate described in said causes of action; that if the amounts so found due are not paid that each of said tracts of real estate be sold for the satisfaction of the amounts so found due; that the right of lien, equity of redemption, or other interest of the defendant and each of them be cancelled, extinguished, foreclosed and forever barred; that plaintiff have such other, further or different relief as to the Court may seem just and equitable.

CITY OF BELLEVUE, PLAINTIFF

By

Dean J. Jungers
Dean J. Jungers, #121118
Attorney for the Plaintiff
101 W. Mission Avenue
Bellevue NE 68005

STATE OF NEB.

FILED IN DEEDS

295

MAY 16 AM 11:17

Charles W. ...
REGISTER OF DEEDS

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

CITY OF BELLEVUE,)) DOC. 55 PG. 14

)) Plaintiff,

)) vs.

)) URBAN LAND INVESTMENTS, INC.
)) et al,

)) Defendants.)

ORDER

1983 SEP 27 11:30 AM
CLERK OF DISTRICT COURT
SARPY COUNTY NEBRASKA

This matter came on for hearing on this 27th day of September, 1983,

upon oral motion of the Plaintiff for an order of this Court dismissing so much of this action as pertains to causes of action numbered four (4) through ten (10) concerning the following described real estate, to-wit:

Lot 1, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska.

Lot 2, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska.

Lot 3, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska.

Lot 4, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska.

Lot 5, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska.

Lot 6, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska.

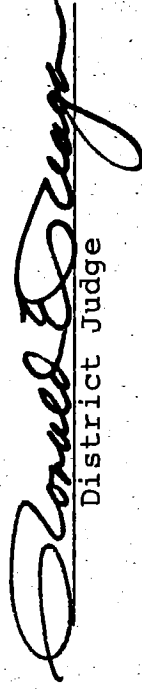
FILING CODE 4327

Lot 7, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska;

for the reason that the owners thereof have paid the pro rata costs of this action and made arrangements satisfactory to the Plaintiff for the payment of all the delinquent amounts thereon, and the Court, being fully advised in the premises, finds that motion should be granted.

IT IS THEREFORE ORDERED that so much of this action as pertains to causes of action numbered four (4) through (10) concerning the above described property, be and the same is hereby dismissed.

BY THE COURT:


District Judge

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

CITY OF BELLEVUE,

Plaintiff,

vs.

MIDLAND PROPERTIES, INC., et al

Defendants.

DOC. 55 PG. 15

ORDER

EXHIBIT

Charles [unclear]
CLERK DISTRICT COURT

1988 SEP 27 PM 2:22

FILED
SARPY COUNTY

This matter came on for hearing on this 27th day of September, 1988.

1983, upon oral motion of the Plaintiff for an order of this Court dismissing so much of this action as pertains to causes of action numbered one (1) through ten (10) concerning the following described real estate, to-wit:

Lot 8, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska;

Lot 9, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska;

Lot 10, Bellevue Business Park, an addition to the City of Bellevue, as surveyed patted and recorded in Sarpy County, Nebraska;

Lot 11, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska;

Lot 12, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska;

Lot 13, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska;

Lot 14, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska;

Lot 15, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska;

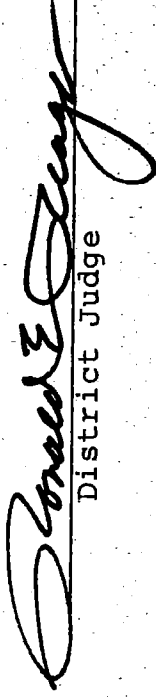
Lot 16, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska;

Lot 17, Bellevue Business Park, an addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska;

for the reason that the owners thereof have paid the pro rata costs of this action and made arrangements satisfactory to the Plaintiff for the payment of all the delinquent amounts thereon, and the Court, being fully advised in the premises, finds that motion should be granted.

IT IS THEREFORE ORDERED that so much of this action as pertains to causes of action numbered one (1) through (10) concerning the above described property, be and the same is hereby dismissed.

BY THE COURT:


District Judge

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

CITY OF BELLEVUE,) DOC. 5' PG. 13
)
 Plaintiff,)
)
)
)
)
)
 vs.) LIS PENDENS
)
 MIDLAND PROPERTIES, INC., et al,)
)
 Defendants.)

TO WHOM IT MAY CONCERN:

You are hereby notified that on the 16 ^{Monday} day of April, 1983,
 the City of Bellevue, as plaintiff, filed its petition in the
 above entitled case against Midland Properties, Inc., et al,
 defendants.

The object and prayer of said petition are to foreclose
 plaintiff's lien for special assessments upon the following
 described real estate, to-wit:

- Lot 8, Bellevue Business Park, an addition to the City of
 Bellevue, as surveyed, platted and recorded in Sarpy County,
 Nebraska
- Lot 9, Bellevue Business Park, an addition to the City of
 Bellevue, as surveyed, platted and recorded in Sarpy County,
 Nebraska
- Lot 10, Bellevue Business Park, an addition to the City of
 Bellevue, as surveyed, platted and recorded in Sarpy County,
 Nebraska
- Lot 11, Bellevue Business Park, an addition to the City of
 Bellevue, as surveyed, platted and recorded in Sarpy County,
 Nebraska
- Lot 12, Bellevue Business Park, an addition to the City of
 Bellevue, as surveyed, platted and recorded in Sarpy County,
 Nebraska
- Lot 13, Bellevue Business Park, an addition to the City of
 Bellevue, as surveyed, platted and recorded in Sarpy County,
 Nebraska
- Lot 14, Bellevue Business Park, an addition to the City of
 Bellevue, as surveyed, platted and recorded in Sarpy County,
 Nebraska
- Lot 15, Bellevue Business Park, an addition to the City of
 Bellevue, as surveyed, platted and recorded in Sarpy County,
 Nebraska
- Lot 16, Bellevue Business Park, an addition to the City of
 Bellevue, as surveyed, platted and recorded in Sarpy County,
 Nebraska
- Lot 17, Bellevue Business Park, an addition to the City of
 Bellevue, as surveyed, platted and recorded in Sarpy County,
 Nebraska

Act (1985)

56-294A

Plaintiff prays that the amount found due in each of the several cause of action in said case be adjudged and decreed by the Court to be a lien upon the real estate described in such causes of action; that if the amounts so found due are not paid that each of said tracts of real estate be sold for the satisfaction of the amounts so found due; that the right, title, lien, equity of redemption, or other interest of the defendants, and each of them be cancelled, extinguished, foreclosed and forever barred; that plaintiff have such other, further or different relief as to the Court may seem just and equitable.

CITY OF BELLEVUE, Plaintiff

BY

~~Dean J. Jungers, #12118
Attorney for the Plaintiff
101 W. Mission Avenue
Bellevue NE 68005~~

56-294A

56-294A

56-294A

16 AM 11:17

6/16/60

DEEDS

Plat No. 25-14-13, for 1/4 section Estate Lease

50-315

RATIFICATION OF PLAT AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

Budget Self-Storage, a partnership, now being the owner of certain land which was previously owned by Midland Properties, Inc. and which was dedicated to the public for street purposes as set out on the Dedication Plat dated April 14, 1975, a copy of which is marked Exhibit A, attached hereto and made a part hereof by reference, does now hereby ratify and approve the disposition of its property as shown on said Dedication Plat and dedicates to the public for public use the streets and easements shown thereon.

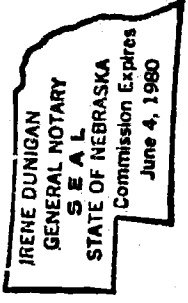
BUDGET SELF-STORAGE, A Partnership

By R. W. Rasmussen
R. W. Rasmussen, A Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this 25 day of April, 1977, before me a notary public in and for said county, personally the above named R. W. Rasmussen, a partner of Budget Self-Storage, a partnership, who is personally known to me to be the identical person whose name is affixed to this instrument as a partner in said partnership, and he acknowledged the execution thereof to be his voluntary act and deed as such partner and the voluntary act and deed of said partnership.

WITNESS my hand and notarial seal this 25 day of April, 1977.



Irene Dunigan
Notary Public

RECORDED 5-3-77 in 10-309, 2nd FLOOR 50
C. L. HILDEBRAND, Notary Public, 325
COUNTY OF NEBR., DEPT. COUNTY, AND

Plat # 65769