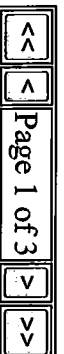


User = ENTESCC
 Search Type SubDivision # Records Found 35
 Search Criteria = SubDivision Acronym BRVABUPA Lot 55 Blk
 Images maybe DELAYED for viewing.
 If the Image button says YES, but you get no image try again in a few hours.



Instr #	Image?	Type	Filed Date	Acronym	Lot	Block Part	Remarks
199804558	<input checked="" type="checkbox"/>	PLAT	1998-03-02	BRVABUPA 55			REP LTS30&31 BRVABUPA NKA LTS 51 THRU 61 BRVABUPA
Grantor :BROOK VALLEY LTD PARTNERSHIP ETAL Grantee :WHOM IT MAY CONCERN							
199908152	<input checked="" type="checkbox"/>	NOT	1999-03-22	BRVABUPA 55			SURVEYORS CERTIFICATE ATTACHED SEE INSTRUMENT
Grantor :BROOK VALLEY LTD PARTNERSHIP Grantee :WHOM IT MAY CONCERN							
199908356	<input checked="" type="checkbox"/>	RC	1999-03-23	BRVABUPA 55			
Grantor :BROOK VALLEY LTD PARTNERSHIP Grantee :WHOM IT MAY CONCERN							
199914118	<input type="checkbox"/>	PREL	1999-05-10	BRVABUPA 55		P	OF 98-04558 SEE INSTRUMENT
Grantor :U S WEST COMMUNICATIONS INC Grantee :WHOM IT MAY CONCERN							
199914119	<input checked="" type="checkbox"/>	REL	1999-05-10	BRVABUPA 55		P	OF 93-03601 97-14525 98-04558 SEE INSTRUMENT
Grantor :OMAHA PUBLIC POWER DISTRICT Grantee :WHOM IT MAY CONCERN							
199914120	<input checked="" type="checkbox"/>	REL	1999-05-10	BRVABUPA 55		P	OF 93-03601 97-14525 98-04558
Grantor :COX COMMUNICATIONS Grantee :WHOM IT MAY CONCERN							
199928778	<input checked="" type="checkbox"/>	DOR	1999-09-14	BRVABUPA 55			OF 97-24181
Grantor :FIRST NATL BANK OF OMAHA TR Grantee :BROOK VALLEY LTD PARTNERSHIP							
199930100	<input checked="" type="checkbox"/>	WD	1999-09-27	BRVABUPA 55		P	
Grantor :BROOK VALLEY LTD PARTNERSHIP Grantee :PRIME REALTY INC							
199930101	<input checked="" type="checkbox"/>	WD	1999-09-27	BRVABUPA 55		P	
Grantor :BROOK VALLEY LTD PARTNERSHIP Grantee :PRIME REALTY INC							
199930103	<input checked="" type="checkbox"/>	DOT	1999-09-27	BRVABUPA 55		P	
Grantor :PRIME REALTY INC Grantee :MID CITY BANK ETAL							
200104856	<input checked="" type="checkbox"/>	YES	2001-03-01	BRVABUPA 55			
Grantor :PRIME REALTY INC Grantee :DARLAND CONSTRUCTION CO ETAL							
200132352	<input checked="" type="checkbox"/>	YES	2001-10-05	BRVABUPA 55			RE 99-30103 SEE INST FOR PART
Grantor :MID CITY BANK TR Grantee :WHOM IT MAY CONCERN ETAL							
2001339349	<input checked="" type="checkbox"/>	WD	2001-11-29	BRVABUPA 55			SEE INST FOR PT OF LTS
Grantor :PRIME REALTY INC Grantee :ZYCH RON J ETAL							
200139708	<input checked="" type="checkbox"/>	YES	2001-12-03	BRVABUPA 55			OF 99-30103 SEE INST FOR PT OF LTS
Grantor :MID CITY BANK INC TR Grantee :PRIME REALTY INC							
PDOR 2001-				BRVABUPA 55			OF 2001-04856 SEE INST FOR PT

200439709

YES

12-03

OF LTS

Grantor :KRUGER ERIC W TR Grantee :BROOK VALLEY II LTD

200206890

YES

NOD

2002-02-21

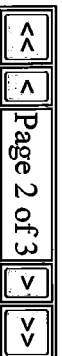
BRVABUPA 55

RE 99-30103 SEE INST FOR PT

Grantor :MID CITY BANK TR Grantee :WHOM IT MAY CONCERN ETAL

User = ENTESG
 Search Type SubDivision # Records Found 35
 Search Criteria = SubDivision Acronym BRVABUPA Lot 55 Blk
 Images maybe DELAYED for viewing.

If the Image button says YES, but you get no image try again in a few hours.



Instr #	Image? Type	Filed Date	Acronym	Lot Block Part	Remarks
<input checked="" type="checkbox"/> 200243101	YES NOT	2002-04-09	BRVABUPA 55		RE 02-80785 BANKRUPTCY
<input checked="" type="checkbox"/> 200372326	YES QCD	2003-12-12	BRVABUPA 55		AKA LT55A
<input checked="" type="checkbox"/> 200372327	YES WD	2003-12-12	BRVABUPA 55		AKA LT55A <i>Pr</i>
<input checked="" type="checkbox"/> 200372328	YES DOR	2003-12-12	BRVABUPA 55		99-30103 AKA LT55A
<input checked="" type="checkbox"/> 200402589	YES DOR	2004-02-02	BRVABUPA 55		2001-04856 SEE INST FOR EXC
<input checked="" type="checkbox"/> 200516429	YES WD	2005-05-19	BRVABUPA 55		SEE INST FOR PT OF LTS
<input checked="" type="checkbox"/> 200516430	YES DOT	2005-05-19	BRVABUPA 55		SEE INST FOR PT
<input checked="" type="checkbox"/> 20090252	YES DOT	2009-01-07	BRVABUPA 55		AKA 55A SEE INST FOR PART
<input checked="" type="checkbox"/> 200900253	YES HSC	2009-01-07	BRVABUPA 55		AKA 55A SEE INST FOR EXC
<input checked="" type="checkbox"/> 20090254	YES UCC	2009-01-07	BRVABUPA 55		AKA 55A SEE INST FOR EXC
<input checked="" type="checkbox"/> 200930245	YES UCCT	2009-09-15	BRVABUPA 55		2009-00254 SEE INST FOR EXC AKA LT 55A
<input checked="" type="checkbox"/> 200930257	YES DOR	2009-09-15	BRVABUPA 55		2009-00252 SEE INST FOR EXC- AKA LT 55A
<input checked="" type="checkbox"/> 201002853	YES ORD	2010-02-02	BRVABUPA 55		09-00 253 also?
<input checked="" type="checkbox"/> 201021077	YES MODA	2010-08-16	BRVABUPA 55		2005-16430 SEE INST FOR PT LT 55

201031753

YES

11-09

~~Grantor~~ :ZYCH RONALD J ETAL Grantee :AMERICAN NATIONAL BANK ETAL

201031754

YES

AOR

2010-11-09

BRVABUPA 55

SEE INST FOR PT LT

~~Grantor~~ :ZYCH RONALD J ETAL Grantee :AMERICAN NATIONAL BANK

User = ENTJESC

Search Type SubDivision # Records Found 35
Search Criteria = SubDivision Acronym BRVABUPA Lot 55 Blk

Images maybe DELAYED for viewing.

If the Image button says YES, but you get no image try again in a few hours.



Instr #	Image? Type	Filed Date	Acronym	Lot Block Part	Remarks
<input checked="" type="checkbox"/> 201031755	<input type="checkbox"/> YES HSC	2010-11-09	BRVABUPA 55		SEE INST FOR PT LT
Grantor :ZYCH RONALD J ETAL Grantee :AMERICAN NATIONAL BANK					
<input checked="" type="checkbox"/> 201031756	<input type="checkbox"/> YES UCC	2010-11-09	BRVABUPA 55		SEE INST FOR PT LT
Grantor :ZYCH RONALD J ETAL Grantee :AMERICAN NATIONAL BANK					
<input checked="" type="checkbox"/> 201104674	<input type="checkbox"/> YES PLAT	2011-02-14	BRVABUPA 55		LTS 33C & 55 (LT 55A) BRVABUPA NKA LTS 1 & 2 BRVAPUBAREFOUR
Grantor :ZYGH RON J ETAL Grantee :WHOM IT MAY CONCERN					

COMMONWEALTH LAND TITLE INSURANCE COMPANY

ALTA COMMITMENT

ISSUED THROUGH THE OFFICE OF:
SPENCE TITLE SERVICES, INC.
1905 HARNEY STREET - SUITE 210
OMAHA, NEBRASKA 68102
TELEPHONE: (402) 345-8844
TELECOPY: (402) 345-4634

PLEASE DIRECT INQUIRIES TO: Rick L. Schmidt (CW)

SCHEDULE A

Application Number TA-47257

1. Effective Date: August 1, 2003 at 8:00 A.M.

2. Policy or Policies to be issued:

"ALTA" OWNER POLICY: 10-17-92

Amount: \$98,000.00

Premium:

\$349.00

Proposed Insured:

RONALD J. ZYCH AND KAREN J. ZYCH,
Husband and Wife.

"ALTA" LOAN POLICY: 10-17-92

\$

\$

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and is at the effective date hereof vested in:
PRIME REALTY, INC.

4. The land referred to in this Commitment is described as follows:

SEE EXHIBIT "A" HERETO ATTACHED FOR LEGAL DESCRIPTION.

SPENCE TITLE SERVICES, INC.

Countersigned: 
Authorized Agent

COMMONWEALTH LAND TITLE INSURANCE COMPANY

TA-47257

SCHEDULE B - SECTION 1

The following are the requirements to be complied with:

1. Pay the full consideration to, or for the account of, the grantors or mortgageors.
 2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
 3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and, have released of record all liens or notice of intent to perfect a lien for labor or material.
 4. Instrument(s) creating the estate(s) or interest(s) to be insured must be executed and filed for record, to-wit:
 - REQUIRE Warranty Deed to be executed by Prime Realty, Inc., a Nebraska corporation, as Debtor in Possession, in due corporate form, by its President or Vice President, in favor of Proposed Insured Purchasers.
 5. The records in the Office of the Secretary of State of Nebraska reveal that Prime Realty, Inc. was administratively dissolved for non-payment of corporate occupation taxes on April 16, 2003.
 - REQUIRE that said corporation be reinstated.
 6. Bankruptcy Proceedings in the United States Bankruptcy Court for the District of Nebraska, Case No. BK 02-80785, entitled: Prime Realty, Inc., Debtor.
 - Notice of the above Bankruptcy Proceedings was recorded April 9, 2002, as Instrument No. 2002-13101 of the Records of Sarpy County, Nebraska, and indexed against subject property.
 - REQUIRE that satisfactory proof be furnished to this Company from said Court that said Debtor is authorized to sell and convey subject property.
- Handwritten notes for item 6:*
 → *Must have a public sale to pull up on loan - BK trustee does not bid past - closed 2002*

Real Estate Deed of Trust (With Future Advance Clause) dated September 22, 1999 and recorded September 27, 1999, as Instrument No. 99-30103 of the Records of Sarpy County, Nebraska, executed by Prime Realty, Inc., a Nebraska corporation, in favor of Mid City Bank, Trustee, and Mid City Bank, Beneficiary, securing the sum of \$343,650.00 and any other amounts payable under the terms thereof. (Encumbers other property also.)
 Notice of Default under the above Deed of Trust was recorded October 5, 2001, as Instrument No. 2001-32352 of the Records of Sarpy County, Nebraska.
 Notice of Default under the above Deed of Trust was recorded February 21, 2002, as Instrument No. 2002-06590 of the Records of Sarpy County, Nebraska.
 REQUIRE deed of partial reconveyance for the above Deed of Trust for subject property.

Deed of Trust dated February 28, 2001 and recorded March 1, 2001, as Instrument No. 2001-04856 of the Records of Sarpy County, Nebraska, executed by Prime Realty, Inc., in favor of Eric W. Krueger, Trustee, and Darland Construction Company, Beneficiary, securing an undisclosed sum. (Encumbers other property also.)
 REQUIRE deed of partial reconveyance for the above Deed of Trust for subject property.

Handwritten notes:
 12-10-03
 Repairs
 REC 210.500
 \$ 11

W. J. Howard
11-6-02

9. Federal Tax Lien Serial Number 390254635 recorded March 18, 2002, as Instrument No. 2002-09779 of the Records of Sarpy County, Nebraska, against ~~Paine Realty, Inc.~~, in the amount of \$16,831.40 together with penalty and interest, on all property and rights to property of said taxpayer.
REQUIRE discharge of the ~~above~~ Federal Tax Lien -OR- release of subject property from the lien thereof.

10. REQUIRE execution of the attached Affidavit Regarding Owner by the titleholder.

11. In order to delete the standard exception to survey, as shown on this Commitment, we REQUIRE a current comprehensive survey of the premises showing location of all improvements, easements and encroachments thereon, and that it be duly certified by a Nebraska Registered Land Surveyor in manner acceptable to this Company.

12. Upon receipt of an acceptable survey and the Affidavit required above, final policy(ies) will contain the following exception in lieu of the standard exception to rights and claims of parties in possession: Rights and claims of lessees/tenants under unrecorded leases, contracts and/or verbal agreements.

NOTE: Please notify this Company when all requirements have been met so that we may issue the final policy(ies).

NOTE: Please order a verbal update from this title company prior to closing this transaction to determine any matters appearing of record after the effective date of this commitment.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

TA-47257

SCHEDULE B - SECTION 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien or right to a lien for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

SPECIAL EXCEPTIONS

(Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by this Policy.)

6. General taxes due and payable at the date hereof:
1999 taxes: \$476.50 total and interest is delinquent.
2000 taxes: \$1,325.18 total and interest is delinquent.
2001 taxes: \$2,759.10 total and interest is delinquent.
2002 taxes: \$1,774.56 total and interest is delinquent.
Key Number: 011336072.
7. Special taxes or assessments now pending, assessed or levied, but payable in future installments, and not yet certified to the Office of the County Treasurer for collection at the date hereof.
8. Special taxes or assessments certified to the Office of the County Treasurer at the date hereof:
Sewer, Paving, Water and Power Assessment No. Z-27064-0-1 levied February 24, 2000, in the amount of \$38,011.63, is payable in 10 annual installments, of which none have been paid.
NOTE: Subject property lies within SID No. 59.
9. Easements granted by the Plat and Dedication of Brook Valley Business Park recorded March 2, 1998, as Instrument No. 98-04558 of the Records of Sarpy County, Nebraska, as shown on Plat Survey, and on, over, through, under and across a 5 foot wide strip of land abutting all front and side boundary lot lines; an 8 foot wide strip of land adjoining the rear boundary lines of all interior lots; and, a 16 foot wide strip of land adjoining the rear boundary lines of all exterior lots, with provision for said 16 foot wide easement to be reduced to 8 feet.

Plat Survey reveals a 15 foot wide permanent easement granted to Burlington Northern, Inc. affecting the Southwesterly portion of subject property; a permanent sanitary sewer easement granted to SID No. 59 affecting a portion of subject property; and, a permanent sewer and drainage easement affecting portions of subject property.

10. C Covenants, conditions and restrictions contained in instrument dated March 2, 1998 and recorded March 23, 1999, as Instrument No. 99-08356 of the Records of Sarpy County, Nebraska.
Provisions for architectural control and approval of construction plans set forth therein.
11. C Easement granted to Burlington Northern, Inc. by instrument dated May 2, 1972 and recorded May 11, 1972, in Book 45 at Page 229 of the Miscellaneous Records of Sarpy County, Nebraska, to construct, operate and maintain railroad trackage, drainage facilities and appurtenances in a portion of subject property.
12. 5188 Permanent Easement granted to Sanitary and Improvement District No. 59 of Sarpy County, Nebraska, its successors and assigns, by instrument dated January 27, 1978 and recorded February 2, 1978, in Book 51 at Page 71, and re-recorded February 8, 1978, in Book 51 at Page 88, both of the Miscellaneous Records of Sarpy County, Nebraska, to construct, operate and maintain a sanitary sewer pipeline and appurtenances in a portion of subject property.
13. C Terms and provisions of Subdivision Agreement dated February 23, 1993 and recorded August 11, 1999, as Instrument No. 99-25496 of the Records of Sarpy County, Nebraska.

TA-47257

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 55, in BROOK VALLEY BUSINESS PARK, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska, EXCEPT that part described as follows:

Beginning at the Northeast corner of said Lot 55; thence South $87^{\circ}38'24''$ West (assumed bearing), 240.18 feet, on the North line of said Lot 55, to the Northwest corner thereof; thence South $16^{\circ}44'12''$ East, 69.14 feet, on the West line of said Lot 55; thence Southeasterly, on the Westerly line of said Lot 55, on a 548.71 foot radius curve to the left, chord bearing South $21^{\circ}27'52''$ East, chord distance 90.45 feet, an arc distance of 90.55 feet; thence North $65^{\circ}09'37''$ East, 223.71 feet, on a non-tangent line, to the Easterly line of said Lot 55; thence Northwesterly, on the Easterly line of said Lot 55, on a non-tangent 175.00 foot radius curve to the right, chord bearing North $13^{\circ}36'00''$ West, chord distance 68.22 feet, an arc distance of 68.66 feet, to the Point of Beginning.

NOTE: The above premises is also sometimes known as Lot 55A, in BROOK VALLEY BUSINESS PARK, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

2003-723274

TA-47257

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 55, in BROOK VALLEY BUSINESS PARK, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska, EXCEPT that part described as follows:

Beginning at the Northeast corner of said Lot 55; thence South $87^{\circ}38'24''$ West (assumed bearing), 240.18 feet, on the North line of said Lot 55, to the Northwest corner thereof; thence South $16^{\circ}44'12''$ East, 69.14 feet, on the West line of said Lot 55; thence Southeastly, on the Westerly line of said Lot 55, on a 548.71 foot radius curve to the left, chord bearing South $21^{\circ}27'52''$ East, chord distance 90.45 feet, an arc distance of 90.55 feet; thence North $65^{\circ}09'37''$ East, 223.71 feet, on a non-tangent line, to the Easterly line of said Lot 55; thence Northwestery, on the Easterly line of said Lot 55, on a non-tangent 175.00 foot radius curve to the right, chord bearing North $13^{\circ}36'00''$ West, chord distance 68.22 feet, an arc distance of 68.66 feet, to the Point of Beginning.

NOTE: The above premises is also sometimes known as Lot 55A, in BROOK VALLEY BUSINESS PARK, a Subdivision, as surveyed, platted and recorded, in Sarpy County, Nebraska.

FILED SARP CO. NE.
 INSTRUMENT NUMBER
 2009-00253
 2009 JAN -7 11:15 9
 REGISTER OF DEEDS

COUNTER 04
 VERIFY 00 DE 17
 PROOF P 05.50
 FEES \$ 031424
 CHECK # 031390 / 031424
 CASH
 DEBIT
 CREDIT

2009 JAN -7 11:15 9
 REGISTER OF DEEDS

APRE
 AMELIA J. BERRY
 WHEN RECORDED MAIL TO:

Loan Operations
 3423 West Broadway
 General Bldg. A-51503
 PO BOX 18103-9735

FOR RECORDER'S USE ONLY

2
 834003



HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES AGREEMENT dated December 23, 2008, is made and executed among Ronald J. Zych, whose address is 6712 S. 91st Ave., Omaha, NE 68127 and Karen J. Zych, whose address is 6712 S. 91st Ave., Omaha, NE 68127 (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); and American National Bank, 90th & Dodge Branch, 8990 W Dodge Road, Omaha, NE 68114 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

PROPERTY DESCRIPTION. The word "Property" as used in this Agreement means the following Real Property located in Sarpy County, State of Nebraska:

See A, which is attached to this Agreement and made a part of this Agreement as if fully set forth herein.

The Real Property or its address is commonly known as 7102 S. 109th Ave., Lavista, NE 68128.

REPRESENTATIONS. The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

Use of Property. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substances by any person on, under, or about the Property.

Hazardous Substances. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCBs, lead paints or other Hazardous Substances, whether used in construction or stored on the Property.

No Notices. Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters, ambient air or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, flora, air or other natural resources.

AFFIRMATIVE COVENANTS. Indemnitor covenants with Lender as follows:

Use of Property. Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances, PCBs, lead paint or asbestos.

Compliance with Environmental Laws. Indemnitor shall cause the Property and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws with respect to such keep in effect and comply with all governmental permits and authorizations required by Environmental Laws and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

Preventive, Investigatory and Remedial Action. Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage (including damage to Occupant's own property), personal injury or damage to the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Note default rate, or in the absence of a default rate, at the Note interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

Notices. Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or

**HAZARDOUS SUBSTANCES AGREEMENT
(Continued)**

threaten to impair, Indemntor's ability to perform any of its obligations under this Agreement when such performance is due.

Access to Records. Indemntor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemntor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

Inspections. Lender reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and Indemntor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemntor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement, or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemntor to furnish Lender at Indemntor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to any Indemntor or to any other person.

INDEMNITOR'S WAIVER AND INDEMNIFICATION. Indemntor hereby agrees to and shall indemnify, defend, and hold harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents from and against any and all claims, demands, lawsuits, losses, liabilities, costs, fines, penalties and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review, consultants' fees, remedial action costs, natural resource damages and diminution in value) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property, or any other operations of Indemntor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, including without limitation any natural resource damages, or (b) arising out of or related to any noncompliance with or violation of Environmental Laws or any applicable permits or approvals, or (c) on account of injury to Lender or any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant, representation or warranty contained in this Agreement, (ii) the violation of any Environmental Laws, permits, authorizations or approvals, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances on the Property, or (iv) the contamination of any of the Property by, or the presence, release or threatened release of, Hazardous Substances by any means whatsoever (explicitly including without limitation any presently existing contamination of the Property, whether or not previously disclosed to Lender), or (d) pursuant to this Agreement. Indemntor's obligations under this section shall survive the termination of this Agreement and as set forth below in the Survival section. In addition to this indemnity, Indemntor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemntor becomes liable for cleanup or other costs under any Environmental Laws.

PAYMENT: FULL RECOURSE TO INDEMNITOR. Indemntor intends that Lender shall have full recourse to Indemntor for Indemntor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemntor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Note default rate, or in the absence of a default rate, at the Note interest rate.

SURVIVAL. The covenants contained in this Agreement shall survive (A) the repayment of the indebtedness, (B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appraisals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports, surveyors' reports, and appraisal fees and title insurance), to the extent permitted by applicable law. Indemntor also will pay any court costs. In addition to all other sums provided by law.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Nebraska.

Joint and Several Liability. All obligations of Indemntor under this Agreement shall be joint and several, and all references to Indemntor shall mean each and every Indemntor. This means that each Indemntor signing below is responsible for all obligations in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Indemntor, shall constitute a waiver of any of Lender's rights or of any of Indemntor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute contributing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender. Indemntor hereby waives notice of acceptance of this Agreement by Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Indemntor agrees to keep Lender informed at all times of Indemntor's current address. Unless otherwise provided or required by law, if there is more than one Indemntor, any notice given by Lender to any Indemntor is deemed to be notice given to all Indemntors.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

B

Loan No: 834003

**HAZARDOUS SUBSTANCES AGREEMENT
(Continued)**

Page 3

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Indemitor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Indemitor, Lender, without notice to Indemitor, may deal with Indemitor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Indemitor from the obligations of this Agreement or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

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

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

Agreement. The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

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

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Indemitor's obligations or expenses incurred by Lender to enforce Indemitor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

Lender. The word "Lender" means American National Bank, its successors and assigns.

Note. The word "Note" means the Note executed by Ronald J. Zych and Karen J. Zych in the principal amount of \$300,000.00 dated December 23, 2008, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Occupant. The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Property, whether as owner, tenant, operator or other occupant.

Property. The word "Property" means all of Indemitor's right, title and interest in and to all the Property as described in the "Property Description" section of this Agreement.

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

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

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED DECEMBER 23, 2008.

BORROWER:

X 
Ronald J. Zych

X 
Karen J. Zych

LENDER:

X 
Authorized Signer

AMERICAN NATIONAL BANK

C

Loan No: 834003

HAZARDOUS SUBSTANCES AGREEMENT
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this day before me, the undersigned Notary Public, personally appeared Ronald J. Zych, to me known to be the individual described in and who executed the Hazardous Substances Agreement, and acknowledged that he or she signed the Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23 day of November, 2008.



By Sheryl A. Ridley
Notary Public in and for the State of Nebraska
Residing at 1818 S. 10th
My commission expires July 20, 2010

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this day before me, the undersigned Notary Public, personally appeared Karen J. Zych, to me known to be the individual described in and who executed the Hazardous Substances Agreement, and acknowledged that he or she signed the Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23 day of November, 2008.



By Sheryl A. Ridley
Notary Public in and for the State of Nebraska
Residing at 1818 S. 10th
My commission expires July 20, 2010

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 23 day of November, 2008 before me, the undersigned Notary Public, personally appeared Sheryl A. Ridley and known to me to be the Notary Public authorized agent for American National Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of American National Bank, duly authorized by American National Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of American National Bank.

By Sheryl A. Ridley
Notary Public in and for the State of Nebraska
Residing at 1818 S. 10th
My commission expires July 20, 2010



2009-00253 D

Exhibit A

The land referred to herein is described as follows:


Lot Fifty-Five (55), in Brook Valley Business Park, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, EXCEPT that part described as follows:

Beginning at the Northeast corner of said Lot 55, thence South 87 degrees 38 minutes 24 seconds West (assumed bearing), 240.18 feet on the North line of said Lot 55, to the Northwest corner thereof; thence South 16 degrees 44 minutes 12 seconds East, 69.14 feet, on the West line of said lot 55; thence Southeasterly, on the Westerly line of said Lot 55, on a 548.71 foot radius curve to the left, chord bearing South 21 degrees 27 minutes 52 seconds East, chord distance 90.45 feet, an arc distance of 90.55 feet; thence North 65 degrees 09 minutes 37 seconds East, 223.71 feet, on a non tangent line, to the Easterly line of said Lot 55; thence Northwesterly, on the Easterly line of said Lot 55, on a non-tangent 175.00 foot radius curve to the right, chord bearing North 13 degrees 36 minutes 00 seconds West, chord distance of 68.22 feet, an arc distance of 68.66 feet, to the point of beginning.

NOTE: The above premises is also sometimes known as Lot 55A, in Brook Valley Business Park, a Subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska.

Assessor's Parcel Number (APN): See Tax Information on Schedule B Exceptions.

COUNTER IS _____
VERIFY IS _____
FEES \$ 40.50
CHG SELE _____
SUBMITTED AMERICAN NATIONAL BANK

FILED SARPYPY CO. NE.
INSTRUMENT NUMBER
2010-31753
2010 Nov 09 02:38:16 PM
Deed of Trust
REGISTER OF DEEDS


WHEN RECORDED MAIL TO:
American National Bank
South & Dodge Branch
8990 W Dodge Road
Omaha, NE 68114

FOR RECORDER'S USE ONLY

710356



00000000000870356034010252010*

DEED OF TRUST

THIS DEED OF TRUST is dated October 25, 2010, among Ronald J. Zych and Karen J Zych; Husband and Wife, whose address is 6712 S. 91st Ave., Omaha, NE 68142 ("Trustor"); American National Bank, whose address is 90th & Dodge Branch, 8990 W Dodge Road, Omaha, NE 68114 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and American National Bank, whose address is 8990 W Dodge Road, Omaha, NE 68114 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustee in trust, WITH POWER OF SALE, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or attached buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in ditches with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Sarpy County, State of Nebraska:

See A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 7102 S. 109th Ave, Omaha, NE 68142.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Trustor to Lender, or any one or more of them, as well as all claims by Lender against Trustor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Trustor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether such amounts may be or hereafter may become otherwise unenforceable.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and all Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE UNDERBIDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property; shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property or lands to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have

**DEED OF TRUST
(Continued)**

been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property, whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Nebraska law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under this lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to

discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver, or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

**DEED OF TRUST
(Continued)**

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Trustor, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness, or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Acceleration Upon Default; Additional Remedies. If any Event of Default occurs as per the terms of the Note secured hereby, Lender may declare all Indebtedness secured by this Deed of Trust to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter, Lender may:

- (a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Property, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or part of the Property or interest in the Property; increase the income from the Property or protect the security of the Property; and, with or without taking possession of the Property, sue for, or otherwise collect the rents, issues and profits of the Property, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection attorneys' fees, to any Indebtedness secured by this Deed of Trust, all in such order as Lender may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, and the application thereof shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done in response to such default or pursuant to such notice of default; and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Trustee or Lender shall be entitled to exercise every right provided for in the Note or the Related Documents or by law upon the occurrence of any event of default, including the right to exercise the power of sale;

- (b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver or specifically enforce any of the covenants hereof; and

- (c) Deliver to Trustee a written declaration of default and demand for sale and a written notice of default and election to cause Trustor's interest in the Property to be sold, which notice Trustee shall cause to be duly filed for record in the appropriate offices of the County in which the Property is located; and

- (d) With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Nebraska Uniform Commercial Code.

Foreclosure by Power of Sale. If Lender elects to foreclose by exercise of the Power of Sale herein contained, Lender shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured by this Deed of Trust as Trustee may require.

- (a) Upon receipt of such notice from Lender, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after such time as may then be required by law and after recording of such Notice of Default and after Notice of Sale having been given as required by law, sell the Property at the time and place or sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation Trustor, Trustee, or Lender, may purchase at such sale.

- (b) As may be permitted by law, after deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of (i) all sums expended under the terms of this Deed of Trust or under the terms of the Note not then repaid, including but not limited to accrued interest and late charges, (ii) all other sums then secured hereby, and (iii) the remainder, if any, to the person or persons legally entitled thereto.

- (c) Trustee may in the manner provided by law postpone sale of all or any portion of the Property.

Remedies Not Exclusive. Trustee and Lender, and each of them, shall be entitled to enforce payment and performance of any Indebtedness or obligations secured by this Deed of Trust and to exercise all rights and powers under this Deed of Trust, under the Note, under any of the Related Documents, or under any other agreement or any laws now or hereafter in force, notwithstanding, some or all of such Indebtedness and obligations secured by this Deed of Trust 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 contained in this Deed of Trust, shall prejudice or in any manner affect Trustee's or Lender's right to realize upon or enforce any other security now or hereafter held by Trustee or Lender, it being agreed that Trustee and Lender, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Lender or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy conferred upon or reserved to Trustee or Lender, is intended to be exclusive of any other remedy in this Deed of Trust or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given in this Deed of Trust or now or hereafter existing at law or in equity or by statute. Every power or remedy given by the Note or any of the Related Documents to Trustee or Lender 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 Lender, and either of them may pursue inconsistent remedies. Nothing in this Deed of Trust shall be construed as prohibiting Lender from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law. Election by Lender to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Request for Notice. Trustor, on behalf of Trustor and Lender, hereby requests that a copy of any Notice of Default and a copy of any Notice of Sale under this Deed or Trust be mailed to them at the addresses set forth in the first paragraph of this Deed of Trust.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Trustee, Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Sary County, State of Nebraska. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page (or computer system reference) where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by all the beneficiaries under this Deed of Trust or their successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be changed or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property, at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Nebraska.

Joint and Several Liability. All obligations of Trustor under this Deed of Trust shall be joint and several, and all references to Trustor shall mean each and every Trustor. This means that each Trustor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or

enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

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

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

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

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

Beneficiary. The word "Beneficiary" means American National Bank, and its successors and assigns.

Borrower. The word "Borrower" means Ronald J. Zych and Karen J. Zych and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

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

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

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

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

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

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

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

Lender. The word "Lender" means American National Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated October 25, 2010, in the original principal amount of \$290,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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

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

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

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

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

Trustee. The word "Trustee" means American National Bank, whose address is 8990 W Dodge Road, Omaha, NE 68114 and any substitute or successor trustee.

Trustor. The word "Trustor" means Ronald J. Zych and Karen J. Zych.

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

TRUSTOR OF:

X
Ronald J. Zych

X
Karen J. Zych

X
Karen J. Zych

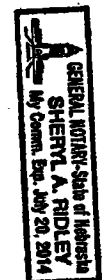
DEED OF TRUST
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
)
) SS
COUNTY OF Dauphin)

On this day before me, the undersigned Notary Public, personally appeared Ronald J. Zych, to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25 day of October, 2010.



By Sheryl A. Ridley
Notary Public in and for the State of Alabama
Residing at 1000 1/2 N. 1st St., Montgomery, AL 36104
My commission expires July 20, 2014

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
)
) SS
COUNTY OF Dauphin)

On this day before me, the undersigned Notary Public, personally appeared Karen J. Zych, to me known to be the individual described in and who executed the Deed of Trust, and acknowledged that he or she signed the Deed of Trust as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25 day of October, 2010.



By Karen J. Zych
Notary Public in and for the State of Alabama
Residing at 1000 1/2 N. 1st St., Montgomery, AL 36104
My commission expires July 20, 2014

REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

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

Date: _____ Beneficiary: _____
By: _____
Iss: _____

EXHIBIT "A"

The land referred to herein is described as follows:

Lot Fifty-Five (55), in Brook Valley Business Park, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, EXCEPT that part described as follows:

Beginning at the Northeast corner of said Lot 55; thence South 87 degrees 38 minutes 24 seconds West (assumed bearing), 240.18 feet on the North line of said Lot 55, to the Northwest corner thereof; thence South 16 degrees 44 minutes 12 seconds East, 69.14 feet, on the West line of said Lot 55; thence Southeasterly, on the Westerly line of said Lot 55, on a 548.71 foot radius curve to the left, chord bearing South 21 degrees 27 minutes 52 seconds East, chord distance 90.45 feet, an arc distance of 90.55 feet; thence North 65 degrees 09 minutes 37 seconds East, 223.71 feet, on a non-tangent line, to the Easterly line of said Lot 55; thence Northwesterly, on the Easterly line of said Lot 55, on a non-tangent 175.00 foot radius curve to the right, chord bearing North 13 degrees 36 minutes 00 seconds West, chord distance of 68.22 feet, an arc distance of 68.66 feet, to the point of beginning.

NOTE: The above premises is also sometimes known as Lot 55A, in Brook Valley Business Park, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

Assessor's Parcel Number (APN): See Tax Information on Schedule B Exceptions

COUNTER JS
VERIFY JS
FEES \$ 25.50
CHG SEILE
SUBMITTED AMERICAN NATIONAL BANK

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2010-31754
2010 Nov 09 02:38:16 PM
Ronald J. Zych
REGISTER OF DEEDS

WHEN RECORDED MAIL TO:
American National Bank
90th & Dodge Branch
8990 W Dodge Road
Omaha, NE 68114

FOR RECORDER'S USE ONLY



00000000000870356011510252010

ASSIGNMENT OF RENTS

8703564

THIS ASSIGNMENT OF RENTS dated October 25, 2010, is made and executed between Ronald J. Zych and Karen J Zych; Husband and Wife, whose address is 6712 S. 91st Ave., Omaha, NE 68142 (referred to below as "Grantor") and American National Bank, whose address is 8990 W Dodge Road, Omaha, NE 68114 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Sarpy County, State of Nebraska:

See A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.
The Property or its address is commonly known as 7102 S. 109th Ave, Omaha, NE 68142.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.
Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force. No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property; including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Nebraska and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act

exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any Bankruptcy or insolvency laws by or against Grantor.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guaranty. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party or any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings including efforts to modify or vacate any automatic stay or injunction, appeals, and any arbitrator's post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**ASSIGNMENT OF RENTS
(Continued)**

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Nebraska.

Joint and Several Liability. All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Assignment.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as Grantor, the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, or any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

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

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

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

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

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Ronald J. Zych and Karen J. Zych.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

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

Grantor. The word "Grantor" means Ronald J. Zych and Karen J. Zych.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

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

Lender. The word "Lender" means American National Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated October 25, 2010, in the original principal amount of \$290,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the

ASSIGNMENT OF RENTS
(Continued)

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

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON OCTOBER 25, 2010.

GRANTOR:

X Ronald Joseph
Ronald J. Zych
X Karen J. Zych
Karen J. Zych

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

On this day before me, the undersigned Notary Public, personally appeared Ronald J. Zych, to me known to be the individual described in and who executed the ASSIGNMENT OF RENTS, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25 day of October, 2010.



By Ronald J. Zych
Notary Public in and for the State of
Residing at 1000 E. Washtenaw
My commission expires July 20, 2014

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

On this day before me, the undersigned Notary Public, personally appeared Karen J. Zych, to me known to be the individual described in and who executed the ASSIGNMENT OF RENTS, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25 day of October, 2010.



By Karen J. Zych
Notary Public in and for the State of
Residing at 1000 E. Washtenaw
My commission expires July 20, 2014

EXHIBIT "A"

The land referred to herein is described as follows:

Lot Fifty-Five (55), in Brook Valley Business Park, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, EXCEPT that part described as follows:

Beginning at the Northeast corner of said Lot 55; thence South 87 degrees 38 minutes 24 seconds West (assumed bearing), 240.18 feet on the North line of said Lot 55, to the Northwest corner thereof; thence South 16 degrees 44 minutes 12 seconds East, 69.14 feet, on the West line of said Lot 55; thence Southeasterly, on the Westerly line of said Lot 55, on a 548.71 foot radius curve to the left, chord bearing South 21 degrees 27 minutes 52 seconds East, chord distance 90.45 feet, an arc distance of 90.55 feet; thence North 65 degrees 09 minutes 37 seconds East, 223.71 feet, on a non-tangent line, to the Easterly line of said Lot 55; thence Northwesterly, on the Easterly line of said Lot 55, on a non-tangent 175.00 foot radius curve to the right, chord bearing North 13 degrees 36 minutes 00 seconds West, chord distance of 68.22 feet, an arc distance of 68.66 feet, to the point of beginning.

NOTE: The above premises is also sometimes known as Lot 55A, in Brook Valley Business Park, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

Assessor's Parcel Number (APN): See Tax Information on Schedule B Exceptions

COUNTER JS
VERIFY JS
FEES \$ 25.50
CHG FILE
SUBMITTED AMERICAN NATIONAL BANK

FILED SARPY CO. NE
INSTRUMENT NUMBER
2010-31755
2010 Nov 09 02:38:16 PM
Steph. Darling
REGISTER OF DEEDS

WHEN RECORDED MAIL TO:
American National Bank
90th & Dodge Branch
8990 W Dodge Road
Omaha, NE 68114

FOR RECORDER'S USE ONLY

8703504



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HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES AGREEMENT dated October 25, 2010, is made and executed among Ronald J. Zych, whose address is 6712 S 91st Ave, Omaha, NE 68127 and Karen J. Zych, whose address is 6712 S. 91 St, Omaha, NE 68127 (sometimes referred to below as "Borrower" and sometimes as "Indemntor"); and American National Bank, 90th & Dodge Branch, 8990 W Dodge Road, Omaha, NE 68114 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

PROPERTY DESCRIPTION. The word "Property" as used in this Agreement means the following Real Property located in Sarpy County, State of Nebraska:

See A, which is attached to this Agreement and made a part of this Agreement as if fully set forth herein.

The Real Property or its address is commonly known as 7102 S. 109th Ave, Omaha, NE 68142.

REPRESENTATIONS. The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

Use of Property. After due inquiry and investigation, Indemntor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substances by any person on, under, or about the Property.

Hazardous Substances. After due inquiry and investigation, Indemntor has no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCBs, lead paints or other Hazardous Substances, whether used in construction or stored on the Property.

No Notices. Indemntor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters, ambient air or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, flora, air or other natural resources.

AFFIRMATIVE COVENANTS. Indemntor covenants with Lender as follows:

Use of Property. Indemntor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances, PCBs, lead paint or asbestos.

Compliance with Environmental Laws. Indemntor shall cause the Property and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemntor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

Preventive, Investigatory and Remedial Action. Indemntor shall exercise extreme care in handling Hazardous Substances if Indemntor uses or encounters any. Indemntor, at Indemntor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws; or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemntor fails to perform any of Indemntor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemntor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemntor to Lender upon demand with interest at the Note default rate, or in the absence of a default rate, at the Note interest rate. Lender and Indemntor intend that Lender shall have full recourse to Indemntor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemntor, Lender shall at all times be deemed to be the agent of Indemntor and shall not be liable for any such performance as if Indemntor were assuming any responsibility of Indemntor under any Environmental Law or to any third party. Indemntor hereby irrevocably appoints Lender as Indemntor's attorney-in-fact with full power to perform such of Indemntor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

Notes. Indemntor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to

**HAZARDOUS SUBSTANCES AGREEMENT
(Continued)**

be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemntor's ability to perform any of its obligations under this Agreement when such performance is due.

Access to Records. Indemntor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemntor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operators conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

Inspections. Lender reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and Indemntor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemntor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemntor to furnish Lender at Indemntor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to any Indemntor or to any other person.

INDEMNITOR'S WAIVER AND INDEMNIFICATION. Indemntor hereby agrees to and shall indemnify, defend, and hold harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents from and against any and all claims, demands, losses, liabilities, costs, fines, penalties and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review, consultants' fees, remedial action costs, natural resource damages and diminution in value) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property, or any other operations of Indemntor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, including without limitation any natural resource damages, or (b) arising out of or related to any noncompliance with or violation of Environmental Laws or any applicable permits or approvals, or (c) on account of injury to Lender or any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant, representation or warranty contained in this Agreement, (ii) the violation of any Environmental Laws, permits, authorizations or approvals, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances by any means whatsoever (explicitly including without limitation any presence, release or threatened release of, Hazardous Substances by any means disclosed to Lender), or (d) pursuant to this Agreement, presently existing contamination of the Property, whether or not previously disclosed to Lender, or (e) pursuant to this Agreement, Indemntor's obligations under this section shall survive the termination of this Agreement and as set forth below in the Survival section. In addition to this indemnity, Indemntor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemntor becomes liable for cleanup or other costs under any Environmental Laws.

PAYMENT: FULL RECOURSE TO INDEMNITOR. Indemntor intends that Lender shall have full recourse to Indemntor for Indemntor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemntor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Note default rate, or in the absence of a default rate, at the Note interest rate.

SURVIVAL. The covenants contained in this Agreement shall survive (A) the repayment of the indebtedness, (B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be changed or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveys' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Indemntor also will pay any court costs, in addition to all other sums provided by law.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Nebraska.

Joint and Several Liability. All obligations of Indemntor under this Agreement shall be joint and several, and all references to Indemntor shall mean each and every Indemntor. This means that each Indemntor signing below is responsible for all obligations in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Indemntor, shall constitute a waiver of any of Lender's rights or of any of Indemntor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender. Indemntor hereby waives notice of acceptance of this Agreement by Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notice under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Indemntor agrees to keep Lender informed at all times of Indemntor's current address. Unless otherwise provided or required by law, if there is more than one Indemntor, any notice given by Lender to any Indemntor is deemed to be notice given to all Indemntors.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**HAZARDOUS SUBSTANCES AGREEMENT
(Continued)**

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Indemitor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Indemitor, Lender, without notice to Indemitor, may deal with Indemitor's successors with reference to this Agreement and the Indebtedness by way of foreclosure or extension without releasing Indemitor from the obligations of this Agreement or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

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

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

Agreement. The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

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

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Indemitor's obligations or expenses incurred by Lender to enforce Indemitor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

Lender. The word "Lender" means American National Bank, its successors and assigns.

Note. The word "Note" means the Note executed by Ronald J. Zych and Karen J. Zych in the principal amount of \$290,000.00 dated October 25, 2010, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Occupant. The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Property, whether as owner, tenant, operator or other occupant.

Property. The word "Property" means all of Indemitor's right, title and interest in and to all the Property as described in the "Property Description" section of this Agreement.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Agreement. Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED OCTOBER 25, 2010.


BORROWER:

X 
Ronald J. Zych

X 
Karen J. Zych

LENDER:

AMERICAN NATIONAL BANK

X 
Authorized Signer

HAZARDOUS SUBSTANCES AGREEMENT
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

On this day before me, the undersigned Notary Public, personally appeared Ronald J. Zych, to me known to be the individual described in and who executed the Hazardous Substances Agreement, and acknowledged that he or she signed the Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 85 day of October, 2010.



By [Signature]
Notary Public in and for the State of
Residing at [Signature]
My commission expires July 20, 2014

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

On this day before me, the undersigned Notary Public, personally appeared Karen J. Zych, to me known to be the individual described in and who executed the Hazardous Substances Agreement, and acknowledged that he or she signed the Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 85 day of October, 2010.



By [Signature]
Notary Public in and for the State of
Residing at [Signature]
My commission expires July 20, 2014

LENDER ACKNOWLEDGMENT

STATE OF Michigan)
) SS
COUNTY OF Washtenaw)

On this 85 day of October, 2010, before me, the undersigned Notary Public, personally appeared [Signature] and known to me to be the President and authorized agent for American National Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of American National Bank, duly authorized by American National Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of American National Bank.

By [Signature]
Notary Public in and for the State of
Residing at [Signature]
My commission expires July 20, 2014



EXHIBIT "A"

The land referred to herein is described as follows:


Lot Fifty-Five (55), in Brook Valley Business Park, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, EXCEPT that part described as follows:

Beginning at the Northeast corner of said Lot 55; thence South 87 degrees 38 minutes 24 seconds West (assumed bearing), 240.18 feet on the North line of said Lot 55, to the Northwest corner thereof; thence South 16 degrees 44 minutes 12 seconds East, 69.14 feet, on the West line of said Lot 55; thence Southeasterly, on the Westerly line of said Lot 55, on a 548.71 foot radius curve to the left, chord bearing South 21 degrees 27 minutes 52 seconds East, chord distance 90.45 feet, an arc distance of 90.55 feet; thence North 65 degrees 09 minutes 37 seconds East, 223.71 feet, on a non-tangent line, to the Easterly line of said Lot 55; thence Northwesterly, on the Easterly line of said Lot 55, on a non-tangent 175.00 foot radius curve to the right, chord bearing North 13 degrees 36 minutes 00 seconds West, chord distance of 68.22 feet, an arc distance of 68.66 feet, to the point of beginning.

NOTE: The above premises is also sometimes known as Lot 55A, in Brook Valley Business Park, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

Assessor's Parcel Number (APN): See Tax Information on Schedule B Exceptions

COUNTER JS
VERIFY JS
FEES \$ 11.50
CHG. SFLE
SUBMITTED AMERICAN NATIONAL BANK

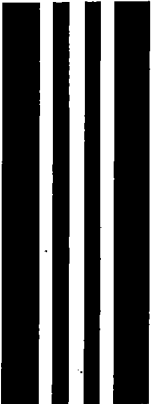
FILED SARPY CO. NE.
INSTRUMENT NUMBER
2010-31756
2010 Nov 09 02:38:16 PM
Lloyd J. Dowding
REGISTER OF DEEDS


THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

870354

**THIS PAGE INCLUDED
FOR INDEXING**

LLOYD J. DOWDING
SARPY COUNTY REGISTER OF DEEDS
STEVEN J. STASTNY, DEPUTY
1210 GOLDEN GATE DRIVE, STE. 1109
PAPILLION, NE 68046-2895
402-593-5773

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Loan Operations
 333 West Broadway
 Council Bluffs, IA 51503

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

8703519

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR 1b. INDIVIDUAL'S LAST NAME

Zych

FIRST NAME

Ronald

MIDDLE NAME

J.

SUFFIX

1c. MAILING ADDRESS

6712 S 91st Ave

CITY

Omaha

STATE

NE

POSTAL CODE

68127

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADDL INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION Individual

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

Zych

FIRST NAME

Karen

MIDDLE NAME

J

SUFFIX

2c. MAILING ADDRESS

6712 S. 91 St

CITY

Omaha

STATE

NE

POSTAL CODE

68127

COUNTRY

USA

2d. SEE INSTRUCTIONS

ADDL INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION Individual

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR 3b. INDIVIDUAL'S LAST NAME

American National Bank

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

8990 W Dodge Road

CITY

Omaha

STATE

NE

POSTAL CODE

68114

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All Fixtures; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).

5. ALTERNATIVE DESIGNATION (if applicable):

LESSOR/LESSOR

CONSIGNEE/CONSIGNOR

BAILEE/BAILORE

SELLER/BUYER

AG. LIEN

NON-UCC FILING

6. THIS FINANCING STATEMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS. Attach Addendum

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)

ADDITIONAL FEE

All Debtors

Debtor 1

Debtor 2

8. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
OR	9b. INDIVIDUAL'S LAST NAME	MIDDLE NAME, SUFFIX
	FIRST NAME	
	Zyeh Ronald	J.

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
OR	11b. INDIVIDUAL'S LAST NAME		
		CITY	STATE
		CITY	POSTAL CODE
		CITY	COUNTRY

11d. SEE INSTRUCTIONS	ADDL. INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				NONE <input type="checkbox"/>

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	12b. INDIVIDUAL'S LAST NAME	CITY	STATE	POSTAL CODE
		CITY	STATE	POSTAL CODE
		CITY	COUNTRY	COUNTRY

13. THIS FINANCING STATEMENT covers: tributor to be cut or as-extracted collateral, or is filed as a future filing.

14. Description of real estate:
A

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box:
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box:
 Debtor is a TRANSMITTING UTILITY
 Debtor is a Manufactured-Home Transaction
 Filed in connection with a Public-Finance Transaction

EXHIBIT "A"

The land referred to herein is described as follows:

Lot Fifty-Five (55), in Brook Valley Business Park, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, EXCEPT that part described as follows:

Beginning at the Northeast corner of said Lot 55; thence South 87 degrees 38 minutes 24 seconds West (assumed bearing), 240.18 feet on the North line of said Lot 55, to the Northwest corner thereof; thence South 16 degrees 44 minutes 12 seconds East, 69.14 feet, on the West line of said Lot 55; thence Southeasterly, on the Westerly line of said Lot 55, on a 548.71 foot radius curve to the left, chord bearing South 21 degrees 27 minutes 52 seconds East, chord distance 90.45 feet, an arc distance of 90.55 feet; thence North 65 degrees 09 minutes 37 seconds East, 223.71 feet, on a non-tangent line, to the Easterly line of said Lot 55; thence Northwesterly, on the Easterly line of said Lot 55, on a non-tangent 175.00 foot radius curve to the right, chord bearing North 13 degrees 36 minutes 00 seconds West, chord distance of 68.22 feet, an arc distance of 68.66 feet, to the point of beginning.

NOTE: The above premises is also sometimes known as Lot 55A, in Brook Valley Business Park, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

Assessor's Parcel Number (APN): See Tax Information on Schedule B Exceptions

99-008152A

APPLICATION FOR
ADMINISTRATIVE LOT SPLIT
City of La Vista
Section 8(b) La Vista Subdivision Regulations

TO: Building Inspector
City of La Vista
8116 Park View Boulevard
La Vista, NE 68128

This Application is made pursuant to the provisions of Section 8(b) of the La Vista Subdivision Regulations, and specifically subpart 2 thereof.

The undersigned, Brook Valley Limited Partnership "Applicant" (whether one or more), hereby requests the City of La Vista to administratively approve a lot split as herein described.

- A. The affected lot, tract or parcel as it exists prior to the requested split (the "Original Parcel") is fully described on the survey attached as Attachment "A".
- B. The requested split of the Original Parcel will result in two parcels ("Resulting Parcels"), as more fully described on the survey(s) attached as Attachments B1, B2 and B3 hereto.
- C. If one or both of the Resulting Parcels is to be owned by the owner of land adjacent to the Original Parcel and is to be combined therewith in use, then the legal description of the newly combined parcels ("Combined Parcels") shall be as set forth on the survey attached hereto.
- D. Attorney's opinion or title policy evidencing Applicant's title to the Original Parcel and a description of any liens thereon is attached as Attachment "D" hereto.

The Applicant covenants and agrees that:

1. All sewer use fees and other amounts owing City, all special assessments and all general real estate taxes, whether

008152

99-00815-2-B

delinquent or not, owing in respect to the Original Parcel have been paid in full.

2. If the lot split is approved, Applicant shall, at Applicant's cost, cause a copy of Attachments "A" through "C," inclusive, to be filed of record in the Office of the La Vista City Clerk and in the Surveyor's Office and Register of Deeds Office of Sarpy County.

3. Applicant shall pay to the City of La Vista an administrative charge of One Hundred Dollars (\$100.00) to cover legal fees and costs incurred by City in relation to this matter.

4. Applicant, on his/their own behalf and on behalf of those claiming or deriving title by or through the Applicant, hereby warrants and represents as follows:

- a. Applicant is sole titleholder to the Original Parcel, free and clear of all liens and encumbrances, except as noted in (b) below.
- b. Applicant shall obtain and file with the City Clerk written consents of any lienholders of the Original Parcel described in Attachment "D".
- c. The City and County may, at their option, treat the Combined Parcels as one tract for purposes of real estate assessment and taxation, sewer service fees and other governmental purposes.
- d. There shall occur no further lot splitting or other form of subdivision of the Original Parcel or any of the Resulting Parcels without the prior consent of City and prior compliance in full with the Subdivision Regulations of the City of La Vista.
- e. This agreement shall run with the land and shall be binding upon the parties hereto,

99-008152C

their personal representatives, heirs, and assigns.

EXECUTED at Douglas County, Nebraska this 28 day of February, 1999.

Brook Valley Limited Partnership
Applicant

BY: Prime Realty, Inc. Its General Partner

BY: James V. McCart
James V. McCart, President

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA) SS
COUNTY OF DOUGLAS)

THE FOREGOING APPLICATION FOR ADMINISTRATIVE LOT SPLIT WAS
ACKNOWLEDGED BEFORE ME THIS 28 DAY OF FEBRUARY, 1999
BY JAMES V. MCCART, PRESIDENT OF PRIME REALTY, INC., GENERAL
PARTNER OF BROOK VALLEY LIMITED PARTNERSHIP ON BEHALF OF SAID
PARTNERSHIP.



Regina M. Striba
NOTARY PUBLIC

99-008152D

ATTACHMENT "A"

ORIGINAL PARCEL LEGAL DESCRIPTIONS

LOT 55, BROOK VALLEY BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED
AND RECORDED IN SARPY COUNTY, NEBRASKA

LOT 56, BROOK VALLEY BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED
AND RECORDED IN SARPY COUNTY, NEBRASKA

LOT 57, BROOK VALLEY BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED
AND RECORDED IN SARPY COUNTY, NEBRASKA

99-008152F

ATTACHMENT " B2 "

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

LEGAL DESCRIPTION

LOT 56, BROOK VALLEY BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARA COUNTY, NEBRASKA, EXCEPT THE NORTH 100.00 FEET IN WIDTH THEREOF, TOGETHER WITH THAT PART OF LOT 55 SAID BROOK VALLEY BUSINESS PARK, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID LOT 55:

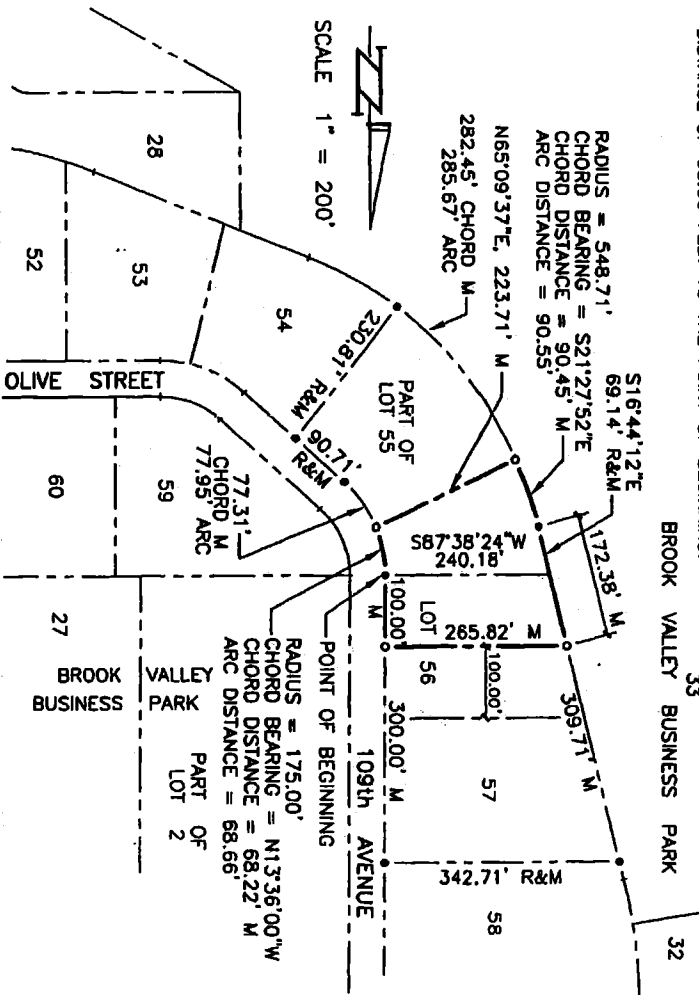
THENCE S87°38'24"W (ASSUMED BEARING) 240.18 FEET ON THE NORTH LINE OF SAID LOT 55 TO THE NW CORNER THEREOF;

THENCE S16°44'12"E 69.14 FEET ON THE WEST LINE OF SAID LOT 55;

THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID LOT 55 ON A 548.71 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S21°27'52"E, CHORD DISTANCE 90.45 FEET, AN ARC DISTANCE OF 90.55 FEET;

THENCE N65°09'37"E 223.71 FEET ON A NON-TANGENT LINE TO THE EASTERLY LINE OF SAID LOT 55;

THENCE NORTHWESTERLY ON THE EASTERLY LINE OF SAID LOT 55 ON A NON-TANGENT 175.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N1°36'00"W, CHORD DISTANCE 68.22 FEET, AN ARC DISTANCE OF 68.66 FEET TO THE POINT OF BEGINNING.

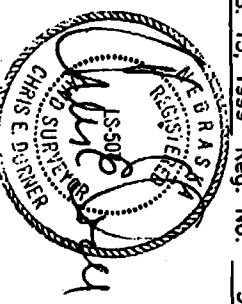


CERTAIN PLATTING REQUIREMENTS HAVE BEEN WAIVED AND APPROVAL HAS BEEN GRANTED IN RESPECT TO THE ABOVE PURSUANT TO AUTHORITY VESTED IN THE UNDERSIGNED AS DESIGNATED AGENT OF THE CITY COUNCIL PURSUANT TO SECTION 8 (B) OF ORDINANCE NO. 98 OF THE CITY OF LA VISTA.

DATE: 3/1/99
 ADDRESS: BUILDING INSPECTOR CITY OF LA VISTA
 BUILDING PERMIT NO. _____

Date: FEB. 15, 1999 Reg. No. 507

- LEGEND**
- corners found (3/4" otp)
 - corners set (3/4" otp)
 - R recorded distance
 - M measured distance
 - otp open top pipe



TD2 FILE NO. 850-126-3B2
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99-00815-26

ATTACHMENT " B3 "

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

LEGAL DESCRIPTION

LOT 55, BROOK VALLEY BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SAPPY COUNTY, NEBRASKA, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID LOT 55:

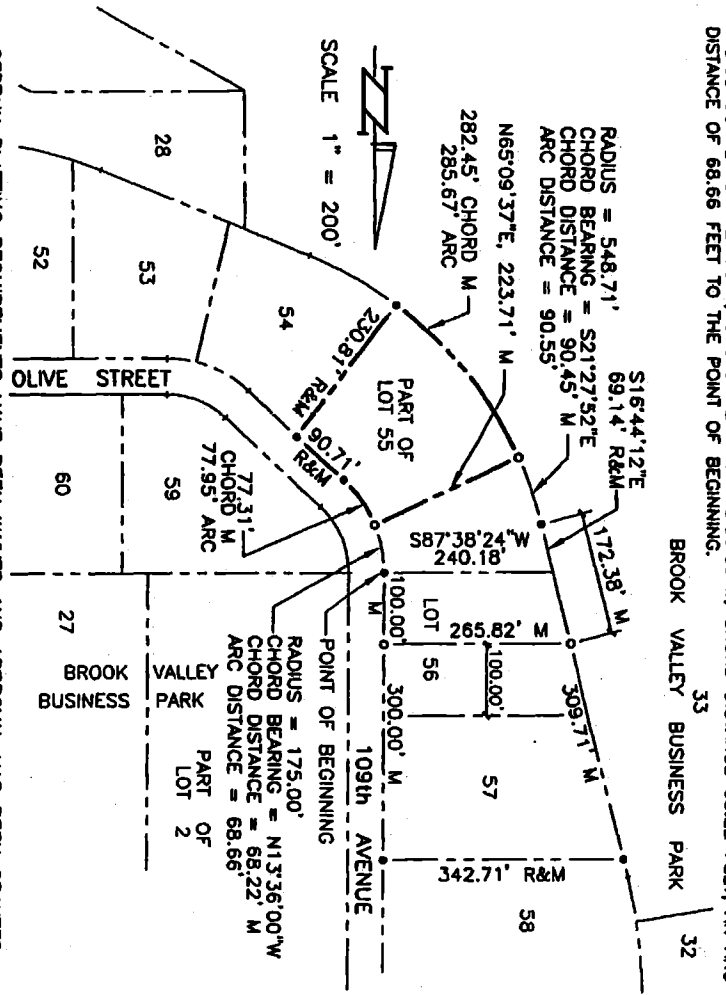
THENCE S87°38'24"W (ASSUMED BEARING) 240.18 FEET ON THE NORTH LINE OF SAID LOT 55 TO THE NW CORNER THEREOF;

THENCE S16°44'12"E 69.14 FEET ON THE WEST LINE OF SAID LOT 55;

THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID LOT 55 ON A 548.71 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S21°27'52"E, CHORD DISTANCE 90.45 FEET, AN ARC DISTANCE OF 90.55 FEET;

THENCE N65°09'37"E 223.71 FEET ON A NON-TANGENT LINE TO THE EASTERLY LINE OF SAID LOT 55;

THENCE NORTHWESTERLY ON THE EASTERLY LINE OF SAID LOT 55 ON A NON-TANGENT 175.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N13°36'00"W, CHORD DISTANCE 68.22 FEET, AN ARC DISTANCE OF 68.66 FEET TO THE POINT OF BEGINNING.



SCALE 1" = 200'

CERTAIN PLATTING REQUIREMENTS HAVE BEEN WAIVED AND APPROVAL HAS BEEN GRANTED IN RESPECT TO THE ABOVE PURSUANT TO AUTHORITY VESTED IN THE UNDERSIGNED AS DESIGNATED AGENT OF THE CITY COUNCIL PURSUANT TO SECTION 8 (B) OF ORDINANCE NO. 98 OF THE CITY OF LA VISTA.

DATE: 2/1/02

BUILDING INSPECTOR CITY OF LA VISTA

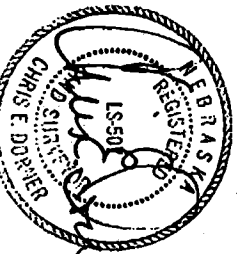
ADDRESS _____

BUILDING PERMIT NO. _____

Date: FEB. 15, 1999 Reg. No. 507

LEGEND

- corners found (3/4" otp)
- o corners set (3/4" otp)
- R recorded distance
- M measured distance
- otp open top pipe



TD2 FILE NO. 850-126-3C1
BOOK 99-11 PAGE 22

99-0081524

CERTIFICATE OF TITLE

FILE #: HS3240

Subject property legally described as:

Lots Fifty-five (55), Fifty-six (56) and Fifty-seven (57), in
BROOK VALLEY BUSINESS PARK, a Subdivision in Sarpy County,
Nebraska

HEARTLAND TITLE SERVICES having given bond required by the laws of
the State of Nebraska, and having been granted authority in
accordance with statutes of the State of Nebraska, to engage in the
business of abstracting in said State hereby certifies that from an
examination of the records of Douglas County, Nebraska, with
reference to the above described property, find as follows:

OWNER(S) OF RECORD:

BROOK VALLEY LIMITED PARTNERSHIP, A NEBRASKA LIMITED
PARTNERSHIP

ENCUMBRANCE(S):

Deed of Trust, Security Agreement and Assignment of Rents
dated October 23, 1997, filed October 23, 1997 as instrument
#97-24181 of the records of Sarpy County, Nebraska, executed
by Brook Valley Limited Partnership, a Nebraska limited
partnership, in favor of First National Bank of Omaha, Trustee
and Beneficiary, securing the sum of \$1,100,000.00

JUDGEMENTS AND PENDING SUITS:

BROOK VALLEY LIMITED PARTNERSHIP - NONE

TAXES AND SPECIAL ASSESSMENTS:

Key No. 11336072 - 1998 County taxes total \$388.60; first half
is due and will become delinquent April 1, 1999; second half
is due and will become delinquent August 1, 1999. (Taxed as:
Lot 55)

Key No. 11336080 - 1998 County taxes total \$265.50; first
half is due and will become delinquent April 1, 1999;
second half is due and will become delinquent August 1,
1999. (Taxed as: Lot 56)

Key No. 11336099 - 1998 County taxes total \$316.70; first
half is due and will become delinquent April 1, 1999;
second half is due and will become delinquent August 1,
1999. (Taxed as: Lot 57)

SPECIAL ASSESSMENTS - NONE

THIS REPORT IS NOT A GUARANTY OF TITLE, NOR A STATEMENT AS TO THE
LEGALITY OR SUFFICIENCY OF ANY INSTRUMENT OR PROCEEDINGS IN THE
CHAIN OF TITLE TO SAID REAL ESTATE, AND THE ABSTRACTER ASSUMES
LIABILITY ONLY TO THE EXTENT OF THE AMOUNT CHARGED FOR THIS REPORT
OF TITLE.

Witness our hands this 26th day of FEBRUARY, 1999, at 8:00 A.M..

HEARTLAND TITLE SERVICES

BY: 
Registered Abstracter

BROOK VALLEY

7-13-79 Oct

36-536

45-229

45-229

47-15

48-498

51-71

49-116

51-72

51-88

42-116

58-1256

161-3146

93-3600

93-3601

93-3605

95-2241

95-2897

95-20158

95-20159

95-21004

97-1739

97-15024

99-25496

01-12445

01-11650

99-12291

02-37001

97-25361

00-3631

99-8356

94-21638

7-13-79 Oct

45-229

47-15

51-71

51-72

51-88

42-116

58-1256

161-3146

93-3600

93-3601

93-3605

95-2241

95-2897

95-20158

95-20159

95-21004

97-1739

97-15024

99-25496

01-12445

01-11650

99-12291

02-37001

97-25361

00-3631

99-8356

94-21638

93-61855

93-3606

94-13985

93-25069

93-25385

95-2898

99-36272

00-22634

00-33986

94-22995

93-3604