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MTG 2001 26396

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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BKP _____ C/O _____ COMP *MTS*
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**NEBRASKA DEED OF TRUST, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES
(INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE)**

CELEBRITYT

If checked here, THIS DEED OF TRUST IS A "CONSTRUCTION SECURITY AGREEMENT" AS REFERRED TO IN THE NEBRASKA CONSTRUCTION LIEN ACT.

This Nebraska Deed of Trust, Security Agreement and Assignment of Rents and Leases (Including Fixture Filing Under Uniform Commercial Code) ("**Deed of Trust**") is made and entered into by the undersigned borrower(s), guarantor(s) and/or other obligor(s)/pledgor(s) (collectively the "**Trustor**") in favor of U.S. BANK N.A., having a mailing address at 90 SO. 6TH ST., MINNEAPOLIS, MN 55402-1110 ("**the Trustee**"), for the benefit of U.S. BANK N.A. (the "**Beneficiary**"), effective as of the date set forth on the last page of this Deed of Trust.

ARTICLE I. CONVEYANCE/MORTGAGED PROPERTY

1.1 Grant of Deed of Trust/Security Interest. IN CONSIDERATION OF FIVE DOLLARS (\$5.00) cash in hand paid by the Trustee to the Trustor, and the financial accommodations from the Beneficiary to the Trustor as described below, the Trustor has bargained, sold, conveyed and confirmed, and hereby bargains, sells, conveys and confirms, unto Trustee, its successors and assigns, IN TRUST, WITH POWER OF SALE, for the benefit of the Beneficiary, the Property (defined below) to secure all of the Trustor's Obligations (defined below) to the Beneficiary. The intent of the parties hereto is that the Property secures all Obligations of the Trustor to the Beneficiary, whether now or hereafter existing, between the Trustor and the Beneficiary or in favor of the Beneficiary, including, without limitation, any note, any loan or security agreement, any lease, any other mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, any letter of credit or reimbursement agreement or banker's acceptance, any agreement for any other services or credit extended by the Beneficiary to the Trustor even though not specifically enumerated herein and any other agreement with the Beneficiary (together and individually, the "**Loan Documents**"). The parties further intend that this Deed of Trust shall operate as a security agreement with respect to those portions of the Property which are subject to Article 9 of the Uniform Commercial Code.

1.2 "Property" means all of the following, whether now owned or existing or hereafter acquired by the Trustor, wherever located: all the real estate described below or in **Exhibit A** attached hereto (the "**Land**"), together with all buildings, structures, fixtures, equipment, inventory and furnishings used in connection with the Land and improvements; all materials, contracts, drawings and personal property relating to any construction on the Land; and all other improvements now or hereafter constructed, affixed or located thereon (the "**Improvements**") (the Land and the Improvements collectively the "**Premises**"); TOGETHER with any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto, and any and all leases or other agreements for the use or occupancy of the Premises, all the rents, issues, profits or any proceeds therefrom and all security deposits and any guaranty of a tenant's obligations thereunder (collectively the "**Rents**"); all awards as a result of condemnation, eminent domain or other decrease in value of the Premises and all insurance and other proceeds of the Premises.

The Land is described as follows (or in Exhibit A hereto if the description does not appear below):

See Attached Exhibit A

Box 35

1.3 "Obligations" means all loans by the Beneficiary to CELEBRITY TOWNHOMES, INC.

including those loans evidenced by a note or notes dated 08/31/01, in the initial principal amount(s) of \$ 6,000,000.00

, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (the "Note"); and also means all the Trustor's debts, liabilities, obligations, covenants, warranties, and duties to the Beneficiary (plus its affiliates including any credit card debt, but specifically excluding any type of consumer credit), whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent, whether arising out of the Loan Documents or otherwise, and regardless of whether such Obligations arise out of existing or future credit granted by the Beneficiary to any Trustor, to any Trustor and others, to others guaranteed, endorsed or otherwise secured by any Trustor or to any debtor-in-possession/successor-in-interest of any Trustor, and principal, interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of this Deed of Trust, attorneys' fees of both inside and outside counsel and environmental assessment or remediation costs. The interest rate and maturity of such Obligations are as described in the documents creating the indebtedness secured hereby.

THIS DEED OF TRUST SECURES, WITHOUT LIMITATION, EXISTING DEBTS OR OBLIGATIONS CREATED SIMULTANEOUSLY WITH THE EXECUTION OF THIS DEED OF TRUST AND ANY FUTURE ADVANCES TO BE MADE AT THE OPTION OF THE PARTIES. The total principal amount, exclusive of interest, of the Obligations, including any future debts, advances, liabilities or obligations, not including, however, any sums advanced for the protection of the Property or the Trustor's interest therein, shall not exceed the sum of \$ 6,000,000.00; PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL OR FUTURE LOANS OR ADVANCES IN ANY AMOUNT.

1.4 Homestead. The Premises are not the homestead of the Trustor. If so, the Trustor releases and waives all rights under and by virtue of the homestead exemption laws of the State of Nebraska.
(are)(are not)

ARTICLE II. WARRANTIES AND COVENANTS

In addition to all other warranties and covenants of the Trustor under the Loan Documents which are expressly incorporated herein as part of this Deed of Trust, including the covenants to pay and perform all Obligations, and while any part of the credit granted the Trustor under the Loan Documents is available or any Obligations of the Trustor to the Beneficiary are unpaid or outstanding, the Trustor continuously warrants to the Beneficiary and the Trustee and agrees as follows:

2.1 Warranty of Title/Possession. The Trustor warrants that it has sole and exclusive title to and possession of the Premises, excepting only the following "Permitted Encumbrances": restrictions and easements of record, and zoning ordinances (the terms of which are and will be complied with, and in the case of easements, are and will be kept free of encroachments), taxes and assessments not yet due and payable and those Permitted Encumbrances set forth on **Exhibit B** attached hereto (except that if no **Exhibit B** is attached, there will be no additional Permitted Encumbrances). The lien of this Deed of Trust, subject only to Permitted Encumbrances, is and will continue to be a valid first and only lien upon all of the Property.

2.2 Maintenance; Waste; Alteration. The Trustor will maintain the Premises in good and tenable condition and will restore or replace damaged or destroyed improvements with items of at least equal utility and value. The Trustor will not commit or permit waste to be committed on the Premises. The Trustor will not remove, demolish or materially alter any part of the Premises without the Beneficiary's prior written consent, except the Trustor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility. The replacement fixture will be subject to the priority lien and security of this Deed of Trust.

2.3 Transfer and Liens. The Trustor will not, without the prior written consent of the Beneficiary, which may be withheld in the Beneficiary's sole and absolute discretion, either voluntarily or involuntarily (a) sell, assign, lease or transfer, or permit to be sold, assigned, leased or transferred, any part of the Premises, or any interest therein; or (b) pledge or otherwise encumber, create or permit to exist any mortgage, pledge, lien or claim for lien or encumbrance upon any part of the Premises or interest therein, except for the Permitted Encumbrances. Beneficiary has not consented and will not consent to any contract or to any work or to the furnishing of any materials which might be deemed to create a lien or liens superior to the lien of this Deed of Trust.

2.4 Escrow. After written request from the Beneficiary, the Trustor will pay to the Beneficiary sufficient funds at such time as the Beneficiary designates, to pay (a) the estimated annual real estate taxes and assessments on the Premises; and (b) all property or hazard insurance premiums when due. Interest will not be paid by the Beneficiary on any escrowed funds. Escrowed funds may be commingled with other funds of the Beneficiary. All escrowed funds are hereby pledged as additional security for the Obligations.

2.5 Taxes, Assessments and Charges. To the extent not paid to the Beneficiary under 2.4 above, the Trustor will pay before they become delinquent all taxes, assessments and other charges now or hereafter levied or assessed against the Premises, against the Beneficiary based upon this Deed of Trust or the Obligations secured by this Deed of Trust, or upon the Beneficiary's interest in the Premises, and deliver to the Beneficiary receipts showing timely payment.

2.6 Insurance. The Trustor will continually insure the Premises against such perils or hazards as the Beneficiary may require, in amounts, with acceptable co-insurance provisions, not less than the unpaid balance of the Obligations or the full replacement value

of the Improvements, whichever is less. The policies will contain an agreement by each insurer that the policy will not be terminated or modified without at least thirty (30) days' prior written notice to the Beneficiary and will contain a mortgage clause acceptable to the Beneficiary; and the Trustor will take such other action as the Beneficiary may reasonably request to ensure that the Beneficiary will receive (subject to no other interests) the insurance proceeds from the Improvements. The Trustor hereby assigns all insurance proceeds to and irrevocably directs, while any Obligations remain unpaid, any insurer to pay to the Beneficiary the proceeds of all such insurance and any premium refund; and authorizes the Beneficiary to endorse the Trustor's name to effect the same, to make, adjust or settle, in the Trustor's name, any claim on any insurance policy relating to the Premises. The proceeds and refunds will be applied in such manner as the Beneficiary, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.7 Condemnation. Any compensation received for the taking of the Premises, or any part thereof, by a condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Premises, or any part thereof, shall be applied in such manner as the Beneficiary, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.8 Environmental Matters. Except as specifically disclosed by Trustor to Beneficiary in writing prior to the execution of this Deed of Trust, Trustor represents and warrants as follows. There exists no uncorrected violation by the Trustor of any federal, state or local laws (including statutes, regulations, ordinances or other governmental restrictions and requirements) relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Substances as hereinafter defined, whether such laws currently exist or are enacted in the future (collectively "Environmental Laws"). The term "Hazardous Substances" will mean any hazardous or toxic wastes, chemicals or other substances, the generation, possession or existence of which is prohibited or governed by any Environmental Laws. The Trustor is not subject to any judgment, decree, order or citation, or a party to (or threatened with) any litigation or administrative proceeding, which asserts that the Trustor (a) has violated any Environmental Laws; (b) is required to clean up, remove or take remedial or other action with respect to any Hazardous Substances (collectively "Remedial Action"); or (c) is required to pay all or a portion of the cost of any Remedial Action, as a potentially responsible party. Except as disclosed on the Borrower's environmental questionnaire provided to the Beneficiary, there are not now, nor to the Trustor's knowledge after reasonable investigation have there ever been, any Hazardous Substances (or tanks or other facilities for the storage of Hazardous Substances) stored, deposited, recycled or disposed of on, under or at any real estate owned or occupied by the Trustor during the periods that the Trustor owned or occupied such real estate, which if present on the real estate or in soils or ground water, could require Remedial Action. To the Trustor's knowledge, there are no proposed or pending changes in Environmental Laws which would adversely affect the Trustor or its business, and there are no conditions existing currently or likely to exist while the Loan Documents are in effect which would subject the Trustor to Remedial Action or other liability. The Trustor currently complies with and will continue to timely comply with all applicable Environmental Laws; and will provide the Beneficiary, immediately upon receipt, copies of any correspondence, notice, complaint, order or other document from any source asserting or alleging any circumstance or condition which requires or may require a financial contribution by the Trustor or Remedial Action or other response by or on the part of the Trustor under Environmental Laws, or which seeks damages or civil, criminal or punitive penalties from the Trustor for an alleged violation of Environmental Laws. In the event of any such circumstance or condition, the Trustor agrees, at its expense and at the request of the Beneficiary, to permit an environmental audit solely for the benefit of the Beneficiary, to be conducted by the Beneficiary or an independent agent selected by the Beneficiary and which may not be relied on by the Trustor for any purpose. This provision shall not relieve the Trustor from conducting its own environmental audits or taking any other steps necessary to comply with Environmental Laws.

2.9 Assignments. The Trustor will not assign, in whole or in part, without the Beneficiary's prior written consent, the rents, issues or profits arising from the Premises.

2.10 Right of Inspection. The Beneficiary may at all reasonable times enter and inspect the Premises.

2.11 Waivers by Trustor. To the greatest extent that such rights may then be lawfully waived, the Trustor hereby agrees for itself and any persons claiming under the Deed of Trust that it will waive and will not, at any time, insist upon or plead or in any manner whatsoever claim or take any benefit or advantage of (a) any exemption, stay, extension or moratorium law now or at any time hereafter in force; (b) any law now or hereafter in force providing for the valuation or appraisal of the Premises or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained or pursuant to the decree, judgment or order of any court of competent jurisdiction; (c) to the extent permitted by law, any law now or at any time hereafter made or enacted granting a right to redeem from foreclosure or any other rights of redemption in connection with foreclosure of, or exercise of any power of sale under, this Deed of Trust; (d) any statute of limitations now or at any time hereafter in force; or (e) any right to require marshalling of assets by the Beneficiary.

2.12 Assignment of Rents and Leases. The Trustor assigns and transfers to the Beneficiary, as additional security for the Obligations, all right, title and interest of the Trustor in and to all leases which now exist or hereafter may be executed by or on behalf of the Trustor covering the Premises and any extensions or renewals thereof, together with all Rents, it being intended that this is an absolute and present assignment of the Rents. Notwithstanding that this assignment constitutes a present assignment of leases and rents, the Trustor may collect the Rents and manage the Premises, but only if and so long as a default has not occurred. If a default

occurs, the right of Trustor to collect the Rents and to manage the Premises shall thereupon automatically terminate and such right, together with other rights, powers and authorizations contained herein, shall belong exclusively to the Beneficiary. This assignment confers upon the Beneficiary a power coupled with an interest and cannot be revoked by the Trustor. Upon the occurrence of a default, the Beneficiary, at its option without notice and without seeking or obtaining the appointment of a receiver or taking actual possession of the Premises may (a) give notice to any tenant(s) that the tenant(s) should begin making payments under their lease agreement(s) directly to the Beneficiary or its designee; (b) commence a foreclosure action and file a motion for appointment of a receiver; or (c) give notice to the Trustor that the Trustor should collect all Rents arising from the Premises and remit them to the Beneficiary upon collection and that the Trustor should enforce the terms of the lease(s) to ensure prompt payment by tenant(s) under the lease(s). All Rents received by the Trustor shall be held in trust by the Trustor for the Beneficiary. All such payments received by the Beneficiary may be applied in any manner as the Beneficiary determines to payments required under this Deed of Trust, the Loan Documents and the Obligations. The Trustor agrees to hold each tenant harmless from actions relating to tenant's payment of Rents to the Beneficiary.

2.13 Fixture Filing. From the date of its recording, this Deed of Trust shall be effective as a financing statement filed as a fixture filing under the Uniform Commercial Code with respect to the Improvements and for this purpose the name and address of the debtor is the name and address of the Trustor as set forth in this Deed of Trust and the name and address of the secured party is the name and address of the Beneficiary as set forth in this Deed of Trust. The Property includes goods which are or may become so affixed to real property as to become fixtures and products and proceeds of the Property. If any of the Property is of a nature such that a security interest therein can be perfected under the Uniform Commercial Code, this Deed of Trust shall also constitute the grant of a security interest to the Beneficiary and serve as a Security Agreement, and Trustor agrees to execute any financing statements and to execute other instruments that may be required for the further specification, perfection or renewal of such security interest.

ARTICLE III. RIGHTS AND DUTIES OF THE BENEFICIARY

In addition to all other rights (including setoff) and duties of the Beneficiary under the Loan Documents which are expressly incorporated herein as a part of this Deed of Trust, the following provisions will also apply:

3.1 Beneficiary Authorized to Perform for Trustor. If the Trustor fails to perform any of the Trustor's duties or covenants set forth in this Deed of Trust, the Beneficiary may perform the duties or cause them to be performed, including, without limitation, signing the Trustor's name or paying any amount so required, and the cost, with interest at the default rate set forth in the Loan Documents, will immediately be due from the Trustor to the Beneficiary from the date of expenditure by the Beneficiary to date of payment by the Trustor, and will be one of the Obligations secured by this Deed of Trust. All acts by the Beneficiary are hereby ratified and approved, and the Beneficiary will not be liable for any acts of commission or omission, nor for any errors of judgment or mistakes of fact or law.

ARTICLE IV. DEFAULTS AND REMEDIES

The Beneficiary may enforce its rights and remedies under this Deed of Trust upon default. A default will occur if the Trustor fails to comply with the terms of any Loan Documents (including this Deed of Trust or any guaranty by the Trustor) or a demand for payment is made under a demand loan, or the Trustor defaults on any other mortgage affecting the Land, or if any other obligor fails to comply with the terms of any Loan Documents for which the Trustor has given the Beneficiary a guaranty or pledge. Upon the occurrence of a default, the Beneficiary may declare the Obligations to be immediately due and payable.

4.1 Remedies. In addition to the remedies for default set forth below and in the other Loan Documents, including acceleration, the Beneficiary upon default will have all other rights and remedies for default available by law or equity. Upon a default, Beneficiary may exercise the following remedies:

(a) Enforcement of Assignment of Rents and Leases. Beneficiary may:

(i) terminate the license granted to Trustor to collect the Rents (regardless of whether Beneficiary or Trustee shall have entered into possession of the Property), collect and sue for the Rents in Beneficiary's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees, apply the net proceeds thereof to any Obligations as Beneficiary may elect;

(ii) make, modify, enforce, cancel or accept surrender of any leases, evict tenants, adjust Rents, maintain, decorate, refurbish, repair, clean, and make space ready for renting, and otherwise do anything Beneficiary reasonably deems advisable in connection with the Property;

(iii) apply the Rents so collected to the operation and management of the Property, including the payment of reasonable management, brokerage and attorneys' fees, or to the Obligations; and

(iv) require Trustor to transfer and deliver possession of all security deposits and records thereof to Beneficiary.

(b) Power of Sale. Beneficiary may require the Trustee, and the Trustee is hereby authorized and empowered, to enter and take possession of the Premises and to sell all or part of the Property in accordance with the Nebraska Trust Deeds Act, as the same may be hereafter amended or modified. The Trustee may sell all or any portion of the Property, together or in lots or parcels, and

may execute and deliver to the purchaser or purchasers of such property a conveyance in fee simple. The Trustee shall receive the proceeds thereof and, subject to the requirements of the Nebraska Trust Deeds Act, shall apply the same as follows: (a) first, the payment of the expenses of making, maintaining and executing this trust, protection of the Property, including the expense of any litigation and reasonable attorneys' fees, and reasonable compensation to the Trustee; (b) second, to any advancements made by the Trustee or the Beneficiary pursuant hereto, with interest thereon; (c) third, to the payment of the Obligations herein secured or intended so to be, in such order as Beneficiary shall elect, and any balance of said Obligations may be the subject of immediate suit; (d) and, fourth, should there be any surplus, Trustee will pay it to the Trustor, or to such person as may be legally entitled thereto. The sale or sales by Trustee of less than the whole of the Property shall not exhaust the power of sale herein granted, and the Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Property shall be sold; and if the proceeds of such sale or sales of less than the whole of the Premises shall be less than the aggregate of the Obligations and the expenses thereof, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Property; provided, however, that Trustor shall never have any right to require the sale or sales of less than the whole of the Property, but Beneficiary shall have the right at its sole election, to request the Trustee to sell less than the whole of the Property. Beneficiary may bid and become the purchaser of all or any part of the Property at any such sale, and the amount of Beneficiary's successful bid may be credited on the Obligations.

(c) Judicial and Other Relief. Beneficiary or Trustee may proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Property under the judgment or decree of any court or courts of competent jurisdiction.

(d) Entry on Premises; Tenancy at Will.

(i) Beneficiary may enter into and upon and take possession of all or any part of the Property, and may exclude Trustor, and all persons claiming under Trustor, and its agents or servants, wholly or partly therefrom; and, holding the same, Beneficiary may use, administer, manage, operate, and control the Property and may exercise all rights and powers of Trustor in the name, place and stead of Trustor, or otherwise, as the Beneficiary shall deem best; and in the exercise of any of the foregoing rights and powers Beneficiary shall not be liable to Trustor for any loss or damage thereby sustained unless due solely to the willful misconduct or gross negligence of Beneficiary.

(ii) In the event of a trustee's or other foreclosure sale hereunder and if at the time of such sale Trustor or any other party (other than a tenant under a Lease as to which the Beneficiary shall have expressly subordinated the lien of this Deed of Trust as hereinabove set out) occupies the portion of the Property so sold or any part thereof, such occupant shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of such purchaser, at a reasonable rental per day based upon the value of the portion of the Premises so occupied (but not less than any rental theretofore paid by such tenant, computed on a daily basis). An action of forcible detainer shall lie if any such tenant holds over a demand in writing for possession of such portion of the Premises.

(e) Receiver. Beneficiary may make application to a court of competent jurisdiction, as a matter of strict right and without notice to Trustor or regard to the adequacy of the Property for the repayment of the Obligations, for appointment of a receiver of the Property, and Trustor does hereby irrevocably consent to such appointment. Any such receiver shall have all necessary and proper powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Property upon such terms as may be approved by the court.

(f) Remedies Cumulative, Concurrent and Nonexclusive. If the Obligations are now or hereafter further secured by chattel mortgages, other deeds of trust, security agreements, pledges, contracts of guaranty, assignments of leases, or other security, Beneficiary may, at its option, exhaust its remedies under any one or more of said instruments and this Deed of Trust, either concurrently or independently, and in such order as Beneficiary may determine. Beneficiary shall have all rights, remedies and recourses granted in the Loan Documents and available to it at law or equity (including, without limitation, those granted by the Uniform Commercial Code), and same (a) shall be cumulative, concurrent, and nonexclusive, (b) may be pursued separately, successively or concurrently against Trustor or others obligated for the Obligations, or any part thereof or against any one or more of them, or against the Property, at the sole discretion of Beneficiary, and (c) may be exercised as often as occasion therefor shall arise, it being agreed by Trustor that the exercise of or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse.

(g) Waiver by the Beneficiary. The Beneficiary may permit the Trustor to attempt to remedy any default without waiving its rights and remedies hereunder, and the Beneficiary may waive any default without waiving any other subsequent or prior default by the Trustor. Furthermore, delay on the part of the Beneficiary in exercising any right, power or privilege hereunder or at law will not operate as a waiver thereof, nor will any single or partial exercise of such right, power or privilege preclude other exercise thereof or the exercise of any other right, power or privilege. No waiver or suspension will be deemed to have occurred unless the Beneficiary has expressly agreed in writing specifying such waiver or suspension.

(h) Attorneys' Fees and Other Costs. Attorneys' fees and other costs incurred in connection with this Deed of Trust may be recovered by the Beneficiary and included in any sale made hereunder or by judgment of foreclosure.

4.2 Request for Notice. Trustor hereby requests that, unless otherwise prescribed by law, a copy of any notice of default and a copy of any notice of sale pursuant to the Nebraska Trust Deeds Act be mailed to each Trustor at the Trustor mailing address set forth in this Deed of Trust.

ARTICLE V. TRUSTEE

5.1 Action by Trustee. The Trustee named herein shall be clothed with full power to act when action hereunder shall be required. The term "Trustee" shall be construed to mean "Trustees" whenever the sense requires. The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

5.2 Employment of Agents. The Trustee, or any one acting in its stead, shall have, in its discretion, authority to employ all property agents and attorneys in the execution of this trust and/or in the conducting of any sale made pursuant to the terms hereof, and to pay for such services rendered out of the proceeds of the sale of the Property, should any be realized; and if no sale be made or if the proceeds of sale be insufficient to pay the same, then Trustor hereby undertakes and agrees to pay the cost of such services rendered to said Trustee. Trustee may rely on any document believed by it in good faith to be genuine. All money received by the Trustee shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and the Trustee shall not be liable for interest thereon.

5.3 Indemnification of Trustee. If the Trustee shall be made a party to or shall intervene in any action or proceeding affecting the Property or the title thereto, or the interest of the Trustee or Beneficiary under this Deed of Trust, the Trustee and Beneficiary shall be reimbursed by Trustor, immediately and without demand, for all reasonable costs, charges and attorneys' fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the Property.

5.4 Successor Trustee. Beneficiary may appoint a successor or replacement Trustee in accordance with the provisions of the Nebraska Trust Deeds Act.

ARTICLE VI. MISCELLANEOUS

In addition to all other miscellaneous provisions under the Loan Documents which are expressly incorporated as a part of this Deed of Trust, the following provisions will also apply:

6.1 Term of Deed of Trust. This Deed of Trust shall continue in full force and effect until this Deed of Trust is released.

6.2 Time of the Essence. Time is of the essence with respect to payment of the Obligations, the performance of all covenants of the Trustor and the payment of taxes, assessments, and similar charges and insurance premiums.

6.3 Subrogation. The Beneficiary will be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Note or other advances by the Beneficiary, in which event any sums otherwise advanced by the Beneficiary shall be immediately due and payable, with interest at the default rate set forth in the Loan Documents from the date of advance by the Beneficiary to the date of payment by the Trustor, and will be one of the Obligations secured by this Deed of Trust.

6.4 Choice of Law. This Deed of Trust will be governed by the laws of the state in which the Property is located. For all other purposes, the choice of law specified in the Loan Documents will govern.

6.5 Severability. Invalidity or unenforceability of any provision of this Deed of Trust shall not affect the validity or enforceability of any other provision.

6.6 Entire Agreement. This Deed of Trust is intended by the Trustor and the Beneficiary as a final expression of this Deed of Trust and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Deed of Trust. No parol evidence of any nature shall be used to supplement or modify any terms.

6.7 Joint Liability; Successors and Assigns. If there is more than one Trustor, the liability of the Trustors will be joint and several, and the reference to "Trustor" shall be deemed to refer to each Trustor and to all Trustors. The rights, options, powers and remedies granted in this Deed of Trust and the other Loan Documents shall extend to the Beneficiary and to its successors and assigns, shall be binding upon the Trustor and its successors and assigns, and shall be applicable hereto and to all renewals, amendments and/or extensions hereof.

6.8 Indemnification. Except for harm arising from the Beneficiary's or the Trustee's willful misconduct, the Trustor hereby indemnifies and agrees to defend and hold the Beneficiary and the Trustee harmless from any and all losses, costs, damages, claims and expenses (including, without limitation, attorneys' fees and expenses) of any kind suffered by or asserted against the Beneficiary or the Trustee relating to claims by third parties arising out of the financing provided under the Loan Documents or related to the Property (including, without limitation, the Beneficiary's failure to perform its obligations relating to Environmental Matters described in Section 2.8 above) or the exercise by the Beneficiary or the Trustee of any of their respective powers, rights and remedies under this Deed of Trust. This indemnification and hold harmless provision will survive the termination of the Loan Documents and the satisfaction of this Deed of Trust and Obligations due the Beneficiary.

6.9 Notices. Notice of any record shall be deemed delivered when the record has been (a) deposited in the United States Mail,

postage pre-paid, (b) received by overnight delivery service, (c) received by telex, (d) received by telecopy, (e) received through the internet, or (f) when personally delivered.

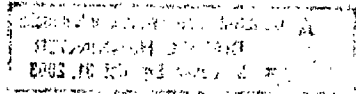
6.10 Release of Rights of Dower, Homestead and Distributive Share. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to any of the Property.

6.11 Copy. The Trustor hereby acknowledges the receipt of a copy of this Deed of Trust, together with a copy of each promissory note secured hereby, and all other documents executed by the Trustor in connection herewith.

6.12 Usury Savings Clause. Notwithstanding anything herein or in the Note to the contrary, no provision contained herein or in the Note which purports to obligate the Trustor to pay any amount of interest or any fees, costs or expenses which are in excess of the maximum permitted by applicable law, shall be effective to the extent that it calls for the payment of any interest or other sums in excess of such maximum. All agreements between the Trustor and the Beneficiary, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand for payment of or acceleration of the maturity of any of the indebtedness secured hereby or otherwise, shall the interest contracted for, charged or received by the Beneficiary exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest would otherwise be payable to the Beneficiary in excess of the maximum lawful amount, the interest payable to the Beneficiary shall be reduced to the maximum amount permitted under applicable law; and if from any circumstance the Beneficiary shall ever receive anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive interest shall at the Beneficiary's option, be refunded to the Trustor or be applied to the reduction of the principal balance of the indebtedness secured hereby and not to the payment of interest or, if such excessive interest exceeds the unpaid balance of principal indebtedness secured hereby, such excess shall be refunded to the Trustor. This paragraph shall control all agreements between the Trustor and the Beneficiary.

6.13 Riders. The rider(s) attached hereto and recorded together with this Deed of Trust are hereby fully incorporated into this Deed of Trust. [Check applicable box(es)] Condominium Rider Second Deed of Trust Rider Construction Loan Rider Other(s) (Specify) _____

[SIGNATURE(S) AND NOTARIZATION ON NEXT PAGE]



IN WITNESS WHEREOF, the undersigned has/have executed this Deed of Trust effective as AUGUST 31, 2001

(Individual Trustor)

Printed Name _____ N/A _____

(Individual Trustor)

Printed Name _____ N/A _____

CELEBRITY TOWNHOMES, INC.

Trustor Name (Organization) _____

a NEBRASKA Corporation _____

By [Signature] _____

Name and Title RYAN L. LARSEN, VICE PRESIDENT _____

By [Signature] _____

Name and Title CHAD E. LARSEN, VICE PRESIDENT _____

(Trustor Address) _____
14002 "L" STREET
OMAHA, NE 68137

(Beneficiary Address) _____
90 SO. 6TH ST.
MINNEAPOLIS, MN 55402

STATE OF Nebraska }
COUNTY OF Douglas } ss.

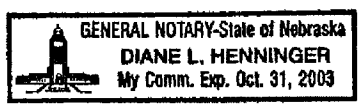
This instrument was acknowledged before me on 8-31-01 _____, by RYAN L. LARSEN and CHAD E. LARSEN _____, as

VICE PRESIDENT and VICE PRESIDENT _____
(Type of authority, if any, e.g., officer, trustee; if an individual, state "a named individual" or "a single individual")

of CELEBRITY TOWNHOMES, INC. _____,
(Name of entity on whose behalf the document was executed; use N/A if individual)

a NEBRASKA Corporation _____, on behalf of the
Corporation _____
(Type of Organization)

(Notarial Seal)



[Signature]
Printed Name: Diane L. Henninger
Notary Public, State of: Nebraska
My commission expires: Oct. 31, 2003

This instrument was drafted by U.S. BANK N.A. _____
(name)
on behalf of

After recording return to U.S. BANK N.A. _____
(name) CLSC MINNEAPOLIS MPFMB111
90 SO. 6TH ST., MINNEAPOLIS, MN 55402-1110
(address)

EXHIBIT A TO DEED OF TRUST
(Legal Description)

PARCEL ONE:

MC-
14163 -
Lots 1 through 98, Grayhawk Two, a Subdivision in Douglas County, Nebraska.

PARCEL TWO:

(to be known as Cattail Creek Phase 2)

OK
60000
The Southwest 1/4 of Section 5, Township 14 North, Range 11, East of the 6th p.M., Douglas County, Nebraska, EXCEPT the right of way adjoining, being more fully described as follows:

Commencing at the South Quarter corner of Section 5, Township 14 North, Range 11, East; thence N00°45'20"E a distance of 33 feet to the point of beginning; thence continuing N00°45'20"E along the east line of the Southwest Quarter of Section 5, Township 14 North, Range 11 East, a distance of 2,615.34 feet to the Northeast corner of the Southwest 1/4 of Section 5, Township 14 North, Range 11 East; thence S89°56'17"W along the North line of the Southwest 1/4 of Section 5, Township 14 North, Range 11 East a distance of 2,598.20 feet; thence S00°36'24"W on a line of 33 feet East of and parallel with the West line of Section 5, Township 14 North, Range 11 East a distance of 2,612.42 feet; thence N90°00'00"E on a line 33 feet North of and parallel with the South line of the Southwest 1/4 of Section 5, Township 14 North, Range 11, East a distance of 2,519.28 feet to the point of beginning;

AND EXCEPT that part platted as Cattail Creek and Cattail Creek Replat One, both being Subdivisions in Douglas County, Nebraska.

PARCEL THREE:

MC-
43447
Lots 176 through 195 and 226 in Westin Hills West Addition, a Subdivision in Douglas County, Nebraska.

PARCEL FOUR:

MC-
43447
Proposed Lots 1 through 73 in Westin Hills^{West} Replat One, which is a replat of Lots 168 through 175, 196 through 225, 227 through 265 and Outlots B & C in Westin Hills West, a Subdivision in Douglas County, Nebraska.