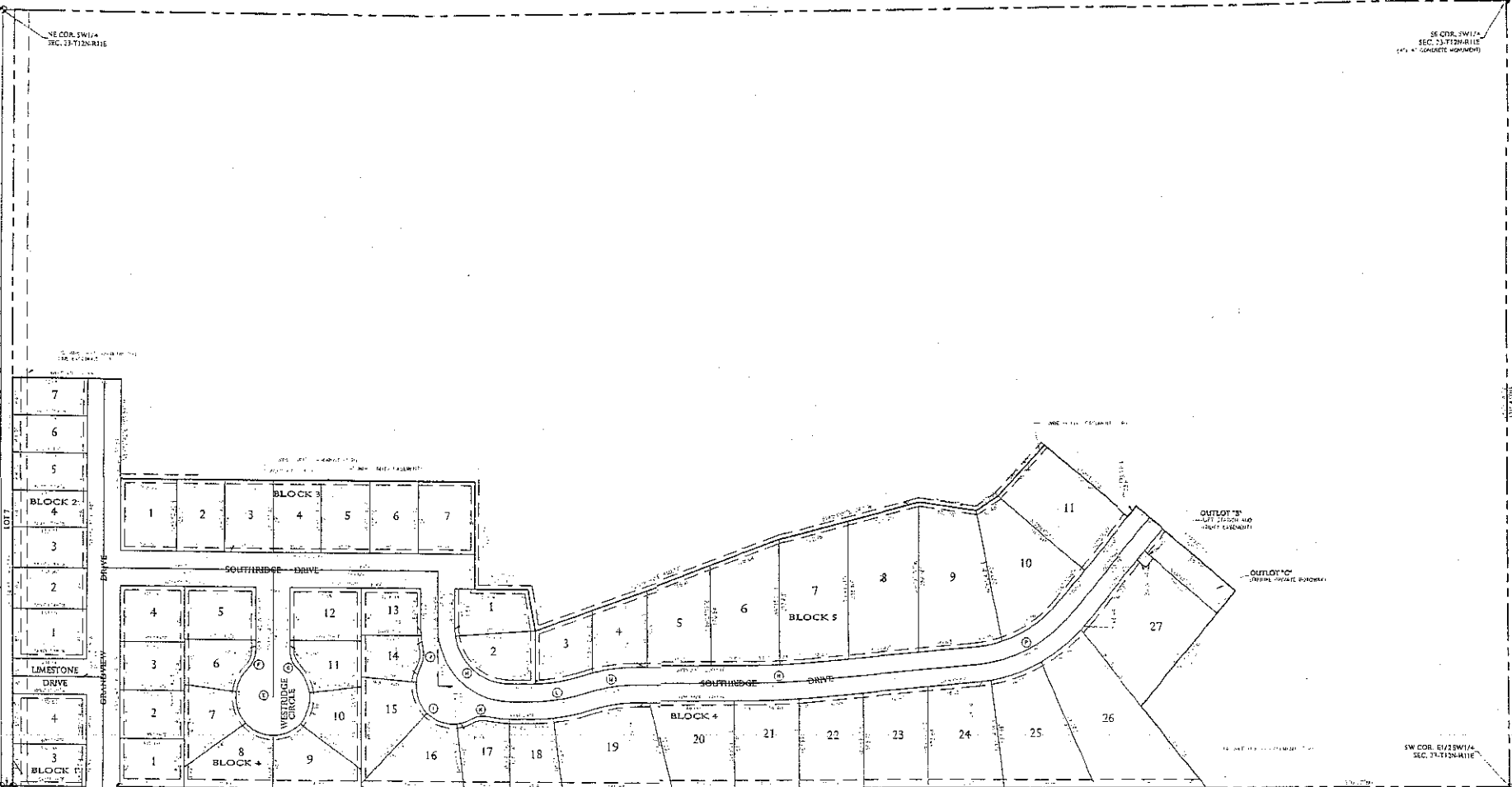


**"FINAL PLAT"
SOUTH RIDGE
PART OF THE SOUTHWEST QUARTER
OF SECTION 23, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE SIXTH P.M.
CASS COUNTY, NEBRASKA**

CURVE DATA:

- A) Δ=90°00'03"
R=150.25'
T=100.00'
L=125.62'
CHD BRG=345°28'25"E
CHD LGH=212.13'
- B) Δ=274°29'05"
R=45.00'
T=50.10'
L=31.29'
CHD BRG=400°07'18"W
CHD LGH=88.26'
- C) Δ=471°43'32"
R=44.00'
T=19.24'
L=36.28'
CHD BRG=466°15'26"E
CHD LGH=35.26'
- D) Δ=471°43'32"
R=44.00'
T=19.24'
L=36.28'
CHD BRG=568°15'26"W
CHD LGH=35.26'
- E) Δ=274°29'05"
R=45.00'
T=50.10'
L=31.29'
CHD BRG=500°07'18"E
CHD LGH=88.26'
- F) Δ=471°43'32"
R=44.00'
T=19.24'
L=36.28'
CHD BRG=568°15'26"W
CHD LGH=35.26'
- G) Δ=471°43'32"
R=44.00'
T=19.24'
L=36.28'
CHD BRG=568°15'26"W
CHD LGH=35.26'
- H) Δ=90°00'03"
R=150.25'
T=100.00'
L=125.62'
CHD BRG=544°48'21"W
CHD LGH=177.00'
- I) Δ=149°08'30"
R=63.00'
T=235.61'
L=183.20'
CHD BRG=544°48'21"W
CHD LGH=129.37'
- J) Δ=42°42'02"
R=44.00'
T=17.20'
L=32.79'
CHD BRG=581°58'25"E
CHD LGH=32.04'
- K) Δ=42°42'02"
R=44.00'
T=17.20'
L=32.79'
CHD BRG=103°24'53"W
CHD LGH=32.04'
- L) Δ=181°11'48"
R=300.00'
T=48.04'
L=95.28'
CHD BRG=509°21'54"E
CHD LGH=94.88'
- M) Δ=181°11'49"
R=300.00'
T=48.04'
L=95.28'
CHD BRG=409°21'53"W
CHD LGH=94.88'
- N) Δ=90°00'13"
R=1500.00'
T=143.84'
L=67.82'
CHD BRG=303°14'30"E
CHD LGH=67.59'
- O) Δ=44°38'43"
R=250.00'
T=103.50'
L=156.26'
CHD BRG=527°46'39"E
CHD LGH=91.26'



JEO Consulting Group, Inc.
402/443-4661 P.O. BOX 207 WAHOO, NEBRASKA 68066

**"FINAL PLAT"
SOUTH RIDGE
PART OF SECTION 23-T12N-R11E
CASS COUNTY, NEBRASKA**

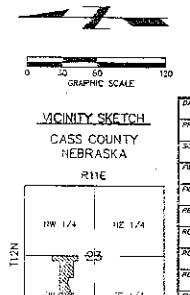
DEDICATION:
WE, EDWARD COPPE, L.L.C., BEING THE OWNER AND PROPRIETOR OF THE LAND DESCRIBED HEREIN, HEREBY DESCRIBE AND DEDICATE TO THE PUBLIC THE LAND SHOWN ON THIS PLAT, TO BE USED AS A HIGHWAY AND TO BE OPENED TO THE PUBLIC AS A HIGHWAY TO BE USED BY THE PUBLIC FOR THE PURPOSE OF TRAVELING FROM THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE SIXTH P.M., CASS COUNTY, NEBRASKA TO THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE SIXTH P.M., CASS COUNTY, NEBRASKA. THE DEDICATION IS MADE SUBJECT TO THE APPROVAL OF THE CITY OF LOUISVILLE, NEBRASKA, AND THE CITY ENGINEER OF LOUISVILLE, NEBRASKA. THE DEDICATION IS MADE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER OF LOUISVILLE, NEBRASKA, AND THE CITY ENGINEER OF LOUISVILLE, NEBRASKA. THE DEDICATION IS MADE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER OF LOUISVILLE, NEBRASKA, AND THE CITY ENGINEER OF LOUISVILLE, NEBRASKA.

PERIMETER DESCRIPTION:
A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE SIXTH P.M., CASS COUNTY, NEBRASKA. THE LAND DESCRIBED HEREIN IS BOUND BY THE WEST LINE OF SAID SECTION 23, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE SIXTH P.M., CASS COUNTY, NEBRASKA, A DISTANCE OF 2000 FEET; THE NORTH LINE OF SAID SECTION 23, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE SIXTH P.M., CASS COUNTY, NEBRASKA, A DISTANCE OF 600 FEET; THE EAST LINE OF SAID SECTION 23, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE SIXTH P.M., CASS COUNTY, NEBRASKA, A DISTANCE OF 1200 FEET; THE SOUTH LINE OF SAID SECTION 23, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE SIXTH P.M., CASS COUNTY, NEBRASKA, A DISTANCE OF 1200 FEET; THE WEST LINE OF SAID SECTION 23, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE SIXTH P.M., CASS COUNTY, NEBRASKA, A DISTANCE OF 1200 FEET; THE NORTH LINE OF SAID SECTION 23, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE SIXTH P.M., CASS COUNTY, NEBRASKA, A DISTANCE OF 600 FEET; THE EAST LINE OF SAID SECTION 23, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE SIXTH P.M., CASS COUNTY, NEBRASKA, A DISTANCE OF 1200 FEET; THE SOUTH LINE OF SAID SECTION 23, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE SIXTH P.M., CASS COUNTY, NEBRASKA, A DISTANCE OF 1200 FEET; THE WEST LINE OF SAID SECTION 23, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE SIXTH P.M., CASS COUNTY, NEBRASKA, A DISTANCE OF 1200 FEET.

STATE OF NEBRASKA
COUNTY OF _____
I, _____, COUNTY ENGINEER,
DO HEREBY CERTIFY THAT THE RECORDS OF THE FOREGOING INSTRUMENT, AND THE INSTRUMENT ITSELF, ARE CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.
WITNESS MY HAND AND NOTARIAL SEAL, ON _____ DAY OF _____, 200__.

APPROVAL OF THE CITY ENGINEER OF LOUISVILLE, NEBRASKA:
THE PLAT OF "SOUTH RIDGE" WAS APPROVED BY THE CITY ENGINEER OF LOUISVILLE, NEBRASKA, ON _____ DAY OF _____, 200__.

APPROVAL OF THE CITY ENGINEER OF LOUISVILLE, NEBRASKA:
THE PLAT OF "SOUTH RIDGE" WAS APPROVED BY THE CITY ENGINEER OF LOUISVILLE, NEBRASKA, ON _____ DAY OF _____, 200__.



DATE	1/1/07
PROJECT NO.	107
SCALE	AS SHOWN
FILE NO.	107
REVISION	
REVISION	
REVISION	
FILE NUMBER	
SHEET	1 of 1



NEBRASKA DOCUMENTARY
STAMP TAX
DEC 20 2000
\$ 12.25 BY *S*

FILED
CASS COUNTY, NE.
2000 DEC 20 PM 3:41
173 Deeds 610
Doc# 342 \$5.50

COMPARED

WARRANTY DEED

JOHN HOOVER, Trustee of the John Hoover Irrevocable Trust, herein called Grantor, in consideration of ONE DOLLAR and other good and valuable consideration received from GRANTEE, conveys unto GRANTEE,

BERNER-COPPLE, L. L. C.

the following described real estate:

A tract of land in the NW ¼ of the SW ¼ of Section 23, Township 12 N., Range 11 East, described as follows: Beginning at the NE Corner of the NW ¼ SW ¼ of Section 23, Township 12 North, Range 11 East of the 6th P.M., Cass County, Nebraska; thence S 0° 12' 23" W, along the East line of the NW ¼ SW ¼ 210.00'; thence N 90° 00' 00" W, 246.59'; thence N 0° 00' 00" E 210.00' to a point on the North line of the NW ¼ SW ¼; thence N 90° 00' 00" E along the North line, 247.35' to the point of beginning, contains 1.19 acres, more or less, Cass County, Nebraska

GRANTOR covenants jointly and severally, with the GRANTEE that GRANTOR:

1. is lawfully seised of such real estate and that the same is free from encumbrances;
2. has legal power and lawful authority to convey the same.
3. warrants and will defend title to the real estate against the lawful claims of all persons.

Executed this 11th day of October, 2000.

John Hoover

STATE OF NEBRASKA)
)ss
COUNTY OF CASS)

The foregoing instrument was acknowledged before me on the 11th day of October, 2000 by John Hoover, Trustee of the John Hoover Irrevocable Trust.

John A. Mueller
Notary Public

GENERAL NOTARY-State of Nebraska
JOHN A. MUELLER
My Comm. Exp. Febr. 27, 2004

23.12.1
LPO

4462

FILED
CASS COUNTY, NE.

COMPARED

2001 JUL 17 PM 1:02

277 mtg pg 868
PATRICIA WEIBINGER by S
REGISTER OF DEEDS
Doc# 4462 \$41.00

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated 07-06-2001, together with all Riders to this document.

(B) "Borrower" is BERNER COPPLE, L.L.C. & B&K PROPERTIES, INC. & VIL, A NEBRASKA CORPORATION

Borrower is the trustor under this Security Instrument.

(C) "Lender" is FARMERS & MERCHANTS BANK, WEEPING WATER BRANCH

Lender is a organized and existing under the laws of THE STATE OF NEBRASKA. Lender's address is 201 W. ELDORA AVE., P.O. BOX 187, WEEPING WATER, NE. 68463.

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is FARMERS AND MERCHANTS BANK, 607 1ST STREET, MILFORD, NE 68405

(E) "Note" means the promissory note signed by Borrower and dated 07-06-2001. The Note states that Borrower owes Lender SEVEN HUNDRED TWENTY THOUSAND AND NO/100

Dollars (U.S. \$ 720,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 07-06-2002.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify] _____

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

RC [Signature]



#4462

EXHIBIT "A"

PARCEL A: THE S1/2 OF THE NE1/4, EXCEPT TAX LOT 14 AND EXCEPT HIGHWAY, AND THE SE1/4 OF THE NW1/4, EXCEPT SCHLIEFERT ADDITION AND EXCEPT HIGHWAY, ALL IN SECTION 23, T12N, R11 EAST OF THE 6TH P.M. IN CASS COUNTY, NEBRASKA.

PARCEL B: E1/2 OF THE SW1/4, EXCEPT LOT 17 IN SECTION 23, T12N, R11 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA; AND A TRACT OF LAND IN THE NW1/4 OF THE SW1/4 OF SECTION 23, 12, 11 E, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF THE NW1/4, SW1/4, OF SECTION 23, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA; THENCE S 0°12'23"W, ALONG THE EAST LINE OF THE NW1/4, SW1/4, 210.00'; THENCE N 90°00'00"W, 246.59'; THENCE N 0°00'00"E, 210.00' TO A POINT ON THE NORTH LINE OF THE NW1/4, SW1/4; THENCE N 90°00'00"E ALONG THE NORTH LINE, 247.35' TO THE POINT OF BEGINNING, CONTAINS 1.19 ACRES, MORE OR LESS IN CASS COUNTY, NEBRASKA.

PARCEL C: THE NORTH 290' OF LOT 35, EASTWOOD FIRST ADDITION TO THE CITY OF LOUISVILLE, CASS COUNTY, NEBRASKA.

PARCEL D: THE NE1/4 OF SECTION 17, TOWNSHIP 8, RANGE 12, EXCEPT RAILROAD RIGHT OF WAY, IN OTOE COUNTY, NEBRASKA; EXCEPT ALSO THAT PART DESCRIBED AS FOLLOWS: A FIVE ACRE TRACT PREVIOUSLY CONVEYED TO BEAUFORD CLINKENBEARD AND ISABELLE M. CLINKENBEARD BY WARRANTY DEED DATED DECEMBER 20, 1977 AND RECORDED IN BOOK 139 DEEDS, PAGE 367 OF THE RECORDS OF OTOE COUNTY, NEBRASKA; EXCEPT ALSO TWO TRACTS OF LAND CONVEYED TO THE STATE OF NEBRASKA BY WARRANTY DEED DATED MARCH 20, 1964 AND FILED IN BOOK 113 DEEDS, PAGE 97 OF THE RECORDS OF OTOE COUNTY, NEBRASKA.

12-11
Lou

#7843

FILED
CASS COUNTY, NE. ~~CONFIDENTIAL~~

2002 OCT 17 AM 10:03

BK 43 of mtg pg 105
PATRICIA MEISINGER *ly B*
REGISTER OF DEEDS
Doc#7843 \$ 46.00

State of Nebraska _____ Space Above This Line For Recording Data _____

REAL ESTATE DEED OF TRUST
(With Future Advance Clause)

Construction Security Agreement Master form recorded by _____

1. **DATE AND PARTIES.** The date of this Deed of Trust is 10-11-2002 and the parties and their addresses are as follows:

TRUSTOR: BERNER-COPPLE, L.L.C. & R & K PROPERTIES, INC. & V, A NEBRASKA CORPORATION
P.O. BOX 45
LOUISVILLE, NE 68037

470-84-0039

Refer to the Addendum which is attached and incorporated herein for additional Trustors.

TRUSTEE: FARMERS AND MERCHANTS BANK
607 1ST STREET
MILFORD, NE 68405

47-0369814

BENEFICIARY: FARMERS & MERCHANTS BANK, WEEPING WATER BRANCH
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEBRASKA
201 W. ELDORA AVE.
PO BOX 187 WEEPING WATER, NE 68463
47-0369814

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of the Beneficiary, with power of sale, the following described property:

SEE ATTACHED EXHIBIT A:

The property is located in _____ at _____
(County) _____, Nebraska _____
(Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

MSB *RC* *RBB* *RC* (page 1 of 8)

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Deed of Trust at any one time shall not exceed \$ 650,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Deed of Trust and does not apply to advances (or interest accrued on such advances) made under the terms of this Deed of Trust to protect Beneficiary security and to perform any of the covenants contained in this Deed of Trust. Future advances are contemplated and, along with other future obligations, are secured by this Deed of Trust even though all or part may not yet be advanced. Nothing in this Deed of Trust, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.
4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
- The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt). *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*
NOTE DATED 10-11-02 TO BERNER-COPPLE, L.L.C. & R & K PROPERTIES, INC. & VILLAGE APARTMENTS OF LOUISVILLE, INC., RICHARD & MARY BERNER, ROBERT & KATHY COPPLE
 - All future advances from Beneficiary to Trustor or other future obligations of Trustor to Beneficiary under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Deed of Trust whether or not this Deed of Trust is specifically referred to in the evidence of debt.
 - All obligations Trustor owes to Beneficiary, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Trustor and Beneficiary.
 - All additional sums advanced and expenses incurred by Beneficiary for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Beneficiary under the terms of this Deed of Trust, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
 - Trustor's performance under the terms of any instrument evidencing a debt by Trustor to Beneficiary and any Deed of Trust securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Deed of Trust as Trustor, each Trustor agrees that this Deed of Trust will secure all future advances and future obligations described above that are given to or incurred by any one or more Trustor, or any one or more Trustor and others. This Deed of Trust will not secure any other debt if Beneficiary fails, with respect to such other debt, to make any required disclosure about this Deed of Trust or if Beneficiary fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Trustor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Deed of Trust.
6. **WARRANTY OF TITLE.** Trustor covenants that Trustor is lawfully seized of the estate conveyed by this Deed of Trust and has the right to irrevocably grant, convey and sell to Trustee, in trust, with power of sale, the Property and warrants that the Property is unencumbered, except for encumbrances of record.
7. **CLAIMS AGAINST TITLE.** Trustor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Beneficiary may require Trustor to provide to Beneficiary copies of all notices that such amounts are due and the receipts evidencing Trustor's payment. Trustor will defend title to the Property against any claims that would impair the lien of this Deed of Trust. Trustor agrees to assign to Beneficiary, as requested by Beneficiary, any rights, claims or defenses which Trustor may have against parties who supply labor or materials to improve or maintain the Property.
8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Deed of Trust, Trustor agrees:
- To make all payments when due and to perform or comply with all covenants.
 - To promptly deliver to Beneficiary any notices that Trustor receives from the holder.
 - Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Beneficiary consents in writing.
9. **DUE ON SALE OR ENCUMBRANCE.** Beneficiary may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Trustor's residence, this section shall be subject to the

MAB

RRB

(page 2 of 8)

RC
KC

#7843

EXHIBIT "A"

PARCEL A: THE S1/2 OF THE NE1/4, EXCEPT TAX LOT 14 AND EXCEPT HIGHWAY, AND THE SE1/4 OF THE NW1/4, EXCEPT SCHLIEFERT ADDITION AND EXCEPT HIGHWAY, ALL IN SECTION 23, T12N, R11 EAST OF THE 6TH P.M. IN CASS COUNTY, NEBRASKA.

PARCEL B: E1/2 OF THE SW1/4, EXCEPT LOT 17 IN SECTION 23, T12N, R11 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA; AND A TRACT OF LAND IN THE NW1/4 OF THE SW1/4 OF SECTION 23, 12, 11 E, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF THE NW1/4, SW1/4, OF SECTION 23, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE 6TH P.M., CASS COUNTY, NEBRASKA; THENCE S 0°12'23"W, ALONG THE EAST LINE OF THE NW1/4, SW1/4, 210.00'; THENCE N 90°00'00"W, 246.59'; THENCE N 0°00'00"E, 210.00' TO A POINT ON THE NORTH LINE OF THE NW1/4, SW1/4; THENCE N 90°00'00"E ALONG THE NORTH LINE, 247.35' TO THE POINT OF BEGINNING, CONTAINS 1.19 ACRES, MORE OR LESS IN CASS COUNTY, NEBRASKA.

PARCEL C: THE NORTH 290' OF LOT 35, EASTWOOD FIRST ADDITION TO THE CITY OF LOUISVILLE, CASS COUNTY, NEBRASKA.

PARCEL D: THE NE1/4 OF SECTION 17, TOWNSHIP 8, RANGE 12, EXCEPT RAILROAD RIGHT OF WAY, IN OTOE COUNTY, NEBRASKA; EXCEPT ALSO THAT PART DESCRIBED AS FOLLOWS: A FIVE ACRE TRACT PREVIOUSLY CONVEYED TO BEAUFORD CLINKENBEARD AND ISABELLE M. CLINKENBEARD BY WARRANTY DEED DATED DECEMBER 20, 1977 AND RECORDED IN BOOK 139 DEEDS, PAGE 367 OF THE RECORDS OF OTOE COUNTY, NEBRASKA; EXCEPT ALSO TWO TRACTS OF LAND CONVEYED TO THE STATE OF NEBRASKA BY WARRANTY DEED DATED MARCH 20, 1964 AND FILED IN BOOK 113 DEEDS, PAGE 97 OF THE RECORDS OF OTOE COUNTY, NEBRASKA.

12-11
low

7844

FILED
CASS COUNTY, NE.

2002 OCT 17 AM 10:04

BK 413 of Mtg PG 114
PATRICIA WEISINGER
REGISTER OF DEEDS

Doc #7844 \$46.00

State of Nebraska

Space Above This Line For Recording Data

ASSIGNMENT OF LEASES AND RENTS

1. **DATE AND PARTIES.** The date of this Assignment of Leases and Rents (Assignment) is 10-11-2002. The parties and their addresses are:

ASSIGNOR: BERNER-COPPLE, L.L.C. & R & K PROPERTIES, INC. & V, A NEBRASKA CORPORATION
P.O. BOX 45
LOUISVILLE, NE 68037

470-84-0039

Refer to the Addendum that is attached and incorporated herein for additional Assignors.

LENDER: FARMERS & MERCHANTS BANK, WEEPING WATER BRANCH
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEBRASKA
201 W. ELDORA AVE.
PO BOX 187 WEEPING WATER, NE 68463
47-0369814

2. **ASSIGNMENT OF LEASES AND RENTS.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Assignor's performance under this Assignment, Assignor irrevocably assigns, grants and conveys to Trustee, in trust for the benefit of Lender as additional security all the right, title and interest in the following (all referred to as Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases).

B. Rents, issues and profits (all referred to as Rents), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

C. The term Property as used in this Assignment shall include the following described real property:
SEE ATTACHED EXHIBIT A:

MSB RC
R.R.B. JC

X

3147

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Real Estate Division
444 South 16th Street Mall
Omaha, NE 68102-2247

FILED FOR RECORD 5-5-95 AT 10:02 A.M.
IN BOOK 46 OF NEW PAGE 458
REGISTER OF DEEDS, CASS CO., NE Patricia Meisinger
Doc # 144 \$1050

COMPARSED

Doc.# 2.01100(044)

RIGHT-OF-WAY EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, **JOHN HOOVER**, owner of the real estate hereinafter described, his heirs, executors, administrators, successors and assigns, (hereinafter called "Grantor"), hereby grants and conveys to **OMAHA PUBLIC POWER DISTRICT**, a public corporation, its successors and assigns, (hereinafter called "District"), a permanent right-of-way easement to survey, construct, reconstruct, relocate, add to, maintain and operate thereon, electric transmission and/or distribution lines consisting of structures, down guys, anchors, wires, underground cables and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

Tax Lot 3 in the West Half of Section 23, Township 12 North, Range 11 East of the 6th P.M., Cass County, Nebraska.

The area of the above described real estate to be covered by this easement, (hereinafter the "Easement Area"), shall be described as follows and as illustrated on the reverse of this document:

Commencing at the northeast corner of Tax Lot 3 in the West Half of Section 23, Township 12 North, Range 11 East of the 6th P.M., in Cass County, Nebraska; thence N 89°57' W along the North line of said Lot 3, a distance of 16.3 feet to the POINT OF BEGINNING; thence S 56°41' W, a distance of 54 feet; S 89°45' W, a distance of 26.5 feet; thence North, a distance of 29.9 feet to the North line of said Lot 3; thence S 89°57' E along said North line, a distance of 71.7 feet to the POINT OF BEGINNING.

CONDITIONS:

The District shall have the right of ingress and egress across the Easement Area for any purpose hereinbefore granted; provided, such ingress and egress shall be exercised in a reasonable manner.

The District shall also have the right to trim or remove all trees and brush on the Easement Area as may be necessary to efficiently exercise any of the hereinbefore granted rights. All refuse from such tree and brush cutting or trimming shall be disposed of by the District, and if the Easement Area is not being utilized for cultivated crops, the District shall have the further right to control and impede the growth of all weeds, trees, and brush along the Easement Area.

The District shall pay the Grantor and or Lessee, as their interests may appear, for all damages to growing crops, fences or other property on said real estate which may be caused by the exercise of the hereinbefore granted rights.

Grantor may cultivate, enjoy, and otherwise use the land within the Easement Area, including the right of ingress and egress across the Easement Area, provided that such use(s) shall not, in the reasonable opinion of the District, endanger or be a hazard to or interfere with the hereinbefore granted rights; Grantor shall not allow any buildings, structures, hay or straw stacks or other property to remain or be placed upon the Easement Area; Grantor shall not change or alter the grade of the Easement Area without the prior written approval from the District, which approval shall not be unreasonably withheld; Grantor shall not allow the burning of any materials of any nature within the Easement Area.

It is further agreed that the Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that her heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 11th day of April, 1995.

John Hoover

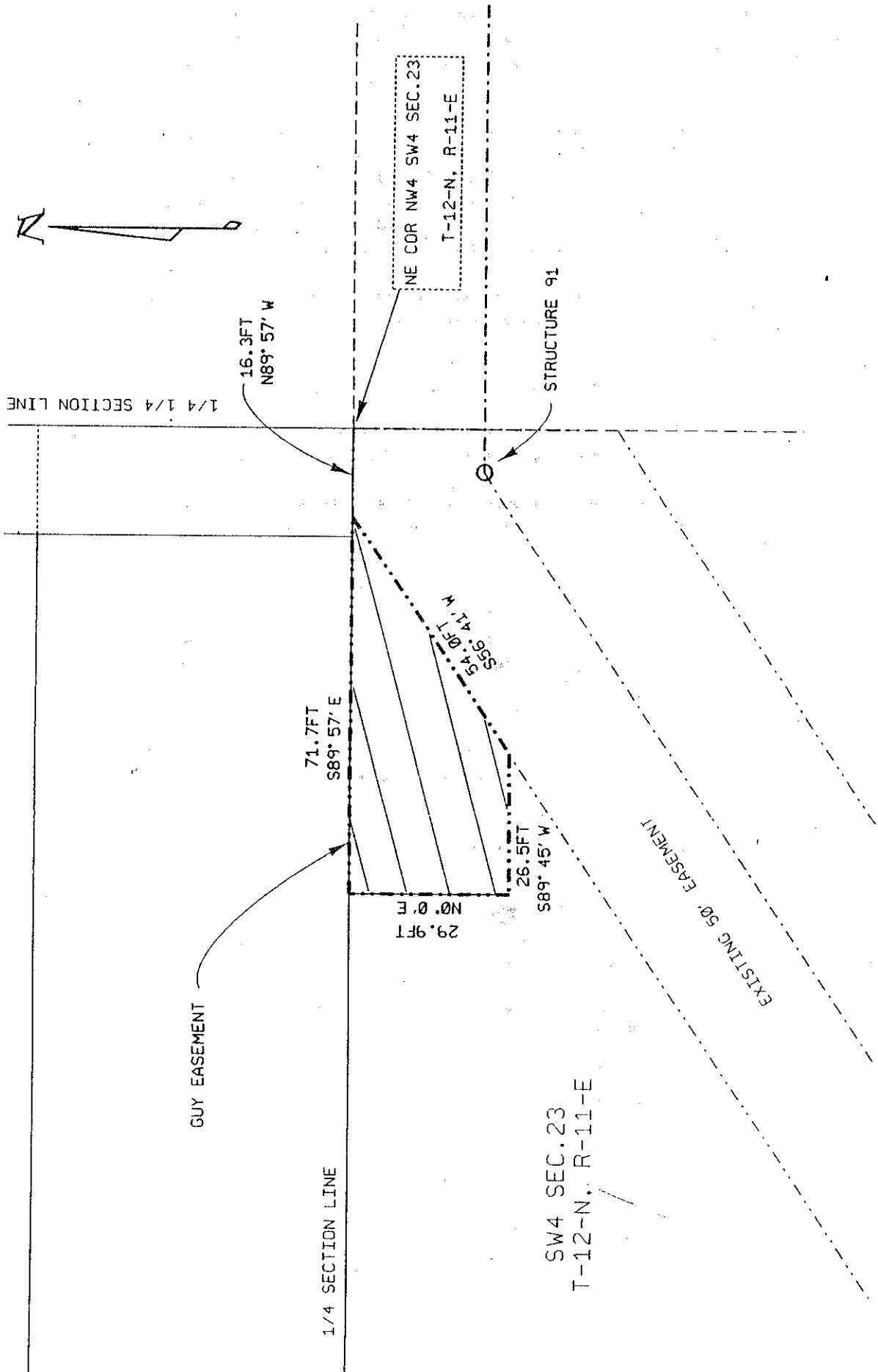
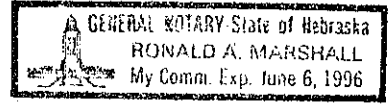
(ACKNOWLEDGEMENT ON REVERSE)

STATE OF NEBRASKA)
) SS
COUNTY OF CASS)

On this 11th day of April, 1995, before me the undersigned, a Notary Public in and for said County and State, personally appeared John Hoover, personally to me known to be the identical person and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

R. Marshall
NOTARY PUBLIC



RETURN TO:
 OMAHA PUBLIC POWER DISTRICT
 % Real Estate Division
 444 South 16th Street Mall
 Omaha, NE 68102-2247

FILED FOR RECORD 5-5-95 AT 10:06 A.M.

IN BOOK 46 OF MW PAGE 462

REGISTER OF DEEDS, CASS CO., NE Patricia Meisinger

Doc # 146 @ 10:50

COMPARISON

Doc.# 2.011 00(042)

RIGHT-OF-WAY EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, **RICHARD R. BERNER**, owner of the real estate hereinafter described, his heirs, executors, administrators, successors and assigns, (hereinafter called "Grantor"), hereby grants and conveys to **OMAHA PUBLIC POWER DISTRICT**, a public corporation, its successors and assigns, (hereinafter called "District"), a permanent right-of-way easement to survey, construct, reconstruct, relocate, add to, maintain and operate thereon, electric transmission and/or distribution lines consisting of structures, down guys, anchors, wires, underground cables and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

Part of Tax Lot 6, lying South of Eastwood Addition and Riverview Cemetery and North of the North right of way line of State Highway No. 66, (except that part described as follows: Beginning at the Northwest corner of said Eastwood Addition; thence N 90°00'00" E, along the South line of Eastwood addition, 503.72'; thence S 16°54'44" W, 370.26' to a point of curvature; thence following the arc of a 252.49' radius curve to the right, 145.81 feet, [the long chord bears S 33°27'22" W, 143.79'], to a point of tangent; thence S 50°00'00" W, 88.81' to a point of curvature; thence following the arc of a 23.61' radius curve to the left, 20.60', [the long chord bears S 24°59'59" W, 19.96'], to a point of tangent, thence S 0°00'00" W, 6.82' to a point on the North right of way line of State Highway No. 66; thence following a 2949.79' radius curve to the left, 17.34' [the long chord bears S 83°30'28" W, 17.33'], to a point of tangent; thence S 83°20'22" W, 223.60' to a point on the East line of Lot 755, Village of Louisville; thence N 0°05'38" W, 584.10' to the point of beginning)...all located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 23, Township 12 North, Range 11 East of the 6th P.M., Cass County, Nebraska.

The area of the above described real estate to be covered by this easement, (hereinafter the "Easement Area"), shall be described as follows and as illustrated on the reverse of this document:

Beginning at the southeast corner of Tax Lot 6 in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 23, Township 12 North, Range 11 East of the 6th P.M., in Cass County, Nebraska, said point also being the intersection of the North right of way line of State Highway No. 66 with the North/South centerline of said Section 23; thence S 83°55' W along said North right of way line of State Highway No. 66, a distance of 25.6 feet; thence North, a distance of 49.1 feet; thence East, a distance of 25.4 feet to a point in the North/South centerline of Section 23; thence South along said North/South centerline of Section 23, a distance of 46.2 feet to the point of beginning.

CONDITIONS:

The District shall have the right of ingress and egress across the Easement Area for any purpose hereinbefore granted; provided, such ingress and egress shall be exercised in a reasonable manner.

The District shall also have the right to trim or remove all trees and brush on the Easement Area as may be necessary to efficiently exercise any of the hereinbefore granted rights. All refuse from such tree and brush cutting or trimming shall be disposed of by the District, and if the Easement Area is not being utilized for cultivated crops, the District shall have the further right to control and impede the growth of all weeds, trees, and brush along the Easement Area.

The District shall pay the Grantor and or Lessee, as their interests may appear, for all damages to growing crops, fences or other property on said real estate which may be caused by the exercise of the hereinbefore granted rights.

Grantor may cultivate, enjoy, and otherwise use the land within the Easement Area, including the right of ingress and egress across the Easement Area, provided that such use(s) shall not, in the reasonable opinion of the District, endanger or be a hazard to or interfere with the hereinbefore granted rights; Grantor shall not allow any buildings, structures, hay or straw stacks or other property to remain or be placed upon the Easement Area; Grantor shall not change or alter the grade of the Easement Area without the prior written approval from the District, which approval shall not be unreasonably withheld; Grantor shall not allow the burning of any materials of any nature within the Easement Area.

It is further agreed that the Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that her heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 13th day of April, 1995.

Richard R. Berner

(ACKNOWLEDGEMENT ON REVERSE)

