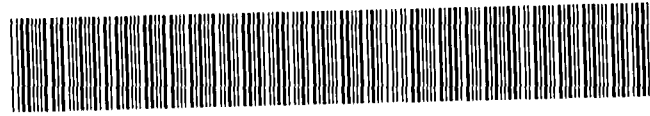




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 FEE 2150 FB 67-26054
 BKP _____ C/O _____ COMP CC
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/6/2011 09:45:05.28



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THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

Return To: First National Bank of Fort Smith
P.O. Box 7
Fort Smith, AR 72902-9943

Check Number
0000890180
0000890742

DEED OF TRUST

2614239

Deed of Trust, made on May 04, 2011. The Trustor is WALLY PROPERTIES, LLC, an Oklahoma Limited Liability Company, P.O. Box 10210, Ft. Smith, AR 72917 (hereinafter referred to as "Borrower"). The Trustee is JOSEPH C. BYAM, 8990 West Dodge Road, Suite 317, Omaha, Nebraska 68114 (hereinafter referred to as "Trustee"). The Beneficiary is FIRST NATIONAL BANK OF FT. SMITH ARKANSAS, P.O. Box 7, Ft. Smith, AR 72902 (hereinafter referred to as "Lender").

Borrower irrevocably conveys to Trustee, in Trust, with power of sale, the following described real estate ("the real estate"):

See attached Exhibit "A"

Together with all rents and profits therefrom, subject to easements and restrictions of record, if any.

Borrower owes Lender \$64,000.00, evidenced by Borrower's note of even date ("the note"), payable according to its terms.

This Deed of Trust secures to Lender the debt evidenced by the note, payment of all other amounts, with interest, advanced under the provisions hereof to protect the security and performance of Borrower's covenants and agreements.

Borrower covenants that Borrower is lawfully seised of the real estate and has legal power and lawful authority to convey same, and warrants and will defend title to the real estate against the lawful claims of all persons.

BORROWER AND LENDER AGREE AS FOLLOWS:

1. Borrower shall pay when due principal and interest as provided in the note.
2. All payments received by Lender shall be first applied to advances made by Lender, then to interest and last to principal.
3. Borrower shall pay general real estate taxes and special assessments against the real estate before same become delinquent.
4. If Lender determines that any part of the real estate is subject to a lien, which has or may attain priority over this Deed of Trust, Lender may give Borrower a notice identifying the lien and Borrower shall satisfy the lien within 10 days.
5. Borrower shall keep the improvements on the real estate insured against loss by fire and hazards included within the term "extended coverage" for their insurable value which shall include a standard mortgage clause in favor of Lender. In event of loss, Lender may make proof of loss if not promptly made by Borrower. Insurance proceeds shall be applied to restoration or repair of the real estate, unless both parties otherwise agree, except if restoration or repair is not economically feasible or Lender's security is lessened; otherwise the proceeds shall be paid on the debt herein, whether or not then due.
Unless Lender and Borrower otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the payments provided for in the note, or change the amount of the payments.
6. If Borrower fails to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the real estate and Lender's rights in the real estate, including payment of any amount secured by a lien having priority over this Deed of Trust, appearing in Court, paying reasonable attorney fees and entering the real estate to make repairs. Any amount so disbursed by Lender shall become additional debt of Borrower secured by this Deed of Trust, bearing interest from date of disbursement. The amount disbursed, together with the then unpaid principal balance, shall bear interest at the highest lawful rate until refunded by Borrower.
7. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and applied to the amounts secured by this Deed of Trust, whether or not then due, with any excess paid to Borrower.
8. An extension or modification of the loan granted by Lender to a successor in interest of Borrower shall not operate as a release of liability of the original Borrower or Borrower's successors in interest. A forbearance by Lender in exercising a right or remedy shall not be a waiver of or preclude exercise of a right or remedy.
9. Any notice to Borrower provided for in this Deed of Trust shall be given by delivery or mailing by first-class mail, unless Nebraska Law requires another method, at Borrower's last known address.

10. This Deed of Trust and the note it secures shall be governed by Nebraska

11. Lender shall give notice to Borrower following Borrower's breach of any covenant or agreement in this Deed of Trust and the note it secures. The notice shall specify (a) the default (b) action required to cure the default, (c) a date not less than 30 days from the date notice is given to Borrower by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the debt secured by this Deed of Trust and resale of the real estate. If default is not cured on or before the date specified in the notice, Lender, at Lender's option, may require immediate payment in full of all amounts secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedy permitted by Nebraska law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney fees and costs of title evidence.

12. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the real estate is located and shall mail copies of the notice in the manner prescribed by Nebraska law. Trustee, without demand on Borrower, shall sell the real estate at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the real estate by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the real estate at any sale.

Upon receipt of payment of the amount bid, Trustee shall deliver to the purchaser a Trustee's Deed conveying the real estate. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of sale in the following order: (a) to expenses of the sale including, but not limited to, Trustee's fees permitted by Nebraska law and reasonable attorney fees; (b) to all amounts secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to such excess.

13. Upon acceleration under Paragraph 11. or upon abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of, and manage the real estate and collect the rents therefrom, including rents past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the real estate and collection of rents including, but not limited to, receiver fees, premiums on receiver bonds, and reasonable attorney fees, and then to the amount secured by this Deed of Trust.

14. Upon payment of all amounts, as herein provided, Lender shall direct Trustee to reconvey the real estate and shall surrender this Deed of Trust and the note it secures. Trustee shall reconvey the real estate without warranty and without charge to the persons legally entitled to the real estate.

15. Lender, at Lender's option, may, from time to time, remove Trustee and appoint a Successor Trustee by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the real estate, the Successor Trustee shall succeed to all the title, power, and duties conferred upon Trustee herein and conferred by Nebraska law.

16. Borrower requests that copies of all notices provided herein be sent to Borrower's address which is P.O. Box 10210, Ft. Smith, AR 72917.

17. In event of sale or any other transfer of the real estate described herein, the entire balance under the Trust Deed Note executed by Borrower becomes immediately due and payable. This Deed of Trust may not be assigned, assumed, or otherwise transferred.

IN WITNESS WHEREOF the Borrower has signed this Deed of Trust.

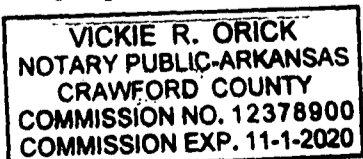
WALLY PROPERTIES, LLC, an Oklahoma
Limited Liability Company

By:


Charles G. Palmer, Co-Manager

STATE OF ARKANSAS)
COUNTY OF SEBASTIAN) SS
Crawford

The foregoing instrument was acknowledged before me on May 04, 2011, by Charles G. Palmer, Co-Manager of WALLY PROPERTIES, LLC, an Oklahoma Limited Liability Company, and he acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of WALLY PROPERTIES, LLC, an Oklahoma Limited Liability Company.



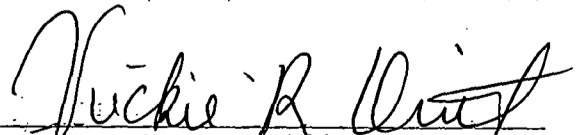

Notary Public

EXHIBIT "A"

LOTS 2 AND 3, STARWOOD SOUTH REPLAT, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA. TOGETHER WITH AN ACCESS EASEMENT LYING IN LOT 1, STARWOOD SOUTH REPLAT AS SURVEYED, PLATTED, AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2; THENCE S 2 59'52" W A DISTANCE OF 41.99 FEET; THENCE S 87 00'08" E A DISTANCE OF 638.85 FEET; THENCE N 2 59'51" E A DISTANCE OF 281.45 FEET; THENCE N 51 38'42" E TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF REDICK CIRCLE A DISTANCE OF 42.99 FEET; THENCE N 57 14'40" W ALONG SAID RIGHT OF WAY A DISTANCE OF 25.60 FEET; THENCE CONTINUING ON SAID RIGHT OF WAY ON CURVE WITH A RADIUS OF 140.23 FEET AND ARC DISTANCE OF 74.10 FEET AND A CHORD BEARING N 72 22'27" W A DISTANCE OF 73.24 FEET; THENCE S 42 00'53" E A DISTANCE OF 26.62 FEET; THENCE S 2 59'52" W A DISTANCE OF 266.75 FEET; THENCE S 47 59'52" W A DISTANCE OF 19.09 FEET; THENCE N 87 00'08" W A DISTANCE OF 583.35 FEET ALONG THE SOUTHERLY LINE OF LOTS 2, 3, AND 4 TO THE POINT OF BEGINNING.

EASEMENT CONTAINS: 39,910.46 SQUARE FEET OR 0.92 ACRES MORE OR LESS