

State of Nebraska

DEED OF TRUST

BOOK 3442 PAGE 182

FHA Case No.

321-1358859-703 203b

This Deed of Trust, ("Security Instrument") is made on December 13, 1989. The trustor is Sarah N. Seldin, President of Restorers Inc.

("Borrower"). The trustee is John S. Katelman, Attorney At Law
("Trustee"). The beneficiary is Midlands Mortgage Company
which is organized and existing under the laws of Nebraska
and whose address is 11205 Wright Street, Suite 120 Omaha, Nebraska 68144
("Lender").

Witnesseth: That the Borrower in consideration of the debt and trust hereinafter described and created, and the sum of One Dollar (\$1), to him in hand paid by the Trustee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm, unto the Trustee, in trust, with power of sale, forever, all of the following described real estate, situated lying and being in the County of Douglas, and State of Nebraska, to wit:

The West 45 feet of the East 80 feet of Lots 18 and 20, in Block 4, in Kirby Place, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

which has the address of 3919 & 3921 Davenport Street, Omaha
(street) (city)
Nebraska 68131 ("Property Address");
(Zip Code)

To Have and To Hold the premises above described, with all the appurtenances thereunto belonging and including all heating, plumbing and lighting fixtures and equipment now or hereafter attached to or used in connection with said real estate unto the Trustee, and to its successors and assigns, forever. The Borrower represents to, and covenants with, the Trustee, that the Borrower has good right to sell and convey said premises; that they are free from encumbrance; and that the Borrower will warrant and defend the same against the lawful claims of all persons whomsoever; and the said Borrower hereby relinquishes all rights of homestead, and all marital rights, either in law or in equity, and all other contingent interests of the Borrower in and to the above-described premises, and intention being to convey hereby an absolute title, in fee simple, including all rights of homestead, and other rights and interests as aforesaid.

Provided Always, and these presents are executed and delivered unto the Trustee, in trust, however for the following purposes:

Whereas, the Borrower on the 13th day of December, 1989, borrowed from the Lender the sum of Sixty Six Thousand Eight Hundred Fifty and 00/100
Dollars (\$ 66,850.00), for which sum the Borrower has executed and delivered to the Lender Borrower's promissory note of even date, bearing interest of the rate of Nine and 500/1000 per centum (9.500 %) per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office of Midlands Mortgage Company 11205 Wright Street, Suite 120
in Omaha, Nebraska 68144, or at such other place as the holder of the note may designate in writing, in monthly installments of Five Hundred Sixty Two and 11/100
Dollars (\$ 562.11), commencing on the first day of February 1990, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 2020.

This form is used in connection with mortgages insured under the one-to four-family programs of the National Housing Act (including Sections 203(b) and (i)) which require a One-Time Mortgage Insurance Premium payment in accordance with the regulations for those programs.

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Page 1 of 5

form HUD-92143-DT.1 (3-88 Edition)
24CFR 203.17(a)

F4333.CTI (10/89)

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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T.1 (3-88 Edition)
24CFR 203.17(a)

Borrower and Lender covenant and agree as follows:

1. That Borrower will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Borrower will pay to the Lender, on the first day of each month until the said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the property, plus taxes and assessments next due on the property (all as estimated by the Lender) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Lender in trust to pay said ground rents, premiums, taxes and special assessments; and

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Borrower each month in a single payment to be applied by the Lender to the following items in the order set forth:

(i) ground rents, taxes, assessments, fire and other hazard insurance premiums;

(ii) interest on the note secured hereby;

(iii) amortization of the principal of said note; and

(iv) late charges.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Borrower prior to the due date of the next such payment, constitute an event of default under this mortgage. The Lender may collect a "late charge" not to exceed four cents (4c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the Borrower under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Lender for ground rents, taxes and assessments or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Borrower, shall be credited by the Lender on subsequent payments to be made by the Borrower, or refunded to the Borrower. If, however, the monthly payments made by the Borrower under (a) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Borrower shall pay to the Lender any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Borrower shall tender to the Lender, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Lender shall, in computing the amount of such indebtedness, credit to the account of the Borrower any balance remaining in the funds accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this instrument resulting in a public sale of the premises covered hereby, or if the Lender acquires the property otherwise after default, the Lender shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

4. That the Borrower will pay ground rents, taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof the Lender may pay the same; and that the Borrower will promptly deliver the official receipts therefor to the Lender.

5. The Borrower will pay all taxes which may be levied upon the Lender's interest in said real estate and improvements, and which may be levied upon this instrument or the debt secured hereby (but only to the extent that such is not prohibited by law and only to the extent that such will not make this loan usurious), but excluding any income tax, State or Federal, imposed on Lender, and will file the official receipt showing such payment with the Lender. Upon violation of this undertaking, or if the Borrower is prohibited by any law now or hereafter existing from paying the whole or any portion of the aforesaid taxes, or upon the rendering of any court decree prohibiting the payment by the Borrower of any such taxes, or if such law or decree provides that any amount so paid by the Borrower shall be credited on the debt, the Lender shall have the right to give ninety days' written notice to the owner of the premises, requiring the payment of the debt. If such notice be given, the said debt shall become due, payable and collectible at the expiration of said ninety days.

6. That should the Borrower fail to pay any sum or keep any covenant provided for in this instrument, then the Lender, at its option, may pay or perform the same, and all expenditures so made shall be added to the principal sum owing on the said note, shall be secured hereby, and shall bear interest at the rate set forth in the said note, until paid.

7. That the Borrower hereby assigns, transfers and sets over to the Lender, to be applied toward the payment of the note and all sums secured hereby in case of a default in the performance of any of the terms and conditions of this instrument or the said note, all the rents, revenues and income to be derived from the said premises during such time as the indebtedness shall remain unpaid, and the Lender shall have power to appoint any agent or agents. It may desire for the purpose of repairing said premises and of renting the same and collecting the rents, revenues and income, and it may pay out of said incomes all expenses of repairing said premises and necessary commissions and expenses incurred in renting and managing the same and of collecting rentals therefrom; the balance remaining, if any, to be applied toward the discharge of said indebtedness.

8. That the Borrower will keep the improvements now existing or hereafter erected on the property, insured as may be required from time to time by the Lender against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Lender and will pay promptly, when due, any premiums on such insurance, provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Lender and the policies and renewals thereof shall be held by the Lender and have attached thereto loss payable clauses in favor of and in form acceptable to the Lender. In event of loss Borrower will give immediate notice by mail to the Lender, who may make proof of loss if not made promptly by Borrower, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Lender instead of to the Borrower and the Lender jointly, and the insurance proceeds, or any part thereof, may be applied by the Lender at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this instrument or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Borrower in and to any insurance policies then in force shall pass to the purchaser or grantees.

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9. That as additional and collateral security for the payment of the note described, and all sums to become due under this instrument, the Borrower hereby assigns to the Lender all profits, revenues, royalties, rights and benefits accruing to the Borrower under any and all oil and gas leases on said premises, with the right to receive and receipt for the same and apply them to said indebtedness as well before as after default in the conditions of this instrument, and the Lender may demand, sue for and recover any such payments when due and payable, but shall not be required so to do. This assignment is to terminate and become null and void upon release of this instrument.

10. That the Borrower will keep the buildings upon said premises in good repair, and neither commit nor permit waste upon said land, nor suffer the said premises to be used in any unlawful purpose.

11. That if the premises, or any part thereof, be condemned under the power of eminent domain, or acquired for a public use, the damages awarded, the proceeds for the taking of, or the consideration for such acquisition, to the extent of the full amount of indebtedness upon this instrument and the note which it is given to secure remaining unpaid, are hereby assigned by the Borrower to the Lender, and shall be paid forthwith to said Lender to be applied by the latter on account of the next maturing installments of such indebtedness.

12. The Borrower further agrees that should this instrument and the note secured hereby not be eligible for insurance under the National Housing Act within eight months from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the eight months' time from the date of this instrument, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Lender or holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Lender or the holder of the note when the ineligibility for insurance under the National Housing Act is due to the Lender's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

13. That if the Borrower fails to make any payments of money when the same become due, or fails to conform to and comply with any of the conditions or agreements contained in this instrument, or the note which it secures, then the entire principal sum and accrued interest shall at once become due and payable, at the election of the Lender.

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this instrument (but not prior to acceleration under paragraph 12 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the 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 sums secured by this instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 13, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the Property is located and shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the time required by applicable law, Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property 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 Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's deed conveying the Property. 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 the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees as permitted by applicable law and reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

14. Upon acceleration under paragraph 13 or 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 Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this instrument.

15. Upon payment of all sums secured by this instrument, Lender shall request Trustee to reconvey the Property and shall surrender this instrument and all notes evidencing debt secured by this instrument to Trustee. Trustee shall reconvey the Property without warranty and without charges to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

18. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

17. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

18. If one or more riders are executed by Borrower and recorded together with this instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this instrument as if the rider(s) were a part of this instrument.

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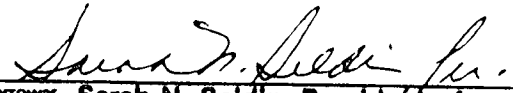
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18. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

20. The mortgages shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or

a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed no later than 12 months after the date on which the mortgage is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner. [If the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months".]

By signing below, Borrower accepts and agrees to the terms covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.


Borrower Sarah N. Seldin, President of Restorers Inc. [Seal]

Borrower [Seal]

shall record a notice of property is located and described by applicable law. shall give public prescribed by app shall sell the Property time and place and n one or more parcels postpone sale of all ment at the time and or its designee may

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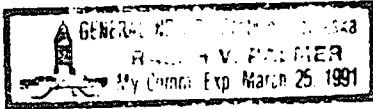
STATE OF NEBRASKA
COUNTY OF Douglas

} ss.

The foregoing instrument was acknowledged before me this 13th day of December, 1989, by Sarah N. Seldin, President of Restorers Inc., a Nebraska Corporation, on behalf of said Corporation

Witness my hand and notarial seal at Omaha in said County, the date aforesaid.

My Commission expires: 3-25-91



Ralph V. Palmer
Notary Public Ralph V. Palmer

ACKNOWLEDGMENT

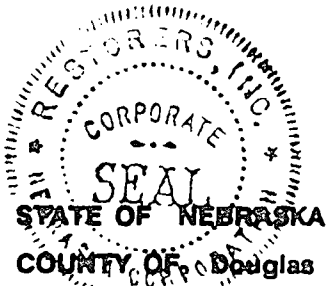
I/We, Sarah N. Seldin, President of Restorers Inc.

_____, ("Trustor")
under that certain Deed of Trust dated December 13, 1989 ("Deed of Trust") to be entered into among Trustor, John S. Katelman, Attorney At Law ("Trustee") and Midlands Mortgage Company ("Beneficiary")

hereby acknowledge that it is understood that (a) the Deed of Trust to be executed by Trustor is a trust deed and not a mortgage and (b) the power of sale provided for in the Deed of Trust provides substantially different rights and obligations to the Trustor than a mortgage in the event of a default or breach of obligation.

Trustor acknowledges that this Acknowledgment was made prior to the execution of the Deed of Trust.

Executed and delivered this 13th day of December, 1989.



Sarah N. Seldin, Pres.
Trustor Sarah N. Seldin, President of Restorers Inc.

Trustor

} ss.

The foregoing instrument was acknowledged before me this 13th day of December, 1989, by Sarah N. Seldin, President of Restorers Inc., a Nebraska Corporation, on behalf of said Corporation

Witness my hand and notarial seal at Omaha in said County, the date aforesaid.

My Commission expires: 3-25-91



Ralph V. Palmer
Notary Public Ralph V. Palmer

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FHA MORTGAGE RIDER
(Assumption Rider)

BOOK 3442 PAGE 187
321-1358859-703

THIS FHA ASSUMPTION RIDER is made this 13th day of December, 1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned Mortgagor (Trustor), to secure Mortgagor's (Trustor's) Note to Midlands Mortgage Company

Mortgages (Trustee) of the same date and covering the property described as follows:

The West 45 feet of the East 80 feet of Lots 19 and 20, in Block 4, in Kilby Place, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

and whose address is 3919 & 3921 Davenport Street

Omaha Nebraska 68131

Property Address

The Mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this Mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Mortgagor, pursuant to a contract of sale executed not later than twenty four months after the date on which the Mortgage is executed to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner. (If the property is not the principal or secondary residence of the Mortgagor, "24 months" must be substituted for 12 months.)

Executed this 13th day of December, 1989 by Sarah N. Seldin,
President of Restorers Inc.

Sarah N. Seldin, Pres.
Sarah N. Seldin, President of Restorers Inc.

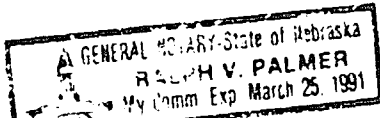
STATE OF NEBRASKA

COUNTY OF Douglas

} ss.

On the 13th day of December, A.D. Nineteen Hundred and Eighty Nine
before me, a Notary Public in and for Douglas County, State of NEBRASKA
personally appeared Sarah N. Seldin, President of Restorers Inc., a Nebraska Corporation, on behalf of said Corporation
to me known to be the person(s) named and who executed the foregoing instrument and acknowledged that _____ executed the same as _____ voluntary act and deed.

My Commission expires 3-25-91



Ralph V. Palmer
Notary Public in and for said County
Ralph V. Palmer
Douglas County, NEBRASKA