

TRUST DEED

BOOK 3399 PAGE 723

THIS TRUST DEED is made this 24th day of August, 19 89, by and among the Trustor, Virgil P. Wamsat and Patricia S. Wamsat, Husband and Wife (herein "Borrower"), whose mailing address is 23501 Q Street, Omaha, NE 68022, American National Bank, the Trustee, whose mailing address is 8990 West Dodge Road, Omaha NE 68114, American National Bank ("herein Trustee"), and the Beneficiary, American National Bank, whose mailing address is 8990 West Dodge Road, Omaha NE 68114 (herein "Lender").

IF THIS BOX [] IS CHECKED, THIS TRUST DEED CONSTITUTES A CONSTRUCTION SECURITY AGREEMENT UNDER THE NEBRASKA CONSTRUCTION LIEN ACT AND THIS TRUST DEED CONSTITUTES, AND CONTAINS THE GRANT OF, A CONSTRUCTION SECURITY INTEREST IN THE PROPERTY DESCRIBED HEREIN. IT SECURES AN OBLIGATION WHICH THE TRUSTOR INCURRED FOR THE PURPOSE OF MAKING AN IMPROVEMENT OF THE PROPERTY AS TO WHICH THE CONSTRUCTION SECURITY INTEREST IS GRANTED.

WHEREAS, Borrower has applied to Lender for one or more loans, letters of credit or other financial accommodations and may hereafter from time to time apply to Lender for additional loans, letters of credit or other financial accommodations in any amount; and

WHEREAS, Borrower is, in addition to such other indebtedness from Borrower to Lender as may exist, indebted to Lender in the principal sum of SEVENTY THOUSAND AND 00/100 Dollars (\$70,000.00), which indebtedness is evidenced by Borrower's promissory note dated August 24, 1989 (herein "Note"), payable to Lender or order, and having a maturity of August 24, 2009; and

WHEREAS, Lender has required as a condition precedent to the continuation or extension of any financial accommodations to Borrower that Borrower execute this Trust Deed for the purpose of securing payment of all indebtedness owing by Borrower to Lender, including the indebtedness evidenced by the Note;

NOW, THEREFORE, in the context of the foregoing preamble paragraphs, which paragraphs are by this reference specifically made a contractual part of this Trust Deed, and for the purpose of securing, in such order of priority as Lender may elect:

- (a) the repayment of the indebtedness evidenced by the Note, and any and all extensions, modifications, substitutions and renewals thereof, whether or not the instruments evidencing such indebtedness make reference to this Trust Deed;
(b) the repayment of all other sums, with interest thereon, which may heretofore have been or hereafter may be advanced by Lender to Borrower or Borrower's successor in interest;
(c) the repayment of all other sums, with interest thereon, advanced in accordance with this Trust Deed to protect the security of this Trust Deed and the performance of the covenants and agreements of Borrower set forth herein;
(d) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 23 hereof; and
(e) the repayment of any other indebtedness of Borrower to Lender, including any and all loans or lines of credit, whether said loans or lines of credit are due in installments, periodically, on a revolving basis, or in a lump sum, and whether said loans or lines of credit result from direct disbursement, overdraft, continuing commitment to loan, or any other basis (THIS PARAGRAPH SHALL NOT CONSTITUTE NOR OTHERWISE BE CONSTRUED AS A COMMITMENT TO MAKE ADDITIONAL LOANS OF ANY KIND OR IN ANY AMOUNT);

all of which indebtedness is herein referred to as the "Indebtedness," Borrower does hereby irrevocably grant and convey to Trustee, IN TRUST, WITH POWER OF SALE, the real estate located in the County of Douglas State of Nebraska, legally described as follows, to-wit:

Lot 18, Menke Park, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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TOGETHER WITH (i) all buildings, structures, additions, enlargements, modifications, repairs, replacements and improvements now or hereafter located thereon, (ii) all equipment, machinery and fixtures (including, without limitation, all lighting, heating, ventilating, cooling, air conditioning, sprinkling and plumbing fixtures, water and power systems, engines, boilers, ranges, ovens, dishwashers, mirrors and mantels, carpeting, furnaces, oil burners, elevators and motors, refrigeration plants or units, communication systems, dynamos, transformers, electrical equipment, storm and screen windows, doors, awnings and shades) now or hereafter attached to, or built in, any building or improvement now or hereafter located thereon, (iii) all easements and rights of way appurtenant thereto, (iv) all leasehold estate, right, title and interest of Borrower in and to all leases, whether now or hereafter existing or entered into (including, without limitation, all cash and security deposits, advance rentals and deposits or payments of a similar nature, pertaining thereto), (v) all rents, issues, profits and income therefrom (subject to the right of Borrower to collect and apply such rents, issues, profits and income as they become due and payable so long as no Event of Default exists hereunder), (vi) all royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, (vii) all tenements, hereditaments, privileges and appurtenances belonging, used or enjoyed in connection therewith, and (viii) all proceeds of conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims (including, without limitation, proceeds of insurance and condemnation awards), all of which is hereinafter collectively called the "Property."

BORROWER warrants and covenants that Borrower is lawfully seized in fee simple of the Property, has the right and power to convey the Property, and that the Property is free from liens, security interests and encumbrances (except, if applicable, the liens, security interests or encumbrances identified and described in paragraph 28 hereinbelow). Borrower warrants and agrees to defend title to the Property against all claims and demands (except, if applicable, the liens, security interests or encumbrances identified and described in paragraph 28 hereinbelow), whether now existing or hereafter arising, and warrants that all buildings, improvements and fixtures now or hereafter located on the Property are or will be located entirely within the boundaries of the Property. The foregoing warranties shall survive the exercise of the power of sale herein conferred or foreclosure of this Trust Deed and shall run with the Property.

BORROWER FURTHER COVENANTS AND AGREES AS FOLLOWS:

- 1. Payment of Indebtedness. Borrower shall promptly pay the Indebtedness when due and according to its terms.
2. Payment of Charges Against the Premises. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, or such other date each month as may be specified by Lender, until the Indebtedness is paid in full, a sum (herein "Funds") equal to 1/12th of the yearly taxes and assessments which may attain priority over this Trust Deed, plus 1/12th of the annual ground rents on the Property, if any, plus 1/12th of the yearly premium installments for hazard insurance, plus 1/12th of the yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time subsequently by Lender on the basis of current assessments and bills and reasonable estimates of anticipated increases therein. The Funds shall be held in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents, as they become due and payable, if there are sufficient amounts in said account to pay the same when due and payable. Lender shall not be required to pay Borrower any interest or earnings on the Funds. The Funds are pledged as additional security for the Indebtedness secured by this Trust Deed. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they become due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days from the date notice is mailed by Lender to Borrower requesting payment thereof. Upon payment in full of all Indebtedness, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender executes a written waiver of Borrower's obligations under this paragraph ANC/DOT 100-COM

2. Borrower covenants and agrees to pay, before the same become delinquent, all taxes and assessments, insurance premiums and ground rents, and all other charges whatsoever levied upon or assessed, placed or made against the Property, on or before the time due and payable. Borrower further agrees, upon written request by Lender, to promptly deliver to Lender all receipts for the payment of such charges. Borrower likewise agrees to pay all taxes, assessments and other charges levied upon or assessed, placed or made against, or measured by, this Trust Deed or the recordation thereof, or the Indebtedness.

3. **Application of Payments.** All payments received by Lender as to any debt, liability or obligation owed to Lender by Borrower may be applied by Lender to the payment of the Note or to any such other debt, liability or obligation, in any order or manner of application which Lender, in its absolute discretion, deems appropriate. Unless otherwise elected by Lender, any such payment shall be deemed applied first to the payment of any debt, liability or obligation other than the Note.

4. **Construction of Improvements, Construction Mortgage and Financing Statement.** If the box at the beginning of this Trust Deed is checked, in addition to being a "Construction Security Agreement" as defined in the Nebraska Construction Lien Act, this instrument constitutes a "construction mortgage," and constitutes and is filed as a "fixture filing," as such terms are defined by, and within the meaning of, the Nebraska Uniform Commercial Code. Borrower agrees to complete, in a good and workmanlike manner, any buildings, improvements or repairs relating to the Property which may be begun on the Property or be contemplated by the loan secured hereby, to pay when due all costs and liabilities incurred therefor and not to permit any construction lien to attach against the Property. Borrower also agrees to promptly commence work and to complete the proposed improvements expeditiously and to comply with all of the terms of the building or construction loan agreement, if any, between Borrower and Lender, the terms of which are incorporated herein by this reference. All monies deposited by or on behalf of Borrower with any political subdivision or utility company in connection with the installation or to secure the installation of any public improvements to the Property are hereby pledged as additional security for the Indebtedness secured by this Trust Deed.

5. **Hazard Insurance.** Borrower will keep the buildings and other improvements now existing or hereafter erected on the Property insured by insurance carriers satisfactory to Lender against loss by fire, hazards included in the term "extended coverage" and against such other hazards, casualties and contingencies as may be required by Lender, in such amounts and for such periods as may be required by Lender. The policy of insurance shall be in form acceptable to Lender, shall have a replacement cost endorsement, and shall have loss payable provisions in favor of and in form acceptable to Lender. Unless sufficient Funds have been deposited with Lender pursuant to paragraph 2 to pay the same, all premiums on insurance policies shall be paid by Borrower making payment, at least ten (10) days prior to the due date, directly to the insurance carrier. Lender shall have the right to hold the policies and renewals thereof and Borrower shall promptly furnish to Lender all renewal notices and all paid premium receipts received by it. In no event shall Lender be held responsible for failure to pay for any insurance, for any loss or damage arising out of a defect in any policy, arising out of any failure of any insurance company to pay for any loss or damage insured against, or for failure by Borrower to affect the insurance required hereunder. In the event of loss, Borrower shall give prompt notice by mail to the insurance carrier and Lender. Lender may make proof of loss if not made promptly or in proper form by Borrower. All policies of insurance and any and all refunds of unearned premiums are hereby assigned to Lender as additional security for the payment of the Indebtedness. In the event of Lender's exercise of the power of sale contained herein, or in the event of foreclosure, all right, title and interest of Borrower in and to any insurance policy then in force shall pass to the purchaser at the trustee's sale or foreclosure sale.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, provided such restoration or repair is economically feasible and the security of this Trust Deed is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Trust Deed would be impaired, insurance proceeds shall be applied to the Indebtedness, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the Indebtedness.

Unless Lender and Borrower otherwise agree in writing, any such application of insurance proceeds to Indebtedness shall not extend or postpone the due date of payments payable under the Note or change the amount of such payments. If, under paragraph 21 hereof, the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance proceeds payable as a result of damage to the Property prior to the sale or acquisition shall pass to Lender and shall be applied first to the costs and expenses, including attorney fees, incurred in collecting such proceeds, then in the manner and in the order provided at paragraph 21 hereof.

6. **Preservation and Maintenance of the Property.** Borrower will keep the buildings and other improvements now or hereafter erected on the Property in good repair and condition, will not commit or permit waste, will not alter the design or structural character of any building now or hereafter erected on the Property without the prior written consent of Lender, will not do any act or thing which would unduly impair or depreciate the value of the Property and will not abandon the Property. Borrower will not remove any fixtures included in the Property unless the same are immediately replaced with like property subject to the lien and security interest of this Trust Deed and of at least equal value and utility. Borrower will comply with all present and future ordinances, regulations and requirements of any governmental body which are applicable to the Property or to the occupancy and use thereof. If this Trust Deed covers a unit in a condominium or townhouse regime or a planned unit development, Borrower agrees to perform all of Borrower's obligations under the declarations or covenants creating or governing the condominium or townhouse regime or planned unit development, the bylaws and regulations of the condominium or townhouse regime or planned unit development, and all constituent documents.

7. **Inspection.** Lender or its agents may, at all reasonable times, enter upon the Property for the purpose of inspection. Lender shall have no duty to make such inspection and shall not be liable to Borrower or to any person or entity if it makes or fails to make any such inspection.

8. **Protection of Lender's Security.** If Borrower fails to perform any of the covenants and agreements contained in this Trust Deed or if any action or proceeding is commenced which does or may adversely affect the Property or the interest of Borrower or Lender therein or the title of Borrower thereto, then Lender, at its option, may perform such covenants and agreements, make such appearances, defend against and investigate such action or proceeding, and take such other action as Lender deems necessary to protect its interest including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 8, with interest thereon, shall become additional indebtedness of Borrower secured by this Trust Deed. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note. Nothing contained in this paragraph 8 shall require Lender to incur any expense or take any action hereunder. Borrower irrevocably authorizes and empowers Lender to enter upon the Property and, in Borrower's name or otherwise, to perform any and all covenants and agreements to be performed by Borrower as herein provided. Lender shall, at its option, be subrogated to any encumbrance, lien, claim or demand and to all rights and securities for the payment thereof paid or discharged by Lender under the provisions hereof and any such subrogation rights shall be additional and cumulative security under this Trust Deed.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of or in anticipation of condemnation, are hereby assigned to and shall be paid to Lender. Borrower will file and prosecute, in good faith and with due diligence, its claim for any such award or payment, and will cause the same to be collected and paid to Lender, and, should it fail to do so, Borrower irrevocably authorizes and empowers Lender, in the name of Borrower or otherwise, to file, prosecute, settle or compromise any such claim and to collect, receipt for and retain the proceeds. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds in the manner indicated herein. The proceeds of any award or claim may, after deducting all reasonable costs and expenses, including attorney fees, which may have been incurred by Lender in the collection thereof, at the sole discretion of Lender, be released to Borrower, applied to restoration of the Property, or applied to the payment of the Indebtedness. Unless Lender and Borrower otherwise agree in writing, any such application of condemnation proceeds to Indebtedness shall not extend or postpone the due dates of payments due and payable under the Note or change the amount of such payments.

10. **Borrower Not Released.** Extension of the time for payment or modification of any amortization of the Indebtedness granted by Lender to any successor in interest or successor in title of Borrower shall not operate to release, in any manner, the liability of Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the Indebtedness by reason of any demand made by the Borrower or Borrower's successors in interest.

11. **Financial Information.** Upon request of Lender, Borrower will provide Lender, within 90 days of the close of each fiscal year of Borrower, a consolidated balance sheet and income statement of Borrower for the fiscal year then ended, in reasonable detail and in form satisfactory to Lender, and Borrower further agrees to provide Lender, immediately upon the filing thereof, copies of all federal and state income tax returns filed by Borrower. If the Indebtedness is guaranteed by any third parties, Borrower also agrees to provide Lender, within 60 days of the end of each calendar year, a financial statement of each such guarantor for such calendar year, in reasonable detail and in form satisfactory to Lender.

12. **Financial Covenants.** In addition to any other covenants and agreements of Borrower made in any other agreement, instrument or document to which Borrower and Lender are parties, Borrower agrees to comply with, and to cause all guarantors of the Indebtedness to comply with, the following financial covenants (if no covenants are set forth hereinbelow, this paragraph is not applicable):

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13. **Leases.** If all or any part of the Property is leased by Borrower to third party(s), Borrower agrees to provide Lender, upon Lender's demand, certified copies of all such leases together with a schedule, in reasonable detail and in form satisfactory to Lender, identifying all lessees and containing a description of the material terms and conditions of each lease. Borrower further agrees to provide Lender, within 30 days of Lender's demand therefor, lessee estoppel certificates and attornment agreements, in form satisfactory to Lender, with respect to such leases and the interest of each lessee thereunder. Without the prior written consent of Lender, Borrower agrees not to, directly or indirectly, with respect to any lease of all or any part of the Property, now or hereafter in existence:

- (a) Accept or permit any prepayment, discount or advance payment of rent in excess of one month;
- (b) Cancel or terminate any lease, or accept or acquiesce in any cancellation, termination or surrender thereof, or permit any event to occur which would operate under the terms of the same to terminate or cancel the same, other than termination for non-payment of rent;
- (c) Amend or modify any material term of any lease, or acquiesce in any such amendment or modification;
- (d) Waive any default under any lease or any breach thereof;
- (e) Give any consent, waiver or approval with respect to any lease, or take any other action in connection therewith, which would have the effect of impairing the value of the interest of Borrower thereunder or impairing the position or interest of Lender therein; or
- (f) Sell, assign, pledge, mortgage or otherwise dispose of or encumber its interest in any lease or in any rents, issues, profits or rights arising thereunder.

14. **Corporation or Partnership Existence.** If Borrower is a corporation, general partnership or limited partnership, Borrower agrees to take all action necessary to preserve its corporate or partnership existence, as the case may be, to maintain its good standing and to ensure itself the availability of all rights and privileges accorded such existence under the laws of the state of its incorporation or organization.

15. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or the discharge of liens or charges by Lender shall not be a waiver of any of Lender's rights, including its right to accelerate the maturity of the Indebtedness.

16. **Remedies Cumulative.** All rights and remedies provided in this Trust Deed to Lender are distinct and cumulative to any other right or remedy under this Trust Deed or afforded by law or equity, and may be exercised concurrently, independently or successively. Duties imposed upon Lender under this Trust Deed or under any other document evidencing Indebtedness or other collateral security shall not be construed to be cumulative and shall be construed in the context of the purpose of the document and the nature of the particular collateral. In the event of inconsistency between such documents as to such duties, the terms of this Trust Deed shall control.

17. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 20(g) hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Trust Deed are for convenience only and are not to be used to interpret or define the provisions hereof.

18. **Notice.** Borrower hereby requests that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to Borrower at the mailing address set forth above or at such other address as Borrower may designate by notice to Lender as provided herein. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Trust Deed shall be given by mailing such notice by certified mail, return receipt requested, addressed to Borrower at the address indicated above, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender at the mailing address set forth above or at such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Trust Deed shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

19. **Governing Law; Severability.** This Trust Deed shall be governed by the laws of the State of Nebraska. In the event any provision or clause of this Trust Deed conflicts with applicable law, such conflict shall not affect other provisions of this Trust Deed which can be given effect without the conflicting provisions and to this end the provisions of this Trust Deed are declared to be severable.

20. **Events of Default.** Each of the following occurrences shall constitute an event of default hereunder (herein called an "Event of Default"):

- (a) Borrower shall fail to pay when due (or, ON DEMAND, as to such of the Indebtedness as is payable on demand) any Indebtedness or shall fail to duly perform or observe any of the covenants or agreements contained in this Trust Deed;
- (b) Any warranty of title made by Borrower in this Trust Deed shall be untrue or be breached;
- (c) Any representation or warranty made by Borrower in any financial statement or report or other document submitted to Lender by or on behalf of Borrower shall be false or materially misleading;
- (d) Borrower shall fail to pay any debt, liability or obligation owed by it to Lender or shall fail to perform or observe any obligation set forth in, or binding upon it under, any note, financing statement, security agreement, loan or credit agreement, letter of credit agreement, mortgage, or other agreement between it and Lender, or any default or event of default shall occur under any such agreements;
- (e) Filing of a petition, voluntarily or involuntarily, for relief under the Bankruptcy Code, 11 U.S.C. Sections 101 through 151328, or under any other federal or state law relating to or providing for the composition, discharge or adjustment of rights or debts; or the appointment, or the application for appointment, of a custodian, receiver or trustee for Borrower or for any property of Borrower; or an assignment by Borrower for the benefit of creditors; or any adjudication by any state or federal court of competent jurisdiction that Borrower is insolvent; or Borrower shall generally not be paying its debts as such debts become due;
- (f) A final judgment for the payment of money shall be rendered against Borrower and Borrower shall not discharge the same, or cause it to be discharged, within 30 days of the date of the entry thereof or, pending further proceedings, effectively supersede the same by appropriate supersedeas bond;
- (g) Borrower shall be divested of, or shall sell, transfer or lease for a term of more than one year (or shall agree to sell, transfer or so lease), voluntarily or involuntarily, all or any part of the Property, or any interest therein;
- (h) If Borrower is a corporation or partnership, more than 50% of the shares or beneficial interests in such corporation or partnership, as the case may be, are transferred or conveyed, voluntarily or involuntarily, without the prior written consent of Lender.

For purposes of this paragraph 20, "Borrower" means the persons or entities identified as "Borrower" at the beginning of this Trust Deed or any one or more of such persons or entities.

21. **Acceleration of Debt; Exercise of Power of Sale; Foreclosure.** Upon the occurrence of any Event of Default, or at any time thereafter until such Event of Default is cured to the written satisfaction of Lender, Lender may, at its option, exercise one or more of the following rights and remedies and any other rights and remedies available to it:

- (a) Accelerate the maturity of the Indebtedness, declare the Indebtedness to be immediately due and payable, and exercise any and all other rights and powers granted to the holder of the Note in the event of a default;
- (b) Exercise all rights and remedies provided under the Nebraska Trust Deeds Act to the holder, beneficiary and/or trustee of a trust deed containing a power of sale;
- (c) Enter upon, take possession of, manage and operate the Property or any part thereof and do any acts which Lender deems necessary to protect the security thereof, and either with or without taking possession in its own name, sue for or otherwise collect or receive the rents, issues and profits, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to the Indebtedness in such order as Lender may determine. The entering upon and taking possession of the Property, the collection of any rents, issues and profits, and the application thereof to the Indebtedness, shall not cure or waive any default or Event of Default then or thereafter existing, or affect any proceedings to exercise the power of sale herein contained or any foreclosure proceeding;
- (d) Without regard to adequacy of any security for the Indebtedness, secure the appointment of a receiver, ex parte and without notice, to take possession of, protect and manage the Property, operate the same and collect the rents, issues and profits therefrom; and
- (e) Exercise the power of sale herein contained, or proceed to bring an action at law on the Indebtedness, or proceed to foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property.

If foreclosure is elected, this Trust Deed may thereupon be foreclosed immediately and without any prior notice or demand. All costs and expenses incurred by Lender in enforcing any right under this Trust Deed, including, without limitation, abstract or title fees, appraisal fees, premiums for title insurance, attorney fees and court costs, shall be and constitute indebtedness secured by this Trust Deed, shall be included in the amount adjudged due under this Trust Deed in any foreclosure decree and shall bear interest at the rate then applicable under the Note from the date incurred.

If exercise of the power of sale is elected, Trustee shall record a notice of default, in form complying with R.R.S. 876-1006, in each county in which the Property or some part thereof is located and shall mail copies of such notice in the manner provided by, and to those persons entitled to receive such notice under, applicable law. After the lapse of one month from the date of recording of such notice of default, or such lesser period of time as may then be required under applicable law, Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law and thereupon may 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 such order as Trustee may determine. 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 Lender's designee may purchase the Property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser a Trustee's deed conveying the Property sold. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein and shall operate as conclusive evidence in favor of bona fide purchasers and encumbrancers for value without notice. Trustee shall apply the proceeds of sale in the following order:

- (a) to the costs and expenses of exercising the power of sale and of the sale, including, but not limited to, Trustee's fees actually incurred of not more than 1% of the gross sale price, reasonable attorney fees, and costs of title evidence;
- (b) to the Indebtedness;
- (c) to the payment of junior trust deeds, mortgages or other lienholders; and
- (d) the excess, if any, to the person or persons legally entitled thereto.

OMAHA, NEBRASKA 68111
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AND WASHINGTON
AMERICAN NATIONAL BANK

22. **Borrower's Right to Reinstate.** If Borrower, within one month of Lender's recording of a notice of default under the Trust Deed, the power of sale is to be exercised, shall pay to Lender:

- (a) the entire amount then due under the terms of this Trust Deed and under the terms of the Indebtedness secured hereby, other than such portion of the Indebtedness as would not then be due had no default occurred (except as to that part of the Indebtedness which is payable on demand, all of which, unless waived by Lender, must be paid in full);
- (b) the costs and expenses actually incurred by Lender in enforcing the terms of this Trust Deed, including reasonable attorney fees, recording costs and title evidence costs; and
- (c) the Trustee's fee actually incurred not exceeding in the aggregate \$50.00 or one-half of 1% of the entire unpaid principal balance, whichever is greater;

and shall promptly cure all other Events of Default then existing under the terms of this Trust Deed, all proceedings theretofore instituted shall be dismissed and discontinued, this Trust Deed shall be reinstated and shall be and remain in force and effect as if no acceleration had occurred. Nothing contained herein shall impose upon Lender a duty or obligation to transmit to, or provide Borrower a copy of, any notice of default or notice of sale beyond or in addition to that duty or obligation provided by applicable law, if any.

23. **Future Advances.** Upon request of Borrower, Lender, at Lender's option, prior to full reconveyance of the Property by Trustee to Borrower, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured by this Trust Deed. At no time shall the principal amount of the Indebtedness secured by this Trust Deed, not including sums advanced to protect the security, exceed the total sum of \$ *100,000.00*. Advances or disbursements made by Lender to protect the security, even though the same, under the terms hereof, are discretionary, shall not be deemed to be optional future advances.

24. **Reconveyance.** Upon payment of all Indebtedness secured by this Trust Deed, Lender shall request Trustee to reconvey the Property and shall surrender this Trust Deed and all notes evidencing indebtedness secured by this Trust Deed to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

25. **Duties of Trustee.** Borrower agrees that the duties and obligations of the Trustee shall be determined solely by the express provisions of this Trust Deed, that the Trustee shall not be obligated to take any action except for the performance of such duties and obligations as are specifically set forth herein, and that no implied covenants or obligations shall be imposed upon Trustee. No provision of this Trust Deed shall require the Trustee to expend or risk its own funds, or otherwise incur any financial obligation in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers hereunder. The Trustee may consult with legal counsel of its own choosing and the advise of such counsel shall be full and complete authorization and protection to the Trustee with respect to any action taken or suffered by it in good faith in reliance thereon. The Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized by, or within its discretion or rights or powers conferred upon it under, this Trust Deed.

26. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a Successor Trustee to any Trustee appointed hereunder by an instrument in form complying with R.R.S. §76-1004 and recorded in the county in which this Trust Deed is recorded. Prior to recording of the instrument of substitution, a copy thereof shall be sent in the manner provided in R.R.S. §76-1008 to all persons to whom a copy of a notice of default would be required to be mailed under R.R.S. §76-1008, and the recorded substitution instrument shall contain or have attached to it an affidavit that copies have been sent to such persons. Without conveyance of the Property, the Successor Trustee shall succeed to all title, power and duties conferred upon Trustee herein and by applicable law.

27. **Miscellaneous Rights of Lender.** Lender may at any time and from time to time, without notice, consent to the making of any plat of the Property or the creation of any easement thereon or any covenants restricting use or occupancy thereof, all without in any way affecting the liability of any person or the validity or priority of this Trust Deed. Any personal property remaining upon the Property after the Property has been possessed or occupied by Lender, its agent or any purchaser following a trustee sale, foreclosure, or under any deed in lieu of trustee sale or foreclosure, shall be conclusively presumed to have been abandoned by Borrower.

28. (If Applicable) **Other Encumbrance.** Without admitting its validity, enforceability or priority over this Trust Deed, Borrower warrants and covenants that its interest in the Property is subject only to a _____, recorded on _____, 19 _____, in the records of the Register of Deeds of _____ County, Nebraska, in Book _____, Page _____, which _____ secures a principal balance not exceeding \$ _____, does not secure future advances or other indebtedness and does not prohibit the execution and delivery of this Trust Deed. Borrower covenants and agrees to discharge such other encumbrance according to its terms and agrees that any default or event of default under such other encumbrance constitutes an Event of Default under this Trust Deed. Borrower further agrees that Lender, at its option, may cure any default of Borrower under the documents and instruments evidencing such other encumbrance, and that all amounts advanced by, together with other expenses of, Lender in curing such default, plus interest thereon at the interest rate provided in the Note, shall constitute Indebtedness secured by this Trust Deed and shall be due and payable by Borrower to Lender upon demand.

IN WITNESS WHEREOF, Borrower has executed this Trust Deed.

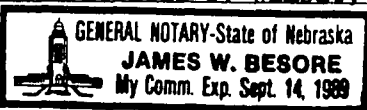
X Virgil P. Wamsat
Virgil P. Wamsat

X Patricia S. Wamsat
Patricia S. Wamsat

(Individual Acknowledgment)

STATE OF NEBRASKA)
) ss:
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 24 day of August, 19 89, by Virgil P. Wamsat and Patricia S. Wamsat, and acknowledged to be his, her, or their voluntary act and deed. Husband and Wife.



James W. Besore
Notary Public

(Corporate Acknowledgment)

STATE OF NEBRASKA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____, by _____, the _____ of _____, a _____ corporation, on behalf of the corporation, and as the voluntary act and deed of the corporation.

Notary Public

(Partnership Acknowledgment)

STATE OF NEBRASKA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____, by _____, a general partner, on behalf of _____, a partnership, and as the voluntary act and deed of the partnership.

Notary Public