
UPON RECORDATION RETURN TO:

B. Hans Ipson, Esq.
Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102

**DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS
AND FIXTURE FILING**

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Deed of Trust"), is made February 6, 2014 by **CLARK JEARY HOME CORPORATION OF LINCOLN**, a not-for-profit corporation duly organized and validly existing under the laws of Nebraska ("Trustor"), whose mailing address is 8401 South 33rd Street, Lincoln, Nebraska 68516, in favor of **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**, as trustee ("Trustee"), whose mailing address is c/o Nebraska Title Company, 5601 S. 59th Street, Suite C, Lincoln, Nebraska, 68516, for the benefit of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, as indenture trustee under the Indenture (as defined below) ("Beneficiary"), whose mailing address is 10 South Wacker Drive, 13th Floor, Chicago, Illinois 60606.

WITNESSETH:

WHEREAS, Trustor is the fee owner of the real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"); and

WHEREAS, at the request of Trustor, Hospital Authority No. 1 of Lancaster County, Nebraska ("Issuer") has agreed to issue certain \$6,255,000 Hospital Authority No. 1 of Lancaster County, Nebraska Revenue Refunding Bonds (Clark Jeary Home Corporation of Lincoln Project) Series 2014 (the "Bonds") pursuant to the terms of that certain Indenture of Trust, dated February 1, 2014, by and between Issuer and Beneficiary (the "Indenture"); and

WHEREAS, Issuer and Trustor have entered into that certain Loan Agreement, dated February 1, 2014, by and between Issuer and Trustor (the "Loan Agreement"), pursuant to which Issuer will loan the proceeds of the Bonds to Trustor to pay certain costs incurred in connection with the issuance of the Bonds and to refinance Issuer's Revenue Bond (Clark Jeary Home Corporation of Lincoln Project), Series

NTCLM6081386

2005 and Series 2007, which were used to perform certain improvements with respect to the Property (as defined below); and

WHEREAS, Wells Fargo Bank, National Association, as bond purchaser ("Bond Purchaser"), will purchase and hold the Bonds under the provisions of that certain Continuing Covenant Agreement, dated February 1, 2014, by and between Trustor and Bond Purchaser (the "Continuing Covenant Agreement"); and

WHEREAS, Trustor has agreed to grant Beneficiary a lien on, and security interest in, the Trust Property (as defined below) pursuant to the terms hereof to secure the obligations under the Continuing Covenant Agreement; and

WHEREAS, Trustor is indebted to Beneficiary in the principal sum of Six Million, Two Hundred Fifty-Five Thousand and no/100 Dollars (\$6,255,000.00), which indebtedness is evidenced by the Bond Documents (as defined in the Indenture), and any renewals, extensions, and substitutions thereof, payable to the order of Beneficiary.

NOW, THEREFORE, for the purpose of securing:

A. payment and performance of any and all obligations of Trustor in the Bond Documents and any other agreement executed by Trustor and which benefits Beneficiary, together with interest thereon, late charges, prepayment penalties, any future advances, and all extensions, modifications, substitutions and renewals thereof;

B. payment of all other sums, fees or charges, together with interest thereon, advanced to protect the security of this Deed of Trust and the performance of the covenants and agreements of Trustor, whether or not set forth herein; and

C. performance, discharge of and compliance with every term, covenant, obligation and agreement of Trustor contained herein or incorporated by reference or any other security instrument at anytime given to secure the Bonds,

all of which are hereinafter, collectively, called the "Indebtedness," Trustor irrevocably conveys, grants, grants a security interest in, and transfers to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, all right, title, claim and interest of Trustor in and to the Land, together with the following property, rights, interests and estates now owned, or hereafter acquired, by Trustor (the Land, together with such property, rights, interests and estates, is herein collectively referred to as the "Property"): all rents, profits, crops, royalties, income and other benefits derived from the Land (collectively, the "rents"); all leases or subleases covering the Land or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder; all right, title and interest of Trustor in and to any greater estate in the Land owned or hereafter acquired; all interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Land; all easements, water rights, rights-of-way, tenements, hereditaments and appurtenances pertaining to the Land; all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street or highway adjoining the Land, and any and all alleys and strips and gores of land adjacent to or used in connection with the Land; any and all buildings, fixtures and improvements now or hereafter erected upon the Land (collectively, the "Improvements"); and all the estate, interest, right, title or any claim or demand which Trustor now has or may hereafter acquire in the Land. The Property and the entire estate and interest conveyed to the Trustee hereby are referred to, collectively, as the "Trust Property."

This Deed of Trust, the other Bond Documents, and any other instrument given to evidence or further secure the payment and performance of the Indebtedness secured hereby are referred to collectively as the "Security Instruments." This paragraph shall serve as notice to all persons who may seek or obtain a lien on the Trust Property subsequent to the date of recording of this Deed of Trust that, until this Deed of Trust is released, any debt owed Beneficiary by Trustor, including advances made subsequent to the recording of this Deed of Trust, shall be secured with the priority afforded this Deed of Trust as recorded.

This Deed of Trust and all of the terms, conditions, and obligations contained in this Deed of Trust shall continue in full force and effect until such time as the Indebtedness has been fully and finally paid and performed, at which time this Deed of Trust shall be void, and Beneficiary agrees to execute an instrument evidencing the satisfaction of the Indebtedness and releasing this Deed of Trust.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES AS FOLLOWS:

Section 1. Title. Except for the liens, restrictions, easements and encumbrances specifically identified on Exhibit "B" attached hereto and incorporated herein by this reference (collectively, the "Permitted Encumbrances"), Trustor covenants, warrants and agrees with Beneficiary, its successors and assigns, that Trustor owns the Trust Property free from any prior lien or encumbrance, that this Deed of Trust is and will remain a valid and enforceable lien on the Trust Property, that Trustor, at its expense, will preserve such title and will maintain this Deed of Trust as a first priority lien upon the Trust Property and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever. Trustor, at its expense, will cause this Deed of Trust, and any amendment or supplement hereto, to be filed and recorded as a mortgage of the Trust Property in such manner and in such place, and Trustor will take such actions as in the opinion of Trustee or Beneficiary may be required by any present or future law in order to perfect, maintain and protect the lien of this Deed of Trust, as the same may be amended or supplemented from time to time. Trustor shall not create or permit to be created or to remain any subordinate lien on Trustor's interest in the Trust Property or any part thereof to secure any indebtedness for borrowed money, without obtaining the prior written consent of Beneficiary.

Section 2. Security Agreement; Fixture Filing; and Assignment of Leases and Rents. This Deed of Trust shall constitute a security agreement and financing statement under the provisions of the Nebraska Uniform Commercial Code with respect to those items described in the preambles hereof as constituting a part of the Trust Property, together with all other property of Trustor, either similar or dissimilar to the same, now or hereafter located at or on the Trust Property. This Deed of Trust shall also constitute an assignment of leases and rents generally and as those terms are defined under Nebraska law, it being intended by Trustor that such assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2, Lender grants to Trustor a revocable license to collect and receive the rents derived from the Property. Trustor shall from time to time, at the request of the Beneficiary, execute any and all other financing statements covering such personal property and fixtures (in form satisfactory to Beneficiary) as Beneficiary may require. This document covers goods which are or are to become fixtures.

Section 3. Payment of Indebtedness and Performance of Duties. Trustor shall pay when due the principal of, and any interest on, the Indebtedness and perform all of its duties and obligations as provided in the Bond Documents.

Section 4. Taxes. Trustor shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Trust Property or any part thereof, before delinquency,

without notice or demand, and provide proof of such payment to Beneficiary from time to time upon Beneficiary's request.

Section 5. Insurance. Trustor shall keep the Trust Property insured as required by the Bond Documents. Each policy of insurance shall be in form reasonably acceptable to Beneficiary, shall provide that the same may not be canceled or modified without thirty (30) days prior written notice to Beneficiary, shall name the Beneficiary as an additional insured, and shall have loss payable provisions in favor of and in form acceptable to Beneficiary. Trustor shall have no right to insurance proceeds while Trustor is in default under the Bond Documents. Unless Beneficiary and Trustor otherwise agree in writing, any such application of insurance proceeds shall not extend or postpone the due date of any obligations under the Bonds, or change the amount of any such installments.

Section 6. Actions Affecting Trust Property. Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and shall pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear.

Section 7. Maintenance; Inspection. Trustor shall keep the Trust Property, including the Improvements now or hereafter erected on the Property, in good repair and condition and shall not commit or permit waste thereof. Except as specifically contemplated or permitted in the Bond Documents, Trustor shall not substantially alter the design or structural character constituting any building now or hereafter erected on and constituting the Trust Property without the prior written consent of Beneficiary, shall not do any act or thing which would unduly impair or depreciate the value of the Trust Property and shall not abandon the Trust Property. Except as specifically contemplated or permitted in the Bond Documents, Trustor shall not remove any fixtures constituting the Trust Property unless the same are immediately replaced with like property subject to the lien and security interest of this Deed of Trust and of at least equal value and utility. Trustor shall comply with all present and future ordinances, regulations and requirements of any governmental body which are applicable to the Trust Property and to the occupancy and use thereof. Beneficiary or its agents may, at all reasonable times, enter upon the Trust Property for the purpose of inspection. Beneficiary shall have no duty to make such inspection and shall not be liable to Trustor or to any person in possession of the Trust Property if it makes or fails to make any such inspection permitted hereunder.

Section 8. Hazardous Waste. Trustor covenants to Beneficiary and Trustee to keep the Trust Property free of all hazardous substances and hazardous waste as provided by the terms of the Bond Documents. Trustor shall promptly notify Beneficiary of any event that would render any representation, covenant, or warranty contained in the Bond Documents incorrect in any material respect. In such event, Beneficiary may require that all violations of applicable law with respect thereto be corrected and that all necessary governmental permits be obtained, all at Trustor's sole expense.

Trustor does hereby indemnify and hold Beneficiary and Trustee, their directors, officers, employees, agents and any successor or successors to their interest in the Trust Property harmless from and against any and all losses, claims, damages, penalties, liabilities, response costs and expenses (including all out-of-pocket litigation costs and the reasonable fees and expenses of counsel) (a) arising out of the inaccuracy, breach or incompleteness of any representation, warranty, or covenant made by Trustor in this Section 8 or in any document in writing delivered concurrently herewith, or (b) arising out of any lawsuit brought or threatened, settlement reached, or governmental order relating to the presence, disposal, release, or threatened release of any hazardous substance or hazardous waste upon the Trust Property, or (c) arising out of any violation of any applicable statute or regulation for the protection of the environment which occurs upon the Trust Property; provided that, to the extent that Beneficiary or Trustee is strictly liable under any statute or regulation, Trustor's obligations hereunder shall likewise be

without regard to fault on the part of Trustor with respect to the violation of law which results in liability to Beneficiary or Trustee. The indemnification herein provided by Trustor shall continue in full force and effect indefinitely and shall survive the repayment of the Bonds, any reconveyance of the Trust Property by Trustee, and any foreclosure (whether judicially or pursuant to the power of sale granted herein) or deed in lieu of foreclosure of the Trust Property.

Section 9. Protection of Security. If Trustor fails to perform any of the covenants and agreements contained in this Deed of Trust or in the other Bond Documents, or if any action or proceeding is commenced which does or may adversely affect the Trust Property or the interest of Trustor or Beneficiary therein or the title of Trustor thereto, then, if Trustor is not then doing so, Beneficiary, at its option, may perform such covenants and agreements, and may, in any event, make such appearances, defend against and investigate such action or proceeding and take such other action as Beneficiary deems necessary to protect its interest, including, but not limited to, disbursement of reasonable attorney's fees, payments of liens, taxes, insurance premiums, payments of competing encumbrances, whether or not superior to this Deed of Trust, and entry upon the Trust Property to make repairs. Any amounts disbursed by Beneficiary pursuant to this Section 9, with interest thereon, shall constitute Indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof, and shall bear interest from the date of disbursement at the Default Rate (as defined in the Continuing Covenant Agreement). Nothing contained in this Paragraph shall require Beneficiary to incur any expense or take any action hereunder. Trustor irrevocably authorizes and empowers Beneficiary to enter upon the Trust Property as Trustor's agent and, in Trustor's name or otherwise, to perform any and all covenants and agreements to be performed by Trustor as provided in this Deed of Trust or in the other Bond Documents. Beneficiary 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 Beneficiary under the provisions hereof and any such subrogation rights shall be additional and cumulative security for this Deed of Trust.

Section 10. Eminent Domain. Subject to the rights of the holders of Permitted Encumbrances, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Trust Property, or any part thereof, or for conveyance in lieu of or in anticipation of condemnation, are hereby assigned to and shall be paid to Beneficiary. Trustor 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 Beneficiary, and, should it fail to do so, Trustor irrevocably authorizes and empowers Beneficiary, in the name of Trustor or otherwise, to file, prosecute, settle or compromise any such claim and to collect, receipt for and retain the proceeds. If the Trust Property is abandoned by Trustor, or, after notice by Beneficiary to Trustor that the condemnor offers to make an award or settle a claim for damages, Trustor fails to respond to Beneficiary within thirty (30) days after the date such notice is mailed, Beneficiary 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's fees, which may have been incurred by Beneficiary in the collection thereof, at the sole discretion of Beneficiary, be released to Trustor, applied to restoration of the Trust Property, or applied to the payment of the Indebtedness. Unless Beneficiary and Trustor otherwise agree in writing, any such application of proceeds to Indebtedness shall not extend or postpone the due date of any obligations under the Bonds or the payment of any installments called for thereunder.

Section 11. Trustor Not Released. Extension of the time for payment or modification of any amortization of the Indebtedness granted by Beneficiary to Trustor or to any successor-in-interest of Trustor shall not operate to release, in any manner, the liability of Trustor and Trustor's successors-in-interest. Beneficiary 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 Trustor or Trustor's successors-in-interest.

Section 12. Forbearance by Beneficiary Not a Waiver. Any forbearance by Beneficiary 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 Beneficiary in accordance with the terms hereof shall not be a waiver of Beneficiary's right to accelerate the maturity of the Indebtedness or otherwise exercise any remedies set forth in the Bond Documents.

Section 13. Financial Information. Trustor will provide to Beneficiary financial information as required by the Bond Documents for Trustor and such other financial information and in such manner as Beneficiary may reasonably request from time to time.

Section 14. Duties of Trustee. Trustor agrees that:

a. Duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust and Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be imposed upon Trustee;

b. No provision of this Deed of Trust shall require 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;

c. Trustee may consult with counsel of its own choosing and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and reliance thereon; and

d. Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within its discretion or rights or powers conferred upon it by this Deed of Trust.

Section 15. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the County in which the Trust Property is located and by otherwise complying with the provisions of the applicable law of the state of Nebraska, substitute a successor or successors to the Trustee named herein or acting hereunder.

Section 16. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns.

Section 17. Merger, Consolidation, Sales or Leases. Trustor covenants that Trustor will not sell, lease or otherwise dispose of any of the Trust Property without the prior written consent of Beneficiary. Upon any such prohibited conveyance, the Indebtedness shall be due and payable in full to Beneficiary without notice or demand. The covenants contained herein shall run with the Property and shall remain in full force and effect until the Indebtedness is paid in full.

Section 18. Events of Default. Each of the following occurrences shall constitute an event of default hereunder:

a. Trustor shall fail to pay when due any principal, interest, or principal and interest on the Indebtedness;

- b. Any warranty of title made by Trustor herein shall be untrue;
- c. Except as provided in (a) or (b) above, Trustor shall fail to observe or perform any of the other covenants, agreements, or conditions in this Deed of Trust and such failure shall continue for thirty (30) days after notice of such failure is given to Trustor;
- d. An "Event of Default" shall occur under the Bond Documents;
- e. Trustor shall sell or convey the Trust Property, or any part thereof, or any interest therein, or shall be divested of its title, or any interest therein, in any manner or way, whether voluntarily or involuntarily, without the written consent of Beneficiary being first had and obtained; or
- f. Trustor shall fail to properly maintain and preserve the Trust Property, including, but not limited to, the maintenance of the Trust Property free from all hazardous substances and hazardous waste in violation of the environmental laws as required by the Bond Documents.

Section 19. Acceleration of Debt; Foreclosure. Upon the occurrence of any event of default hereunder, or any time thereafter, Beneficiary may, at its option, declare all the Indebtedness secured hereby immediately due and payable and the same shall bear interest at the Default Rate, and, irrespective of whether Beneficiary exercises said option, it may, at its option and in its sole discretion, without any further notice or demand to or upon Trustor, do one or more of the following:

- a. Beneficiary may enter upon, take possession of, manage and operate the Trust Property or any part thereof; make repairs and alterations and do any acts which Beneficiary deems proper to protect the security thereof, and either with or without taking possession, in its own name, sue for or otherwise collect and receive rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees and Beneficiary's costs, upon the Indebtedness secured hereby and in such order as Beneficiary may determine. Upon request of Beneficiary, Trustor shall assemble and shall make available to Beneficiary any of the Trust Property which has been removed. The entering upon and taking possession of the Trust Property, the collection of any rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default theretofore or thereafter occurring, or affect any notice of default or notice of sale hereunder or invalidate any act done pursuant to any such notice. Notwithstanding Beneficiary's continuance in possession or receipt and application of rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by applicable law upon or after the occurrence of an event of default hereunder, including the right to exercise the power of sale. Any of the actions referred to in this Section may be taken by Beneficiary at such time as Beneficiary may determine without regard to the adequacy of any security for the Indebtedness secured hereby.
- b. Beneficiary shall, without regard to the adequacy of any security for the Indebtedness secured hereby, be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession of, protect, and manage the Trust Property and operate the same and collect the rents, issues and profits therefrom.
- c. Beneficiary may (and is hereby authorized and empowered to) bring any action in any court of competent jurisdiction to foreclose this Deed of Trust or enforce any of the covenants hereof.

d. Beneficiary may elect to cause the Trust Property or any part thereof to be sold under the power of sale, and in such event, Beneficiary or Trustee shall give such notice of default and notice of sale as may be then required by applicable law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by applicable law, Trustee, at the time and place specified by the notice of sale, shall sell such Trust Property, or any part thereof specified by Beneficiary, at public auction to the highest bidder for cash in lawful money of the United States of America. Beneficiary may bid at the sale. Upon receipt of payment of the price bid, Trustee shall apply the proceeds in the following order: (i) to the cost and expenses of exercising the power of sale and of the sale, including but not limited to, reasonable trustee's fees permitted by applicable law, and reasonable attorney's fees, (ii) to the Indebtedness, and (iii) the excess, if any, to the person or persons legally entitled thereto.

e. Beneficiary shall have and may exercise with respect to all such of the Trust Property as is personal property, all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the state of Nebraska. If notice to Trustor of intended disposition of such property is required by applicable law in a particular instance, such notice shall be deemed commercially reasonable if given to Trustor in the manner specified in this Deed of Trust at least ten (10) calendar days prior to the date of intended disposition. The proceeds received by the Beneficiary or Trustee from the disposition of such property shall be applied in the manner set forth in subsection (d) above.

f. Exercise such other rights or remedies available at law or in equity.

All costs and expenses incurred by Beneficiary or Trustee in enforcing any right under this Deed of Trust, including without limitation, abstract or title fees, appraisal fees, premiums for title insurance, attorney fees and court costs, shall be and constitute Indebtedness secured hereby.

Section 20. Waiver of Marshalling. Trustor and any party who consents to this Deed of Trust, and any party who now or hereafter acquires a lien on the Trust Property and who has actual or constructive notice of this Deed of Trust hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

Section 21. Remedies Not Exclusive. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or the other Bond Documents or afforded by law or equity, and may be exercised concurrently, independently or successively. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any Indebtedness and to exercise all rights and powers under this Deed of Trust or under any of the other Bond Documents or any applicable laws now or hereafter in force; notwithstanding, some or all of the Indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Deed of Trust and the other Bond Documents to Trustee or Beneficiary or to which either of them may be otherwise

entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary, and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against Trustor to the extent such action is permitted by applicable law.

Section 22. Request For Notice. Trustor and all other parties set forth herein hereby request a copy of any notice of default and a copy of any notice of sale hereunder be mailed to them at the address set forth in the first paragraph of this Deed of Trust.

Section 23. Time of the Essence. Time is of the essence in all of Trustor's obligations and duties hereunder.

Section 24. Reconveyance by Trustee. All of the terms, conditions, and obligations contained in this Deed of Trust shall continue in full force and effect until such time as the Indebtedness has been fully and finally paid and performed, at which time this Deed of Trust shall be void, and Beneficiary, upon written request of Trustor, shall thereafter request Trustee to reconvey the Trust Property and surrender this Deed of Trust. Trustee shall reconvey the Trust Property without warranty and without charge to the person or persons legally entitled thereto. Trustor shall pay all costs of recordation, if any.

Section 25. Notices. Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust shall be given by delivery to Trustor in person or any one of its officers or by mailing such notice by certified mail, return receipt requested, addressed to Trustor at its mailing address set forth above or at such other address as Trustor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary or Trustee shall be given by certified mail, return receipt requested, to Beneficiary's and Trustee's mailing address stated herein or to such other address as Beneficiary or Trustee may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Trustor, Beneficiary or Trustee when given in the manner designated herein. No notice shall be filed by Trustor and, if filed, be effective against Trustee and Beneficiary with respect to any aspect of this Deed of Trust unless such notice shall have been given first to Trustee and Beneficiary as provided in this Section.

Section 26. Acceptance by Trustee. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by applicable law. Trustee shall not be liable for any error of judgment or act done by Trustee or be otherwise responsible or accountable under any circumstances whatsoever. Trustee shall not be personally liable in case of entry by it or anyone acting by virtue of the powers herein granted it upon the Deed of Trust for debts contracted or liability or damages incurred in the management or operation of the Trust Property. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder or believed by it in good faith to be genuine. Trustee shall be entitled to reimbursement for expenses incurred by it in the performance of its duties hereunder and to reasonable compensation for such of its services hereunder as shall be rendered. Trustor will, from time to time, pay compensation due Trustee hereunder and reimburse Trustee for and save and hold it harmless from and against any and all loss, cost, liability, damage and expense whatsoever incurred by it in the performance of its duties hereunder.

All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by applicable law) and Trustee shall be under no liability for interest on any moneys received by it hereunder.

Section 27. Governing Law; Severability. This Deed of Trust shall be governed by the laws of the state of Nebraska except to the extent of applicable federal law. If any term of this Deed of Trust or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Deed of Trust, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by applicable law.

Section 28. Modifications. This Deed of Trust may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

[Reminder of page intentionally left blank]

IN WITNESS WHEREOF, this Deed of Trust has been duly executed the day and year first above written.

TRUSTOR:

CLARK JEARY HOME CORPORATION OF LINCOLN, a Nebraska not-for-profit corporation

By: [Signature]
Name: Scott Haverter
Its: President

By: [Signature]
Name: Dr. Jeff Freeman
Its: Treasurer

STATE OF NE)
COUNTY OF Lancaster) ss.

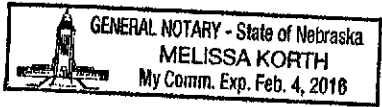
On this 4 day of Feb, 2014, before me, a notary public in and for said county, personally came Scott Haverter and Jeff Freeman, the President and Treasurer, respectively, of Clark Jeary Home Corporation of Lincoln, a Nebraska not-for-profit corporation, known to me to be the identical persons who signed the foregoing Deed of Trust and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said company.

WITNESS my hand and notarial seal on this the day and year last above written.

(SEAL)

[Signature]
Notary Public

My commission expires:



1
PILAHESO11

EXHIBIT A

LEGAL DESCRIPTION

Lot One (1), Block One (1), Pine Lake Heights South 11th Addition, Lincoln, Lancaster County, Nebraska

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Transmission Line Easement Right-of-Way contained in Report of Appraisers, dated September 28, 1993, recorded October 14, 1993 as Inst. No. 93-46559; records of Lancaster County, Nebraska.
2. Permanent Easement granted to Lancaster County, Nebraska, dated April 28, 1994, recorded June 13, 1994 as Inst. No. 94-27499; records of Lancaster County, Nebraska.
3. Memorandum of the Conditional Annexation and Zoning Agreement for Yankee Hill Road Vicinity, recorded March 17, 1999 as Inst. No. 99-15352; amended by Memorandum of the Amendment to the Conditional Annexation and Zoning Agreement for Yankee Hill Road Vicinity, recorded October 31, 2000 as Inst. No. 2000-50588; records of Lancaster County, Nebraska.
4. Resolution No. PC-00763 approving the Plat of Pine Lake Heights South 4th Addition, recorded October 16, 2002 as Inst. No. 2002-70864; records of Lancaster County, Nebraska.
5. Easements and restrictions reserved in the Final Plat and Dedication of Pine Lake Heights South 4th Addition, recorded October 16, 2002 as Inst. No. 2002-70865; records of Lancaster County, Nebraska.
6. Resolution No. PC-00854, Special Permit No. 04013, recorded May 12, 2004 as Inst. No. 2004-30235; and recorded October 6, 2004 as Inst. No. 2004-65986; records of Lancaster County, Nebraska.
7. Easements and conditions contained in the Final Plat and Dedication of Pine Lake Heights South 11th Addition, recorded March 21, 2005 as Inst. No. 2005-14827; records of Lancaster County, Nebraska.
8. Agreement approving the Plat of Pine Lake Heights South 11th Addition, recorded March 21, 2005 as Inst. No. 2005-14828; records of Lancaster County, Nebraska.
9. Cable Television Installation and Service Agreement with Time Warner Cable - Nebraska Division, a division of Time Warner Entertainment/Advance Newhouse, recorded December 22, 2005 as Inst. No. 2005074975; records of Lancaster County, Nebraska.
10. Resolution No. PC-01359, Special Permit No. 04013A, recorded October 18, 2013 as Inst. No. 2013054148; records of Lancaster County, Nebraska.