

THIS INDENTURE WITNESSETH, That the grantor C/P Realty Trust, a real estate investment Trust, of Marin County, State of California, for and in consideration of the sum of TWO HUNDRED THOUSAND DOLLARS in hand paid, the receipt whereof is hereby acknowledged, hereby sells, assigns, transfers, conveys, and warrant unto _____, a corporation incorporated under the laws of the State of _____, Trustee, and to its successors in trust hereinafter named, the following described real estate with the improvements thereunto belonging, including everything appurtenant to said premises, situated in the County of Lancaster, in the State of Nebraska, to-wit: SEE ADDENDUM

Hereby releasing and waiving all rights under and by virtue of the the homestead exemption laws of the State of Nebraska

IN TRUST, Nevertheless, for the purpose of securing performance of the covenants and agreements following:

WHEREAS, the said GRANTOR has executed and delivered a principal promissory note with interest notes attached, bearing even date herewith payable to the order of U.S. COMMUNITIES, INC., and endorsed by Mr. Thomas A. Sartain, in and by which said principal note, the said Grantor promise s to pay to the legal holder or holders thereof, the aggregate sum of TWO HUNDRED THOUSAND DOLLARS, as follows: in accordance with the terms and conditions of said promissory note.

Both principal and interest notes bearing interest at the rate of 8% per cent per annum after maturity and shall be paid in Gold Coin of the United States of the present standard of fineness and weight, at the office of U.S. COMMUNITIES, INC., 125 North Market Street, Wichita, Kansas

THE GRANTOR, herein do es fully empower said Trustee, original or substituted, its or their successors or assigns, and it is hereby made their special duty at the request of the holder of the obligations secured hereby at any time made after default, as aforesaid, to take such steps as may be necessary for the collection of said debt, principal and interest.

AND IT IS HEREBY EXPRESSLY AGREED AND UNDERSTOOD that if at any time said interest notes or any of them shall be due and unpaid for the space of 30 days after the same should have been paid according to their terms, then and from thenceforth it shall be optional with the holder of the obligations secured hereby to consider the whole of said sum expressed in said principal note as immediately due and payable, altho the time expressed in the same for the payment thereof shall not have arrived, and in case of default or defaults, as above set forth, to cause said Trustee, original or substituted, its or their successors or assigns, to immediately enter into and upon all and singular the premises hereby granted, and without process of law to take possession of, or let said premises, and to sell and dispose of the same, or any part thereof, and all benefit and equity of redemption of the Grantor, herein at public auction for cash upon giving notice of the time and place of sale in the manner provided by law for the sale of real estate on execution, and to make, execute and deliver to the purchaser or purchasers thereof at such sale, all necessary conveyance or deeds for the purpose of vesting in such purchaser or purchasers the premises so sold in fee simple absolute, which shall vest the complete and unencumbered title of the said property, and be a bar against the Grantor, herein, heirs or assigns, and all persons claiming under them or any of them, of all right, interest or claim in or to said property, and all parts thereof, and out of the money arising from said sale to retain the principal and interest which shall then be due on said principal promissory note, and the amount of all interest notes due or earned up to the time of said sale, together with the costs and charges of said sale, including an attorney's fee of _____ per cent of the amount of said sale, and also the amount of all such payment of taxes, assessments, encumbrances or insurance, as may have been paid by said Trustee by reason of the permission hereinafter given, with the interest on the same hereinafter allowed, rendering the overplus of the money, if any there shall be, unto the said Grantor, heirs, executors, administrators or assigns.

And the said Grantor do hereby further covenant, promise and agree to pay and discharge at maturity all such taxes, liens or encumbrances now subsisting or hereafter to be laid or imposed upon such premises, or which are now or may hereafter be erected on said premises at the expense of said Grantor, and the sums so paid shall be repayable in the same kind of money or currency in which the same shall have been paid, and shall bear interest at the rate of _____ per cent per annum until paid, and shall be considered as secured by these presents, and be a lien upon the premises and shall be deducted from the proceeds of the sale thereof above mentioned, with interest as herein provided.

If the holder of the obligation secured hereby so elect, said Trustee may bring an action to foreclose this indenture as a mortgage, in which event it shall be entitled to include in the judgment and decree of foreclosure any money paid out or expended by it or the holder of the obligation secured hereby under the provisions hereinabove set out with interest thereon as above set out, and also a reasonable attorney's fee to be fixed and allowed by the Court and taxed and collected as other costs.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED that a deficiency in judgment may be obtained in either event in favor of the legal holder of said note secured hereby and against said Grantor should there not be sufficient money realized from the sale of said property to pay the amount due, together with the costs and charges and interest thereon as herein provided.

IT IS AGREED that to properly protect the legal holder of the indebtedness secured hereby, the identity of the principal note described therein shall be evidenced by the Trustee's certificate thereof and the Grantee herein shall not release this trust until the note so certified, together with all the interest notes described herein, is presented to it legally cancelled.

In the event of the permanent inability or incapacity of the Grantee, or of its refusal or failure to act, then _____ is hereby appointed to be the first successor in interest and shall exercise any and all of the powers hereby conferred, and his recital that such contingency has occurred shall be sufficient evidence thereof, and if for any like cause said first successor fail or refuse to act, _____ is hereby appointed to be the second successor in interest with like powers, and when all the aforesaid covenants and agreements are performed the Grantee or its qualified successor in trust shall release said premises to the party entitled, on receiving its reasonable charges.

WITNESS the hand and seal of the Grantor this 25 day of September

Witnessed by _____

Witnessed by _____

THOMAS A. SARTAIN, Trustee, C/P Realty Trust

ADDENDUM:

Lot 37 and Lot 36 (formerly Lot 2) and
Lot 20, Southeast Quarter of Section 10,
Township 10 North, Range 6 East of the
6th P.M., Lancaster County, Nebraska.

EXCEPTING AND RESERVING therefrom unto Grantor and its
successors and assigns all oil, gas, brea, asphaltum and
all hydrocarbons and kindered substances and minerals under
and in said land, but without right of surface entry
above a depth of one hundred feet.

LANCASTER COUNTY, NEB.
Kimberly L. Hargrave
REGISTER OF DEEDS

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FILED FOR RECORD AS:

INST. NO. 76.

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*U.S. Communitie
125 N. Market
Wichita, Kan*