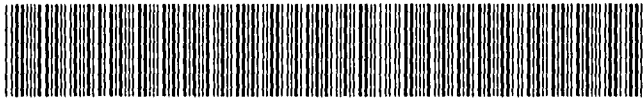


DEED 2011001051



JAN 04 2011 10:24 P 7

Doc 2

FEE 35.50 FB 60-13473 ME

BKP _____ C/D _____ COMP MB


DEL _____ SCAN _____ FV _____

Nebr Doc
Stamp Tax

1/4/11
Date

\$ Ex 2

By MDD

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 1/4/2011 10:24:05.05

 2011001051

SPECIAL WARRANTY DEED

NT-Conn 0843587

RETURN: NEBT3

ATTN: Loni

✓ 104499

\$35.50

Send Tax Statements to and
After Recording Return to:
Access Bank
210 North 78th Street
Omaha, Nebraska 68114

This Document Prepared by:
Michael B. Johnson, Esq.
MCCATHERN | MOOTY | HYDE | GRINKE, L.L.P.
3710 Rawlins, Suite 1600
Dallas, Texas 75219

SPECIAL WARRANTY DEED

**FEDERAL DEPOSIT INSURANCE CORPORATION,
AS RECEIVER OF TIERONE BANK
("Grantor")**

To

ACCESS BANK, a Nebraska corporation
("Grantee")

Effective Date: December ^{28th}2, 2010

Abbreviated Legal Description: A portion of Lot Seventy-One (71), Georgetowne Replat II, Omaha, Douglas County, Nebraska (as more fully described on Exhibit A, attached hereto and made apart hereof for all purposes).

Assessor's Property Tax Parcel: 4116 7150 11

SPECIAL WARRANTY DEED

STATE OF NEBRASKA §
 § KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF DOUGLAS §

Effective the 28th day of December, 2010, **FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF TIERONE BANK** ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration paid by **ACCESS BANK**, a Nebraska corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all that certain lot, tract or parcel of land situated in Douglas County, Nebraska, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

TOGETHER WITH, all and singular, the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests thereon or in anywise appertaining thereto and with all improvements located thereon (said land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to as the "Property").

For the same consideration recited above, Grantor hereby BARGAINS, SELLS and TRANSFERS, without warranty, express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Property.

This conveyance is made subject and subordinate to all easements, rights-of-way, encumbrances, exceptions, covenants, conditions, restrictions, encroachments, reservations, access limitations and all other matters filed of record as of the date hereof (collectively, the "Permitted Exceptions"), but only to the extent such Permitted Exceptions affect or relate to the Property, and without limitation or expansion of the scope of the special warranty herein contained.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, and Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, subject to the Permitted Exceptions, unto Grantee, and Grantee's

successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, but with full substitution and subrogation of Grantee in and to all covenants of warranty by parties other than Grantor heretofore given or made with respect to the rights, titles, and interests herein conveyed or any part thereof.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY, (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS, AND (iv) ACCESS. GRANTEE HAS MADE ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE. GRANTEE ACKNOWLEDGES THAT GRANTEE IS NOT RELYING ON ANY INFORMATION PROVIDED BY GRANTOR IN DETERMINING THE PROPERTY CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE SPECIFICALLY ASSUMES ALL RISK, COSTS AND LIABILITIES OF WHATEVER NATURE ARISING OUT OF THE CONDITION OF THE PROPERTY.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Property for calendar year 2010 and subsequent years, there having been a proper proration of ad valorem taxes for the current calendar year between Grantor and Grantee. Pursuant to 12 U.S.C. §1825(b)(3), the Federal Deposit Insurance Corporation is not liable for any penalties, fines, fees or court costs resulting from the failure of any person to pay any real property tax, personal property tax, probate or recording tax or any recording or filing fees when due.

The remainder of this page is left blank. The signature page(s) follow.

EXECUTED to be effective as of the date first set forth above.

GRANTOR:

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF TIERONE BANK

By: Robert M. Stone
Printed Name: Robert M. Stone
Title: Attorney in fact

STATE OF ILL §
COUNTY OF DaPage §

This instrument was ACKNOWLEDGED before me, on the 23rd day of December, 2010, by Robert M. Stone for FEDERAL DEPOSIT INSURANCE CORPORATION as Receiver of TierOne Bank, on behalf of said bank.

[S E A L]

My Commission Expires:
11/16/2014

Carole J. Miaso
Notary Public, State of Illinois
Carole J. Miaso
Printed Name of Notary Public



GRANTEE'S ADDRESS FOR TAX NOTICES:

Access Bank
210 North 78th Street
Omaha, Nebraska 68114

CONSENTED TO AND APPROVED BY:

ACCESS BANK, a Nebraska corporation

By: *Dana Henricksen*
Name: DANA HENRICKSEN
Title: SVP + CFO

STATE OF NEBRASKA §

COUNTY OF Douglas §

This instrument was ACKNOWLEDGED before me, on the 21st day of December, 2010, by Dana Henricksen, SVP + CFO of Access Bank, a Nebraska corporation, on behalf of said corporation.

[SEAL]

My Commission Expires:
11/27/11

Cheryl B. McCall
Notary Public, State of Nebraska
Cheryl B. McCall
Printed Name of Notary Public

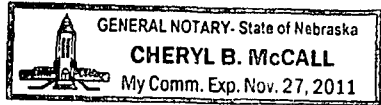


EXHIBIT "A"

PROPERTY DESCRIPTION

Lot Seventy-One (71), Georgetowne Replat II, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, EXCEPT that part of said Lot Seventy-One (71), described as follows: Beginning at the Northeast corner of said Lot Seventy-One (71); thence Southeasterly for 265.53 feet along the Easterly line to the Southeast corner of said Lot Seventy-One (71); thence Westerly for 120.00 feet along the South line of said Lot Seventy-One (71); thence Northwesterly for 265.53 feet parallel with the Easterly line of said Lot Seventy-One (71) to the North line of said Lot Seventy-One (71); thence Easterly for 120.00 feet along said North line to the point of beginning.

Assessor's Parcel Number: 4116 7150 11

EXHIBIT "A", Legal Description - Solo Page

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