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RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

**TRUST DEED  
AND  
SECURITY AGREEMENT**

This Trust Deed and Security Agreement made this 19<sup>th</sup> day of February, 1997, by and between the TRUSTOR, Duane J. Dowd, TRUSTEE, and Michael A. Huber, a single person (herein "Borrower"); the TRUSTEE, Security Mutual Life Insurance Company of Lincoln, Nebraska (herein "Trustee"), whose mailing address is 200 Centennial Mall North, P.O. Box 82248, Lincoln, Nebraska 68501-2248; and the BENEFICIARY, Security Mutual Life Insurance Company of Lincoln, Nebraska, 200 Centennial Mall North, P.O. Box 82248, Lincoln, Nebraska 68501-2248 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to TRUSTEE in trust, with the Power of Sale, the following described Property located in Douglas County, Nebraska:

Lot 1, DUNDEE PLACE REPLAT III, being an Administrative Subdivision of the West 21 feet of the North 96.5 feet of Lot 9, all Lots 10, 11 and 12, Block 95, Dundee Place, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska,

together with all buildings, fixtures (including, without limitation, engines, motors, boilers, machinery, heating apparatus, electrical equipment, air conditioning equipment, water and gas lines and accessories) and improvements now or hereafter erected thereon and all rights-of-way, easements, rents, issues, profits, income, tenements, hereditaments, privileges, appurtenances, royalties, and mineral, oil, gas and water rights thereunto belonging, used or enjoyed with said land or any part thereof, all a part of the Property covered by this Trust Deed; and all of the foregoing together with said Property, or the leasehold if this Trust Deed is on a leasehold, are herein referred to as the "Property" or "Trust Estate".

**FOR THE PURPOSE OF SECURING:**

- A. The payment of indebtedness in the total principal amount of Four Hundred Thousand Dollars (\$400,000.00), with interest thereon, as evidenced by that certain promissory note of even date (the Note) with a maturity of twelve (12) years, or sooner, and any and all modifications, extensions and renewals thereof or thereto.
- B. Payment of all other sums advanced by Lender to Borrower from time to time, and as security for the payment of any and all other indebtedness of the Borrower to the Lender which may arise, and advances made to protect the Trust Estate not to exceed two times the stated principal amount of the Note.

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TO PROTECT THE SECURITY OF THIS TRUST DEED, BORROWER AND LENDER FURTHER COVENANT AND AGREE:

1. Covenants. Borrower covenants that Borrower is lawfully seized of the Property hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered by a mortgage, trust deed, contract to purchase, or otherwise, except:

None.

Borrower covenants that there are no prior liens of any kind other than noted in this paragraph upon the Property. Borrower further covenants to warrant and defend the title to the Property against all claims and demands. Borrower covenants that Borrower will keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Borrower shall keep and maintain the Property and conduct construction on the Property in compliance with all governmental laws, ordinances and regulatory requirements including, but not limited to, zoning regulations, building codes, environmental laws and the provisions of the Americans with Disabilities Act (ADA), all as now in existence or as hereafter amended or enacted.

2. Payment of Indebtedness. Borrower shall pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, along with any prepayment or late charges, together with any other sums that may be due under this Trust Deed. Unless applicable law provides otherwise, all payments received by Lender will be applied as follows: (1) reasonable costs and expenses, including TRUSTEE fees, incurred in exercising the power of sale; (2) payment of taxes; (3) payment of insurance premiums, including mortgage insurance; (4) interest payable on the note; (5) principal of the note; and (6) interest and principal on any future advances or other indebtedness secured hereby.

3. Escrow for Taxes, Premiums, Assessments. At Lender's request, for the purpose of providing a fund for the payment of taxes, special assessments and insurance premiums, Borrower shall deposit with Lender, on the dates that monthly payments are due on the Note, an amount equal to one-twelfth of the taxes, assessments, ground rents on the Property, and hazard and mortgage insurance premiums next due (all as estimated by the Lender). Said funds will be held by the Lender in a non-interest bearing account for the purposes set forth above. If the amounts of these deposits are not sufficient to pay taxes, assessments and insurance premiums as they become due, then Borrower shall, upon request, pay Lender the amount necessary to make up the deficiency.

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Trust Deed, and leasehold payments or ground rents, if any, in the manner provided under Paragraph 3 hereof, or, if not paid in such manner, by Borrower making payment when due, directly to the payee thereof, Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower should make payments directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge or release any lien which has priority over this Trust Deed.

5. Insurance.

A. Borrower shall keep the Property insured with an all risk policy (including builder's risk coverage during any construction) insuring against loss or damage by fire with extended casualty coverage and against any

other risks or hazards, including liability, which in the reasonable opinion of Lender, should be insured against, in amounts and with a company or companies and in such form and with such endorsements as may be reasonably approved or required by Lender, including if applicable, boiler explosion coverage and sprinkler leakage coverage, with loss payable to Lender. In no case shall the amount of the insurance be less than the unpaid balance of the Note or the replacement cost of the Property, whichever is greater. Borrower shall also carry insurance against flood if required by the Federal Flood Disaster Protection Act of 1973 and regulations issued thereunder. All of such insurance to be in such form, and issued by such companies with an A M Best's rating of A and a financial category rating of VIII, as shall have been approved by Lender, such policy or policies to contain standard mortgagee's and loss payable clauses in Lender's favor. In the event that such insurance company should be a Lloyd's of London affiliate, a guaranty bond in the Lender's favor must also be provided.

In the event of a loss, any insurance proceeds payable by reason of such loss shall be held in escrow by Lender to be applied at Lender's option, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such a manner as Lender may elect, or Lender may permit Borrower to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy in which case Borrower agrees to repair and rebuild said premises without undue delay, holding Lender harmless from any claims or liens, and Lender agrees to disburse said proceeds to Borrower upon receipt of an architect's written certification that such repair or replacement has been completed.

In case a partial destruction, insurance proceeds will be made available for repair or restoration of the Property, provided:

- 1) such destruction occurs at least one year prior to maturity of this loan, and
- 2) the amount of insurance proceeds in question does not exceed 80% of the remaining balance of the loan, and
- 3) the Borrower provides a certificate (with appropriate backup by an acceptable contractor) that such repair and restoration can be completed within one year, and
- 4) the loan is not in default and has not had a history of previous defaults, delinquencies or other loan servicing problems, and
- 5) the destruction does not (significantly) impair the Property's income-producing potential.

If insurance proceeds are released for repair and restoration, Borrower shall provide Lender a construction contract for such work, setting forth the cost thereof. Upon receipt of architect's progress certificates, insurance proceeds shall be disbursed on a monthly basis with Lender always retaining sufficient funds to complete the project.

- B. Borrower shall at all times maintain business interruption or loss of rental income insurance in an amount equal to at least twelve (12) months aggregate gross scheduled rents from the subject Property. Insurer must be acceptable to Lender.
- C. Borrower shall at all times maintain comprehensive liability insurance in such amounts, in such forms, and issued by such companies as may have been approved by Lender in writing to protect Lender against any liability incident to the use of or resulting from any accident occurring in or about the Project.
- D. All hazard, flood and rent loss or business interruption insurance policies shall provide that all proceeds shall be payable to Lender under a standard noncontributory mortgagee clause in favor of and in form acceptable to Lender, that the policies may not be canceled, modified, or not renewed except upon the giving of at least thirty (30) days prior written notice to Lender, and shall also provide that any losses shall be payable notwithstanding (i) any act, failure to act or negligence contained in such policy by any named insured, (ii) the occupation or use of the Property for purposes more hazardous than permitted by the terms thereof, (iii) any foreclosure or other action or proceeding taken by Lender or foreclosure pursuant to any provision of this Trust Deed, or (iv) any change in title or ownership of the Property and the policies shall otherwise be in such form and substance as shall be acceptable to Lender.
- E. All of the above mentioned insurance policies or binder of such insurance satisfactory to Lender together with receipts for payment of premiums thereon, shall be delivered to and held by Lender, which delivery shall constitute assignment to Lender of all return premiums to be held as additional security hereunder. All renewal and replacement policies shall be delivered to Lender at least thirty (30) days before the expiration of the expiring policies. Lender shall not by the fact of approving, disapproving, accepting, preventing, obtaining or failing to obtain any insurance, incur any liability for or with respect to the amount of insurance carried, the form of legal sufficiency of insurance contracts, solvency of insurance companies, or payment or defense of lawsuits, and Borrower hereby expressly assumes full responsibility therefor and all liability, if any, with respect thereto.

6. Actions Affecting Trust Estate. Borrower shall appear and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Lender 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 Lender or TRUSTEE may appear. If Borrower fails to:

- A. Maintain or pay the premiums for the required insurance on the Property; or
- B. Pay taxes and assessments before delinquency; or
- C. Pay any amount due under a ground lease, prior mortgage, trust deed or lien before delinquency; or
- D. Maintain the Property in good repair; or
- E. Perform any of the covenants or agreements of this Trust Deed,

then the Lender, without obligation so to do and without notice to or demand upon Borrower and without releasing Borrower from any obligation, may make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof. If any action or proceedings is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearance, disburse such sums and take such action as is necessary to protect Lender's interests, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Borrower shall, immediately upon demand therefor by Lender, pay all costs and expenses incurred by Lender in connection with the exercise by Lender of the foregoing rights. Any amount disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower secured by this Trust Deed. Any such costs and expenses not paid within ten (10) days of written demand shall draw interest at the default rate provided in the Note. Nothing contained in this paragraph shall require Lender to incur any expenses or take any action hereunder.

7. Eminent Domain.

- A. If all or a portion of the Property is taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner including deed in lieu of condemnation ("Condemnation"), or should Borrower receive any notice or other information regarding such proceeding, Borrower shall give prompt written notice to Lender. The Lender shall be entitled to, at its option, to commence, appear in and prosecute in its own name any action or proceedings. Lender shall also be entitled to make any compromise or settlement in connection with such taking or damage.
- B. 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 to the sums secured by this Trust Deed.
- C. In the event the Property or any part thereof be condemned under the power of eminent domain or acquired for public use, the damages awarded, the proceeds for the taking of, or the consideration for such acquisition, to the extent of the full amount remaining unpaid indebtedness secured hereunder, will be assigned to Lender and be applied on account of the last maturing installments of such indebtedness.

In case of a partial condemnation, awards or judgments from such condemnation will be made available for repair and restoration of the Property provided:

- 1) such condemnation occurs at least one year prior to the maturity of this loan, and
- 2) the amount of the condemnation proceeds in question does not exceed 80% of the remaining balance of the loan, and
- 3) the Borrower provides a certificate (with appropriate backup by acceptable contractor) that such repair and restoration can be completed within one year, and

- 4) the loan is not in default and has not had a history of previous defaults, delinquencies or other loan servicing problems, and
- 5) the condemnation does not reduce the appraised value of the restored Property to less than 133% of the remaining principal balance, and
- 6) the condemnation does not (significantly) impair the Property's income-producing potential.

If condemnation proceeds are released for repair and restoration, Borrower shall provide Lender a construction contract for such work, setting forth the cost thereof. Upon architect's progress certificates, condemnation proceeds shall be disbursed on a monthly basis with Lender always retaining sufficient funds to complete the project.

8. Additional Costs. If Lender, either voluntarily or involuntarily, becomes a party to any suit or legal proceeding relating to the Property, Note or this Trust Deed, then Borrower will reimburse the Lender for all costs and reasonable attorney's fees incurred by the Lender relating to such suit or legal proceedings and said sums shall constitute additional indebtedness secured by this Trust Deed and bear interest at the rate payable under the Note until paid.

9. Leaseholds, Condominiums; Planned Unit Developments. Borrower shall comply with the provisions of any lease if this Trust Deed is on a leasehold. If this Trust Deed is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the By-Laws and regulations of the condominium or planned unit development and constituted documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Trust Deed, the covenants and agreements of such riders shall be incorporated into and shall amend and supplement the covenants and agreements of this Trust Deed as if the rider were a part hereof.

10. Inspections. Lender, or its agents, representatives or workmen, are authorized to enter at any reasonable time the Trust Estate for the purpose of inspecting or for the purpose of performing any of the acts it is authorized to perform under the terms of the Note and Trust Deed.

11. Borrower Not Released. Extension of the time for payment or modification of amortization of sums secured by this Trust Deed granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor refuse to extend time for payment or otherwise modify amortization of the sums secured by this Trust Deed by reason of any demand made by the original Borrower and Borrower's successor in interest.

12. 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 any insurance or the payment of taxes or other liens or charges by the Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Trust Deed.

13. Hazardous Materials. Borrower shall keep the Property in compliance with all applicable laws, ordinances and regulations relating to industrial hygiene or environmental

protection (collectively referred to herein as "Environmental Laws"). Borrower shall keep the Property free from all substances deemed to be hazardous or toxic under any Environmental Laws (collectively referred herein as "Hazardous Materials"). Borrower hereby warrants and represents to Lender that there are no Hazardous Materials on or under the Property.

Borrower hereby agrees to indemnify and hold harmless Lender, its directors, officers, employees and agents, and any successors to Lender's interest, from and against any and all claims, damages, losses and liabilities arising in connection with the presence, use, disposal or transport of any Hazardous Materials on, under, from or about the Property including, but not limited to, any claims made pursuant to the Comprehensive Environmental Response Compensation and Liability Act (41 U.S.C. §9601 et seq., or any rules, regulations or guidelines promulgated thereunder) or any relevant State Law, and also including, but not limited to, all attorney's fees and costs of litigation associated therewith which are incurred for the inspection and removal of hazardous materials. THE FOREGOING WARRANTIES AND REPRESENTATIONS, AND BORROWER'S OBLIGATION PURSUANT TO THE FOREGOING INDEMNITY, SHALL SURVIVE RECONVEYANCE OF THIS TRUST DEED, THE EXERCISE OF THE POWER OF SALE OR OTHER FORECLOSURE PROCEEDINGS. Borrower shall at all times allow Lender open access to the Property for purposes of testing and inspecting for Hazardous Materials.

14. Financial Information. Borrower shall furnish to Lender: (i) within ninety (90) days after the end of Borrower's fiscal year and upon request by Lender, a statement of income and expense with respect to the Property, in form as may be required by Lender; (ii) upon request, statements of financial condition of Borrower together with a financial statement of each Guarantor, in form as may be required by Lender; (iii) upon request, a rent schedule of the Property, certified by the Borrower, showing the name of each tenant and space occupied, the rent and additional rent due and payable, the last date to which rent was paid and whether or not such tenant was then in default under the terms of the lease; and (iv) upon request, Borrower shall provide its most recent federal income tax return properly signed and dated. Lender and its designated agent shall have the right to inspect Borrower's books and records with respect to the Property and Project at all reasonable times.

15. Management Agreement. If the Property shall be operated under a management agreement, such management agreement shall be satisfactory in form and substance to Lender, with a property management company acceptable to lender. The management agreement shall be assigned to Lender as additional security. The management contract shall be terminable at Lender's option in the event of a default under this Trust Deed or the Note. The management company may be a wholly-owned subsidiary of the Borrower.

16. Transfer of Title. Borrower shall not deed, sell by land contract or otherwise transfer, convey or alienate all or any part of the Property or any interest therein. Should Borrower have knowledge, either actual or constructive, of any sale, escrow for sale, contract for sale, conveyance, assignment or transfer of the Property or any part thereof, Borrower must immediately, upon obtaining such knowledge, notify the Lender of the same. Notwithstanding the foregoing, Borrower may exercise a one-time right to sell the Property subject to the following conditions: (i) the Borrower shall provide Lender with at least sixty (60) days advance written notice of the sale; (ii) Lender shall be furnished all information requested by Lender as to, but not limited to, terms of the sale, financial and experience information including credit reports on the buyer, Lender shall, in its sole discretion, approve buyer as the new obligor; (iii) the purchaser must assume the Borrower's obligations with full personal liability; (iv) after the sale, there shall be no other

encumbrances other than the lien of the Lender; (v) any change in the management of the Property must meet with Lender's approval; and (vi) at the time Lender's approval is requested, Lender shall be paid an underwriting fee equal to 1.5% of the outstanding loan principal. Said fee shall be refunded to Borrower if approval is denied. Notwithstanding the foregoing, sale or transfer to family members or trust for estate planning purposes shall not be considered a sale for purposes of this paragraph.

17. Default. The following shall constitute an Event of Default under this Trust Deed:

- A. Failure to pay any installment of principal or interest or any other sum secured hereby when due.
- B. A breach of or default under any provision contained in the Note, this Trust Deed, any Security Agreement, Assignment of and Security Interest in Leases or Rents, or any other lien or encumbrance upon the Property,
- C. A judgment, writ of execution, attachment or any similar process or proceeding entered against TRUSTEE which shall become a lien on the Property or any portion thereof or interest therein.
- D. A mortgage, trust deed or other encumbrance or lien arises against the Property or any portion thereof or interest therein without Lender's prior written consent. Borrower is hereby given approval to place a second mortgage or trust deed on the Property in the principal amount of \$75,000.00, provided that the same is at all times subject junior and inferior to Lender's Trust Deed, Security Agreement and Assignment of and Security Interest in Leases or Rents. Any default on such second mortgage or trust deed shall constitute an event of default under this Trust Deed.
- E. There shall be filed by or against TRUSTEE or Borrower an action under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or there shall be appointed any trustee, receiver or liquidator of TRUSTEE or Borrower or of all or any party of the Property, or the rents, issues or profits thereof, or TRUSTEE or Borrower shall make any general assignment for the benefit of creditors.
- F. Abandonment of the Property.
- G. If all or any part of the Property or any interest therein is deeded, sold by land contract or otherwise transferred, conveyed, or alienated, either voluntarily or involuntarily, other than a transfer in compliance with the provisions of paragraph 16.
- H. Failure to provide Lender any of the financial information required under paragraph 14 hereof, within thirty (30) days of request for such financial information by Lender.

In the event of any Event of Default Lender may, without notice except as required by law, declare all indebtedness secured hereby to be due and payable in full and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Lender may:

- A. Request that TRUSTEE exercise the POWER OF SALE granted herein, and TRUSTEE shall thereafter cause TRUSTEE's interest in the Property to be sold and the proceeds to be distributed, all in the manner provided in the



Nebraska Trust Deeds Act;

- B. Exercise any and all rights provided for in any of the Security Documents or by law upon occurrence of any Event of Default; and
- C. Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof.

18. Foreclosures by Power of Sale. Lender may elect to sell by Power of Sale all or a portion of the Trust Estate if Borrower defaults. If Lender elects to exercise the Power of Sale, Lender shall notify TRUSTEE and shall deposit with TRUSTEE this Trust Deed and the Note and such receipts and evidence of expenditures made and secured hereby as TRUSTEE may require.

- A. Upon receipt of such notice from lender, TRUSTEE shall cause to be recorded, published and delivered to Borrower such Notice of Default and Notice of Sale as then required by law and by this Trust Deed. TRUSTEE shall, without demand on TRUSTEE, after such time as may then be required by law, sell the Trust estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as TRUSTEE shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. TRUSTEE shall deliver to such purchaser a TRUSTEE's Deed conveying the Property sold, but without any covenant or warranty, express or implied.
- B. TRUSTEE shall apply the proceeds of the TRUSTEE's sale to the following items in the following order: (1) to the costs and expenses of exercising the power of sale and of the sale including the payment of the TRUSTEE's fees, attorney fees, costs of title evidence or insurance, appraisal fees, publication fees, recording fees, advertisement costs and the fees and expenses of any auctioneer engaged to assist in the sale, (2) to all sums secured by this Trust Deed, including principal and interest on the Note, (3) to the payment of junior trust deeds, mortgages or other lien holders, and (4) the excess, if any, to the person or persons legally entitled thereto.
- C. TRUSTEE may, in the manner provided by law, postpone sale of all or any portion of the Trust Estate.
- D. The deed shall operate to convey to the purchaser, without right of redemption, all right, title, interest and claim of the TRUSTEE, the Borrower, and the Borrower's successors in interest and all persons claiming by, through or under them in and to the property sold, including all right, title, interest and claim in and to the Property acquired by the TRUSTEE or TRUSTEE's successors in interest subsequent to the execution of the Trust Deed and including all right, title, interest and claim in the Property acquired by any person subsequent to the execution of this Trust Deed by reason of a deed, mortgage, trust deed, construction lien, tax lien, judgment, lease, option, land contract, purchase contract or otherwise.

19. Remedies Not Exclusive. TRUSTEE and Lender, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured and to exercise all rights and powers under this Trust Deed or under any loan instrument or other agreement or any laws now or hereafter in force,

notwithstanding some or all of such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, trust deed, pledge, lien, assignment or otherwise. Neither the acceptance of this Trust Deed 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 Lender's right to realize upon or enforce any other security now or hereafter held by TRUSTEE or Lender, it being agreed that TRUSTEE and Lender, and each of them, shall be entitled to enforce this Trust Deed and any other security now or hereafter held by Lender 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 Lender 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 equity or by statute. Every power or remedy by any of the Loan Instruments to TRUSTEE or Lender 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 Lender and either of them may pursue inconsistent remedies. Nothing shall be construed as prohibiting Lender from seeking a deficiency judgment against the TRUSTEE. If Borrower has given Lender a chattel mortgage, or security agreement on personal property and additional security for the debt secured hereby, in the event of default hereunder or thereunder, Lender shall have the right and option to first foreclose on said personal property, without prejudice to its right to thereafter sell or foreclose the Property or to pursue all security at the same time or to pursue the personal property after the sale or foreclosure of the Property.

20. Prohibitions. Without the prior written consent of TRUSTEE, Borrower shall not, directly or indirectly, with respect to any lease of space in the described premises, whether such lease is now or hereafter in existence: (a) accept or permit any prepayment, discount or advance rent payable thereunder; (b) cancel or terminate the same or accept the cancellation, termination or surrender thereof, or permit any event to occur which would entitle the lessee thereunder to terminate or cancel same; (c) amend or modify the same so as to reduce the term thereof, the rental payable thereunder, or to change any renewal provisions therein contained; (d) waive any default thereunder or breach thereof; (e) give any consent, waiver or approval thereunder or take any other action in connection therewith, or with a lessee thereunder, which would have the effect of impairing the value of lessor's interest thereunder, or the Property subject thereto, or of impairing the position or interest of the TRUSTEE or Lender; or (f) sell, assign, pledge, mortgage or otherwise dispose of or encumber its interest in any such lease or any rents, issues or profits issuing or arising thereunder.

21. Notices. Whenever Lender, Borrower, TRUSTEE or TRUSTEE shall desire to give or serve any notice, demand, request or other demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Trust Deed. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

22. Request for Notice. Borrower hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to them at the following addresses:

Duane J. Dowd, Trustee  
8109 Hickory Street  
Omaha, Nebraska 68124

Michael A. Huber  
8424 West Center Road  
Omaha, Nebraska 68124

23. Governing Law. This Trust Deed shall be governed by the laws of the State of Nebraska. If any provisions or clause of the Note and Trust Deed are declared to be unconstitutional or illegal, it shall be deemed to be separate and severable from the rest of the provisions, and the intent is that the remaining portions of the document will remain in full force and effect. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

24. Interpretations. The provisions of this Trust Deed shall be in addition to and supplement the Nebraska Trust Deed Act. If in conflict with said Act, the Act controls. Wherever used herein, unless otherwise provided, the singular number shall include plural and references to gender shall include all genders. The headings of each paragraph are for conveniences of reference, and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of the paragraph. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

25. Successor and Assigns. This Trust Deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Lender" shall mean the owner and holder of the Note, whether or not named as Lender herein. All covenants and agreements of Borrower shall be joint and several.

26. Appointment of Successor TRUSTEE. Lender may, from time to time, by a written instrument 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.

27. Reconveyance by Trustee. Upon written request of the Lender stating that all sums secured hereby have been paid, and upon surrender of this Trust Deed and the Note to TRUSTEE for cancellation and retention upon payment by TRUSTEE of TRUSTEE's fees, TRUSTEE shall reconvey to Borrower, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of their truthfulness. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto". If the Lender issues a partial reconveyance of this Trust Deed, the proceeds received therefor shall be credited to the last maturing installments of the indebtedness secured hereby.

28. Personal Property, Security Agreement. As additional security for the payment of the Note, all fixtures, equipment, and other personal property used in connection with the real estate or improvements located thereon, and not otherwise declared or deemed to be a part of the real estate secured hereby, shall be subject to a security interest in favor of the Lender under the Nebraska Uniform Commercial Code. This instrument shall be construed as a Security Agreement under said Code, and the Lender shall have all the rights and remedies of a secured party under said Code in addition to the rights and remedies created under and accorded the Lender pursuant to this Trust Deed.

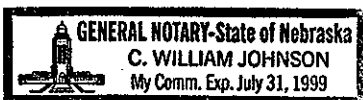
DATED this 19 day of February, 1997.

*Duane J. Dowd*  
Duane J. Dowd, Trustee

*Michael A. Huber*  
Michael A. Huber

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

The foregoing document was acknowledged before me by Duane J. Dowd, Trustee, on the 19 day of February, 1997.

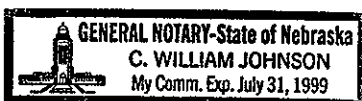


*C. William Johnson*  
Notary Public

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

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REGISTER OF DEEDS

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*C. William Johnson*  
Notary Public

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