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INSTRUMENT NUMBER
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Shawn J. James

REGISTER OF DEEDS

Counter *Rha*
Verify *[Signature]*
D.E. *[Signature]*
Proof *[Signature]*
Fee \$ 40.50
Ck Cash Chg
11466

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Please return to
Shaun M. James
Gross & Welch, P.C.
2120 South 72 Street, Suite 800
Omaha, NE 68124

DEED OF TRUST

THIS DEED OF TRUST, made this 25th day of September, 2002, by and among the following:

TRUSTOR: Phoenix Properties, LLC
1700 Farnam Street, Suite 2888
Omaha, Nebraska 68102-2002

TRUSTEE: Jerry Slusky
Gross & Welch, P.C.
2120 South 72nd Street, Suite 800
Omaha, Nebraska 68124

BENEFICIARY: Phoenix Brook Valley Re-Cap, LLC
1125 South 103rd Street
Omaha, Nebraska 68124

Trustor, in consideration of a certain Promissory Note ("Note") payable to Beneficiary in the principal sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00), the receipt and adequacy of which is hereby acknowledged, conveys to Trustee, in Trust, with power of sale, all of the real estate situated in Douglas County, Nebraska as described on the attached Exhibit "A" ("Described Premises"), together with all buildings, fixtures and improvements upon the Described Premises, whether now or hereafter existing, all rights-of-way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances belonging, used or enjoyed in connection with the Described Premises, or any part thereof (subject, however, to the right, power and authority of Trustor to collect and apply such rents, issues, profits and income as they become due and payable, so long as no default exists hereunder) and all proceeds of conversion, voluntary or involuntary, or any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards, all of which collectively is hereinafter referred to as the "Trust Property."

Trustor and Beneficiary covenant and agree as follows:

I. Payment of Note. Trustor shall promptly pay when due the principal of and interest on the Note on the dates and at the place and in the manner provided therein and shall punctually perform all agreements, conditions and provisions of any other security instrument given in connection with this transaction.

2. Priority of Lien. Trustor, at its expense, will maintain and preserve the lien of this Deed of Trust as a lien upon the Trust Property subordinate only to the current bank financing existing as of the date of this Deed of Trust on the public records of Douglas County, Nebraska, will cause this Deed of Trust, and each amendment or supplement thereto, to be filed and recorded as a mortgage of the Trust Property in such manner and in such place, and will take such other action as in the opinion of Trustee 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 from time to time amended or supplemented.

3. Assignment of Damages and Proceeds. If title to any part of Trust Property shall be taken in condemnation proceedings, by right of eminent domain or similar action, or shall be sold under threat of condemnation, all awards, damages and proceeds are hereby assigned and shall be paid to Trustee who shall apply such amount to the prepayment of the Note. Trustor will promptly, and with due diligence, repair, alter and restore the remaining part of the Trust Property to its former condition substantially to the extent that the same may be feasible and so as to constitute a complete and usable unit.

4. Insurance. Trustor, at its expense, shall maintain with insurers approved by Beneficiary insurance with respect to the improvements and personal property constituting the Trust Property against loss by fire, lightning, and other perils covered by standard coverage endorsement, in an amount equal to at least one hundred percent (100%) of the full replacement value thereof, and insurance against such other hazards and in such amount as is customarily carried by owners and operators of similar properties and as Beneficiary may require for its protection. Trustor will comply with such other requirements as Beneficiary may from time to time request for the protection by insurance of the interests of the respective parties. All insurance policies maintained pursuant to this Deed of Trust shall name Trustor, Trustee and Beneficiary as insureds, as their respective interests may appear, and provide there shall be no cancellation or modification without thirty (30) days prior written notification to Trustee and Beneficiary. In the event any policy hereunder is not renewed on or before thirty (30) days prior to its expiration date, Trustee or Beneficiary may procure such insurance, pay the premiums therefor, and such sums shall immediately become due and payable with interest at the rate of 15% per annum until paid and shall be secured by this Deed of Trust. All policies of insurance required by this Deed of Trust shall be delivered to and retained by Trustee. Failure of Trustor to furnish such insurance, or renewals as are required hereunder, or failure to pay any sums advanced hereunder shall, at the option of Beneficiary, constitute a default. All unearned premiums are hereby assigned to Trustee as additional security and a sale and conveyance of the Trust Property by the Trustee shall operate to convey to the purchaser the Trustor's interest in and to all policies of insurance upon the Trust Property.

5. Damage to or Destruction of Trust Property. In case of any damage to, or destruction of, the buildings, improvements or personal property constituting part of the Trust Property, whether such loss is covered by insurance or otherwise, Trustor, at its sole cost and expense, will properly restore, repair, replace and rebuild the same as nearly as practicable to its condition immediately prior to such damage or destruction or with such changes and alterations as Trustor may deem appropriate, provided such changes and alterations do not materially lessen the value and utility of such buildings, improvements and personal property from that existing immediately prior to such damage or destruction. Trustor shall be entitled to reimbursement from the Trustee to the extent of the net insurance proceeds received by Trustee, but only to the extent of the actual sum expended under this provision.

6. Waste. Trustor shall not commit any waste upon the Trust Property and shall, at all times, maintain the same in good operating order and condition and shall make, from time to time, all repairs, renewals, replacements, additions and improvements which are reasonably needful or desirable to such end. No building or improvement now or hereafter erected upon the Trust Property shall be altered, removed or demolished without the prior written consent of the Beneficiary.

7. Adverse Claims and Actions. If during the existence of this Trust there shall be threatened, commenced or pending any suit or action affecting any of the Trust Property, the title thereto or the priority of the lien of this Deed of Trust thereon, or if any adverse claim for or against the Trust Property, the title thereto or the priority of the lien of this Deed of Trust thereon, or if any adverse claim for or against the Trust Property, or any part thereof, be made or asserted, the Trustee, Beneficiary, or both, may appear or intervene in any such suit or action, retain counsel therein, and defend the same or otherwise take such action as they may deem advisable and settle or compromise the same or the adverse claim; and in that regard and for any of such purposes may pay and expend such sums of money as Trustee or Beneficiary may deem advisable, which sums shall be deemed to have been advanced hereunder and secured by this Deed of Trust.

8. Taxes. Trustor will pay all taxes, assessments and other public charges upon the Trust Property before the same by law become delinquent and when such taxes, assessments or public charges shall be levied upon the Note secured by this Deed of Trust, or upon the Trustee or Beneficiary, or upon their successors or assigns, on account of said debt the lien of this Deed of Trust (except income taxes) Trustor will pay such taxes, assessments or public charges prior to the time the same shall, by law, become delinquent.

9. Execution of Other Instruments. Trustor, at its expense, will execute and deliver to the Trustee, promptly upon demand, such security instruments as may be required by Trustee, in form and substance satisfactory to Trustee, covering any of the Trust Property conveyed by this Deed of Trust, which security instruments shall be additional security for Trustor's faithful performance of all the terms, covenants and conditions of this Deed of Trust, the Note secured hereby, and any other security instrument instruments executed in connection with this transaction. Such instruments shall be recorded or fled, and rerecorded and refiled, at Trustor's expense.

10. Interest. All payments made under the provisions of this Deed of Trust, of the Note secured hereby, which may be construed as interest, shall not, in the aggregate over the term hereof, exceed the rate that may be lawfully contracted in writing in the State of Nebraska.

11. Duties and Obligations of Trustee. Trustor agrees that: (a) the duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust and the 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, if it shall have grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; (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 the respect of any action taken or suffered by it hereunder in good faith and in reliance thereon; (d) Trustee

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

12. Breach of Covenant or Agreement by Trustor. Upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust or in the Note secured by this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust or upon any change in ownership by sale or otherwise or by a lease with option to buy, Trustee, at Trustee's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand or notice and may increase the rate of interest on such sums to the rate of 15% per annum or to the highest rate permitted by law for such Trustor, and may invoke the power of sale conferred herein upon the Trustee and any other remedies permitted at law or in equity to recover all such sums with interest thereon. Trustee shall be entitled to collect in any such proceeding, in addition to the foregoing sums, all fines and all expenses and costs incurred in pursuing such remedies, including, but not limited to, costs of documentary evidence, abstracts, title reports, Trustee's fees and attorney's fees.

13. Default. In the event of any default hereunder, under the Note, or under any other security instrument given in connection with this transaction, Trustee shall be entitled, at any time, at its option, and without regard to the value of the security or the solvency or insolvency of Trustor, to enter upon and take possession of the Trust Property, or any part thereof, and to do and perform such acts as may be necessary or proper to repair, protect and to conserve the value thereof, and to rent or lease the same, or any part thereof, upon such rental terms and conditions as its judgment may dictate, and to collect and receive the rents, issues and profits thereof, which said rents, issues and profits present and future, are hereby assigned to the Trustee as further security, which assignment Trustee agrees not to enforce so long as no default has occurred.

14. Payment of Fees and Expenses. Trustor expressly covenants and agrees to pay and discharge all costs, fees and expenses of this Trust, including, in the event of sale by the Trustee of the Trust Property, the Trustee's costs, expenses and fees.

15. Amounts Paid or Expensed in Curing Default. Trustor will pay to Trustee and to the Beneficiary, respectively, upon demand, the amounts of all sums of money which either shall have been paid or expensed in curing any default of Trustor under this Deed of Trust, together with interest upon each of said amounts, until paid, from the time of expenditures thereof, at the rate of 15% per annum. All of said sums shall be due and payable, together with interest aforesaid, immediately upon the advancement thereof. Neither Trustee nor Beneficiary shall be under any obligation, however, to cure any default of Trustor.

16. Reconveyance of Trust Property. In case Trustor shall well and truly perform its obligations under this Deed of Trust, and pay or cause to be paid the debt evidenced by the Note and all other moneys agreed to be paid by it under the terms, provisions and conditions of any other security instrument given in connection with this transaction, and also the reasonable expenses of the Trust herein provided, then the Trustee, its successors or assigns, shall reconvey to Trustor all of the Trust Property conveyed to Trustee by the Trustor. Any part of the Trust Property may be reconveyed at any time to the Trustor at the request of the Beneficiary without affecting the validity and priority of the lien of this Deed of Trust upon the remainder of the Trust Property.

17. Severability. In the event that any one or more of the provisions contained in this Deed of Trust, or of the Note or any other security instrument given in connection with this

transaction shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Beneficiary, not affect any other provision of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein or therein.

18. Meaning. Whenever used herein, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term, "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise.

19. Foreclosure By Power of Sale. Should Beneficiary elect to foreclose by exercise of the Power of Sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust 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 Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as 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 as Trustee shall deem expedient, and in such order as 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 or purchasers thereof its good and sufficient deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee and Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) As may be permitted by law, after deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at 15% per annum, (ii) all other sums then secured hereby and (iii) the remainder, 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.

20. Subordination. In accepting this Deed of Trust, Trustee and Beneficiary agree to subordinate the lien imposed by this Deed of Trust to any bona fide mortgage or deed of trust which may be imposed upon the Described Premises or Trust Property by any financing necessary for the purpose of developing the Described Premises or any part thereof or the Trust Property. Although no instrument or act on the part of the Beneficiary or the Trustee shall be necessary to effectuate such subordination, the Beneficiary and Trustee will nevertheless execute such further instruments of subordination as Trustor may find necessary or desirable.

21. Trustor expressly understands and agrees that nothing contained in this instrument shall in any manner constitute or be deemed to be a release or impairment of the indebtedness evidenced by the Note or an impairment of the lien of this Deed of Trust instrument or any other liens, assignments, rights or security interests securing the Note or shall otherwise affect or impair the enforceability of this Deed of Trust or the Note except to the extent

expressly provided above. Furthermore, nothing in this instrument shall preclude Trustor from foreclosing under this Deed of Trust, from proceeding against any and all security held by Beneficiary, or from enforcing any and all of Beneficiary's rights and remedies at law or in equity, including, without limitation, the right to have a receiver appointed in case of a default under this Deed of Trust or the Note, or from pursuing an action at law and obtaining judgment against Beneficiary to the extent authorized in this Deed of Trust or the Note. Notwithstanding the foregoing provisions, Beneficiary shall be liable to Trustor for (i) all accounts receivable from the Property, including such rents, issues and profits that accrue from and after the date of the occurrence of any default as provided in (a) above, notwithstanding any delay on the part of Trustor in obtaining possession or title, by foreclosure, receivership or otherwise, to the Property and (ii) all damages, advances, losses or payments (including without limitation, reasonable attorneys' fees) incurred, made, or suffered by Trustor and for all funds received, retained or obtained by or for the benefit of Beneficiary as a result of or in connection with the conversion, assignment, misapplication or disposal of any insurance rights or proceeds or any rights, awards or other sums resulting from condemnation or eminent domain or threat of exercise of the power of condemnation or eminent domain with respect to the real or personal property encumbered by this Deed of Trust. Beneficiary's liability to Trustor herein shall survive foreclosure, deed in lieu of foreclosure and payoff or discharge of this Deed of Trust or the Note.

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

Accepted:

PHOENIX BROOK VALLEY RE-CAP, LLC
BENEFICIARY:

Thomas G. Kotz

PHOENIX PROPERTIES, LLC
TRUSTOR:

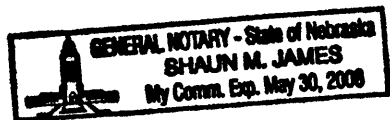
RCS & SONS, INC.
CEO

JERRY M. SLUSKY, ESQ.
TRUSTEE:

Jerry M. Slusky

STATE OF NEBRASKA)
) ss.
DOUGLAS COUNTY)

The foregoing instrument was acknowledged before me this 25th day of September, 2002, by Robert C. Schropp, president of RCS & Sons, Inc., manager member of Phoenix Properties, LLC, Trustor.

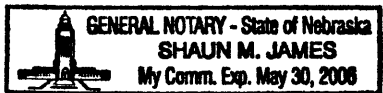


Shaun James
Notary Public

2007-38082F

STATE OF NEBRASKA)
) ss.
DOUGLAS COUNTY)

The foregoing instrument was acknowledged before me this 25th day of September, 2002, by Thomas Hotz, sole member of Phoenix Brook Valley Management, LLC, manager member of Phoenix Brook Valley Re-Cap, LLC, Beneficiary.

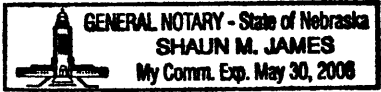


Shaun James

Notary Public

STATE OF NEBRASKA)
) ss.
DOUGLAS COUNTY)

The foregoing instrument was acknowledged before me this The foregoing instrument was acknowledged before me this 25th day of September, 2002, by Jerry M. Slusky, Trustee.



Shaun James

Notary Public

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EXHIBIT "A"

The South 405 feet of Lot 24, Brook Valley Business Park, a subdivision in Sarpy County, Nebraska, a/k/a Lot 24A, Brook Valley Business Park, a subdivision in Sarpy County, Nebraska.