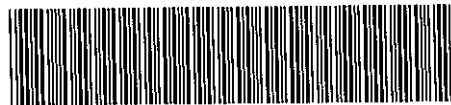


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RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT**

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT, made and entered into as of November 3, 1998 by and among: ROLAND F. WAITE, a single person ("Borrower"), with an address at 9820 Nottingham Drive, Omaha, Nebraska 68114, as trustor; COMMONWEALTH LAND TITLE INSURANCE COMPANY ("Trustee"), with an address at % Spence Title Services, Inc., 1905 Harney Street, Suite 210, Omaha, Nebraska 68102, as trustee; and BUSINESS MEN'S ASSURANCE COMPANY OF AMERICA, a Missouri corporation ("Lender"), with an address at % Daisley Ruff Financial, 440 Regency Parkway, Suite 200, Omaha, Nebraska 68114, as beneficiary (hereinafter, this "Mortgage").

WITNESSETH, THAT in consideration of Lender's agreement to make a loan to Borrower in the original principal amount of \$1,090,000.00 (the "Loan") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby warrants, represents, covenants and agrees as follows:

ARTICLE 1.
Granting Clauses

Section 1.01. Grant of Real Estate Security. Borrower hereby irrevocably grants, bargains, sells, mortgages, warrants, transfers, conveys, assigns, sets over and pledges to Trustee, IN TRUST FOR THE BENEFIT OF LENDER, WITH POWER OF SALE, all of the following described property (the "Mortgaged Estate"):

(a) The real property located in the City of Omaha, County of Douglas, State of Nebraska, described on Exhibit A, attached hereto and incorporated herein, and all and singular the tenements, hereditaments and appurtenances thereto, together with all right, title and interest of Borrower in all easements, rights-of-way, gores or strips of land, surface waters, ground waters, watercourses, mineral interests and subsurface rights, alleys, streets and sidewalks, whether now owned or hereafter acquired, either in law or in equity, adjacent or appurtenant to or adjoining such real property (the "Land");

(b) Any and all buildings and improvements now or hereafter erected or located on the Land, including all fixtures, attachments, appliances, equipment, machinery and other articles attached to such buildings and improvements (the "Improvements");

(c) All right, title and interest of Borrower in and to all tangible personal property now owned or hereafter acquired by Borrower and now or at any time hereafter located on the Land or within the Improvements and used in connection therewith, including all building materials stored on the Land,

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all machinery, motors, elevators, fittings, radiators, awnings, shades, screens, all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment, all furniture, furnishings, equipment and other personal property owned by Borrower and used in connection with the operation of the Mortgaged Estate, and all renewals and replacements thereof (excluding any such property owned by a tenant of the Mortgaged Estate) (the "Personal Property"), all of which property shall, so far as permitted by law, be deemed to form a part and parcel of the real property and for the purpose of this Mortgage to be real estate and covered by this Mortgage;

(d) All of Borrower's interest in all existing and future accounts, contract rights, general intangibles, files, books of account, agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, operation or management of the Mortgaged Estate, whether now existing or entered into or obtained after the date hereof, including the "Leases" and "Rents" (as defined herein);

(e) All agreements for use and occupancy of any part of the Mortgaged Estate, now existing or hereafter entered into, including any and all extensions or modifications thereto (the "Leases"), and all of the rents, royalties, security deposits, income, receipts, revenues and other sums now due or which may hereafter become due to Borrower under any Lease or arising from the use and enjoyment of any part of the Mortgaged Estate, and all rights and remedies which Borrower may have against any party under the Leases (the "Rents"); and

(f) All the estate, interest, right, title or other claim or demand with respect to the proceeds of insurance and any and all awards made for the taking of any part of the Mortgaged Estate by the power of eminent domain, or by any proceeding or purchase in lieu thereof.

TO HAVE AND TO HOLD the Mortgaged Estate unto Trustee and its substitutes, successors and assigns, for the benefit of Lender and its successors and assigns, forever.

Section 1.02. Grant of Security Interest. (a) With respect to any portion of the Mortgaged Estate which constitutes Personal Property, fixtures or other property or interests governed by the Uniform Commercial Code of the state in which the Mortgaged Estate is located (the "UCC"), this Mortgage shall constitute a security agreement between Borrower, as the debtor, and Lender, as the secured party, and Borrower hereby grants to Lender a security interest in such portion of the Mortgaged Estate. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Mortgaged Estate and is to be filed for record in the real estate records of each county where any part of the Mortgaged Estate (including said fixtures) is situated. This Mortgage covers minerals. This Mortgage shall also be effective as a financing statement covering any other premises and may be filed in any other appropriate filing or recording office. A carbon, photographic or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in this Section.

(b) Borrower agrees to execute and deliver to Lender all financing and continuation statements and other information which are from time to time required to establish and maintain the validity and priority of the security interests herein granted. Upon the occurrence of an "Event of Default" (as defined herein), Lender shall have all of the rights and remedies of a secured party available under the UCC with respect to the property encumbered by the security interests; provided, however, Lender may, at its option, dispose of such property in accordance with Lender's rights and remedies under this Mortgage, in lieu of proceeding under the UCC. Borrower hereby appoints Lender as its attorney-in-fact to execute, deliver and file any and all required financing statements, continuation statements and other instruments as Lender may require in order to perfect and maintain the security interests granted herein.

Section 1.03. Assignment of Leases and Rents. Borrower hereby assigns and transfers to Lender all of the Leases and Rents. The terms of such assignment are more specifically set forth in the separate Assignment of Leases and Rents dated as of the date hereof, executed by Borrower in favor of Lender and recorded simultaneously with this Mortgage, the terms of which Assignment of Leases and Rents are specifically incorporated herein by this reference.

Section 1.04. Secured Obligations. (a) This Mortgage shall secure the following indebtedness and obligations, including all replacements, renewals, amendments, extensions, substitutions and modifications thereof:

(1) Payment of all indebtedness and performance of all obligations and covenants of Borrower under or pursuant to (i) the Promissory Note dated as of the date hereof, executed by Borrower in favor of Lender in the aggregate principal amount of the Loan (the "Note"); (ii) this Mortgage; (iii) the Assignment of Leases and Rents; (iv) Environmental Indemnity Agreement dated as of the date hereof between Borrower and Lender (the "Environmental Indemnity"); and (v) all other "Loan Documents" (as defined herein); and

(2) Payment of all future advances and all sums advanced by Lender to protect the Mortgaged Estate or otherwise pursuant to the terms of the Loan Documents, with interest on all of the foregoing at the "Default Rate" (as defined in the Note) from the date of Lender's advance to the date of Borrower's repayment of same.

(b) The indebtedness and the obligations secured by this Mortgage which are described in paragraph (a) above are hereinafter referred to as the "Secured Obligations."

(c) This Mortgage, the Note, the Assignment of Leases and Rents, the Environmental Indemnity, that certain loan commitment letter dated September 1, 1998, as amended, between Lender and Borrower, and any other writing or instrument given to evidence or secure the payment or performance of any of the Secured Obligations are hereinafter collectively referred to as the "Loan Documents."

ARTICLE 2.

Payment and Performance

Section 2.01. Payment of Secured Obligations. Borrower shall pay all sums due under the Loan Documents without offset, counterclaim or defense, as and when the same shall become due. Borrower shall fully and faithfully observe and perform all of the obligations of Borrower to be observed and performed under the Loan Documents.

Section 2.02. Warranty of Title. Borrower warrants and represents that: (i) Borrower has good and marketable title to an indefeasible estate in fee simple in the Land and Improvements; (ii) Borrower has good and marketable title to all of the rest of the Mortgaged Estate; and (iii) such title of Borrower is free and clear of any liens or encumbrances except for those exceptions shown in the title insurance policy in favor of the Lender insuring the lien of this Mortgage (the "Permitted Encumbrances"). Borrower shall preserve Borrower's title and interest in the Mortgaged Estate and will forever warrant and defend the validity and priority of the lien, security interest and assignments created herein against the claims of all persons whomsoever, subject only to the Permitted Encumbrances.

ARTICLE 3.
Taxes and Insurance

Section 3.01. Taxes. Borrower shall pay when due and before any penalty attaches or interest accrues, all general taxes, special taxes, assessments, water charges, sewer service charges, and other similar charges against or affecting the Mortgaged Estate or any property or equipment located on the Land, or which might become a lien upon the Mortgaged Estate (the "Taxes"). If any Tax may be legally paid in installments, Borrower shall have the right, at its option, to pay such Tax in installments.

Section 3.02. Insurance. (a) Borrower shall at all times keep in full force and effect the following policies of insurance with respect to the Mortgaged Estate: (i) comprehensive general public liability insurance in an amount of not less than \$2,000,000.00, combined single limit coverage for injury to persons and damage to property, with a deductible limit satisfactory to Lender; (ii) standard fire and extended coverage casualty insurance, with vandalism and malicious mischief coverage and so called "all risks" or "DIC" coverage in the amount of the full insurable value of the Mortgaged Estate on a replacement cost basis (but in any event not less than the amount of the Loan); (iii) loss of rents or business interruption insurance covering all Rents for a period of one (1) year; and (iv) such other policies of insurance as Lender may from time to time require.

(b) All insurance policies shall: (i) be issued by a company or companies rated "A" or better by A.M. Best & Company and otherwise satisfactory to Lender; (ii) name Lender as an additional insured and loss payee; and (iii) provide a minimum of thirty (30) days' written notice to Lender prior to the expiration or any cancellation or modification of such policies. Borrower shall provide Lender with certificates evidencing all required insurance. In the event Borrower shall fail to maintain the insurance required by this section, Lender may, but shall not be so obligated, procure such insurance as Lender shall deem necessary, and any amount so expended by Lender shall be secured by this Mortgage and be repayable by Borrower upon demand, with interest at the "Default Rate" (as defined in the Note).

(c) In the event of any damage or destruction to the Mortgaged Estate, Borrower shall promptly make proof of loss to the insurers, and Borrower shall not adjust or compromise any claim under such insurance without the prior written approval of Lender. All proceeds of such insurance shall be paid directly to Lender, and each insurer is hereby authorized and directed to make such payment directly to Lender. Any proceeds shall be applied first to the payment of all costs and expenses incurred by Lender in obtaining such proceeds. The balance of the proceeds, if any, may be applied at the option of the Lender (i) against the Secured Obligations, without prepayment charge, or (ii) to the restoration or the repair of the Mortgaged Estate, in such order as Lender may elect, in its sole discretion. If Lender elects or has agreed to apply the insurance proceeds to restoration or repair of the Mortgaged Estate, Lender shall have the right to establish requirements for the disbursement of such proceeds as may be imposed by responsible mortgagees or holders of deeds of trust for advances of proceeds of commercial construction loans in the state in which the Mortgaged Estate is located.

Section 3.03. Tax and Insurance Escrow. On the first day of each calendar month, Borrower shall deposit with Lender or Lender's designated agent an amount equal to one-twelfth (1/12) of the estimated aggregate annual insurance premiums and Tax payments for the Mortgaged Estate. Such deposits shall be non-interest bearing and are hereby pledged as additional security for the Secured Obligations. Upon receipt of bills, statements or other evidence of insurance premiums or Taxes due, Lender shall pay or cause to be paid such amounts out of the funds so deposited. If at any time such funds are insufficient to pay such amounts, Borrower shall immediately deposit an amount equal to the deficiency. Lender shall not be deemed a trustee of such funds or to be obligated to expend any amount in excess of such funds under this Section. If Borrower fails to deposit sufficient sums as required, Lender may, but shall not be so obligated, advance any amounts required to make up the deficiency,

which advances shall be secured by this Mortgage and be repayable by Borrower upon demand, with interest at the Default Rate.

ARTICLE 4.

Maintenance; Alterations; Inspections

Section 4.01. Maintenance. Borrower shall: (i) maintain the Mortgaged Estate in good condition and repair, subject to ordinary wear and tear; (ii) not commit or suffer to be committed any waste of the Mortgaged Estate; (iii) comply with all laws, ordinances, regulations and restrictions now or hereafter affecting the Mortgaged Estate; and (iv) not do or permit to be done any act which would otherwise diminish the value of the Mortgaged Estate.

Section 4.02. Alterations. Borrower shall not remove, demolish or alter any of the Improvements without the prior written approval of Lender; provided, however, that Borrower may make interior, nonstructural alterations in an amount not to exceed \$25,000.00 in each calendar year. Borrower shall complete any construction or alteration of the Mortgaged Estate in a good and workmanlike manner.

Section 4.03. Inspections. Lender shall have the right at any time, upon reasonable prior notice to Borrower, to enter upon the Mortgaged Estate for the purpose of inspecting the same or to exercise any of its rights and remedies under the Loan Documents.

ARTICLE 5.

Eminent Domain

Section 5.01. Eminent Domain. If all or any part of the Mortgaged Estate is taken or damaged by the exercise of the power of eminent domain or a conveyance in lieu thereof (a "Condemnation"), or should Borrower receive any notice or other information regarding any such proceeding, Borrower shall give prompt written notice thereof to Lender. Lender may participate in Condemnation proceedings, and Borrower shall consult with Lender and its attorneys and cooperate with them in the carrying on or defense of any such proceedings. All proceeds of Condemnation awards or sales in lieu thereof, and all judgments, decrees and awards for injury or damage to the Mortgaged Estate shall be paid to Lender and shall be applied first to all costs and expenses incurred by Lender in obtaining the proceeds. The balance of the proceeds, if any, may be applied at the option of Lender (i) against the Secured Obligations, without prepayment premium or (ii) to the restoration or repair of the Mortgaged Estate, in such order as Lender may elect, in its sole discretion. Lender shall not be liable or responsible for failure to collect or exercise diligence in the collection of any proceeds, judgments, decrees or awards.

ARTICLE 6.

Events of Default; Remedies

Section 6.01. Events of Default. Each of the following shall be an "Event of Default" under this Mortgage:

(a) Failure of Borrower to make any payment of principal or interest or any other payment under the Note or any other sum secured under any Loan Document within five (5) days of the date such payment shall be due and payable (calculated by including the due date);

(b) Failure by Borrower to perform or observe any other covenant or agreement set forth in this Mortgage, and the continuance of such default for thirty (30) days after notice thereof from Lender specifying such default (provided that if such default cannot reasonably be cured within such thirty (30) day period, no Event of Default shall be deemed to exist if Borrower shall commence to cure such default

within such thirty (30) day period and proceed with due diligence to complete such cure; but in any event, such default must be cured within ninety (90) days after Lender's notice);

(c) The occurrence of a default or an "Event of Default" under any Loan Document other than this Mortgage which is not cured within the applicable cure period, if any, provided therein;

(d) Any suit or proceeding shall be filed against Borrower or any guarantor of Borrower under any Loan Document which, if adversely determined, could materially impair the ability of Borrower or such guarantor to perform any of its obligations under any Loan Document, in the opinion of Lender, in its sole discretion;

(e) Any representation, warranty or statement made by Borrower, any guarantor or other party under any Loan Document or any other affidavit or instrument executed or delivered with respect to the Loan shall be determined by Lender to be false or misleading in any material respect;

(f) Borrower shall convey, alienate, transfer, mortgage, encumber, lease or assign ownership or control of all or any part of the Mortgaged Estate or any interest therein, whether legal or equitable, or in Borrower in violation of Section 7.01 hereof, or Borrower shall be divested of its title or any interest in the Mortgaged Estate in any manner, whether voluntarily or involuntarily, or if there is any merger, consolidation or dissolution affecting Borrower;

(g) Borrower shall: (i) execute an assignment for the benefit of creditors or an admission in writing of Borrower's inability or failure to pay debts generally as they become due; (ii) allow the levy against the Mortgaged Estate or any part thereof of any execution, attachment, sequestration or other writ or action which is not vacated or discharged within sixty (60) days after such levy; (iii) allow the appointment of a receiver, trustee or custodian of Borrower or the Mortgaged Estate or any part thereof, which receiver, trustee or custodian is not discharged within sixty (60) days after such appointment; (iv) file as a debtor a petition, case, proceeding or other action pursuant to, or shall voluntarily seek the benefit or benefits of, any law granting relief to any debtor, or shall take any action in furtherance thereof; (v) file a petition, complaint, answer or other instrument which seeks to effect a suspension of, or which has the effect of suspending, any of the rights or powers of Lender or Trustee granted under any Loan Document; (vi) allow the filing of a petition, case, proceeding or other action against Borrower as a debtor under any law granting relief to a debtor, or shall seek or allow appointment of a receiver, trustee, custodian or liquidator of Borrower or of the Mortgaged Estate, or any part thereof, or of any significant portion of Borrower's other property, and (x) Borrower shall admit, acquiesce in or fail to contest diligently the allegations thereof, or (y) such petition, case, proceeding or other action shall result in the entry of an order for relief or order granting the relief sought against Borrower, or (z) such petition, case, proceeding or other action is not permanently dismissed or discharged on or before the earlier of trial thereon or sixty (60) days following the date of filing;

(h) The occurrence of any event described in paragraph (g) above with respect to any guarantor of the Secured Obligations or any other person or entity obligated in any manner to pay or perform the Secured Obligations;

(i) Borrower shall permit any person or entity to conduct activities on the Mortgaged Estate relating to the laundry and/or dry cleaning of clothing or other materials which do not restrict itself to "drop-off" or "pickup" activities only. This covenant shall be liberally construed to preclude any activity relating to the preparation, use, application or storage of any chemical compound utilized in the laundry and/or dry cleaning process.

Section 6.02. Remedies. Upon the occurrence of an Event of Default, Lender shall have the right to take any one or more of the following actions:

(a) Declare all Secured Obligations to be due and payable, and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind except as otherwise provided herein, and Borrower hereby waives notice of intent to accelerate the Secured Obligations;

(b) Commence an action to foreclose this Mortgage by judicial order or power of sale, appoint a receiver or specifically enforce any of the covenants of this Mortgage;

(c) Exercise any or all of the remedies available to a secured party under the UCC;

(d) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon and take possession of the Mortgaged Estate or any part thereof and do any acts which it deems necessary or desirable to protect and preserve Lender's security; or

(e) Without notice to Borrower or anyone claiming under Borrower, and without regard to the value of the Mortgaged Estate, to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Estate, and Borrower hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all of the usual powers and duties of receivers in like or similar cases and all powers and duties of Lender in case of entry as provided in Section 6.06.

If Lender shall exercise its right to declare all Secured Obligations to be due and payable, then any tender of payment after acceleration (other than pursuant to a statutory right to cure prior to foreclosure) shall be deemed to be a voluntary prepayment, and, in addition to such Secured Obligations, Borrower shall pay Lender as compensation to Lender for premature payment of the Loan, a prepayment charge which shall be equal to ten percent (10%) of the outstanding principal balance of the Note during the first three (3) "Loan Years" (as defined in the Note) and thereafter in accordance with the prepayment charge set forth in Section 4(c) of the Note.

Section 6.03. Power of Sale. (a) If Lender shall elect to foreclose this Mortgage by sale of Borrower's interest in the Mortgaged Estate through the exercise of the power of sale herein contained, Lender shall notify Trustee in the manner then required by law. Upon receipt of such notice of Lender and at the direction of Lender, Trustee shall cause to be recorded, published and delivered such notices of default and notices of sale as may then be required by law and by this Mortgage. Trustee shall, only at the direction of Lender and without demand on Borrower, 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 Mortgaged 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 Lender shall deem expedient, and in such order as Lender may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale, or as otherwise may then be required by law. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds 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 Borrower, Trustee or Lender, may purchase at such sale. Trustee may in the manner provided by law postpone sale of all or any portion of the Mortgaged Estate.

(b) Trustee shall apply the proceeds of the trustee's sale (i) first, to the costs and expenses of exercising the power of sale and of the sale, including the payment of Trustee's fees actually incurred, (ii) second, to payment of the obligation secured by this Mortgage, (iii) third, to the payment of junior deeds of trust, mortgages or other lienholders, and (iv) the balance, if any, to the person or persons legally entitled thereto.

Section 6.04. Remedies Not Exclusive; No Waiver. Every power or remedy given Lender by any of the Loan Documents, or to which Lender otherwise may be entitled, may be exercised without prejudice to any other power or remedy, concurrently, independently, in any order or any manner from time to time and as often as may be deemed expedient by Lender. No remedy or power is intended to be exclusive of any other remedy or power, and Lender may pursue inconsistent remedies. The acceptance by Lender of the payment or performance of any Secured Obligation after the same shall be due shall not constitute a waiver of Lender's right to the prompt payment or performance of same, or to declare a default as herein provided. The acceptance by Lender of any sum in an amount less than the sum then due shall not constitute a waiver of Borrower's obligation to pay the entire sum, and such failure shall continue to be a default by Borrower notwithstanding Lender's acceptance of such partial payment. Consent by Lender to any action or inaction of Borrower which is subject to consent or approval shall not be deemed a waiver of any other or future right of Lender to consent under this Mortgage. Nothing set forth in this Mortgage shall be construed to constitute Lender as a "mortgagee in possession" in the absence of its actual taking possession of the Mortgaged Estate pursuant to the powers granted herein.

Section 6.05. Waivers. To the extent permitted by law, Borrower hereby agrees that it shall not at any time insist upon, plead, claim or take any benefit or advantage, in any way whatsoever, whether now or in the future, and Borrower hereby irrevocably waives, all of the following, whether the same exists under federal or state law, or otherwise at law or in equity:

- (a) Any right of redemption of any of the Mortgaged Estate after sale under this Mortgage;
- (b) All rights and claims it may have in or to any of the Mortgaged Estate as a "homestead exemption," or similar exemptions;
- (c) Any stay, extension or moratorium law which may extend the period for enforcement of this Mortgage or any period of redemption;
- (d) Any and all right to require the marshaling of assets in connection with the exercise of any of Lender's remedies under this Mortgage, it being agreed that Lender shall have the right to determine, in its sole discretion, the order in which any of the Mortgaged Estate shall be sold, or the order in which any Secured Obligations are satisfied from the proceeds of such sale;
- (e) Any right to trial by jury in any action, proceeding or counterclaim brought by any party against any other party on any matter arising out of or in any way connected with the Note, this Mortgage or the other Loan Documents, the relationships among Borrower, Trustee and Lender, or Borrower's use and occupancy of the Mortgaged Estate;
- (f) Any law providing for the valuation or appraisal of all or any part of the Mortgaged Estate prior to or after any sale or sales made pursuant to this Mortgage;
- (g) Personal service of process in any action or proceeding at any time commenced to enforce this Mortgage or any of the Loan Documents, Borrower hereby agreeing that such process shall be deemed properly and adequately served if sent to Borrower as provided in Section 7.03 of this Mortgage;

(h) All notices not herein specifically required of Borrower's default under any of the Loan Documents, or of Lender's exercise, or election to exercise, any right, option or election under this Mortgage;

(i) Any and all technical or procedural errors, defects and imperfections in any of the Loan Documents or any proceedings instituted by Lender or the Trustee under this Mortgage; and

(j) Any claim or defense of Borrower contesting or challenging the personal jurisdiction of the "Courts" (as defined in Section 6.07 below), and any objection that Borrower may now or hereafter have to the laying of venue in the Courts for any suit, action or proceeding arising out of or relating to this Mortgage or any other Loan Document or any objection that such suit, action or proceeding in the Courts has been brought in an inconvenient forum.

Section 6.06. Preservation of Security. Notwithstanding the provisions of this Article VI, and in addition to any other rights or remedies of Borrower under this Mortgage, should Borrower at any time fail to make any payment or perform any obligation under any Loan Document, Lender, in its sole discretion, without obligation to do so and without notice to or demand upon Borrower, and without releasing Borrower from any Secured Obligation or waiving any of Lender's rights under the Loan Documents, may cure such default of Borrower in such manner and to such extent as Lender may deem necessary to protect the security of this Mortgage. In connection therewith, without limiting its general powers, Lender shall have and is hereby given the right, but not the obligation:

(a) To enter upon and take possession of the Mortgaged Estate;

(b) To direct Borrower to terminate any management agent and employ such management agent as Lender may determine;

(c) To make additions, alterations, repairs and improvements to the Mortgaged Estate which Lender may consider necessary or proper to keep the Mortgaged Estate in good condition and repair;

(d) To appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Lender or Trustee;

(e) To pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt, which in the judgment of Lender, may affect the security of this Mortgage or be prior or superior hereto; and

(f) In exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants.

All costs and expenses incurred by Lender in connection with the exercise of the foregoing rights, including costs of evidence of title, court costs, appraisals, surveys and reasonable attorneys' fees, shall be secured by this Mortgage and be repayable by Borrower upon demand, with interest at the Default Rate.

Section 6.07. Consent to Jurisdiction. Any suit, action or proceeding arising out of or relating to this Mortgage or any other Loan Document, or any action or proceeding to execute on or otherwise enforce any judgment arising out of an Event of Default or other default under this Mortgage or any other Loan Document can be brought by Lender in the applicable federal district court or in the state circuit court having jurisdiction for Omaha, Douglas County, Nebraska (collectively, the "Courts"). By

executing and delivering this Mortgage, Borrower, its successors and assigns, hereby irrevocably and unconditionally submit to the exclusive personal jurisdiction of the Courts, for any suit, action or proceeding arising out of or relating to this Mortgage or any other Loan Document, and irrevocably and unconditionally agree not to assert in any proceeding before the Courts or any other court or tribunal, by way of motion, as a defense or otherwise, any claim contesting or challenging the personal jurisdiction of the Courts. In addition, Borrower irrevocably waives, to the fullest extent permitted by law, (i) any objection that it may now or hereafter have to the laying of venue in the Courts for any suit, action or proceeding arising out of or relating to this Mortgage or any other Loan Document, or (ii) any objection that such suit, action or proceeding brought in the Courts has been brought in an inconvenient forum.

ARTICLE 7. General Covenants

Section 7.01. Prohibition On Transfer. Borrower shall not, by operation of law or otherwise, sell, convey, alienate, transfer, mortgage, encumber, lease or assign ownership or control of all or any part of the Mortgaged Estate or any interest therein, whether legal or equitable (including rents, issues or profits arising therefrom), without the prior written approval of Lender, in its sole discretion. Lender may withhold its approval for any reason or Lender may condition its approval upon (i) the credit worthiness and management experience of the proposed transferee; (ii) the terms of the purchase agreement; (iii) assumption by the proposed transferee of all of Borrower's obligations under the Loan Documents, (iv) payment of a transfer fee equal to one and one-half percent (1.50%) of the unpaid principal balance of the Loan; and (v) such other terms and conditions as Lender may deem reasonably necessary. Notwithstanding the foregoing, such approval of Lender shall not be required for any such transfer by devise or descent, or for the grant of a leasehold interest in the Mortgaged Estate of five years or less upon then current market terms.

Section 7.02. Compliance With Laws. Borrower shall promptly comply with all present and future federal, state and local laws, statutes and ordinances, and all covenants and restrictions of record affecting the Mortgaged Estate, including (i) the Occupational Safety and Health Act (OSHA), 29 U.S.C. § 651, and (ii) the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101. Borrower shall not initiate or acquiesce in any zoning reclassification or material change in the zoning affecting the Mortgaged Estate without the prior written approval of Lender.

Section 7.03. Notices. All notices, approvals or communications required or permitted to be given under this Mortgage shall be in writing and shall be deemed to have been properly given and received (i) if sent by hand delivery, then upon delivery, (ii) if sent by overnight courier or U.S. Express Mail, then one (1) day after dispatch, and (iii) if mailed by registered or certified U.S. mail, postage prepaid and return receipt requested, then two (2) days after deposit in the mail. All such notices and communications shall be given to the parties at their respective addresses set forth in this Mortgage, or at such other addresses as either party may designate by notice in accordance with the terms of this Section. Borrower, for itself and for each party hereto, hereby requests that a copy of any notice of default and a copy of any notice of sale hereunder be mailed to them at their respective addresses set forth in this Mortgage.

Section 7.04. Legal Existence. If Borrower is a corporation, partnership, limited liability company or other entity, Borrower shall preserve and keep in full force and effect its legal existence and all franchises, rights and privileges under the laws of the state of its incorporation or formation and its standing and/or qualification to do business in the state in which the Mortgaged Estate is located.

Section 7.05. Liens and Subrogation Rights of Lender. (a) Borrower shall not create, permit to accrue or suffer to exist upon any of the Mortgaged Estate, any security interest, judgment lien,

mechanic's or materialman's lien, or any other lien, encumbrance, charge, retention or reservation of title, or pledge, hypothecate or assign any of the Mortgaged Estate as security, and shall promptly pay, when the same shall become due, all claims and demands of contractors, subcontractors, mechanics, materialmen, laborers and others which claims, if unpaid, might result in or permit the creation of a lien upon the Mortgaged Estate, and Borrower shall cause any such lien to be promptly paid and discharged, whether by payment, bonding or otherwise, within thirty (30) days after the filing of same.

(b) Lender, at its option, shall be subrogated, as further security for the Secured Obligations, to the lien of any lien, encumbrance or claim against the Mortgaged Estate paid out of the proceeds of the Loan, even though the same be released of record.

Section 7.06. Financial Statements. Borrower shall deliver to Lender, with reasonable promptness (and in any event within 90 days after the close of Borrower's fiscal year): (i) an income and expense statement with respect to the operation of the Mortgaged Estate for the immediately preceding fiscal year of Borrower, and (ii) a balance sheet and statement of profit and loss of Borrower for the immediately preceding fiscal year of Borrower. Each such operating and expense statement and financial statement shall be certified by the general partner or chief financial officer of Borrower, and shall be prepared in accordance with generally accepted accounting principles. Borrower shall also provide Lender with such additional information or records relating to the Mortgaged Estate or Borrower's financial condition as Lender may from time to time request. Upon request of Lender, Borrower shall furnish financial statements from major tenants under any Leases, to the extent Borrower is entitled under the Leases to receive such statements.

Section 7.07. Successors. The terms and provisions of this Mortgage, and the rights and obligations of Borrower, Trustee and Lender, shall inure to the benefit of and be binding upon Borrower, Trustee and Lender and their successors and assigns.

Section 7.08. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the state in which the Mortgaged Estate is located.

Section 7.09. Release of Mortgage. Upon payment and performance in full of all of the Secured Obligations, Lender shall, upon demand of Borrower but in no event later than the time prescribed by applicable law, release the Mortgaged Estate from the lien of this Mortgage and shall furnish Borrower with a properly executed and recordable instrument evidencing such release.

Section 7.10. Estoppel Certificate. Within twenty (20) days after request by Lender, Borrower shall furnish Lender a duly acknowledged written statement, in form satisfactory to Lender, setting forth the amount of principal and interest then owing under the Note, any other charges payable under any Loan Documents, and stating whether any offsets or defenses exist to the indebtedness secured hereby.

Section 7.11. Lender's Approval. In any instance under this Mortgage in which Lender's approval shall be required, such approval may be given or withheld by Lender in Lender's sole discretion, and shall be final and conclusive. The granting of any approval by Lender shall not be deemed a waiver of such right of approval to any future matter, and all approvals by Lender must be in writing.

Section 7.12. Severability. If any term or provision of this Mortgage or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or any other circumstance or situation with respect to this Mortgage, and each remaining term and provision of this Mortgage shall be valid and be enforced to the fullest extent by law.

Section 7.13. Interpretation. Unless otherwise defined herein, all terms used herein shall have their usual and ordinary meaning. The term "including" shall mean "including, without limitation."

Section 7.14. Liability. (a) Borrower and First Data Resources ("FDR") executed that certain Office Building Lease between Borrower and First Data Corporation ("FDC") dated February 8, 1993, as amended by that certain Rider to Office Building Lease dated February 8, 1993, as amended by that certain Amendment to Lease dated February 17, 1994, as amended by that certain Letter Agreement dated March 8, 1994, as amended by that certain Certificate dated November 1994, as amended by that certain Second Amendment to Office Building Lease dated March 20, 1997 (collectively, the "Lease") commencing May 1, 1994 and expiring January 31, 2000. In the event FDR (or another Tenant acceptable to Lender, in Lender's sole discretion) extends the Lease for a minimum of thirty (30) months (to August 2002)), the liability of Borrower for the repayment of the indebtedness evidenced by this Note and the performance of the Secured Obligations shall be limited to (i) the security given by Borrower and other parties for this Note and other Secured Obligations and (ii) that portion of the outstanding balance of the Note and Secured Obligations exceeding \$817,500.00. Notwithstanding anything to the contrary contained herein, and notwithstanding any delay by Lender in exercising any right, remedy or privilege under any Loan Document, Borrower shall be jointly, severally and personally liable beyond the aforesaid limitation with respect to those items listed in Section 17(b)(i)-(ix) of this Note.

(b) In the event FDR (or another Tenant acceptable to Lender, in Lender's sole discretion) extends the Lease for a minimum of sixty (60) months (to February 2005), the liability of Borrower for the repayment of the indebtedness evidenced by this Note and the performance of the Secured Obligations shall be limited to the security given by Borrower and other parties for this Note and other Secured Obligations. Notwithstanding anything to the contrary contained herein, and notwithstanding any delay by Lender in exercising any right, remedy or privilege under any Loan Document, Borrower shall be jointly, severally and personally liable beyond the aforesaid limitation and beyond Borrower's interest in the security granted to Lender to the extent of: (i) any funds received by Borrower or any other person or entity for or on account of Borrower as security deposits under any Leases; (ii) any Rents received or held by Borrower after the occurrence of an Event of Default or any Rents received by Borrower which are prepaid more than one month in advance; (iii) all condemnation awards and payments and insurance proceeds received by Borrower that have not been applied as required by the terms of the Loan Documents; (iv) the cost to repair the Mortgaged Estate as a result of a casualty not reimbursed by insurance; (v) any liability, damage, cost or expense (including reasonable attorneys' fees) incurred by Lender as a result of any fraud, misrepresentation or bad faith by Borrower [or any guarantor]; (vi) Borrower's obligations under the Environmental Indemnity and any liability, damage, cost or expense (including reasonable attorneys' fees) incurred by Lender under the terms of the Environmental Indemnity; (vii) any liability, damage, cost or expense (including reasonable attorneys' fees) incurred by Lender due to any waste of the Mortgaged Estate by Borrower or Borrower's representatives or tenants; (viii) the cost to correct any violations of the Americans With Disabilities Act; and (ix) any failure to pay delinquent Taxes. Nothing contained herein shall limit or affect Lender's rights under any guaranty or other collateral which may now or hereafter be given in connection with this Note.

ARTICLE 8.

Trustee

Section 8.01. Responsibilities. 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. No provisions of this Mortgage shall require Trustee to expend or risk its own funds or incur any financial obligation. Trustee may consult with counsel of its own choosing, and action taken by Trustee on the advice of such counsel shall be conclusive proof that such actions are taken in good faith and in reliance thereon, and Trustee shall not be liable for any action taken in accordance with

such advice or which is reasonably believed by Trustee to be within the rights and powers conferred upon it by this Mortgage.

Section 8.02. Successor Trustee. Lender shall have the full power, at any time and from time to time, to appoint a successor or substitute trustee by instrument properly executed, acknowledged and filed for record in the county in which the Mortgaged Estate is located. Such successor or substitute trustee shall thereupon have and possess all of the powers, authorities, duties and obligations vested in and upon the Trustee named herein.

ARTICLE 9. Environmental Indemnity

Section 9.01. Hazardous Substances. Borrower shall not generate, store, use or dispose, or permit the generation, storage, use or disposal of, any "Hazardous Substance" (as defined in the Environmental Indemnity) on or about the Mortgaged Estate, unless: (i) the Hazardous Substance is used in minor amounts in the ordinary course of business of Borrower or tenants; (ii) the Hazardous Substance is used or stored in full compliance with all applicable "Environmental Requirements" (as defined in the Environmental Indemnity); and (iii) the proposed presence and use of such Hazardous Substance is specifically disclosed to Lender and has been approved in writing, in advance by Lender. Borrower shall promptly notify Lender of any violation or suspected or alleged violation of any Environmental Requirements on or about the Mortgaged Estate of which Borrower becomes aware.

Section 9.02. Indemnity. Borrower shall indemnify, defend and save and hold harmless Lender from and against any and all losses, liabilities, damages, costs and expenses (including costs of remediation or cleanup, loss of property value or defects in title to the Mortgaged Estate, and the reasonable fees and disbursements of Lender's counsel) asserted against or suffered or incurred by Lender and in any way relating to or arising out of the generation, storage, manufacturing, refining, releasing, transportation, treatment, disposal or other presence of any Hazardous Substance on or about or removed from the Mortgaged Estate, which indemnity shall survive: (i) the foreclosure of this Mortgage; (ii) any conveyance of the Mortgaged Estate in lieu of such foreclosure; (iii) the payment and performance of the Secured Obligations; (iv) the release of the lien of this Mortgage; and (v) any other transfer of Borrower's title to or interest in the Mortgaged Estate. The terms and provisions of the Environmental Indemnity are specifically incorporated into this Article IX and made a part hereof.

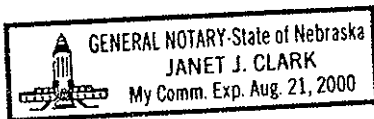
[Reminder of page left blank intentionally]

IN WITNESS WHEREOF, Borrower has caused this Mortgage to be duly executed on the day and year set forth in the acknowledgment attached hereto and to be effective as of the date first set forth above.

Roland F. Waite
Roland F. Waite, a single person

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 24th day of November, 1998 by Roland F. Waite, a single person.



Janet J. Clark
Notary Public
My Commission Expires: 8-21-2000

EXHIBIT A

Legal Description

Lot 2, in MIRACLE HILLS PARK, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.