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Register of Deeds, Douglas County, NE
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**DEED OF TRUST AND SECURITY AGREEMENT
AND FIXTURE FINANCING STATEMENT
WITH ASSIGNMENT OF LEASES AND RENTS**

THIS INDENTURE ("TRUST DEED") is made this 18 day of January 2005, by and between Riverview Properties, LLC, a Nebraska limited liability company, as trustor (hereinafter "Borrower") whose mailing address is: 300 Pierce Street, Omaha, Nebraska, 68108, the Trustee, Larry A. Jobeun, a Member of the Nebraska State Bar Association (hereinafter "Trustee"), whose mailing address is: 11440 West Center Road, Omaha, Nebraska 68144, and the Beneficiary, Pierce Street, LLC, a Nebraska limited liability company, whose mailing address is 11205 John Galt Boulevard, Omaha, Nebraska 68137 (hereinafter "Lender").

FOR VALUABLE CONSIDERATION, including the indebtedness identified herein and the trust herein created, the receipt of which is hereby acknowledged, Borrower hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Lender, under and subject to the terms and conditions hereinafter set forth, the real property, described as follows (hereinafter the "Land"):

See Attached Exhibit "A"

together with all estates and right in and to the Land, and to lands lying in streets, alleys and roads or gores of land adjoining the real property and SUBJECT TO THE PROVISIONS OF SECTION 18 HEREOF, all buildings, structures, improvements, fixtures and annexations, access rights, easements, rights of way or use, servitudes, licenses, tenements, hereditaments and appurtenances now or hereafter belonging or pertaining to the Land and all proceeds and products derived therefrom whether now owned or hereafter acquired; and

All machinery, equipment, goods, inventory, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the improvements, or appurtenant thereto, and usable in connection with the present or future use, maintenance, enjoyment, operation and occupancy of the Land and the improvements thereon and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the improvements, and the right, title and interest of Borrower in and to any of the Personal Property (as hereinafter defined) which may be subject to any security interests, as defined in the Uniform

Commercial Code, as adopted and enacted by the state or states where any of the Personal Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Trust Deed and all proceeds and products of the above;

All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the improvements heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. § 101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (individually, a "Lease"; collectively, the "Leases") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents (including all tenant security and other deposits), additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Land, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Land;

All proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Land and any improvements or Personal Property located thereon;

All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Trustee and/or Lender in the Land and any improvements or personal property located thereon;

All agreements, contracts (including purchase, sale, option, right of first refusal and other contracts pertaining to the Land and any improvements or Personal Property located thereon), certificates, instruments, franchises, permits, licenses, approvals, consents, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any improvements or Personal Property located thereon (including any improvements or respecting any business or activity conducted on the Land and any part thereof) and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

All accounts, accounts receivable, documents, instruments, chattel paper, deposit accounts, investment property, claims, reserves (including deposits), representations, warranties, and general intangibles, as one or more of the foregoing terms may be defined in the Uniform Commercial Code, and all contract rights, franchises, books, records, plans, specifications, permits, licenses (to the extent assignable), approvals, actions, choices, commercial tort claims, suits, proofs of claim in bankruptcy and causes of action which now or hereafter relate to, are derived from or are used in connection with the Land, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively call the "Intangibles"); and

Any and all other rights of Borrower in and to the Land, improvements and Personal Property located thereon and any accessions, renewals, replacements and substitutions of all or any portion of the Land, Improvements or Personal Property located thereon all proceeds derived from the sale, transfer, assignment or financing of the Land, improvements or Personal Property located thereon or any portion thereof (all of the foregoing, together with the Land, are hereinafter referred to as the "Mortgaged Property").

FOR THE PURPOSE OF SECURING:

A. The payment of indebtedness in the total principal amount of Two Million Three Hundred Thousand and No/100ths Dollars (\$2,300,000.00), with interest thereon, as evidenced by that certain Trust Note of even date (the "Note"), with a maturity date of January 14, 2015, executed by Riverview Properties, LLC, hereafter referred to as "Borrower," which has been delivered and is payable to the order of Lender, and which by this reference is hereby made a part hereof, and any and all modifications, extensions, and renewals thereof or thereto and any and all future advances and readvances hereunder pursuant to one or more notes or credit agreements (herein called "Note");

B. Payment of late charges, prepayment charges, and charges calculated on the same basis as prepayment charges upon acceleration of the indebtedness secured hereby;

C. The performance of all covenants and agreements of Borrower set forth herein, and in all other Loan Documents; and

D. All present and future indebtedness and obligations of Borrower to Lender, whether direct, indirect, absolute, or contingent and whether existing by note, guaranty, overdraft or otherwise. The Note and any and all other documents that secure the Note or otherwise executed in connection therewith shall be referred to herein as the "Loan Documents".

TO PROTECT THE SECURITY OF THIS TRUST DEED, BORROWER COVENANTS AND AGREES WITH LENDER AS FOLLOWS:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on, and any fees or charges provided in, the Note or in this Trust Deed.

2. Title. Subject to the terms and conditions of that certain Real Estate Deed of Trust dated September 26, 2001 and recorded September 26, 2001, in Book 6703 at Page 648 of the Mortgage Records of Douglas County, Nebraska, Borrower represents, warrants and covenants to and with Lender that it is lawfully seized of the Land in fee simple and has good right and full power and authority under all applicable provisions of law and under its organizational documents to execute this Trust Deed and the Loan Documents and to mortgage the Mortgaged Property; that the Mortgaged Property is free from all liens, security interests and encumbrances except as listed in the loan policy of title insurance in favor of Lender insuring the lien of this Trust Deed (the "Permitted Encumbrances"); that Borrower will warrant and defend the title to the Mortgaged Property and the lien and priority of this Trust Deed against all claims and demands of all persons whomsoever, whether now existing or hereafter arising, except the Permitted Encumbrances; and that all buildings and improvements now or hereafter located on the Land are, or will be located entirely within the boundaries of the Land.

3. Payment of Taxes, Assessments and Other Charges. Subject to payments in the manner provided under Section 5, below, Borrower shall pay, before a penalty might attach for nonpayment thereof, all taxes and assessments and all other charges whatsoever levied upon or assessed or placed against the Mortgaged Property, except that assessments may be paid in installments so long as no fine or penalty is added to any installment for the nonpayment thereof. Borrower shall likewise pay any and all governmental levies or assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Mortgaged Property, which are assessed or imposed upon the Mortgaged Property or any part thereof or become due and payable, and which create, may create or appear to create a lien upon the Mortgaged Property, or any part thereof. Borrower shall likewise pay all taxes, assessments and other charges, levied upon or assessed, placed or made against, or measured by, this Trust Deed, or the recordation hereof, or the indebtedness secured hereby. In the event of any legislative action or judicial decision after the date of this Trust Deed, imposing upon Lender the obligation to pay any such taxes, assessments or other charges, or deducting the amount secured by this Trust Deed from the value of the Mortgaged Property for the purpose of taxation, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust or debts secured thereby, or the manner of the operation of any such taxes so as to affect the interests of Lender, then, and in such event, Borrower shall bear and pay the full amount of such taxes, assessments or other charges. Notwithstanding the foregoing provisions of this Section 3, if for any reason payment by Borrower of any such taxes, assessments or other charges would be unlawful, or if the payment thereof would render the indebtedness evidenced by the Note usurious, Lender may declare the whole sum secured by this Trust Deed, with interest thereon, to be immediately due and payable, without a prepayment premium. Borrower shall promptly furnish to Lender all notices received by Borrower of amounts due under this section and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments.

4. Insurance.

A. Borrower shall maintain a commercial general liability policy or policies of insurance, at its sole cost and expense, insuring both Borrower and Lender against all claims, demands or actions arising out of or in connection with Borrower's use or occupancy of the Mortgaged Property, or by

the condition of the Mortgaged Property, the limits of such policy or policies shall be in an amount of not less than \$2,000,000.00 combined single limit bodily injury and property damage.

B. The above mentioned insurance policies or binder of such insurance satisfactory to Lender, together with receipts for the 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 insurance policies shall name Lender as Mortgagee. All renewal and replacement policies shall have been 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.

C. Said policy will provide that Lender will receive thirty (30) days notice from insurance company before cancellation.

5. Escrows. The undersigned agrees, upon request of the holder hereof, to pay in the manner set forth in the Trust Deed given to secure this Note, monthly advance payments estimated by the holder thereof to be sufficient to anticipate the payment of taxes, assessments, and insurance as determined to be necessary by the holder of said Note, and agrees further that such advances may be held by the holder hereof and commingled with the holder's own funds and other funds and further, that the holder hereof shall not be liable for interest on such funds. Without waiving Lender's right of future enforcement of this escrow provision, Lender will initially allow Borrower to pay all real estate taxes, hazard insurance premiums and special assessments. This waiver shall remain in effect as long as:

- A. The loan is not in default;
- B. Evidence is provided, as required, to Lender that the insurance premiums, real estate taxes and special assessments are paid when due; and
- C. There is no change in ownership of the Borrower unless expressly authorized in writing by Lender.

6. Compliance with Laws. Borrower shall not commit, suffer or permit any act to be done in or upon the Mortgaged Property in violation of any law, ordinance or regulation; and shall pay and promptly discharge at Borrower's cost and expense all liens, encumbrances and charges levied, imposed and assessed against the Mortgaged Property or any part thereof.

7. Eminent Domain.

A. If all or a portion of the Mortgaged 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 any Borrower receive any notice of other information regarding such proceeding, Borrower shall give prompt written notice to Lender. Lender shall be entitled to all compensation, awards and other payments. The Lender shall be entitled, 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 Mortgaged Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner 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. Condemnation proceeds or awards shall be credited to the last maturing installments of the indebtedness secured and shall not extend or postpone the due date of the monthly installment referred to in the Note, or change the amount of such installments. If the proceeds pay off all sums due and owing, the excess shall be paid to the Borrower.

8. Performance by Lender. If an Event of Default has occurred, or if any act is taken or legal proceeding commenced which materially affects Lender's interest in the Mortgaged Property, Lender may in its own discretion, but without obligation to do so, and without notice to or demand upon Borrower and without releasing Borrower from any obligation, do any act which the Borrower has agreed but fails to do and may also do any other act it deems necessary to protect the security hereof. Borrower shall, immediately upon demand therefor by Lender, pay to lender all costs and expenses incurred and sums expended by Lender in connection with the exercise by Lender of the foregoing rights, together with interest thereon at the default rate provided in the Note, which shall be added to the indebtedness secured hereby. Lender shall not incur any personal liability because of anything it may do or omit to do hereunder, except resulting from gross negligence or fraud.

9. Actions Affecting Trust Estate. Borrower shall appear and contest any action or proceeding purporting to affect the securing hereof or the rights or powers of Lender or Trustee, and shall pay all costs and expenses, including cost of evidence of title and attorneys' fees, in any such action or proceeding in which Lender or Trustee may appear. Should Borrower fail to make any payment or to do any act as and in the manner provided in any of the Loan Documents, or this Trust Deed, then Lender and/or Trustee, each in its own discretion, without obligation to do so 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 either may deem necessary to protect the security hereof. Borrower shall, immediately upon demand therefore by Lender, pay all costs and expenses incurred by Lender in connection with the exercise by Lender of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and reasonable attorney's' fees. 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.

10. Assignment of Rents. Borrower grants a security interest in favor of Lender in all present, future, and after-arising rents and leases with respect to the Mortgaged Property and hereby absolutely and unconditionally assigns to Lender Borrower's right, title and interest in and to all

current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only.

11. Events of Default. Each of the following occurrences shall constitute an Event of Default under this Trust Deed (herein called an "Event of Default"):

A. Borrower shall fail to pay any installment of principal or interest or any other charge or payment due to Lender under the Loan Documents when due and such failure shall continue for ten (10) days after notice thereof from Lender to Borrower.

B. Borrower shall default in the performance or breach any other provision contained in the Loan Documents, or any other lien or encumbrance upon the Mortgaged Property, provided, however, Borrower shall have thirty (30) days to correct the default after written notice is given, before an Event of Default is declared (or longer if necessary and Borrower is proceeding diligently to cure such failure).

C. A writ of execution or attachment or any similar process shall be entered against any Borrower which shall become a lien on the Mortgaged Property or any portion thereof or interest therein; provided, however, Borrower shall have thirty (30) days to remove the same before it is an Event of Default.

D. In the event that any Borrower (1) applies for or permits the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, or (2) is adjudicated a bankrupt or insolvent, or files a voluntary petition in a bankruptcy, reorganization or insolvency proceeding, or a petition to institute a debtor's proceeding or case, or (3) admits in writing its inability to pay its debts as they become due, or generally does not pay its debts as they become due, or (4) makes a general assignment for the benefit of creditors or (5) files a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law, or (6) files an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceedings, or (7) fails, for a period exceeding forty-five (45) days, to obtain the dismissal of any involuntary case filed against it in any bankruptcy, reorganization or insolvency proceedings, or (8) takes any action for the purpose of effecting any of the foregoing.

E. Abandonment of the Mortgaged Property.

F. Borrower fails to keep the Mortgaged Property insured as required herein.

12. Remedies; Acceleration Upon Default. Time is of the essence as to this Trust Deed. Upon the occurrence of any Event of Default, Lender will give notice of default as required by law (§76-1006 R.R.S. 1943). Lender may, at its option, declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without further presentment, demand, protest or notice of any kind. Thereafter Lender may:

A. Demand that Trustee exercise the POWER OF SALE granted herein and Trustee shall thereafter cause Borrower's interest, if any, in the Mortgaged 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 Loan Documents or by law upon occurrence of any Event of Default; and

C. Commence an action to foreclose this Trust Deed as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof.

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 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 effect 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 in the Loan Documents, or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or in the Loan Documents, or now or hereafter existing at law or in equity or by statute, and may be exercised concurrently independently or successively.

Every power or remedy by any of the Loan Documents 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 Borrower. 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 rights to thereafter sell or foreclose the Mortgaged Property or to pursue all security at the same time or to pursue the personal property after the sale of foreclosure of the Mortgaged Property.

13. Trustee. The Trustee may resign at any time without cause, and Lender may at any time and without cause appoint a successor or substitute Trustee. Trustee shall not be liable to any party, including without limitation Lender, Borrower, or any purchaser of the Mortgaged Property, for any loss or damage unless due to reckless or willful misconduct, and shall not be required to take any action in connection with the enforcement of this Trust Deed unless indemnified, in writing, for all costs, compensation or expenses which may be associated therewith. In addition, Trustee may

become a purchaser at any sale of the Mortgaged Property (judicial or under the power of sale granted herein); postpone the sale of all or any portion of the Mortgaged Property, as provided by law.

14. Fees and Expenses. In the event Trustee sells the Mortgaged Property by exercise of power of sale, Trustee shall be entitled to apply any sale proceeds first to the payment of all costs and expenses of exercising power of sale, including all Trustee's fees actually incurred. In the event Borrower exercises any rights provided by law to cure an Event of Default, Lender shall be entitled to recover from Borrower all costs and expenses actually incurred as a result of Borrower's default, including without limitation all Trustee's and reasonable attorneys' fees.

15. Future Advances. Upon request of the Borrower, Lender may, at its option, make additional and future advances and readvances to Borrower. Such advances and readvances, with interest thereon, shall be secured by this Trust Deed. At no time shall the principal amount of the indebtedness secured by this Trust Deed, not including accrued interest, late fees, and sums advanced to protect the security of this Trust Deed, exceed the original principal stated herein.

16. Hazardous Materials. Borrower shall keep the Mortgaged Property in compliance with any and all federal, state and local laws, ordinances and regulations relating to industrial hygiene or to environmental conditions on, under or about the Mortgaged Property, including but not limited to, soil and groundwater conditions. Borrower shall not use, generate, manufacture, store or dispose of on, under or about the Mortgaged Property or transport to or from the Mortgaged Property any flammable explosive, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under any applicable laws, ordinances or regulations (collectively referred to hereinafter as "Hazardous Materials"). 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 and liabilities arising in connection with the presence, use, storage, disposal or transport of any Hazardous Materials on, under, from or about the Mortgaged Property, including, without limitations, (a) all damages directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials by Borrower, and (b) all costs of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following transfer of title to the Mortgaged Property, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release or disposal of Hazardous Materials by Borrower after the date of this Trust Deed; Borrower shall not be responsible for any existing contamination or Hazardous Materials prior to the date of this Trust Deed, except to the extent that Borrower, by its negligence or willful misconduct, exacerbates any existing contamination or causes the release of any Hazardous Materials otherwise contained. THE FOREGOING WARRANTIES AND REPRESENTATIONS, AND BORROWER'S OBLIGATIONS PURSUANT TO THE FOREGOING INDEMNITY, SHALL SURVIVE REPAYMENT OF THE NOTE AND THE RECONVEYANCE OF THIS TRUST DEED.

17. Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all goods constituting part of the Mortgaged Property (as more particularly described in item (ii) of the Grant of Mortgage) which are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth:

- (1) Name and Address of Debtor:
- (2) Name and Address of Secured Party:
- (3) This document covers goods which are or are to become fixtures.
- (4) The name of the record owner of the Land is the Debtor described above.

18. Borrower's Right to Salvage. Notwithstanding any other provision hereof, Borrower shall have the right without further consent of the Lender, to raze, demolish, remove and/or salvage any or all of the Improvements located on the Property. So long and Borrower is not in default hereunder, any property or materials salvaged and sold as a result of the razing, demolition removal and/or salvage shall be sold free and clear of any lien claim or demand of the Lender arising hereunder or otherwise and all proceeds of such demolition, removal and or salvage shall be the property of Borrower.

19. Right to Subdivide and Partial. So long as Borrower is not in default hereunder, Borrower shall have the right to subdivide the property and to sell individual lots or parcels resulting from such subdivision. Any such subdivision shall be accomplished in compliance with all applicable laws, rules and zoning regulations. The lien of this Deed of Trust shall continue into and be binding upon the Property notwithstanding any such subdivision. Provided, however Lender shall release any such lot sold upon payment by Borrower of eighty percent of the gross sales proceeds or any such sale. Lender's obligation to release any such lot sold by Borrower shall be limited to transactions at arms-length and where the sales price is reasonably equivalent to the fair market value of the lot or parcel being released. Any such release shall be limited to the lot so released and shall not impair the lien of this Deed of Trust as to any other Property described herein.

20. Junior Mortgage. Lender hereby acknowledges and consents to the Borrower granting a Mortgage to Alter Trading Corporation. Such Mortgage shall be recorded after and shall at all times be junior, inferior and subsequent to the lien of this Deed of Trust.

21. Borrower's Right to Suspend Payments and Pay First Mortgage and First Mortgage Note. In the event Lender defaults in the performance of any of the terms of the First Mortgage or the promissory note secured thereby (the "First Note"), Borrower shall have the right upon written notice to Lender to immediately suspend payments to Lender and to commence making such payments to the holder of the First Mortgage and the First Note. Notwithstanding any other provision of the Deed of Trust or the Note to the contrary, any suspension of payments pursuant to this section shall not constitute a default under this Deed of Trust or the Note. All payment made to

the holder of the First Mortgage and/or the First Note shall be applied as payments made under the Note. Borrower shall have the right but not the obligation to cure and default of Lender under the First Mortgage and/or the First Note with all or other performance required for such cure being deemed full performance hereof.

Lender shall immediately give notice to Borrower of any default by Borrower under the First Mortgage or First Note. Lender shall direct the holder of the First Mortgage and the First Note to give Borrower notice of any default by Lender under the First Mortgage and/or the First Note.

22. Miscellaneous Provisions.

A. Borrower Not Released. Extension of the time for payment or modification of amortization of the 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 or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Trust Deed by reason of any demand made by the original Borrower and Borrower=s successor in interest.

B. Lender=s Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Trust Deed upon any portion of the Mortgaged Property not then or heretofore released as security for the full amount of all unpaid obligations, Lender may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Lender=s options any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

C. 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 insurance of the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender=s rights to accelerate the maturity of the indebtedness secured by this Trust Deed.

D. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. The captions and headings of the paragraphs of this Trust Deed are for convenience only and are not to be used to interpret or define the provisions hereof.

E. Request for Notice. The parties hereby request that copy of any Notice of Default hereunder and a copy of any Notice of Sale hereunder be mailed to each party to this Trust Deed at the addresses set forth at the beginning of this Trust Deed. Except for any other notice required

under applicable law to be given in another manner, any notice provided for in this Trust Deed shall be given by mailing such notice by certified mail, return receipt requested, addressed to the other party, at the address set forth above.

Any notice provided for in this Trust Deed shall be effective upon mailing in the manner designated herein.

F. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Mortgaged Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Mortgaged Property.

G. Reconveyance. Upon payment of all sums secured by this Trust Deed, Lender shall request Trustee to convey the Mortgaged Property and shall surrender this Trust Deed and all notes evidencing indebtedness secured by this Trust Deed to Trustee. Trustee shall, within thirty (30) days, reconvey the Mortgaged Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

H. Conversion of Security. All right, title and interest of Borrower in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to the property, hereafter acquired by, or released to, Borrower or constructed, assembled or placed by Borrower on the Mortgaged Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further deed of trust, conveyance, assignment or other act by Borrower, shall become subject to the lien of this Deed of Trust as fully and completely, and with the same effect, as though now owned by Borrower and specifically described in the granting clause hereof, but at any and all times Borrower will execute and deliver to Trustee any and all such further assurances, deeds of trust, conveyances or assignments thereof as Trustee or Beneficiary may reasonably require for the purpose of expressly and specifically subjecting the same to the line of this Deed of Trust.

I. Governing Law. This Trust Deed shall be governed by the laws of the State of Nebraska. The provisions of this Trust Deed shall be in addition to and shall supplement the Nebraska Trust Deeds Act. If any provisions herein are in conflict with said Act, the Act controls. If any provision or clause of the Note and Trust Deed are declared to be unconstitutional or illegal, invalid or unenforceable, 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, except by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

J. Interchangeable Terms. As used herein, Trust Deed means the same as Deed of Trust; Note means the same as Trust Note or Deed of Trust Note or Promissory Note; and that said words

are used interchangeably herein. The term ATrustor@ and ABorrower@ shall include both the singular and plural, and when the Trustor and Borrower are the same person(s), those terms as used in this Trust Deed shall be interchangeable.

K. Other Documents. The undersigned may have also executed other Loan Documents simultaneously with the Trust Note and this document. The undersigned agree that said Loan Documents survive the closing, and that a default violation of any one document is a default or violation of all documents, and that as a result thereof, this Trust Deed can be foreclosed or a default can be declared.

L. Liens and Encumbrances. Borrower hereby warrants and represents that there is no default under the provisions of any mortgage, trust deed, lease or purchase contract describing all of any part of the Mortgaged Property, or other contract, instrument or agreement constituting a lien or encumbrance against all of any part of the Mortgaged Property (collectively, "Liens@), existing as of the date of this Trust Deed, and that any and all existing Liens remain unmodified except as disclosed to Lender in Borrower=s written disclosure of liens and encumbrances provided for herein. Borrower shall timely perform all of Borrower=s obligations, covenants, representations and warranties under any and all existing and future Liens, shall promptly forward to Lender copies of all notices of default sent in connection with any and all existing or future Liens, and shall not without Lender=s prior written consent in any manner modify the provisions of or allow any future advances under any existing or future Liens.

M. Application of Payments. Unless otherwise required by law, sums paid to Lender hereunder, including without limitation payments of principal and interest, insurance proceeds, and condemnation proceeds, shall be applied by Lender first, to the repayment of any advances made by Lender under the terms of any Loan Documents (as herein defined), next to late charges, next to accrued interest, and the balance of any payment shall be applied in reduction of the principal balance to the amounts due and owing from Borrower in such order as Lender in its sole discretion deems desirable.

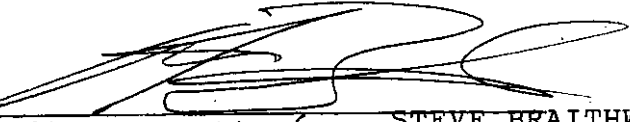
N. Easements and Covenants. If Borrower is the beneficiary of any easement or covenants, or any other agreement that affects the real estate, Trustee herein agrees that said covenants, easements, and/or agreements shall be subordinate to this Trust Deed.

O. Waiver of Marshaling and Right of Redemption. Borrower, any party who consents to this Trust Deed and any party who now or hereafter acquires a lien on the Mortgaged Property and who has actual or constructive notice of this Trust Deed hereby waives (i) any and all right to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein, and (ii) any right of redemption after sale of the Mortgaged Property under this Trust Deed.

IN WITNESS WHEREOF, the undersigned has caused this Trust Deed to be signed and delivered as of the date and year first above written.

BORROWER:

RIVERVIEW PROPERTIES, LLC, a Nebraska
limited liability company,

By: 
Its: Managing Member STEVE BRAITHWAITE

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 18 day of JANUARY 2005, before me, the undersigned, a Notary Public, personally came STEVE BRAITHWAITE, MANAGING MEMBER of Riverview Properties, LLC, a Nebraska limited liability company, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed on behalf of said limited liability company.

WITNESS my hand and seal on the date above written.



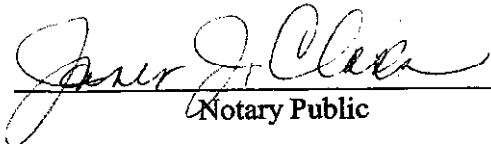

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTIONS

PARCEL 1: Part of Blocks 1 and 18, in CREDIT FONCIER, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska; together with Block 243 and part of Blocks 242, 244, 268 and 269, in the ORIGINAL CITY OF OMAHA, as surveyed and lithographed, in Douglas County, Nebraska, also together with part of Government Lot 4 in the Southwest Quarter (SW $\frac{1}{4}$) of Section 23, Township 15 North, Range 13 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, also together with part of vacated Pierce Street, Poppleton Avenue, William Street, 3rd Street, 4th Street and alleys contained within said blocks, a portion of which has been platted as QUAKER PLACE, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska, the entire parcel described as follows:

Beginning at a point 15.00 feet South of the Southwest corner of Lot 7, Block 244, said point being on the extended West line thereof; thence South 89°46'42" West (assumed bearings), for 40.44 feet, parallel with and 15.00 feet South of the South line of Lot 6, in said Block 244, to the East right-of-way line of the Burlington Northern Railroad; thence North 39°54'59" West, for 143.75 feet, along said East right-of-way line, to the West line of Lot 5, Block 244; thence North 00°31'06" East, for 48.74 feet, along said West line of Lot 5, Block 244; thence South 89°44'49" East, for 33.95 feet, parallel with and 10.00 feet North of the North line of Lot 5, Block 244; thence North 00°26'07" East, for 82.82 feet, parallel with and 32.00 feet West of the East line of Lot 4, Block 244, to the North line thereof; thence South 89°55'05" East, for 114.16 feet, along said North line of Block 244; thence North 00°32'13" West, for 130.30 feet; thence North 89°04'06" East, for 5.04 feet; thence North 00°32'17" West, for 128.08 feet, to the South property line of the Union Pacific Railroad; thence North 89°24'59" East, for 173.60 feet, along said South property line; thence South 00°35'54" East, for 61.96 feet, along said South property line; thence North 89°25'08" East, for 477.39 feet, along said South property line and the North line of Quaker Place, to the West right-of-way line of Burlington Northern Railroad's Quaker Oats Company spur line and the East line of Quaker Place; thence South 09°46'40" East, for 362.31 feet, along said West right-of-way line and the East line of Quaker Place; thence South 06°11'40" East, for 477.44 feet, along said West right-of-way line and the East line of Quaker Place, to the Southeast corner thereof; thence South 05°35'23" East, for 85.46 feet, along said West right-of-way line; thence South 06°14'47" East, for 529.18 feet, to a point 10.00 feet South of (measured perpendicular to) the South line of Lot 1, Block 18, Credit Foncier; thence North 89°58'44" West, for 125.38 feet, to the extended West line of Lot 2, in said Block 18, Credit Foncier; thence North 00°09'19" East, for 226.93 feet, along said West line extended North; thence North 89°59'00" West, for 81.91 feet, parallel with and 15.00 feet South of the South line of Lots 5 and 6, Block 1, Credit Foncier; thence North 00°10'17" East, for 341.50 feet, parallel with and 16.00 feet West of the West line of Lots 3 and 6, of said Block 1, Credit Foncier; thence South 89°59'00" West, for 64.97 feet; thence North 00°01'56" East, for 42.62 feet, to the South line of said Quaker Place; thence North 89°26'53" West, for 4.98 feet, to the most Southerly Southwest corner of said Quaker Place; thence North 00°00'41" West, for 14.99 feet, parallel with and 20.00 feet West of the West line of Lot 5, Block 269; thence North 89°45'03" West, for 308.44 feet, along the South line of said Block 268 and the Easterly extension thereof; thence North 27°43'42" West, for 74.80 feet, to the West line of said Block 268; thence South 89°40'25" East, for 66.01 feet, to the West line of Lot 6, Block 268; thence North 00°05'06" East, for 302.84 feet, along the West line of Lots 3 and 6, Block 268 and the Northerly extension thereof, to the South line of said Quaker Place; thence North 88°18'24" West, for 85.62 feet, along said South line, to the Southwest corner thereof; thence South 89°26'39" West, for 64.84 feet; thence North 00°18'08" West, for 162.95 feet, along a line 15.00 feet East of and parallel to the East line of Lot 8, of said Block 244; thence South 89°59'46" West, for 4.63 feet, to an existing building corner; thence South 88°55'18" West, for 10.40 feet, along said building line, to the extended East line of Lot 1, in said Block 244; thence South 00°19'14" East, for 5.64 feet, along said extended East line of Lot 1; thence North 89°52'38" West, for 131.70 feet, parallel with and 10.00 feet North of the North line of Lots 7 and 8, Block 244; thence South 00°14'57" East, for 157.11 feet, along the West line of said Lot 7, Block 244, to the Point of Beginning.

PARCEL 2: Part of Lots 1 and 2, in Block 267, in the ORIGINAL CITY OF OMAHA, as surveyed and lithographed, in Douglas County, Nebraska, together with the vacated West 20.00 feet of 4th Street abutting said Lot 1, the entire parcel described as follows: - 03-80000

Beginning on the extended North line of said Lot 1, 20.00 feet East of the Northeast corner thereof; thence South $00^{\circ}24'20''$ East (assumed bearings), for 132.06 feet, along a line parallel with and 20.00 feet East of the East line of said Lot 1, to the North line of the East-West 20.00 foot public alley in said Block 267; thence North $89^{\circ}44'37''$ West, for 43.59 feet, along said North line, to the East right-of-way line of the Burlington Northern Railroad; thence North $32^{\circ}48'50''$ West, for 157.15 feet, along said East right-of-way line, to the South right-of-way line of Pierce Street; thence South $89^{\circ}54'11''$ East, for 127.82 feet, along said South right-of-way line, to the Point of Beginning.

PARCEL 3: Part of Lot 8, in Block 267, in the ORIGINAL CITY OF OMAHA, as surveyed and lithographed, in Douglas County, Nebraska, described as follows: - 03-80000

Beginning at the Northeast corner of said Lot 8; thence South $01^{\circ}10'12''$ West (assumed bearings), for 17.63 feet, along the East line of said Lot 8, to the East right-of-way line of the Burlington Northern Railroad; thence North $32^{\circ}17'06''$ West, for 20.69 feet, along said East right-of-way line, to the North line of said Lot 8; thence North $89^{\circ}19'02''$ East, for 11.41 feet, to the Point of Beginning.

PARCEL 4: Lots 1 and 2 and part of Lots 3 and 4, in Block 2, in CREDIT FONCIER, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with the West 15.00 feet of vacated 3rd Street abutting said Lot 1, the entire tract described as follows: - 25-08180

Beginning at a point 15.00 feet East of the Northeast corner of said Lot 1 on the extended North line thereof; thence South $00^{\circ}10'48''$ West (assumed bearings), for 132.08 feet, along a line 15.00 feet East of and parallel to the East line of said Lot 1, to the extended South line thereof; thence North $89^{\circ}47'15''$ West, for 159.53 feet, along the South line of said Lots 1, 2 and 3, to the East right-of-way line of the Burlington Northern Railroad; thence North $32^{\circ}11'08''$ West, for 156.64 feet, along said East right-of-way line, to the North line of said Lot 4; thence South $89^{\circ}44'48''$ East, for 243.38 feet, along the North line of said Lots 1, 2, 3 and 4, and the Easterly extension thereof, to the Point of Beginning.

PARCEL 5: Part of Lots 7 and 8, in Block 2, in CREDIT FONCIER, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with the West 15.00 feet of vacated 3rd Street abutting said Lot 8, also together with the North 15.00 feet of vacated William Street from the East right-of-way line of the Burlington Northern Railroad to a line 15.00 feet East of the East line of said Lot 8, the entire tract described as follows: - 25-08180

Beginning at a point 15.00 feet East of the Northeast corner of said Lot 8 on the extended North line thereof; thence South $00^{\circ}11'04''$ West (assumed bearings), for 146.99 feet, parallel with and 15.00 feet East of the East line of said Lot 8, to a point 15.00 feet South of the South line of said Lot 8; thence North $89^{\circ}47'15''$ West, for 57.41 feet, parallel with and 15.00 feet South of the South line of said Lot 8, to the East right-of-way line of the Burlington Northern Railroad; thence North $31^{\circ}08'32''$ West, for 172.27 feet, along said East right-of-way line, to the North line of said Lot 7; thence South $89^{\circ}44'17''$ East, for 146.98 feet, to the Point of Beginning.

PARCEL 6: Part of Lots 3, 4, 5, 6 and 7, Block 438, and Lots 6, 7, 8, 9, 10 and part of Lots 4, 5 and 11, Block 433, and Lots 7 and 8 and part of Lots 6, 9 and 10, Block 430, and part of Lots 7 and 8, Block 429, all in GRANDVIEW, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with part of Lots 4 and 5, Block 270, in the ORIGINAL CITY OF OMAHA, as surveyed and lithographed, in Douglas County, Nebraska, also together with part of Tax Lot 1 in the Northwest Quarter (NW $\frac{1}{4}$) of Section 26, Township 15 North, Range 13 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, also together with part of vacated Poppleton Avenue, William Street and Woolworth Avenue and all vacated alleys abutting the above Lots and Blocks, the entire tract described as follows: - 25-14120

NEW 01-60000
SE NW

Beginning at a point on the East right-of-way line of 2nd Street, being 100.00 feet South of the South right-of-way line of Pierce Street, as extended East from Block 267, Original City of Omaha, as surveyed and lithographed, in Douglas County, Nebraska; thence South $16^{\circ}25'36''$ East (assumed bearings), for 116.24 feet, to a point 75 feet West of (measured perpendicular to) the center line of the original Missouri River levee of the East Omaha Drainage District and the West line of the Levee easement; thence along a curve to the right (having a radius of 3,744.72 feet and a long chord bearing South $15^{\circ}41'47''$ East, for 140.90 feet), for an arc length of 140.91 feet, to a point 75 feet West of (measured radially to) the centerline of said Levee; thence South $17^{\circ}32'18''$ East, for 74.43 feet, to a point 70 feet West of (measured perpendicular to) the center line of said Levee; thence South $13^{\circ}39'03''$ East, for 792.74 feet, to a point 15.00 feet South of the North line of Block 438, Grandview, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska, said point being 70 feet West of (measured perpendicular to) the center line of said Levee; thence South $89^{\circ}21'55''$ West, for 229.55 feet, parallel with and 15.00 feet South of said North line, to the center line of the Burlington Northern Railroad's Quaker Oats Company spur line; thence North $06^{\circ}03'21''$ West, for 130.63 feet, to a point 6.00 feet West of (measured perpendicular to) said center line; thence North $06^{\circ}08'38''$ West, for 363.41 feet, parallel with and 6.00 feet West of said center line, to the East right-of-way line of 2nd Street; thence North $00^{\circ}09'43''$ East, for 599.79 feet, to the Point of Beginning.

- PARCEL 7: Easement Rights for a Private Roadway in instrument dated March 6, 1959 and recorded April 3, 1959, in Book 340 at Page 489 of the Miscellaneous Records of Douglas County, Nebraska.
- PARCEL 8: Easement Rights for pedestrian and vehicular ingress and egress as contained in instrument dated December 8, 1999 and recorded December 10, 1999, in Book 1319 at Page 606 of the Miscellaneous Records of Douglas County, Nebraska.