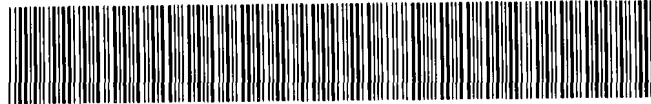


MTG 2011036177



APR 26 2011 15:06 P 8

Handwritten notes: "mtg 8/40 B"

Handwritten form: FEE 60.00 FB See attached, BKP 26-1573 C/O 186, DEI, SCAN, FV

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
4/26/2011 15:06:18.04



2011036177

After recording return to: Lieben, Whitted, Houghton, Slowiaczek and Cavanagh, P.C., L.L.O 2027 Dodge St. Omaha, NE 68102

DEED OF TRUST

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS ("Deed of Trust") is executed effective April 22, 2011, by and between the following:

TRUSTOR: RIVERVIEW PROPERTIES, LLC, a Nebraska limited liability company 300 Pierce Omaha Nebraska 68108.

TRUSTEE: WARREN R. WHITTED, JR., a member of the Nebraska State Bar Association 2027 Dodge Street, Omaha, NE 68102

BENEFICIARY: OTC TRANSPORTATION SERVICES, INC, a Nebraska Corporation 310 Pierce Street. Omaha, Ne 68108

PREAMBLE:

Borrower is indebted to the Lender for all loans advanced by the Lender up to the aggregate principal sum of Three Hundred and Fifty Thousand and No/00 Dollars (\$350,000.00) evidenced by the following promissory note:

- (a) Promissory Note in the amount of Four Hundred and Fifty Thousand and no/00 Dollars (\$450,000.00) dated April 22, 2011.

(All of the referenced promissory notes are referred to in this Deed of Trust as the "Notes"). The promissory notes secured by this Deed of Trust include any renewals, extensions, substitutions and amendments of such Notes, payable in accordance with the terms of the Notes.

CONVEYANCE:

For value received, Borrower irrevocably grants, transfers, and conveys to Trustee, in trust, with **POWER OF SALE**, the following described real estate located in Omaha, Douglas County, Nebraska:

See Exhibit "A" attached hereto and by this reference made a part hereof

together with (i) all buildings, structures, additions, enlargements, modifications, repairs, replacements, and improvements now or hereafter located thereon, (ii) all equipment, machinery and fixtures (including, without limitation, all lighting, heating, ventilating, cooling, air conditioning, sprinkling and plumbing fixtures, water and power systems, engines, boilers, ranges, ovens, dishwashers, mirrors and mantels, decorative moldings,

carpeting and other floor coverings, furnaces, oil burners, elevators and motors, refrigeration plants or units, communication systems, dynamos, transformers, electrical equipment, storm and screen windows, doors, awnings and shades) now or hereafter attached to, or built in, any building or improvement now or hereafter located hereon, (including, without limitation, proceeds of insurance and condemnation awards), all of which is hereinafter collectively called the "Property".

PURPOSE OF SECURING:

This conveyance of Property to the Trustee is made for the purpose of securing each and every of the following:

- (a) payment of all sums due on the Notes;
- (b) payment of any late charges, prepayment charges or other charges owed by borrower to lender on the Notes

TITLE:

Borrower covenants that Borrower is lawfully seized of the real estate hereby conveyed and possesses the right to grant and convey the Property, that the Property is unencumbered except restrictions and easements of record, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

TERMS AND CONDITIONS:

Borrower and Lender covenant and agree as follows:

1. Payment. Borrower shall promptly pay when due the principal, interest and late charges as provided in the Notes, and any advances by Lender secured by this Deed of Trust.
2. Construction and Improvements. Borrower shall complete in good and workmanlike manner any improvements, repairs, or renovation of the Property and pay all costs and liabilities incurred.
3. Taxes and Liens. Borrower shall pay all taxes, assessments, and other charges against the Property and attributable to the Property. Borrower will keep the Property free from all liens and encumbrances.
4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards, included within the term "extended coverage," and such other hazards as Lender may require and in an amount at least equal to the balance due on the Notes and for such periods as Lender may require.
5. Maintenance of Property and Leases. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of its lease. Borrower shall faithfully perform all of the covenants of the Lessor or Landlord under any present or future leases entered into with regard to the Property.
6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, the Loan Agreement or any Security Documents, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearance, disburse

such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Notes unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may enter upon and inspect the Property, provided that Lender shall give Borrower notice prior to any inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender to the extent of any debt owed to Lender by Borrower.

9. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust 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.

10. 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. Time, procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust by reason of such default.

11. Time of the Essence. Time is of the essence to all of Borrower's obligations and duties under this Deed of Trust and related agreements.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Captions. 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 Deed of Trust are for convenience only and are not to be used to interpret or define the provisions of this Deed of Trust.

14. Notice. Except for any notice required under applicable law to be given in another manner, any notice to Borrower or Lender provided for in this Deed of Trust may be given by mailing such notice by United States Mail, (registered or certified), postage prepaid, addressed to the address designated. Notice shall be deemed given two days after mailing. As an alternative, notice may be given by facsimile reproduction sent to either Borrower or Lender or by personal delivery of notice or by overnight messenger delivery.

15. Transfer of the Property. If all or any part of the Property or any interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding the grant of any leasehold interest, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration. Such notice shall provide a period of not less than one month from the date the notice is given within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on borrower, invoke any remedies.

16. Events of Default. Each of the following occurrences shall constitute an event of default ("Event of Default"):

(a) Borrower shall fail to pay when due any principal, interest, or other charges on the Notes or shall fail to pay any obligations due by reason of this Deed of Trust;

(b) Trustor shall: (i) file a petition pursuant to the federal Bankruptcy Code or any similar law; (ii) be adjudged bankrupt or declared insolvent; (iii) make an assignment for benefit of creditors; (iv) admit in writing inability to pay debts as they become due; or (v) consent to appointment of a receiver of all or any part of the Property;

17. Acceleration of Debt; Foreclosure. Upon the occurrence of any Event of Default, or any time thereafter, Lender may, at its option, declare all the loans secured hereby immediately due and payable and the same shall bear interest at the Default Rate, as defined in the Loan Agreement, and, irrespective of whether Lender exercises said option, it may, at its option and in its sole discretion, without any further notice or demand to or upon Borrower, do one or more of the following:

(a) Lender may bring any action in any court of competent jurisdiction to foreclose this Deed of Trust or enforce any of the covenants hereof.

(b) Lender may elect to cause the Property or any part thereof to be sold under the power of sale, and in such event, Lender or Trustee shall give such notice of default and notice of sale as may be then required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, Trustee, at the time and place specified by the notice of sale, shall sell such Property, or any part thereof specified by Lender, at public auction to the highest bidder. Lender may bid at the sale. Upon receipt of payment of the price bid, Trustee shall apply the proceeds in the following order: (i) to the cost and expenses of exercising the power of sale and of the sale, including but not limited to, trustee's fees actually incurred not exceeding one-half of one percent (0.5%) of the entire unpaid principal balance, and reasonable attorneys' fees and expenses, (ii) payment of the Notes, and (iii) the excess, if any, to the person or persons legally entitled thereto.

All costs and expenses incurred by Lender in enforcing any right under this Deed of Trust, including without limitation, abstractor title fees, appraisal fees, premiums for title insurance, attorney fees and court costs, shall be and constitute debt under the Loans secured hereby.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, if the power of sale is to be exercised, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued, if, at any time within two months in the case of agricultural land or within one month in the case of all other real estate, of the filing for record of notice of default under this Trust Deed (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Notes had no acceleration occurred; Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies, including, but not limited to, Trustee fees of one-half of one percent (0.5%) of the payments then due and reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust

shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Duties of Trustee. Borrower agrees that:

(a) Duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust and Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants shall be imposed upon Trustee;

(b) No provision of this Deed of Trust shall require Trustee to expend or risk its own funds, or otherwise incur any financial obligation in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers;

(c) Trustee may consult with counsel of its own choosing and the advice of such counsel shall be full and complete authorization and protection in the respect of any action taken or suffered by it hereunder in good faith and reliance thereon; and

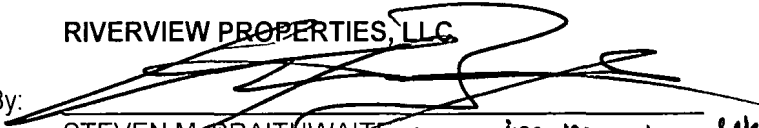
(d) Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within its discretion or rights or powers conferred upon it by this Deed of Trust.

20. Future Advances. Upon request of Borrower, Lender, at Lender's option, prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

21. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the 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.

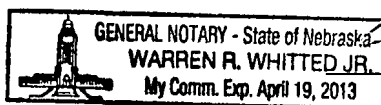
22. Request for Notice. Borrower and Bank request that any notice of default or sale be sent to it at the address indicated.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

RIVERVIEW PROPERTIES, LLC
By: 
STEVEN M. BRAITKWAITE, managing member *ek*

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me, a Notary Public, this 25 day of April, 2011, by STEVEN M. BRAITKWAITE, managing member of River view Properties, LLC. *ek*




Notary Public

Legal Description

Parcel 2

23-31620

25-08180

That part of Blocks 1 and 18, CREDIT FONCIER, TOGETHER WITH part of Lot 1, QUAKER PLACE all being subdivisions, as surveyed, platted and recorded in Douglas County, Nebraska, AND ALSO TOGETHER WITH part of vacated Pierce Street, Poppleton Avenue, Williams Street, 3rd Street, and vacated alleys contained within said blocks, the entire parcel described as follows:

Beginning at a 5/8" solid bar at the intersection of the centerline of the vacated east-west alley in said Block 18 with the southerly extension of the west line of Lot 2 said Block 18;

Thence North 02°10'42" West (assumed bearings) for 226.89 feet along the west line of said Lot 2, Block 18 extended north to a star drill hole at the south line of the vacated north 15.00 feet of Williams Street;

Thence South 87°43'38" West for 81.92 feet along said south line parallel with and 15.00' south of the south line of Lots 5 and 6, said Block 1, to a 5/8" solid bar;

Thence North 02°07'55" West for 341.29 feet parallel with and 16.00 feet west of the west line of Lots 3 and 6, said Block 1, to a 1" solid bar at the center line of vacated Poppleton Avenue;

Thence South 87°44'00" West for 65.06 feet along said center line to a star drill hole;

Thence North 02°14'51" West for 42.66 feet to the south line of said QUAKER PLACE;

Thence South 88°16'42" West for 4.98 feet along said south line to a 4" brass cap at the most southerly southwest corner of said QUAKER PLACE;

Thence North 02°17'52" West for 14.94 feet along the west line of said QUAKER PLACE to a 4" brass cap at the north right of way line of Poppleton Avenue;

Thence South 87°56'21" West for 44.95 feet along said right of way line;

Thence North 02°10'31" West for 316.04 feet to a survey spike with washer stamped LS 692 that is 15.00 feet west of the west rail of the east track of the Quaker Oaks spur line;

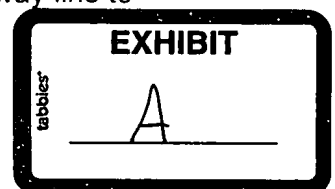
Thence along a line parallel with and 15.00 feet west of said rail the following four (4) courses;

1. Thence North 48°31'25" West for 91.35 feet;
2. Thence along a curve to the right (having a radius of 725.30 feet and a long chord bearing North 44°16'45" West for 59.26 feet) for an arc length of 59.28 feet to a survey spike with washer stamped LS 692;
3. Thence along a curve to the right (having a radius of 300.10 feet and a long chord bearing North 26°46'32" West for 168.93 feet) for an arc length of 171.24 feet to a survey spike with washer stamped LS 692;
4. Thence North 10°25'43" West for 238.22 feet to the south right of way line of the Union Pacific Railroad and the north line of said QUAKER PLACE;

Thence North 87°05'33" East for 349.77 feet along said right of way line to west right of way of the Burlington Northern Railroad and the northeast corner of said QUAKER PLACE;

Thence South 12°06'15" East for 362.31 feet along said right of way line and the east line of said QUAKER PLACE;

Thence South 08°31'16" East for 477.44 feet continuing along said right of way line to



the southeast corner of said QUAKER PLACE;

Thence South 07°53'43" East for 85.46 feet continuing along said right of way line;

Thence South 08°04'53" East for 296.66 feet continuing along said right of way;

Thence along a curve to the left (having a radius of 5701.78 feet and a long chord bearing South 09°12'26" East for 232.55 feet) for an arc length of 232.56 feet continuing along said right of way line to the center line of said vacated east-west alley in said Block 18;

Thence South 87°43'02" West for 125.40 feet along said center line to the Point of Beginning.

Contains 8.150 acres as field measured.

Note: All corners are a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS 692 unless otherwise noted.

January 11, 2011

LAMP, RYNEARSON & ASSOCIATES, INC.

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Legal Description

Parcel 7

25-14120

03-80000

01-60000

That part of Lots 3, 4, 5, 6, and 7, Block 438, all of Lots 6, 7, 8, 9, and 10, and part of Lots 4, 5, and 11, Block 433, all of 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 GRAND VIEW, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, TOGETHER WITH that part of lots 4 and 5, Block 270, ORIGINAL CITY OF OMAHA, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, ALSO TOGETHER WITH that part of Tax Lot 1, in the Northwest Quarter of Section 26, Township 15 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, AND ALSO TOGETHER WITH part of vacated Poppleton Avenue, Williams Street, Woolworth Street, and vacated alleys abutting the above Lots, and Blocks, the entire parcel is described as follows:

Beginning at a star drill hole at the east right of way line of 2nd Street being 100.70 feet south of the south right of way line of Pierce Street as extended east from Block 269, ORIGINAL CITY OF OMAHA, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence South 18°46'31" East (assumed bearings) for 116.35 feet to 1" pinched top pipe 75.00 feet west of (measured perpendicular to) the centerline of the original Missouri River Levee of the East Omaha Drainage District;

Thence along a curve to the right (having a radius of 3744.72 feet and a long chord bearing South 17°59'35" East for 140.79 feet) for an arc length of 140.80 feet to a 1" pinched top pipe 75.00 feet west of (measured radially to) the center line of said Levee;

Thence South 20°04'30" East for 74.64 feet to a star drill hole 70.00 feet west of (measured perpendicular to) the center line of said Levee;

Thence South 15°57'57" East for 792.51 feet to a 3/4" brass stem being 15.00 feet south of the north line of said Lot 3, Block 438, said point being 70.00 feet west of (measured perpendicular to) the center line of said Levee;

Thence South 87°01'34" West for 229.21 feet parallel with and 15.00 feet south of the north line of said Lots 3 through 7 extended to a survey spike with washer stamped LS 692;

Thence North 08°24'16" West for 130.63 feet;

Thence North 08°29'33" West for 363.41 feet to the east right of way line of 2nd Street;

Thence North 02°11'12" West for 599.79 feet along said east line to the Point of

Beginning.

Contains 3.385 square feet as field measured.

Note: All corners are a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS 692 unless otherwise noted.

January 11, 2011

LAMP, RYNEARSON & ASSOCIATES, INC.

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