

COPY

187

DEED OF TRUST AND SECURITY AGREEMENT

MADE BY

CROWELL MEMORIAL HOME
a Nebraska nonprofit corporation,
as Trustor

TO

WASHINGTON COUNTY BANK
Blair, Nebraska
a banking corporation duly organized and validly existing
under and by virtue of the laws of the State of Nebraska,
as Trustee

This Deed of Trust is made under the laws of the State of Nebraska.

This Deed of Trust constitutes a fixture filing under Section 9-401 of the Uniform
Commercial Code of the State of Nebraska.

STATE OF NEBRASKA (COUNTY OF WASHINGTON) SS 4488
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 5th DAY OF October A.D. 1993
AT 2:15 O'CLOCK P.M. AND RECORDED IN BOOK
221 AT PAGE 187-203
COUNTY CLERK Charlotte L. Petersen
DEPUTY Sharon Madison

ALG 61189.2

93 OCT -5 PM 2:15
CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEB

FILED

187

ACKNOWLEDGMENT

The undersigned, as Trustor, hereby acknowledges and understands that (a) the attached Deed of Trust and Security Agreement dated October 5, 1993 ("Deed of Trust") which is to be executed by the Trustor is a trust deed and not a mortgage and (b) the power of sale provided for in the Deed of Trust provides substantially different rights and obligations to the Trustor than a mortgage in the event of a default or breach of obligation. The undersigned further acknowledges that this Acknowledgment was made prior to the execution of the Deed of Trust.

"TRUSTOR"

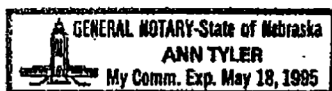
CROWELL MEMORIAL HOME
A Nebraska nonprofit corporation

Dated: October 5, 1993
at 9:45 o'clock A.m.

By: Robert Blobaum
Treasurer

STATE OF NEBRASKA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 5th day of October, 1993, by Robert Blobaum, Treasurer of Crowell Memorial Home, a Nebraska nonprofit corporation.



By: Ann Tyler
Notary Public

THIS DEED OF TRUST AND SECURITY AGREEMENT dated as of October 5, 1993, made by CROWELL MEMORIAL HOME ("Trustor"), a nonprofit corporation duly organized and in good standing under the laws of the state of Nebraska ("State" or "Governing Jurisdiction") to WASHINGTON COUNTY BANK, Blair, Nebraska, a banking corporation duly organized and validly existing under and by virtue of the laws of the State of Nebraska ("Trustee") for the benefit of Washington County Bank, Blair, Nebraska, in its capacity as lender under the Pledge Agreement hereinafter identified and referred to ("Beneficiary").

W I T N E S S E T H :

WHEREAS, Hospital Authority No. 1 of Washington County, Nebraska ("Authority"), a public corporation and body politic organized and validly existing under the laws of the State, has agreed to issue its Health Care Facilities Revenue Note (Crowell Memorial Home Project) Series 1993 (the "Note") in accordance with the provisions of the Nebraska Hospital Authorities Act, Sections 23-3579 et seq., R.R.S. Neb. 1943, as amended (the "Act") pursuant to a Loan Agreement dated concurrently herewith (the "Loan Agreement") between the Authority and the Trustor and the proceeds from the sale of which Note are to be loaned by Authority to Trustor to provide the funds necessary to (1) finance the acquisition, purchase, construction, installation and completion of certain additions and improvements to the nursing home facilities owned and operated by Trustor on the Premises (hereinafter defined) and (2) pay costs incident to issuance of the Note, the Authority and the Beneficiary having entered into a Pledge Agreement dated concurrently herewith (the "Pledge Agreement") pursuant to which the Authority has granted to the Beneficiary, in order to secure the Note, a security interest in substantially all of the Authority's right, title and interest in and to the Loan Agreement.

In consideration of the foregoing and other good and valuable consideration; Trustor hereby irrevocably grants and conveys to Trustee, IN TRUST, WITH POWER OF SALE and right of entry and possession, all of Trustor's estate, right, title and interest in, to and under, and grants to Beneficiary, to the extent of Trustor's estate, right, title and interest, a security interest in, any and all of the following described property, which is (except where the context otherwise requires) herein collectively called the "Property," and any proceeds, products, accessories, rents, profits, replacements, and substitutions thereof or thereto, including:

(A) The parcel(s) or tract(s) of real estate described in Exhibit A hereto (the "Premises"), together with all of the easements, rights, privileges, franchises and appurtenances belonging or in any way pertaining thereto whatsoever, either at law or in equity;

(B) All structures, buildings, fixtures and improvements of every kind and description now or at any time hereafter located on or used in connection with the Premises and any replacements thereof or additions thereto (collectively, the "Improvements");

(C) All fixtures and items of personal property as follows: (i) all heating, plumbing and lighting apparatus, elevators and motors, engines and machinery, electrical equipment, incinerator apparatus, air-conditioning apparatus, water and gas apparatus, pipes, water heaters, refrigerating plant and refrigerators, water softeners, carpets, carpeting, storm windows and doors, window screens, screen doors, storm sash, window shades or blinds, awnings, locks, fences, trees, shrubs, and all other fixtures, equipment and personal property of every kind and nature whatsoever now or hereafter owned by Trustor and attached or affixed to the Premises or the Improvements, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing; (ii) all fixtures and appurtenances now or hereafter belonging, attached or in any way pertaining to the Premises or the Improvements; and (iii) any and all machinery, equipment and furniture now owned or hereafter acquired by Trustor and either purchased, financed or refinanced with the proceeds of the Note or now or hereafter located on or in or used or intended to be used in connection with the Improvements (collectively, the "Personal Property"), and all proceeds of the foregoing. If the lien of this Deed of Trust on any fixtures or Personal Property be or become subject to a lease agreement, conditional sale agreement or chattel mortgage covering such property, then all the rights, title and interest of the Trustor in and to any and all deposits made thereon or therefor are hereby assigned to the Trustee, together with the benefit of any payments now or hereafter made thereon;

(D) All of the Pledged Revenues of Trustor as defined, described and referred to in Exhibit B hereto (the "Pledged Revenues");

(E) All right, title and interest of Trustor in and to all streets, roads and public places, opened or proposed, and all easements and rights of way, public or private, tenements, hereditaments, rights and appurtenances, now or hereafter used in connection with, belonging or appertaining to, the Premises; and

(F) All proceeds (including claims and demands therefore) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards.

FOR ALL PURPOSES HEREOF, words and phrases defined in either the Loan Agreement or the Pledge Agreement shall have the same meaning in this Deed of Trust, such definitions being hereby incorporated herein and made a part hereof.

ARTICLE I

COVENANTS OF TRUSTOR

Trustor covenants, warrants and agrees to and with Beneficiary and Trustee as follows:

1.01 Warranty of Title. Trustor is lawfully seized of the Property hereby conveyed, has the right to grant and convey the Property, and Trustor has good and marketable title to the Property subject to no lien, charge or encumbrance except such

as are listed as exceptions to title in the title policy or policies, if any, insuring the lien of this Deed of Trust issued by a title company or companies not reasonably objected to by Beneficiary; Trustor owns, or upon acquisition thereof, will own the Personal Property free and clear of liens and claims; and this Deed of Trust is and will remain a valid and enforceable first lien on the Property subject only to the exceptions referred to above. Trustor has full power and lawful authority to grant, assign, transfer and mortgage its interest in the Property in the manner and form hereby done or intended. Trustor will preserve its interest in, and title to, the Property and will forever warrant and defend the same to Trustee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever. Trustor shall promptly and completely observe, perform, and discharge each and every obligation, covenant and agreement affecting the Property whether the same is prior and superior or subject and subordinate hereto.

1.02 Further Assurances. Trustor shall, at its own cost and without expense to Trustee or Beneficiary, promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, confirmations, instruments or further assurances and consents as Beneficiary may deem to be necessary or proper in order to effectuate, perfect, evidence or protect the lien, covenants and agreements created by or contained in this Deed of Trust and shall cause to be timely and properly filed, registered or recorded any existing documents or instrument of further assurance necessary to fully protect the lien of this Deed of Trust. Trustor shall pay all costs and expenses, including recording fees and taxes, incident to the execution and filing, registration and/or recording of this Deed of Trust and any instrument of further assurance.

1.03 Insurance. Trustor will keep the Property insured as contemplated by the Loan Agreement.

1.04 Condemnation. Trustor, upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property or any portion thereof or knowledge of any casualty damage to the Property or damage of any other kind, will immediately notify Beneficiary. All compensation, awards, proceeds, damages, claims, rights of action and payments to which Trustor may become entitled shall be applied as provided in the Agreement.

1.05 Taxes, Assessments, and Charges.

(a) Trustor will pay when due all real estate taxes, personal property taxes, special assessments, assessments, charges, fines and impositions, if any, imposed upon, assessed against or otherwise relating to the Property or any part thereof, and any leasehold payments or ground rents, if any, as provided in the Agreement.

(b) Trustor will pay when due all lawful claims and demands of mechanics, materialmen, laborers, and others which might result in the creation of a lien on the Property.

1.06 Conversion of Security. All right, title and interest of Trustor in and to all extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Property, hereafter acquired by, or released to, Trustor or constructed, assembled or placed by Trustor on the Premises, 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 Trustor, 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 Trustor and specifically described in the granting clause hereof, but at any and all times Trustor 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 lien of this Deed of Trust.

1.07 Security Agreement and Financing Statement. To the extent allowed by the Nebraska Uniform Commercial Code, as amended from time to time, this Deed of Trust shall be self-operative and constitute a Security Agreement and a Financing Statement, with respect to the Pledged Revenues and the Personal Property, together with any proceeds thereof or accessions thereto; provided, however, Trustor hereby agrees to execute and deliver on demand and hereby irrevocably constitutes and appoints Beneficiary the attorney-in-fact of Trustor, to execute, deliver and, if appropriate, to file with the appropriate filing officer or office such security agreements, financing statements or other instruments as Beneficiary may request or require in order to impose or perfect the lien or security interest hereof more specifically thereon. This Deed of Trust shall be self-operative. This Deed of Trust is to be filed for record in the real property records for Washington County, Nebraska, to serve as a Financing Statement as indicated herein. For purposes of the Financing Statement, Trustor is the Debtor and the Beneficiary is the Secured Party.

1.08 Pledge of Pledged Revenues, Etc.

(a) The Pledged Revenues are hereby pledged to Beneficiary as security for the payment of all sums payable under the Loan Agreement, and of all other sums payable under this Deed of Trust. The terms and conditions of this pledge are to be determined by the terms and conditions of the Loan Agreement.

(b) The Trustor will not, except in the ordinary and usual course of business, execute an assignment of any of its right, title or interest in any of its general intangibles, or in any other manner impair the value of the Property or the security of this Deed of Trust.

(c) Trustor will not execute any lease of all or a substantial portion of the Property other than in the manner, if any, permitted by the Loan Agreement, and will at all times promptly and faithfully perform, or cause to be performed, all of the covenants, conditions and agreements contained in all leases of the Property now or hereafter existing, on the part of the lessor thereunder to be kept and performed.

1.09 Impositions. Trustor shall pay all reasonable costs, fees and expenses of Trustee, its agents and legal counsel in connection with the performance of its duties hereunder; and Trustor shall pay all taxes (except federal and state income taxes) and any other governmental charges or impositions imposed by any governmental authority or Trustee or Beneficiary by reason of their interests in the Agreement, the Bonds or this Deed of Trust.

1.10 Subrogation. Beneficiary shall be subrogated for the full amount, notwithstanding their release of record at a discount, to any construction, mechanic's or vendor's lien or liens, superior titles, mortgages, deeds of trust, liens, encumbrances, rights, equities and charges of all kinds heretofore or hereafter existing on the Property to the extent that the same are paid or discharged from the proceeds of the loan evidenced by the Loan Agreement and the Note.

1.11 Release of Liability or Performance. Without affecting the liability of Trustor or of any other person who is or shall become bound by the terms of this Deed of Trust or who is or shall become liable for the performance of any obligation secured hereby, Beneficiary may, in such manner, upon such terms and at such times as it deems best and without notice or demand, release any party now or hereafter liable for the performance of any such obligation, extend the time for such performance, accept additional security therefor, and alter, substitute or release any property securing such performance. No exercise or nonexercise by Beneficiary of any of its rights under this Deed of Trust, no dealing by Beneficiary with any person, firm or corporation and no change, impairment, loss or suspension of any right or remedy of Beneficiary shall in any way affect any of the obligations of Trustor hereunder or any security furnished by Trustor, or give Trustor any recourse against Beneficiary.

1.12 Deed of Trust Secures An Obligation. This Deed of Trust is executed by Trustor to secure the performance of the obligation contained in the Hospital Authority No. 1 of Washington County, Nebraska, Health Care Facilities Revenue Note (Crowell Memorial Home Project), Series 1993, dated October 5, 1993, due Washington County Bank from Hospital Authority No. 1 of Washington County, Nebraska pursuant to R.R.S. 76-1002(a)(d).

ARTICLE II

EVENTS OF DEFAULT

The following shall each constitute an event of default ("Event of Default") hereunder:

2.01 Observance and Performance of Agreement.

(a) The failure by Trustor in the due, prompt and complete observance and performance of any payment, obligation, material covenant, material warranty, material representation or agreement contained in this Deed of Trust, subject to any curative provisions contained herein, if any, and, if no curative provisions are

provided, then for a period of thirty (30) days after written notice to Trustor from the Beneficiary specifying the nature thereof (or within such additional period, if any, as may be reasonably required to cure such default if it is of such nature that it cannot be cured within said thirty-day period, provided that Trustor commences curative or corrective action within such thirty-day period and diligently pursues such action until the failure of observance or performance is cured or corrected).

(b) The occurrence of an Event of Default (as defined in the Loan Agreement) under the Loan Agreement.

2.02 Appointments. The appointment pursuant to an order of a court of competent jurisdiction of a trustee, receiver or liquidator of Trustor or of the Property or any part thereof.

2.03 Transfer or Sale of Property. The sale, assignment, conveyance, transfer, disposition or further encumbering of the Property, or any part thereof, or any interest therein, either voluntarily, involuntarily or by operation of law, or any agreement so to do, except (a) in the ordinary and usual course of business, or (b) as provided in, or as permitted by, the Loan Agreement.

ARTICLE III

REMEDIES

Upon the occurrence of any Event of Default, Trustee and Beneficiary shall have the following rights and remedies:

3.01 Acceleration. Subject to the provisions of the Agreement and of Sections 76-1006 and 76-1012, R.R.S. Neb. 1943, as amended, Beneficiary may, without notice, declare sums secured by this Deed of Trust to be due and payable immediately, and said sums shall thereupon become and be immediately due and payable without presentment, demand, protest or notice of any kind.

3.02 Beneficiary Powers. Trustor shall pay Beneficiary interest on all sums expended by Trustee in connection herewith. Beneficiary, in accordance with the terms of this Deed of Trust, shall accrue interest as provided in the Indenture and the Agreement. Irrespective of whether Beneficiary exercises the option provided in Section 3.01 above, Beneficiary in person or by agent may, without any obligation so to do and without notice or demand upon Trustor and without releasing Trustor from any obligation hereunder: (i) make any payment or do any act which Trustor has failed to make or do; (ii) enter upon, take possession of, manage and operate the Property or any part thereof; (iii) exclude or evict Trustor from the Property; (iv) make or enforce, or, if the same be subject to modification or cancellation, modify or cancel any leases of the Property, or any part thereof, upon such terms or conditions as Beneficiary deems proper; (v) obtain and evict tenants, and fix or modify rents, make repairs and alterations, and do any acts which Beneficiary deems proper to protect the security hereof; and (vi) with or without taking possession, in its own name or in the name of Trustor, sue for or

operation and collection. Upon request of Beneficiary, Trustor shall assemble and make available to Beneficiary at the Premises any of the Property which has been removed therefrom. The entering upon and taking possession of the Property, the collection of any Pledged Revenues and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any notice of default hereunder or invalidate any act done pursuant to any such notice. Trustee or Beneficiary shall be entitled, at their election and without notice, to the appointment of a receiver or receivers for the Property; provided, however, that any of the actions referred to in this Section 3.02 may be taken by Beneficiary, either in person or by agent, with or without bringing any action or proceeding, or by receiver, and any such action may also be taken without regard to the adequacy of the security for the indebtedness hereby secured. Further, Beneficiary, at the expense of Trustor, either by purchase, repair or construction, may from time to time maintain and restore the Property, or any part thereof, and complete construction of the Improvements incomplete as of the date thereof and in the course of such completion may make such changes in the contemplated Improvements as Beneficiary may deem desirable and may insure the same.

3.03 Foreclosure. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust or to enforce any of the covenants and agreements hereof.

3.04 Power to Sell. Beneficiary may elect to cause the Property, or any part thereof, to be sold as follows:

(a) If Beneficiary elects to exercise its power of sale with respect to the Property, or any part thereof, Trustee shall record a notice of default in each county in which any part of such Property is located and shall mail copies of such notice in the manner prescribed by applicable law to Trustor and to other persons prescribed by applicable law. After the time required by applicable law, Trustee shall give public notice of the sale to the persons and in the manner prescribed by applicable law. Trustee, without demand on Trustor, shall sell such Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any part of the Property in accordance with the provisions of applicable law. Any person, including, without limitation, Trustee, Beneficiary, or their designee, may purchase at any such sale. Upon receipt of the price bid, Trustee shall deliver to the purchaser a Trustee's Deed conveying the Property that is sold. The recitals in the Trustee's Deed of any matter of fact shall be conclusive proof of the truthfulness thereof.

(b) Should Beneficiary elect to cause the disposal of any of the Property subject to the Security Agreement in Section 1.07, it may dispose of any part thereof in any manner now or hereafter permitted by the Uniform Commercial Code of the Governing Jurisdiction or in accordance with any other remedy provided by law. Any such disposition may be conducted by an employee or agent of Beneficiary or Trustee. Both Trustee and Beneficiary shall be eligible to purchase any part or all of such Property at any such disposition. Any such disposition may be either public

or private as Beneficiary may elect, subject to the provisions of the Uniform Commercial Code of the Governing Jurisdiction. Beneficiary shall have all of the rights and remedies of a secured party under the Uniform Commercial Code of the Governing Jurisdiction. Expenses of retaking, holding, preparing for sale, selling or the like shall include Beneficiary's reasonable attorneys' fees and legal expenses, and upon such default, Trustor, upon demand of Beneficiary, shall assemble such Property and make it available to Beneficiary at the Premises, a place which is hereby deemed reasonably convenient to Beneficiary and Trustor. Beneficiary shall give Trustor at least thirty (30) days' prior written notice of the time and place of any public sale or other disposition of such Property or of the time at or after which any private sale or any other intended disposition is to be made, and if such notice is sent to Trustor, in the manner provided for the mailing of notices herein, it shall constitute reasonable notice to Trustor.

(c) Trustee is hereby irrevocably appointed the true and lawful attorney-in-fact of Trustor in its name and stead to make all necessary conveyances, assignments, transfers and deliveries of the Property, or any part thereof, and the rights so sold and, for that purpose, Trustee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, Trustor hereby ratifying and confirming all that its said attorney or any substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, Trustor, if so requested by Trustee or Beneficiary, shall ratify and confirm any such sale or sales by executing and delivering to Trustee or to such purchaser or purchasers all such instruments as may be advisable in the reasonable judgment of Trustee or Beneficiary, for the purpose as may be designated in such request.

(d) Trustor hereby expressly waives any right which it may have to direct the order in which any of the Property shall be sold in the event of any sale or sales pursuant hereto.

3.05 Proceeds. Unless otherwise provided by law, the proceeds of any sale made, and all sums recovered under this Article III, together with all other sums held by Trustee or Beneficiary under this Deed of Trust, shall be applied in the following order:

FIRST: To the extent allowable under the laws of the Governing Jurisdiction, to all costs and expenses incurred in connection with the exercise of the power of sale, the sale or sales and any judicial proceedings, including, but not limited to, all Trustee's and attorney's fees and expenses, and the costs of any title evidence.

SECOND: To the payment of any and all sums expended by Trustee or Beneficiary in accordance with the terms of this Deed of Trust, the Loan Agreement, or the Pledge Agreement, together with accrued and/or penalty interest as provided by the Loan Agreement, including all expenses, liabilities, and advances made or incurred by Beneficiary under this Deed of Trust, or in connection with the enforcement hereof, together with interest on all advances;

THIRD: The payment of all sums owing under the Loan Agreement; and

FOURTH: The remainder, if any, to the person or persons legally entitled thereto.

3.06 Power to Purchase. Trustee, Beneficiary, or their designee, may purchase at any sale or sales made under or by virtue of this Article III. No recovery of any judgment by Beneficiary and no levy of any execution under any judgment upon the Property or upon any other property of Trustor shall affect, in any manner or to any extent, the lien of this Deed of Trust upon the Property, or any part thereof, or any liens, rights, powers or remedies of Trustee or Beneficiary hereunder, but such liens, rights, powers and remedies of Trustee and Beneficiary shall continue unimpaired as before.

3.07 Possession. Notwithstanding the appointment of any receiver, liquidator or trustee of Trustor, or of any of its property, or of the Property or any part thereof, Trustee and Beneficiary shall be entitled to retain possession and control of all Property now or hereafter held under this Deed of Trust.

3.08 Other Remedies. Beneficiary may elect to exercise any other remedies at law or in equity.

3.09 Beneficiary's Other 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 Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary 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 Beneficiary's option any portion or all of the Property, and (v) make compromises or other arrangements with debtors in relation thereto.

3.10 Remedies Not Exclusive. No remedy or right in this Deed of Trust is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of Trustee or Beneficiary in exercising any right or remedy contained in this Deed of Trust shall be construed to be a waiver of any Event of Default or any acquiescence therein; and every right and remedy given by this Deed of Trust to Trustee or Beneficiary may be exercised from time to time as often as may be deemed expedient by Trustee or Beneficiary. If there exists additional security for the performance of the obligations secured hereby, the Beneficiary, at its sole option, and without limiting or affecting any of the rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder, either concurrently with whatever rights it may have in connection with such other security or in such order as it may determine. Nothing in this Deed of Trust shall affect the obligation of Trustor to pay the amounts due or to become due under the Agreement in the manner and at the time and place therein expressed.

3.11 Waiver by Trustor. To the fullest extent permitted by applicable law, Trustor will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law or law

pertaining to the marshaling of assets, the administration of estates and decedents, any exemption from execution or sale of the Property, or any part thereof, including exemption of homestead, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Deed of Trust, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof, and Trustor hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Trustee or Beneficiary, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

ARTICLE IV

CONCERNING TRUSTEE

4.01 Trustee Liability. The Trustee, by its acceptance hereof, covenants safely to perform and fulfill the trusts herein created, being liable, however, only for willful negligence or misconduct, and agrees to accept reasonable compensation for the services rendered by it in accordance with the terms hereof.

4.02 Trustee Resignation. Trustee may resign at any time upon giving thirty (30) days' notice, in writing, to Trustor and Beneficiary.

4.03 Successor Trustee. Beneficiary, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

4.04 Reconveyance. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all documents evidencing the debt 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 to it. Such person or persons shall pay any recordation costs. The grantee, in such reconveyance, may be described as "the person or persons legally entitled hereto."

ARTICLE V

MISCELLANEOUS

5.01 Construction. In the event any one or more of the provisions contained in this Deed of Trust or the Agreement shall for any reason be held to be invalid, illegal or

unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

5.02 Usury. All agreements between Trustor and Beneficiary are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of any sums pursuant to the Agreement, acceleration of maturity of the unpaid principal balance thereof, or of the Note, or otherwise, or advancement of any sums under the provisions of this Deed of Trust, shall the amount paid or agreed to be paid to Beneficiary for the use, forbearance or detention of the money to be advanced thereunder or hereunder exceed the highest lawful rate permissible.

5.03 Notices. All written notices expressly provided hereunder and all notices and demands of any kind or nature whatsoever shall be in writing and shall be served by registered or certified mail, return receipt requested. Any such notice or demand so served by registered or certified mail shall be deposited in the United States mail, with postage prepaid thereon fully prepaid and addressed to the parties as follows:

Trustor:

Crowell Memorial Home
245 South 22nd Street
Blair, Nebraska 68008

Attention: Executive Director

Trustee:

Washington County Bank
P.O. Box 248
Blair, Nebraska 68008

or at such other address of which it shall have notified, in writing, the person charged with giving such notice. Service or delivery of any such notice or demand so made shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or upon the expiration of the third (3rd) day after the date of mailing, whichever is earlier in time. Any party may, at any time, change its address for such notice by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

5.04 Successor and Assigns. This Deed of Trust and all terms, conditions and obligations herein shall apply to and inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns.

5.05 Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

5.06 Acceptance by Trustee. Trustee accepts this Deed of Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

5.07 Notice of Default and Notice of Sale. Trustor hereby requests that a copy of any Notice of Default and Notice of Sale as may be required by law be mailed to it and each party hereto in the manner provided in Paragraph 5.03 hereof.

5.08 Granting Consent. The granting of consent or approval by Beneficiary to any transaction, as required by the terms hereunder, shall not be deemed a waiver of the right to require consent to future or successive transactions.

5.09 Jurisdiction. This Deed of Trust is to be construed and enforced according to the laws of the Governing Jurisdiction, except that with respect to any portion of the Property located outside of the Governing Jurisdiction, the laws of the state in which such portion of the Property is located shall be applicable thereto, but only to the extent required for Beneficiary to exercise its rights and remedies in order to realize upon its interests in the Property.

5.10 Relationship of Deed of Trust to Loan Agreement and Pledge Agreement. If any provision of this Deed of Trust conflicts in any case or circumstance with any provision of either the Loan Agreement or the Pledge Agreement, the relevant provision of the Loan Agreement or the Pledge Agreement shall prevail unless the result would be to limit, restrict, impair or eliminate the enforceability of any provision or provisions of this Deed of Trust.

5.11 Permitted Releases of Property. Notwithstanding any provision hereof, of the Note or of the Loan Agreement to the contrary, Trustor may at any time and from time to time request that the Trustee release any portion of the Property from the lien hereof, which requests shall not be unreasonably denied by the Trustee if, in the opinion of the Trustee, the release or releases so requested will not materially adversely impair the security provided hereby for the payment and performance of the obligations of the Trustor in respect of the Note and the Loan Agreement. The Trustee shall, in any event, release any part of the Property which the Beneficiary shall direct it to release from the lien hereof.

Beneficiary
m. w.
RSP

IN WITNESS WHEREOF, this Deed of Trust was executed the time, day and year set out below.

"TRUSTOR"

CROWELL MEMORIAL HOME

Dated: October 5, 1993,
at 9:45 o'clock A.m.

By

Robert Blobaum
Treasurer

"TRUSTEE"

WASHINGTON COUNTY BANK

By

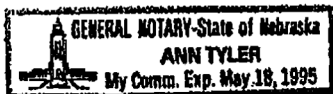
Mike Earleywine
Vice President

STATE OF NEBRASKA)

COUNTY OF WASHINGTON)

ss.

The forgoing instrument was acknowledged before me this 5th day of October, 1993, by Robert Blobaum, Treasurer of Crowell Memorial Home, a Nebraska nonprofit corporation, on behalf of said corporation.



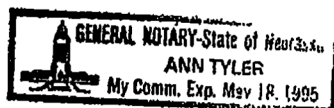
Ann Tyler
Notary Public

STATE OF NEBRASKA)

COUNTY OF WASHINGTON)

ss.

The forgoing instrument was acknowledged before me this 5th day of October, 1993, by Mike Earleywine, Vice President of Washington County Bank, a state banking corporation, on behalf of said bank.



Ann Tyler
Notary Public

EXHIBIT ADESCRIPTION OF PREMISES

Tax Lot Sixty-one (61) in Section Eleven (11), Township
Eighteen (18) North, Range Eleven (11), East of the 6th P.M.,
City of Blair, Washington County, Nebraska.

EXHIBIT BDEFINITION OF TRUSTOR'S PLEDGED REVENUES

All of the revenues, rents, issues, income, receipts and money, whether now owned or hereafter acquired, derived or received by Trustor (including any of the foregoing which Trustor has the unrestricted right to receive) with respect to the use, ownership, operation or possession of any property, including without limitation (a) all patient fees, third party payments, medical and hospital or nursing care or senior citizen housing reimbursement programs and agreements relating to the operation of the Premises and/or the Improvements, insurance proceeds and all other income derived in any fashion from the Premises and/or the Improvements, (b) all accounts receivable, rights to the payment of money, chattel paper, securities or other investments and the proceeds thereof, inventory, tangible property, assets, documents, instruments and assignable general intangibles of Trustor however derived and all proceeds therefrom, whether cash or non-cash, all as defined in Article 9 of the Uniform Commercial Code of Nebraska, (c) gifts, grants, bequests, donations, pledges, legacies, devises and contributions allocated to the Premises and/or the Improvements and the income therefrom, (d) proceeds with respect to or relating to the Premises and/or the Improvements and derived from contract rights and other rights and assets owned by Trustor and relating to the Premises and/or the Improvements or the operation thereof, (e) rentals received from the lease of office or other space in or facilities of the Premises and/or the Improvements, and (f) all investment and other income from whatever source derived EXCEPTING, HOWEVER, from the foregoing (1) all gifts, grants, bequests, donations, pledges, legacies, devises and contributions relating to the Premises and/or the Improvements, and all income therefrom, to the extent specifically restricted by the donor or maker thereof to a particular purpose inconsistent with their use for the payment of principal of or interest on the Note and the income and gains derived therefrom, and (2) any self-insurance trust or other self-insurance fund and any segregated account for unemployment insurance benefits of Trustor.