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CHARLOTTE L. EISEN  
WASHINGTON COUNTY CLERK  
BLAIR, NEBR.

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STATE OF NEBRASKA COUNTY OF WASHINGTON)SS  
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
THIS 31st DAY OF July A.D. 2006  
AT 8:50 O'CLOCK A.M. AND RECORDED IN BOOK  
492 AT PAGE 855-869  
COUNTY CLERK *Charlotte Eisen*  
DEPUTY *Kasim Madwal*

Recorded   
General   
Numerical   
Photostat   
Proofer

COMBINATION DEED OF TRUST, SECURITY AGREEMENT  
AND FIXTURE FINANCING STATEMENT

Dated July 26, 2006

Granted by

CROWELL MEMORIAL HOME,  
as Grantor,

to

WASHINGTON COUNTY BANK  
as Deed Trustee,

for the benefit of

WASHINGTON COUNTY BANK,  
as Beneficiary.

\$1,250,000

Hospital Issuer No. 1 of Washington County, Nebraska  
Revenue and Refunding Bond  
(Crowell Memorial Home Project)  
Series 2006

This Combination Deed of Trust, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents is made under the laws of the State of Nebraska.

This **COMBINATION DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT**, dated July 26, 2006 (the "Deed of Trust"), is made by **CROWELL MEMORIAL HOME**, as grantor (the "Grantor"), to **WASHINGTON COUNTY BANK**, as deed trustee (the "Trustee"), for the benefit of **WASHINGTON COUNTY BANK**, as beneficiary (the "Beneficiary").

#### RECITALS

1. Concurrently herewith, the Grantor is borrowing from Hospital Issuer No. 1 of Washington County, Nebraska (the "Issuer"), a public corporation and body politic duly organized and validly existing under the Hospital Authorities Act (Sections 23-3579 to 23-35,120, inclusive, Reissue Revised Statutes of Nebraska, as amended, the "Act"), the principal amount of \$1,250,000 pursuant to the terms of a Loan Agreement, dated July 26, 2006 (the "Loan Agreement"), among the Beneficiary, the Grantor and the Issuer. Capitalized terms used herein and not otherwise defined have the meanings set forth in the Loan Agreement.
2. The Issuer is obtaining funds concurrently herewith for the Loan through the issuance and sale of the Bond pursuant to the Act and the Loan Agreement.
3. The Beneficiary has purchased the Bond.
4. Under the terms of the Loan Agreement, the Grantor has agreed (a) to use the Bond Proceeds to refund the 1993 Note and payoff the Bank Loan and (b) to make payments to the Beneficiary, as assignee of the Issuer, in amounts sufficient to pay when due, the principal or Prepayment Amount of and interest on the Bond; and
5. In order to (a) induce the Issuer to issue the Bond and make the Loan and (b) induce the Beneficiary to purchase the Bond, the Grantor is willing to further secure its obligations under the Loan Agreement as herein provided.

**NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH:**

#### GRANTING CLAUSES

The Grantor, in consideration of the premises and the sum of One Dollar duly paid to the Grantor by the Deed Trustee and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and in order to secure the payment and performance of the duties and obligations of the Grantor under the Loan Agreement, hereby grants a deed of trust and fixture financing statement as follows:

##### I. GRANT OF DEED OF TRUST ON REAL PROPERTY.

The Grantor does hereby GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Deed Trustee, and its successors in trust and assigns, forever, IN TRUST, WITH POWER OF SALE and right of entry and possession, all and singular, the real property described in Schedule 1 attached hereto (the "Real Property"); TO HAVE AND TO HOLD all and singular the Real Property with all rights and privileges hereby conveyed, pledged and assigned or agreed or intended so to be, to the Deed Trustee and

its successors and assigns forever, subject to Permitted Encumbrances, upon the terms and subject to the conditions hereinafter set forth.

## II. GRANT OF SECURITY INTEREST IN PERSONAL PROPERTY.

The Grantor does hereby pledge and assign unto the Deed Trustee and its successors and assigns in trust, forever, and grant a security interest therein, the personal property described in Schedule 2 attached hereto (the "Personal Property"), subject to Permitted Encumbrances, upon the terms and subject to the conditions hereinafter set forth.

The Real Property and the Personal Property are referred to herein collectively as the "Property."

NOW, THEREFORE, if the Grantor shall well and truly pay unto the Issuer the indebtedness evidenced by the Bond and the Loan and shall perform, comply with and abide by each and every of the agreements, conditions and covenants contained and set forth in the Loan Documents, the estate hereby created shall be reconveyed, without warranty, to the parties designated by the terms of this Deed of Trust and the security interest herein granted shall be cancelled and released and all evidences of indebtedness cancelled by the Issuer and its assigns.

AND TO FURTHER SECURE its payments and performance under the Loan Documents, the Grantor does hereby covenant and agree as follows:

**Section 1. Definitions of Words and Terms.** Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Loan Agreement.

**Section 2. General Covenant.** The Grantor will perform, comply with and abide by all of its respective agreements, conditions and covenants contained and set forth in the Loan Documents, and in every other document evidencing, securing or otherwise relating to the Bond and the Loan, all of which are incorporated herein by reference. It is understood and agreed that so long as the Grantor makes when due and payable the payments on the Bond and Loan, and performs and complies with its agreements, conditions and covenants contained in the Loan Documents, the Grantor shall be entitled to utilize the Property for its proper corporate purposes pursuant to the provisions of the Loan Documents.

**Section 3. Payment of Costs, Charges, and Expenses.** The Grantor agrees to pay all reasonable costs, charges and expenses, including attorney fees and abstract costs, reasonably incurred or paid at any time by the Issuer, the Deed Trustee, or the Lender because of the failure of the Grantor to perform, comply with, and abide by each and every one of its agreements, conditions and covenants contained in the Loan Documents or any other document evidencing, securing or otherwise relating to the Bond and the Loan.

**Section 4. Conditions for Release of Portions of the Property.**

(a) **General Provisions for Release.** So long as no default shall have occurred and be continuing under the Loan Documents, the Borrower may release any of the Property from the lien of this Deed of Trust without the consent of the registered owner of the Bond, upon receipt by the Deed Trustee of the following:

(1) Request of Grantor. A letter from the Grantor that requests the release of certain property from the lien of this Deed of Trust (referred to herein as "Released Property") and that describes the property to be released.

(2) Certificate of Grantor. A letter from the Grantor to the Deed Trustee certifying:

(A) That the Grantor has substituted property of equal value to the Released Property (referred to herein as "Substituted Property") or has deposited with the Deed Trustee, in trust, cash equal to the fair market value of the Released Property;

(B) The fair market value of both the Released Property and the Substituted Property;

(C) The use for the Released Property and the consideration to be received for the Released Property;

(D) That the substitution of the Substituted Property or cash for the Released Property will not have a material adverse affect on the operation of the Project or any other properties of the Grantor, or the ability of the Grantor to satisfy its duties and obligations under the Loan Documents;

(E) That the Substituted Property is necessary or useful in the operation of the Project;

(F) That the fair market value of the Substituted Property together with cash, if any, or all cash to be received is at least equal to the fair market value of the Released Property;

(G) That the substitution of the Substituted Property or cash for the Released Property will not result in a default under the Loan Documents of this Deed of Trust;

(H) That all required permits and authorizations of all federal, state and local governmental bodies and agencies have been granted, or that no such permits or authorizations, other than those granted, are required; and

(I) That the removal of the Released Property from the lien of this Deed of Trust, and its replacement with Substituted Property or cash, is permitted under the Loan Documents and this Deed of Trust.

(3) Appraisal of the Released Property. An independent appraisal of the fair market value of the Released Property by a member of the American Institute of Real Estate Appraisers licensed in Nebraska (an "MAI appraiser") if the Released Property is Real Property, or by another expert acceptable to the Deed Trustee and the Lender if the Released Property is not Real Property.

(4) Appraisal of the Substituted Property. An independent appraisal of the fair market value of the Substituted Property by an MAI appraiser if the Substituted Property is Real Property, or another expert satisfactory to the Deed Trustee and the Lender if the Substituted Property is not Real Property.

(5) Record of Released Property. An up-to-date record of property released from the lien of this Deed of Trust, which list shall identify such Released Property by description, serial number or other particular identifying designation.

(6) Documents of Conveyance. A supplement to this Deed of Trust and/or other documents reasonably requested by, and in form satisfactory to, the Deed Trustee and the Lender necessary to subject the Substituted Property to the terms of the Loan Agreement and the lien and security interest created by this Deed of Trust.

(7) Opinion of Counsel. An opinion of counsel to the Grantor, addressed to the Deed Trustee and the Lender to the effect that:

(A) The release of the property requested by the Grantor is authorized under the Loan Agreement and this Deed of Trust;

(B) The Substituted Property is subject to the terms of the Loan Agreement and this Deed of Trust and to the lien and security interests created by this Deed of Trust, subject only to Permitted Encumbrances;

(C) The execution and delivery of the requested release and the acceptance of the Substituted Property will not violate any provision of the Loan Agreement or this Deed of Trust, and all necessary action required to be taken by the Grantor, the Deed Trustee, and the Lender to effect the release of the Released Property and the conveyance of the Substituted Property has been taken;

(D) The supplement to this Deed of Trust and all other documents required to effect the release of the Released Property and the substitution of the Substituted Property have been duly authorized, executed and delivered and are binding upon the parties executing and delivering the same in accordance with their respective terms; and

(E) To the best of the knowledge of Grantor's counsel, all required permits and authorizations of all federal, state and local governmental bodies and agencies have been granted, or that no such permits or authorizations, other than those granted, are required.

(b) Release by Reason of Error or Mistake and of Certain Small Items. Notwithstanding any other provision of this Section 4, the Deed Trustee, upon request of the Borrower or the Lender, may consent to remove from the lien and security interest created by this Deed of Trust: (1) any Property that has been subjected thereto by reason of an error or mistake, if the Grantor files with the Deed Trustee and the Lender notice of its intention to remove such property at least 10 business days (excluding holidays where the Deed Trustee is closed for business) prior to removing the property; (2) any of the tangible Personal Property having an original per unit cost aggregating not more than 2% of the net book value of the Grantor's major movable equipment in any one fiscal year; (3) any of the Personal Property that has been fully depreciated in the financial records of the Grantor; and (4) Personal Property acquired after the date of issuance of the Bond that was purchased with funds derived from sources other than the proceeds of the Bond. Not later than 120 days after the last day of each fiscal year of the Grantor, the Grantor shall file with the Deed Trustee and the Lender a schedule setting out in reasonable detail a description of the Property so removed pursuant to this Section 3(b) for the preceding fiscal year, and in the case of

Property so removed pursuant to clause (2), the aggregate original cost thereof. The Deed Trustee and Lender shall be fully protected and shall incur no liability for any consent given or action taken in reliance upon the notice given in clause (2) above or in the schedule filed in clause (3) above.

(c) *Release of Inadequate, Obsolete, Etc. Items.* Notwithstanding any other provision of this Section 4, in any instance where the Grantor reasonably determines that any item of machinery or equipment has become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary, the Grantor may remove the item of equipment from the lien and security interest of this Deed of Trust and sell, trade, exchange or otherwise dispose of the same (as a whole or in part) without any responsibility or accountability to the Issuer, the Deed Trustee, or the Lender, if the Grantor substitutes and installs other items of machinery or equipment deemed necessary or useful and having equal or greater utility (but not necessarily having the same function) in the operation of the Project and if the removal and substitution does not impair the Grantor's operating utility.

(d) *Disposition of Substituted Property When Cash Delivered.* The Grantor agrees that any cash delivered to the Deed Trustee in connection with the release of any of the Property pursuant to this Section 4 shall be used by the Grantor to make the next Loan Payment.

(e) *Circumstances When Release Not Required.* The provisions of this Section 4 shall not be construed to restrict the Grantor's rights under the Loan Documents (1) to make replacements, additions, alterations, changes, modifications and improvements to the Property, to install and remove equipment free and clear of the lien and security interest created herein, to sell, lease or otherwise dispose of the Property free and clear of the lien and security interest created herein, to merge, consolidate, sell or convey substantially all of the Property free and clear of the lien and security interest created herein or to exercise any other of its rights with respect to the Property pursuant to and in accordance with the provisions of the Loan Documents, or (2) to require, as a condition precedent to the exercise of any of its rights under the Loan Documents, compliance with the provisions of this Section 4 for the release of any Property from this Deed of Trust.

**Section 5. Default and Remedies.** If an Event of Default under the Loan Documents occurs and continues, the Deed Trustee, upon request of the Lender, may declare all amounts payable under the Loan Agreement immediately due and payable; and thereafter the Deed Trustee, without notice or demand, but only to the extent permitted by the laws of the State of Nebraska, may prosecute a suit at law and/or in equity against the Grantor to collect the secured sums as if all money secured hereby had matured prior to the commencement of the suit, or commence foreclosure proceedings under the power of sale provided for by Section 8 hereof. The Deed Trustee shall have the right from time to time to take action to recover any sums, whether principal, interest, or any installment of either, or any other sums required to be paid under the terms of this Deed of Trust as the same become due, without regard to whether or not the principal sum secured, or any other sums secured, by this Deed of Trust shall be due, and without prejudice to the right of the Deed Trustee thereafter to bring an action of foreclosure, or any other action, or commence foreclosure proceedings under the power of sale, for a default or defaults by the Grantor existing at the time such earlier action was commenced.

Any failure by the Deed Trustee or the Lender to insist upon the strict performance by the Grantor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Deed Trustee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Grantor of any and all of the terms and provisions of this Deed of Trust to be performed by the Grantor; and the Deed Trustee may resort for the payment of the

indebtedness secured by this Deed of Trust to any security therefor held by the Deed Trustee in such order and manner as the Deed Trustee or the Lender may elect.

All rights, remedies and powers provided by this Deed of Trust may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Deed of Trust are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Deed of Trust invalid or unenforceable under the provisions of any applicable law.

**Section 6. Special Remedies (Deed Trustee May Occupy and Take Possession).** Upon the occurrence and continuance of any Event of Default under the Loan Documents, the Deed Trustee, upon request of the Lender, may enter into and/or upon, occupy or control all or any part of the Real Property or take possession, occupy or control all or any part of the Personal Property, and may exclude the Grantor and its agents therefrom. After taking possession or control of the Property, the Deed Trustee may maintain, repair and restore the Property and/or complete the construction of the Project, all at the Grantor's expense, with such adjustments as it deems appropriate, and may insure the same. The Deed Trustee may also manage and operate the Property and exercise all rights and powers of the Grantor with respect thereto, either in the name of the Grantor or otherwise as it deems best; and the Deed Trustee is entitled to collect and receive all earnings, revenues, rents, profits and income of the Property and every part thereof. After deducting the expenses of conducting the business thereof and all maintenance, repairs, and other amounts necessary to pay for taxes, assessments, insurance and other proper charges upon the Property, or any part thereof, as well as just and reasonable compensation for the services of the Deed Trustee and for all attorneys, counsel, agents, and other employees properly engaged and employed, the Deed Trustee shall apply the remaining money in accordance with Section 9 hereof.

**Section 7. Power of Sale; Purchase by Trustee.** If an Event of Default under the Loan Documents occurs and continues as provided therein, and the balance of the Bond is declared immediately due and payable, the Deed Trustee, at the request the Lender, may proceed to sell the Property and any and every part thereof, at public venue, to the highest bidder, at the Washington County Courthouse, Blair, Nebraska, or the then customary place in Washington County, Nebraska, for cash, first giving the public notice required by law of the time, terms and place of sale, and of the property to be sold, by advertisement in a newspaper printed and published in Washington County, Nebraska, and upon such sale shall execute and deliver a deed of conveyance and bill of sale of the Property sold to the purchaser or purchasers thereof, and any statement or recital of fact in such deed in relation to the non-payment of money hereby secured to be paid, existence of the indebtedness so secured, notice of advertisement, sale, receipt of money, and the happening of any of the aforesaid events whereby the successor trustee became successor as herein provided, shall be *prima facie* evidence of the truth of such statement or recital. The proceeds of such sale shall be applied as provided for in Section 9 hereof.

Upon any sale pursuant to this Section 7, the Deed Trustee or the Lender may bid for and purchase the property being sold, and upon compliance with the terms of sale, subject to any applicable rights of redemption, the Deed Trustee or the Lender may hold, retain, possess and dispose of such property in their absolute discretion without further accountability. The Deed Trustee or the Lender at any sale may, in paying the purchase price, turn in the Bond for value in lieu of cash equal to the amount of their purchase price. In case the amount of their purchase price is less than the amount due on the Bond, the Bond must be returned to the Deed Trustee or the Lender, respectively, after a notation indicating that partial payment has been made thereon.

**Section 8. Deed of Trust, Rights of a Secured Creditor Under Uniform Commercial Code.** To the extent any of the Property consists of property, rights or interests covered by the Nebraska Uniform Commercial Code, this Deed of Trust constitutes a present and unconditional assignment of, and security interest in, the Property in favor of the Deed Trustee. During the continuance of any Event of Default under the Loan Documents, the Deed Trustee has all the rights and remedies available to a secured creditor under the Nebraska Uniform Commercial Code with regard to the Property. This Deed of Trust is self-operative with respect to certain portions of the Property, but the Grantor agrees to execute and deliver on demand any Deed of Trust, financing statement, continuation statement or other document necessary to impose or continue the lien and security interest hereof more specifically in or on any portion of the Property. In the event that the Grantor fails to execute any of the aforesaid instruments within 10 days after demand to do so, the Grantor does hereby make, constitute and irrevocably appoint the Deed Trustee as its attorney-in-fact, and in its name, place and stead, so to do.

**Section 9. Applications of Proceeds of Sale.** Money collected by the Deed Trustee or the Lender, as assignee of the Authority, pursuant to the sale or other disposition of the Property, shall be paid over to the Lender and applied as provided in Section 9.02 of the Loan Agreement.

**Section 10. No Remedy Exclusive.** No remedy conferred upon or reserved to the Issuer, the Deed Trustee, or the Lender under the Loan Documents or any other document or instrument evidencing, securing or otherwise relating to the debt hereby secured is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every remedy given to the Issuer, the Deed Trustee or the Lender now or hereafter existing at law or in equity or by statute. No delay or omission of the Issuer, the Deed Trustee, or the Lender to exercise any right or power accruing upon any default under the Loan Documents or any other document or instrument evidencing, securing or otherwise relating to the debt hereby secured shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by the Loan Documents or any other document or instrument evidencing, securing or otherwise relating to the Bond or the Loan to the Issuer, the Deed Trustee, or the Lender may be exercised from time to time as often as may be deemed expedient by the Deed Trustee, as directed by the Lender. Nothing in the Loan Documents or any other document or instrument evidencing, securing or otherwise relating to the Bond or the Loan shall affect the obligation of the Grantor to pay the principal or Prepayment Amount of and interest on the Bond and any additional sums due under the Loan Agreement.

**Section 11. Covenants Run with the Land.** All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of the successors and assigns of the Grantor.

**Section 12. Warranty of Title.** The Grantor warrants that it has good and marketable title to the Real Property in fee simple absolute subject only to Permitted Encumbrances; that it owns the Property free and clear of all liens and claims except the Permitted Encumbrances; and that this Deed of Trust constitutes a direct and valid first lien upon the Real Property subject only to Permitted Encumbrances and a security interest in the Personal Property subject only to Permitted Encumbrances, which security interest is perfected to the extent the same may be perfected by filing under the Nebraska Uniform Commercial Code. The Grantor shall preserve such title and shall forever warrant and defend the same against all claims other than those constituting Permitted Encumbrances.

**Section 13. Recognition of Third-Party Beneficiaries.** The Grantor expressly recognizes that the Lender is a third party creditor-beneficiary of this Deed of Trust.



**Section 14. Assignment of Issuer's Rights.** As additional security for the Bond, the Issuer has assigned, transferred, pledged and granted a security interest in its rights, title and interest in the Bond under the Loan Agreement (except for certain fees and rights to indemnification as set forth in the Loan Agreement) and this Deed of Trust to the Lender. The Lender is hereby given the right to enforce, either jointly with the Deed Trustee or separately, the performance of the obligations of the Grantor under the Loan Agreement, and the Grantor hereby consents to the same and agrees that the Lender may enforce such rights as provided in the Loan Agreement and the Grantor will make payments required by the Loan Agreement directly to the Lender. This Deed of Trust recognizes that the Lender is a third party creditor-beneficiary hereof.

**Section 15. Waiver of Stay, Execution or Redemption Laws.** The Grantor agrees that upon and after any Event of Default, neither the Grantor nor anyone claiming through or under it will set-up, claim or seek to take advantage of any stay, extension, redemption laws, redemption periods or grace periods now or hereafter in force and affecting the Property in order to prevent or hinder enforcement, foreclosure, sale, confirmation of sale, or conveyance of the Property upon foreclosure or the final and absolute putting in possession thereof immediately after any such sale of the purchaser or purchasers thereat, and the Grantor hereby waives the benefit of all such laws.

**Section 16. Obligations Effective upon Filing.** The several obligations of the Grantor hereunder shall arise absolutely and unconditionally upon filing this Deed of Trust in the Office of the Register of Deeds of The County of Washington County, Nebraska.

**Section 17. Notices.** It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Deed of Trust to be given to or filed with the Issuer, the Grantor or the Lender if the same is given or filed in the manner and at the addresses specified in Section 10.03 of the Loan Agreement. Additionally, the Deed Trustee may be served with any of the foregoing at the following address: Washington County Bank, 1523 Washington Street, Blair, Nebraska 68008-0248, telephone: (402) 426-2111, facsimile (402) 426-8177.

**Section 18. Amendments, Changes and Modifications.** This Deed of Trust may not be effectively amended, changed, modified, altered or terminated, except as provided herein and in the Loan Documents.

(a) *Amendments without Consent of Registered Owner.* Without the consent of the registered owner of the Bond, the Grantor and the Deed Trustee, may from time to time enter into one or more amendments to this Deed of Trust, for any of the following purposes:

- (1) to correct or amplify at any time the description of any Property of the Grantor or to subject to the Deed of Trust additional property or to substitute property as provided in this Deed of Trust, or add additional property thereto;
- (2) to add to the conditions, limitations and restrictions on the terms or purposes of this Deed of Trust, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed;
- (3) to evidence the succession of another corporation to the Grantor as permitted in the Loan Documents and the assumption by any such successor of the covenants of the institution herein contained;

(4) to add to the covenants of the Grantor or to the rights, powers and remedies of the Deed Trustee for the benefit of the registered owner of the Bond or to surrender any right or power herein conferred upon the Grantor; or

(5) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein or to make any other provisions, with respect to matters or questions arising under this Deed of Trust, which shall not be inconsistent with the provisions of this Deed of Trust, provided such action shall not adversely affect the security of the registered owner of the Bond.

(b) *Amendments with Consent of Registered Owner of Bond.* With the consent of the registered owner of the Bond, the Grantor and the Deed Trustee may enter into amendments to this Deed of Trust, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Deed of Trust or of modifying in any manner the rights of the Deed Trustee or the Lender under this Deed of Trust.

It shall not be necessary for the Deed Trustee or the Lender to approve the form of any proposed amendment to this Deed of Trust, but it shall be sufficient if such act shall approve the substance thereof.

**Section 19. Maturity; Re-conveyance.** This Deed of Trust (a) shall be in full force and effect until the Bond, the Loan, and any additional sums due the Lender under the Loan Documents have been paid and (b) shall mature on July 26, 2021 unless all such amounts shall be paid prior thereto. Upon payment of all sums secured by this Deed of Trust, the Deed Trustee shall re-convey the Property and surrender this Deed of Trust and all documents evidencing the debt secured by this Deed of Trust to the Grantor. The Deed Trustee shall re-convey the Property without warranty and without charge to the person or persons legally entitled to it, and those person(s) shall pay any recordation costs. The Grantor, in such re-conveyance, may be described as "the person or persons legally entitled hereto."

**Section 20. Severability.** The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Deed of Trust shall not affect the validity or enforceability of the remaining portions of this Deed of Trust or any part thereof.

**Section 21. Governing Law.** This Deed of Trust shall be governed by and construed and interpreted in accordance with the laws of the State of Nebraska.



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IN WITNESS WHEREOF, the parties hereto have executed this Combination Deed of Trust, Security Agreement, and Fixture Financing Statement in their respective names by their duly authorized officers, all as of the date first written above.

Grantor: CROWELL MEMORIAL HOME

By: Steven C. Peck  
Title: Pres.

Deed Trustee: WASHINGTON COUNTY BANK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged by WASHINGTON COUNTY BANK, as Beneficiary

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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Signature Page - Combination Deed of Trust, Security Agreement and Fixture Financing Statement

865

IN WITNESS WHEREOF, the parties hereto have executed this Combination Deed of Trust, Security Agreement, and Fixture Financing Statement in their respective names by their duly authorized officers, all as of the date first written above.

**Grantor:** CROWELL MEMORIAL HOME

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Deed Trustee:** WASHINGTON COUNTY BANK

By: \_\_\_\_\_  
Title: Vice President

Acknowledged by WASHINGTON COUNTY BANK, as Beneficiary

By: \_\_\_\_\_  
Title: Vice President

ACKNOWLEDGMENTS

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF WASHINGTON )

On this 25<sup>th</sup> day of July, 2006 before me, Julie A. Hayes, a Notary Public in and for said State, personally appeared Steven C. Beck, the President of Crowell Memorial Home and personally affixed his signature hereto for and on behalf of Crowell Memorial Home.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.



*Julie A. Hayes*  
Notary Public - State of Nebraska

[S E A L]

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF WASHINGTON )

On this \_\_\_ day of July, 2006 before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, a Vice President of Washington County Bank and personally affixed his signature hereto for and on behalf of Washington County Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

\_\_\_\_\_  
Notary Public - State of Nebraska

[S E A L]

[S E A L]

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Signature Page - Combination Deed of Trust, Security Agreement and Fixture Financing Statement

ACKNOWLEDGMENTS

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF WASHINGTON )

On this \_\_\_\_ day of July, 2006 before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, the President of Crowell Memorial Home and personally affixed his signature hereto for and on behalf of Crowell Memorial Home.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

\_\_\_\_\_  
Notary Public - State of Nebraska

[S E A L]

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF WASHINGTON )

On this 27 day of July, 2006 before me, Carla R. Peck, a Notary Public in and for said State, personally appeared Scott Jensen, a Vice President of Washington County Bank and personally affixed his signature hereto for and on behalf of Washington County Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Carla R. Peck  
\_\_\_\_\_  
Notary Public - State of Nebraska

[S E A L]



[S E A L]

S-2

Signature Page - Combination Deed of Trust, Security Agreement and Fixture Financing Statement

**EXHIBIT A****DESCRIPTION OF REAL PROPERTY  
SUBJECT TO DEED OF TRUST**

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

including all buildings, improvements, fixtures and other real property located thereon, together with all easements, rights-of-way, rights of access, tenements, hereditaments, appurtenances, rights, privileges and immunities thereunto belonging or appertaining, together with all after-acquired property and any replacements, substitutions or additions of any kind whatsoever.

\* \* \*

**EXHIBIT B****DESCRIPTION OF PERSONAL PROPERTY  
SUBJECT TO DEED OF TRUST**

Personal Property as referred to in the above-mentioned document consists of the following described personal property of the Grantor, whether now owned or hereafter acquired by the Grantor.

1. All tangible personal property, including without limitation, all fixtures, machinery, equipment, inventory and other goods of any nature whatsoever now or hereafter located on the Real Property and constituting a part of the Project, except motor vehicles.
2. All building materials, fixtures, building machinery and building equipment purchased or owned by the Grantor and delivered during the course of, or in connection with, construction of the Project.
3. All Pledged Revenues of the Grantor, including all accounts and general intangibles now owned or hereafter acquired by the Grantor, and all proceeds therefrom whether cash or noncash; excluding, however, gifts, grants, bequests, donations and contributions to the Grantor heretofore or hereafter made, and the income and gains derived therefrom, which are specifically restricted by the donor or grantor to a particular purpose which is inconsistent with their use for payments required under the Loan Agreement or on the Notes.
4. All other intangible personal property including without limitation general intangibles, chattel paper, instruments and documents.
5. All proceeds or products from the sale or other disposition of any of the above and all replacements, substitutions or additions of any kind whatsoever for or to the above.