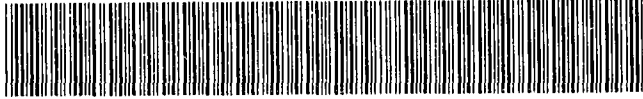


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MAR 24 2011 08:14 P 14

Handwritten notes: 14, 3, A, MTG, 71.50, 16-23318-L.H., 16-06540-C., 86

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
3/24/2011 08:14:26.65



2011026116

DEED OF TRUST

THIS DEED OF TRUST, is made as of 18th day of March, 2011, by and among THE LUTHERAN HOME A/K/A THE LUTHERAN HOME, INC. A/K/A LUTHERAN HOME ("Trustor"), whose mailing address is 530 SOUTH 26TH STREET, OMAHA, NE 68105-4102; Old Republic National Title Insurance Company ("Trustee"), whose mailing address is 1905 Harney Street, Omaha, NE 68102 and Lutheran Church Extension Fund - Missouri Synod ("Beneficiary") whose mailing address is P.O. Box 229009, St. Louis, MO 63122-9009,

FOR VALUABLE CONSIDERATION, Trustor irrevocably transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Deed of Trust, the real property located in the City of Omaha County of Douglas, State of Nebraska, and legally described as follows (the "Property"):

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH, all rents, easements, appurtenances, hereditaments, interests in adjoining roads, streets and alleys, improvements and buildings of any kind situated thereon and all personal property that may be or hereafter become an integral part of such buildings and improvements, all crops raised thereon and all water rights.

The Property and the entire estate and interest conveyed to the Trustee are referred to collectively as the "Trust Estate".

FOR THE PURPOSE OF SECURING:

- a. Payment of indebtedness in the total principal amount of \$410,000.00, with interest thereon, as evidenced by that certain promissory note of even date (the "Note") with a maturity date of See attached Exhibits "B" & "C", executed by Trustor, which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof, and
- b. Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon at the rate of *See attached Exhibit "B" percent (8%) per annum, and
- c. The performance of Trustor's covenants and agreements.

This Deed of Trust, the Note, and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby are referred to collectively as the "Loan Instruments".

TO PROTECT THE SECURITY OF THIS DEED OF TRUST:

1. PAYMENT OF INDEBTEDNESS. Trustor shall pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Instruments.

2. TAXES AND ASSESSMENTS. Trustor shall pay all taxes and special assessments of every kind, now or hereafter levied against the trust estate of any part thereof as follows:
(initial one)

Trustor shall directly pay such taxes, without notice or demand as each installment comes due and shall provide the beneficiary with evidence of the payment of the same.

Trustor shall pay to beneficiary one-twelfth of the real estate taxes each month and such other assessments as they become due. The one-twelfth payment shall be adjusted annually as the taxes change and trustor agrees that after payment of the taxes each year that any deficiency will be promptly paid to Beneficiary. Beneficiary agrees to provide trustor with receipts showing that the real estate taxes have been paid in full and when due.

3. INSURANCE AND REPAIRS. Trustor shall maintain fire and extended coverage insurance insuring the improvements and buildings constituting part of the Trust Estate for an amount no less than the amount of the unpaid principal balance of the Note (co-insurance not exceeding 80% permitted). Such insurance policy shall contain a standard mortgage clause in favor of Beneficiary and shall not be

cancellable, terminable or modifiable without ten (10) days prior written notice to Beneficiary. Trustor shall promptly repair, maintain and replace the Trust Estate or any part thereof so that, except for ordinary wear and tear, the Trust Estate shall not deteriorate. In no event shall the Trustor commit waste on or to the Trust Estate.

4. **ACTIONS AFFECTING TRUST ESTATE.** Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and shall pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees. Any such costs and expenses not paid within ten (10) days of written demand shall draw interest at the default rate provided in the Note.

5. **EMINENT DOMAIN.** Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner including deed in lieu of Condemnation ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (the "Proceeds") are hereby assigned to Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require.

6. **FUTURE ADVANCES.** Upon request of Trustor, Beneficiary, at Beneficiary's option, prior to reconveyance of the Property to Trustor may make future advances to Trustor. 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.

7. **APPOINTMENT OF SUCCESSOR TRUSTEE.** Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and Recorded in County in which the Trust Estate is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

8. **SUCCESSORS AND ASSIGNS.** This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, divorcee, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

9. **INSPECTION.** Beneficiary or its agent may make reasonable entries upon and inspections of the Property. Beneficiary shall give Trustor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **TRUSTOR NOT RELEASED; FORBEARANCE BY BENEFICIARY NOT A WAIVER.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Beneficiary to any successor in interest or Trustor shall not operate to release the liability of the original Trustor or Trustor's successors in interest. Beneficiary shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Trustor or Trustor's successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN TRUSTOR.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Trustor is sold or transferred and Trustor is not a natural person) without Beneficiary's prior written consent, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Security Instrument, however, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the date of this Security Instrument. If Beneficiary exercises this option, Beneficiary shall give Trustor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Trustor must pay all sums secured by this Security Instrument. If Trustor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Security Instrument without further notice or demand on Trustor.

12. **EVENTS OF DEFAULT.** Any of the following events shall be deemed an event of default hereunder:

a. Trustor shall have failed to make payment of any installment of interest, principal, or principal and interest or any other sum secured hereby when due; or

b. There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation or warranty contained in any of the Loan Instruments.

13. **ACCELERATION; REMEDIES.** Beneficiary shall give notice of default to Trustor prior to acceleration following Trustor's breach of any covenant or agreement in this Trust Deed. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Trustor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Trustor of the right to Loan 9990023746

reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Trustor to acceleration and sale. If the default is not cured on or before the date specified in the notice, Beneficiary at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Trustor shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 13, including, but not limited to, reasonable attorney's fees and costs of title evidence. If power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the Property is located and shall mail copies of such notice in the manner prescribed by applicable law to Trustor and to the other persons prescribed by applicable law. After the time required by applicable law, Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. Trustee, without demand on Trustor, shall sell the 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 parcel of the Property by public announcement at the time and place of any previously scheduled sale. Beneficiary or its designee may purchase the Property at any sale. Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's deed conveying the Property. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees as permitted by applicable law and reasonable attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

14. **BENEFICIARY IN POSSESSION.** Upon acceleration under paragraph 13 or abandonment of the Property, Beneficiary (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Beneficiary or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

15. **REMEDIES NOT EXCLUSIVE.** Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy herein or by law provided or permitted, 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. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgement against the Trustor to the extent such action is permitted by law.

16. **GOVERNING LAW.** This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

17. **RECONVEYANCE.** Upon payment of all sums secured by this Security Instrument, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument 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.

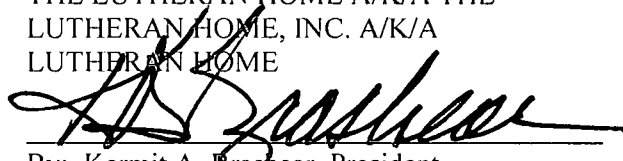
18. **REQUEST FOR NOTICES.** Trustor requests that copies of the notices of default and sale be sent to Trustor's address which is the Property Address. Trustor further requests that copies of the notices of default and sale be sent to each person who is a party hereto at the address of such person set forth herein.

19. **NOTICES.** Any notice to Trustor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Trustor designates by notice to Beneficiary. Any notice to Beneficiary shall be given by first class mail to Beneficiary's address stated herein or any other address Beneficiary designates by notice to Trustor. Any notice provided for in this Security Instrument shall be deemed to have been given to Trustor or Beneficiary when given as provided in this paragraph.

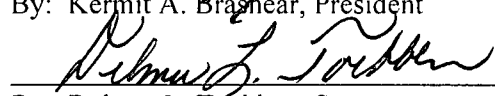
20. ACCEPTANCE BY TRUSTEE. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

THE LUTHERAN HOME A/K/A THE
LUTHERAN HOME, INC. A/K/A
LUTHERAN HOME



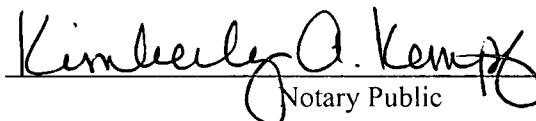
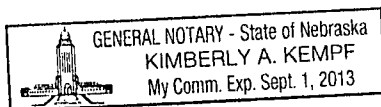
By: Kermit A. Brashear, President



By: Delmer L. Toebben, Secretary

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing Deed of Trust was acknowledged before me on March 18, 2011, by Kermit A. Brashear and Delmer L. Toebben, President and Secretary, respectively of The Lutheran Home a/k/a The Lutheran Home, Inc., a/ka Lutheran Home, a Nebraska Corporation, on behalf of the Corporation. _____



Notary Public

My commission expires 9/1/2013

EXHIBIT "A"

Lot 1 Lutheran Home and Lots 27 and 28 Clark's St. Mary's Avenue Addition, both Additions to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, except the West 55 feet of the South 40 feet of Lot 28.

Prepared by and return to:

Donna Sullivan, Assistant Loan Officer
Lutheran Church Extension Fund-
Missouri Synod
P.O. Box 229009
St. Louis, MO 63122-9009

EXHIBIT "B"

**LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD
Sunset Corporate Center, 10733 Sunset Office Drive, Suite 300
Saint Louis, Missouri 63127-1020
MODIFICATION AGREEMENT**

Omaha, Nebraska

THIS AGREEMENT is made and entered into as of the ____ day of March, 2011, by and among LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD ("Lender"), a Missouri nonprofit corporation, and, jointly and severally, THE LUTHERAN HOME A/K/A THE LUTHERAN HOME, INC. ("Home") and THE LUTHERAN HOME FOUNDATION ("Foundation" and, together with Home, the "Borrowers"), both Home and Foundation being organized under the laws of the State of Nebraska.

RECITALS

A. Borrowers are currently indebted to Lender with respect to each of the loans described below (collectively, the "Joint Loans").

1. Revolving Line of Credit evidenced by that certain "Promissory Note for Revolving Line of Credit Balloon Loan" executed by Borrowers in favor of Lender in the original principal amount of \$250,000.00, dated as of September 15, 2010 (the "Revolving Line of Credit Note" and the loan evidenced thereby the "Revolving Line of Credit Loan"), which loan is secured by that certain Deed of Trust made by Foundation for the benefit of Lender dated as of September 15, 2010, and recorded in the records of the Register of Deeds for Douglas County, Nebraska as document No. 2010084595 ("Foundation Revolving Line of Credit Deed of Trust"), which deed of trust is secured by the property described on Exhibit A.

2. Permanent Loan evidenced by that certain "Promissory Note for Permanent Loan" executed by Borrowers in favor of Lender, in the original principal amount of \$4,000,000.00, dated June 15, 2006, as amended by that certain Extension and Modification Agreement between Lender and Borrowers dated as of September 15, 2010, among other matters modifying the principal amount to \$3,688,671.12 (as modified, the "Lutheran Place Loan"), which loan is secured by a Deed of Trust made by Foundation for the benefit of Lender dated as of June 15, 2006, and recorded in the records of the Register of Deeds for Douglas County, Nebraska as document No. 2006067849.

3. Permanent Loan evidenced by that certain "Promissory Note for Permanent Loan" executed by Borrowers in favor of Lender in the original principal amount of \$2,500,000.00, dated November 16, 2007 (the "Lutheran Place Rehab Loan"), which loan is

secured by that certain Deed of Trust made by Home for the benefit of Lender, dated as of November 16, 2007, and recorded in the records of the Register of Deeds for Douglas County, Nebraska as document No. 2007129680 and that certain Deed of Trust made by Foundation for the benefit of Lender dated, as of November 16, 2007, and recorded in the records of the Register of Deeds for Douglas County, Nebraska, as document No. 2007129681.

B. In addition to the Joint Loans, Home is currently indebted to Lender with respect to a Permanent Loan evidenced by that certain "Promissory Note for Permanent Balloon Loan" executed by Home in favor of Lender in the original principal amount of \$2,642,746.97 dated February 17, 2006, (the "Lutheran Home Loan") which loan is secured by a Deed of Trust made by Home for the benefit of Lender dated as of February 17, 2006, and recorded in the records of the Register of Deeds for Douglas County, Nebraska as document No. 2006019378.

C. Borrowers are currently in default in their payment obligations with respect to all of the Joint Loans and Home is currently in default in its payment obligations with respect to the Lutheran Home Loan (collectively, the "Existing Defaults").

D. Borrowers have requested that the principal amount of the Revolving Line of Credit Loan be increased by \$160,000.00 to a principal amount of \$410,000.00.

E. Lender is willing to grant the request of Borrowers to increase the principal amount of the Revolving Line of Credit Loan on the express condition that (i) all of the real property of both Home and Foundation and all related personal property be pledged to secure each of the Joint Loans and the Lutheran Home Loan, and (ii) there be no waiver of the Existing Defaults.

F. In consideration of the Lender increasing the principal amount of the Revolving Line of Credit by \$160,000.00, Borrowers agree to enter into this Modification Agreement in order to (i) increase the principal amount of the Revolving Line of Credit Loan by \$160,000.00 to \$410,000.00, (ii) pledge of all of the real property and personalty owned by the Foundation to support the obligations of the Borrowers with respect to the Revolving Line of Credit Loan, and (iii) pledge all of the real property and personalty owned by Home to support the obligations of the Borrowers with respect to the Revolving Line of Credit Loan.

TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, the parties do hereby agree as follows:

1. The Revolving Line of Credit Note shall be modified to increase the principal amount to \$410,000.00 so that, as modified, Paragraph 1 of the Revolving Line of Credit Note shall read, as set out below.

FOR VALUE RECEIVED, the undersigned THE LUTHERAN HOME and THE LUTHERAN HOME FOUNDATION (collectively, the "Borrower"), corporations organized under the laws of the State of Nebraska, jointly and

severally, promise to pay to the order of LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD (the "Lender"), a Missouri nonprofit corporation, the principal sum of Four Hundred Ten Thousand and 00/100 Dollars (\$410,000.00), or so much thereof as has been disbursed by Lender pursuant to Paragraph 5, together with interest thereon, as follows:

2. Home will (i) execute a Deed of Trust (the "Home Deed of Trust") to support the obligations of Borrowers under the Revolving Line of Credit Note as modified hereby, which deed of trust shall be secured by the property described on Exhibit B, including any fixtures attached thereto, (ii) execute an Assignment Pledge and Security Agreement to pledge the personal property, including fixtures, of the Home to support the obligations of the Borrowers under the Revolving Line of Credit Note, as modified hereby, and (iii) consent to the filing/recording of a Uniform Commercial Code Financing Statement(s) to perfect the pledge of personal property and fixtures of the Home to support the obligations of the Borrowers under the Revolving Line of Credit Note, as modified hereby.

3. Foundation will consent to the filing/recording of a Uniform Commercial Code Financing Statement to perfect the pledge of personal property granted by Foundation pursuant to the Foundation Revolving Line of Credit Deed of Trust.

4. Home and Foundation each agree that neither this Agreement, nor any action of the Lender taken in conjunction with this Agreement or to increase the principal amount of the Revolving Line of Credit Loan or otherwise with respect to the Joint Loans or the Lutheran Home Loan shall constitute a waiver of any existing default under the Joint Loans or the Lutheran Home Loan, all of which shall continue to exist and with respect to which Lender shall have the right to act upon at any time.

5. Except as modified herein, all terms and conditions of the Revolving Line of Credit Note are hereby ratified and confirmed and the Foundation Revolving Line of Credit Note., as modified, continues to be secured by Foundation Revolving Line of Credit Deed of Trust.

(Signatures on following page)

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above-written.

THE LUTHERAN HOME

BY: _____
Kermit A. Brashear, President

BY: _____
Delmer L. Toebben, Secretary

THE LUTHERAN HOME FOUNDATION

BY: _____
Kermit A. Brashear, President

BY: _____
Delmer L. Toebben, Secretary

LUTHERAN CHURCH EXTENSION FUND—
MISSOURI SYNOD

BY: _____
Donna Sullivan
Assistant Loan Officer

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On _____, before me, _____ personally appeared _____ and _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

My Commission Expires:

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On _____, before me, _____ personally appeared _____ and _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

My Commission Expires:

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On _____, before me _____, personally appeared Donna Sullivan, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires:

Prepared by and return to:

Donna Sullivan, Assistant Loan Officer
Lutheran Church Extension Fund
P.O. Box 229009
St. Louis, Missouri 63122-9009

Exhibit A

Lots 1 and 7, in LUTHERAN PLACE, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska;

Lot 1, in LUTHERAN PLACE REPLAT 1 an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

Exhibit B

Lot 1, in LUTHERAN HOME, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Lots 27 and 28, in CLARKE'S ST. MARY'S AVENUE ADDITION, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, EXCEPT the West 55 feet of the South 40 feet of said Lot 28.

EXHIBIT "C"

This security instrument is intended to be governed by the future advances law of the state in which the property secured is located and is also given to secure all extensions, renewals, or modifications of all or a part of said Note, to secure the performance of all covenants and agreements of the Borrower under the provisions of this security instrument, to secure the payment of all future advances, if any, made hereunder at the option of Lender or future obligations incurred by Lender for the reasonable protection of the lien and priority of Lender on the above described premises and to secure all other obligations of Borrower now or hereafter owing to Lender.