



BK 6386 PG 636-645

BRASHEAR & GINN
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



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RECEIVED

Omaha, Nebraska 68154

DEED OF TRUST

THIS DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING (this "Deed of Trust") is entered into as of the 8th of March, 2001, by and among **The Lutheran Home**, a Nebraska nonprofit corporation ("Trustor"), Kermit A. Brashear III ("Trustee") of Brashear & Ginn, North Old Mill, 711 North 108th Court, Omaha, Nebraska 68154, an attorney licensed to practice in the State of Nebraska, and the **Nebraska District of The Lutheran Church - Missouri Synod** ("Beneficiary"), of 152 South Columbia, P.O. Box 407, Seward, Nebraska 68434.

Trustor irrevocably grants, transfers, assigns and conveys to Trustee, IN TRUST WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms of this Deed of Trust, all of Trustor's present and future estate, right, title and interest in, to and under the following property (the "Premises"):

a. The real property located in the City of Omaha, County of Douglas, State of Nebraska and legally described as set forth in **Exhibit A** attached hereto and by this reference specifically incorporated herein (the "Land"); all buildings, structures and improvements of every nature now or hereafter situated on the Land (the "Improvements"); all rents, issues, profits, royalties, income and other benefits derived from the Land and/or Improvements; all leases or subleases covering the Land and/or Improvements or any portion thereof now or hereafter existing or entered into, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Land and/or the Improvements; all easements, rights-of-way and rights used in connection with the Land and/or the Improvements or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto; and all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Land and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Land;

b. The equipment, materials, machinery, appliances, furniture, fixtures and other tangible personal property of every nature now or hereafter related to, attached to, installed in or used or acquired for use on or in connection with the Land and/or the Improvements (the "Personal Property"); and

c. All claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire in the Land, the Improvements and/or the Personal Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Land, the Improvements and/or the Personal Property, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages, and Trustor hereby authorizes, directs and empowers Beneficiary, at its option, on Trustor's behalf, or on behalf of the successors or assigns of Trustor, to adjust, compromise, claim, collect and receive such proceeds and to give proper receipts and acquittances therefor.

THIS DEED OF TRUST IS MADE FOR THE PURPOSE OF SECURING:

03/08/01-12:03
Brashear & Ginn
00021891.WPD:2

✓ 20458
After recording, please return
this Deed of Trust to:
Kermit A. Brashear, III
711 N. 108th Court
Brashear & Ginn
North Old Mill
Omaha, Ne 68154

MTG 51.00
10 FEB 16-06540
8 BKP C/O COMP
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A. Payment of Trustor's Deed of Trust Note of even date herewith (the "Note") for advances previously made and to be made for the benefit of Trustor, bearing interest at the rate of eight percent (8%) per annum and payable to Beneficiary on demand, and any modifications, renewals or extensions thereof, the terms of which are incorporated herein by reference to the same extent as if set forth in full herein (the "Loan"); and

B. Payment and performance of every obligation, covenant, promise and agreement herein contained.

(collectively, the "Secured Obligations"). This Deed of Trust, the Note and all other loan documents executed or delivered in connection with the loan to Trustor are referred to herein collectively as the "Loan Documents."

TRUSTOR HEREBY PROMISES AND AGREES THAT UNTIL THE SECURED OBLIGATIONS ARE SATISFIED IN FULL, IT SHALL PERFORM AND ABIDE BY ALL OF THE FOLLOWING TERMS, COVENANTS AND CONDITIONS:

1. **Payment of Indebtedness.** Trustor shall pay the Secured Obligations as the same become due and payable and shall keep and perform all covenants, conditions and stipulations set forth in the Loan Documents.

2. **Application of Payments.** All payments made by Trustor to Beneficiary under the Loan Documents shall be applied by Beneficiary: first, to reimburse advancements made to Beneficiary for the protection of the Premises; second, to any amounts due under Section 15 of this Deed of Trust; third, to interest due on the Note; and fourth, to the unpaid principal of the Note and satisfaction of the remaining Secured Obligations.

3. **Title.** Trustor has good and marketable fee simple title to the Premises, free and clear of all liens and encumbrances, charges and other exceptions to title, except such exceptions to title to the Premises listed in the loan policy of title insurance delivered and approved by Beneficiary in connection with the Loan (the "Permitted Exceptions").

4. **Taxes and Assessments.** Trustor shall pay before any penalty attaches all taxes, general and special assessments, ground rents, water charges, sewer charges, liens and encumbrances affecting the Premises and shall keep the Premises free of liens and charges of any government or political subdivision or agency thereof, except the liens for general real estate taxes and local improvement assessments payable in installments which are not yet due.

5. **Maintenance and Repair.**

a. Trustor shall (i) promptly repair, restore, replace or rebuild any portion of the Premises which may become damaged or be destroyed; (ii) maintain the Premises in good condition and repair, free from waste; (iii) comply with all requirements of statutes, ordinances, rules, regulations and other requirements of law relating to the Premises; (iv) comply with any restrictions, covenants and encumbrances of record with respect to the Premises and the use thereof; and (v) if Trustor receives notice from any federal, state or other governmental entity that the Premises are not in compliance with any applicable law, rule, regulation or order, or if Trustor receives notice from any authorized party that the Premises are not in compliance with any applicable restrictive covenant, promptly furnish a copy of any such notice to Beneficiary.

b. Without the prior written consent of Beneficiary, which shall not be unreasonably withheld or delayed, Trustor shall not cause, suffer or permit any (i) change in the intended use or occupancy of the Premises for which the Premises have been

constructed; (ii) zoning reclassification with respect to the Premises; (iii) unlawful use of, or nuisance to exist upon, the Premises; (iv) granting of any easements, licenses, covenants, conditions or declarations of use against the Premises; or (v) amendment or modification of any restrictive covenants or encumbrances upon the Premises. Furthermore, Trustor shall not cause, suffer or permit any material alteration of the Premises without the prior written consent of Beneficiary, which shall not be unreasonably withheld or delayed; provided, however, that Trustor may, without the consent of Beneficiary, make the following alterations: (A) alterations required by law or ordinance and (B) non-material alterations made in the good faith, ordinary course of operating the Premises in connection with on-going maintenance and repairs at the Premises.

6. Liens.

a. Trustor shall not create or suffer or permit any mortgage, lien, charge or encumbrance that is at parity with or superior to the lien of the Deed of Trust to attach to or be filed against the Premises, and excepting only the lien for real estate taxes and assessments not due or delinquent, the liens and encumbrances included in the Permitted Exceptions, and any liens and encumbrances of Beneficiary pursuant to this Deed of Trust and the other Loan Documents.

b. Notwithstanding the foregoing prohibition against mechanic's liens, Trustor, or any party obligated to Trustor to do so, may in good faith and with due diligence contest the validity or amount of any mechanic's lien and defer payment and discharge thereof during the pendency of such contest, provided that:

i. Such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such mechanic's lien;

ii. Within fifteen (15) days after Trustor has been notified of the filing of such mechanic's lien, Trustor shall have notified Beneficiary in writing of Trustor's intention to contest such mechanic's lien or to cause such other party to contest such mechanic's lien; and

iii. Trustor shall either (A) have bonded around such lien in accordance with applicable law and have furnished Beneficiary with written proof of such bond, (B) obtained a title insurance endorsement over such mechanic's lien insuring Beneficiary against loss or damage by reason of the existence of such mechanic's liens, or (C) have deposited or caused to be deposited with Beneficiary at such place as Beneficiary may from time to time in writing appoint, and in the absence of such appointment, then at the place of payment designated in the Note, a sum of money which shall be sufficient in the judgment of Beneficiary to pay in full such mechanic's lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Beneficiary, such increase is advisable. Such deposits are to be held without any allowance of interest. In the event that Trustor shall fail to prosecute such contest or cause such contest to be prosecuted with due diligence, or shall fail to pay or cause to be paid the amount of the mechanic's lien plus any interest finally determined to be due upon the conclusion of such contest, or shall, after electing option (C) above, fail to maintain or cause to be maintained sufficient funds on deposit as hereinabove provided, Beneficiary may, at its option, apply the money as deposited in payment of or on account of such mechanic's lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the

payment in full of such mechanic's lien, together with all interest thereon, Trustor shall forthwith, upon demand, deposit with Beneficiary a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. If the contest of the mechanic's lien claim is ultimately resolved in favor of the claimant, Beneficiary shall apply the money so deposited in full payment of such mechanic's lien or that part thereof then unpaid, together with all interest thereon (provided Trustor is not then in default as set forth in Section 13 hereof) when furnished with evidence satisfactory to Beneficiary of the amount of payment to be made. Any surplus remaining in the control of Beneficiary shall be promptly paid to Trustor, provided Trustor is not then in Default hereunder.

7. **Insurance Coverage.** Trustor, at its sole expense, shall continuously maintain with respect to the Premises and in commercially reasonable amounts all risk property insurance against loss or damage by fire, lightning, windstorm, tornado and other perils and hazards covered by the so-called standard extended coverage endorsement, as well as insurance against such other hazards and in such amounts as is customarily carried by owners and operators of similar properties. All insurance policies maintained pursuant to this Deed of Trust shall name Trustor and Beneficiary as insureds, as their respective interests may appear, and provide that there shall be no cancellation or modification less than fifteen (15) days prior to written notification to Trustee and Beneficiary. Trustor shall deliver to Beneficiary copies of the policies of insurance and renewals thereof or memorandum copies of such policies and renewals thereof. Failure by Trustor to furnish or renew any such insurance required hereunder shall, at the option of Beneficiary, constitute a default.

8. **Proceeds of Insurance.** Trustor shall provide Beneficiary prompt notice of any loss or damage to the Premises, and:

a. In case of loss or damage covered by any of the insurance policies required under Section 7 hereof, Beneficiary is hereby authorized at its option either (i) to reasonably settle and adjust any claim under such insurance policies with the reasonable consent of Trustor (unless an Event of Default under any of the Loan Documents has occurred and is then continuing, in which event Trustor shall have no right to so consent), or (ii) allow Trustor to settle and adjust such claim with the consent of Beneficiary, which shall not be unreasonably withheld or delayed, unless such claim relates to an insured loss for less than Five Thousand Dollars (\$5,000), in which event Beneficiary's consent shall not be required to settle such claim; provided that in either case Beneficiary shall, and is hereby authorized to, collect and receipt for any such insurance proceeds.

b. Any portion of the insurance proceeds remaining after payment in full of the Secured Obligations shall be paid to Trustor or as ordered by a court of competent jurisdiction.

9. **Condemnation and Eminent Domain.**

a. Any and all awards (the "Awards") heretofore or hereafter made or to be made to the present, or any subsequent, owner of the Premises, by all governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Premises (including any award from the United States government at any time after the allowance of a claim therefor, the ascertainment of the amount thereof, and the issuance of a warrant for payment thereof), or the proceeds from a sale in lieu of such condemnation or eminent domain, are hereby assigned by Trustor to Beneficiary, which Awards Beneficiary is hereby authorized to collect and receive from the condemnation authorities, and Beneficiary is hereby authorized to give appropriate receipts and acquittances therefor.

b. Trustor shall provide Beneficiary prompt notice of the commencement of any condemnation or eminent domain proceedings affecting all or any part of the Premises. If any portion of or interest in the Premises is taken by condemnation or eminent domain, then, except as provided in the following sentence and at the option of Beneficiary, Beneficiary shall be entitled to apply the net proceeds toward repayment of the Secured Obligations.

10. **Defense.** Trustor shall appear in and defend any action or proceeding purporting to affect the Premises or the security thereof.

11. **Rights of Beneficiary.** Without affecting the liability of any person, including Trustor (other than any person released pursuant hereto), for the payment of the Secured Obligations and without affecting the lien of this Deed of Trust for the full amount of the indebtedness remaining unpaid upon any property encumbered, Beneficiary and Trustee are respectively authorized and empowered as follows: Beneficiary, at any time from time to time, either before or after the maturity of the Note, and without notice may (a) release any person liable for the payment of any of the indebtedness, (b) make any agreement extending the time or otherwise altering the terms of payment of any of the indebtedness, (c) accept additional security therefor of any kind, (d) release any property, real or personal, securing the indebtedness, and (e) apply any other security held by it to the satisfaction of such indebtedness without prejudice to any of its rights hereunder.

12. **Advances.** Beneficiary, without demand or notice, and without releasing Trustor from any obligation hereunder, may do any or all things required of Trustor by any of the provisions of this Deed of Trust which Trustor has failed to do within sixty (60) days of written notice of same from Beneficiary, and may incur and pay reasonable expenses in connection therewith. Upon written request from Beneficiary, Trustor shall pay to Beneficiary all sums of money Beneficiary shall expend pursuant to this Section.

13. **Events of Default.** Any one or more of the following events shall be deemed an "Event of Default" hereunder:

a. Failure by Trustor to pay within three (3) days of the date such payment is due and payable, (i) any payment of principal of or interest on the Note, or (ii) any other sum secured hereby or due hereunder or under any other Loan Document, together with interest at the default rate, if any, set forth in the Note;

b. Failure by Trustor to perform or observe any covenant or agreement contained in this Deed of Trust (other than the monetary obligations described in subparagraph (a) above), and such failure shall not have been cured within sixty (60) days after written notice from Beneficiary of such failure;

c. Trustor shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for trustors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Trustor or of all or any part of the Premises, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors;

d. A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Trustor seeking any reorganization, dissolution or similar relief under any present or future federal state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for trustors, and such order, judgment or decree shall remain unvacated and unstayed for sixty (60) days from the first date of entry thereof; or any

trustee, receiver or liquidator of Trustor or of all or any part of the Premises, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Trustor and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive);

e. A writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Premises, or any judgment involving monetary damages shall be entered against Trustor which shall become a lien on the Premises or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within sixty (60) days after its entry or levy; or

f. If, during the term of the Note secured by this Deed of Trust, Trustor shall without the prior written approval of Beneficiary sell, convey, alienate, mortgage or encumber the Premises or any part thereof or any interest therein, or shall be divested of its title or any interest therein, in any manner, whether voluntarily or involuntarily, or if there is any merger, consolidation or dissolution affecting Trustor, or if there is a transfer of any interest in Trustor.

14. Acceleration Upon Default, Remedies. Upon the occurrence of an Event of Default, Beneficiary may declare all Secured Obligations to be immediately due and payable, and the same shall thereupon become due and payable without any notice except as otherwise provided herein. Thereafter, Beneficiary may:

a. Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon and take possession of the Premises or any part thereof and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Premises, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Premises, take any action described in this Deed of Trust, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any Secured Obligations, all in such order as Beneficiary may determine. The entering upon and taking possession of the Premises, the taking of any action described in this Deed of Trust, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Premises or the collection, receipt and application of rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale herein conferred; and

b. Commence an action to foreclose this Deed of Trust, appoint a receiver, specifically enforce any of the covenants hereof, or sell the Premises pursuant to the power of sale herein conferred.

15. Exercise of Power of Sale.

a. If Beneficiary elects to sell Trustor's interest in the Premises by exercise of the power of sale as set forth herein, Beneficiary shall notify Trustee in the manner then required by law.

b. Upon receipt of such notice from Beneficiary and at the direction of Beneficiary, Trustee shall cause to be recorded, published and delivered such notices of default and notices of sale as may then be required by law and by this Deed of Trust. Trustee shall, only at the direction of Beneficiary and without demand on Trustor, after such time as may then be required by law and after recordation of such notice of default and after notice of sale having been given as required by law, sell the Premises at the time and place of sale fixed by it in such notice of sale, either as a whole, or in separate lots or parcels or items as Beneficiary shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale, or as otherwise may then be required by law. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

c. As may be permitted by law, after deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of (i) first, to payment of all costs, fees and expenses, including attorneys' fees and expenses incurred by the Beneficiary in exercising the power of sale or foreclosing this Deed of Trust, and (ii) second, as directed by Beneficiary or as may be required by law.

d. Trustee may in the manner provided by law postpone sale of all or any portion of the Premises.

16. Appointment of Receiver. If an Event of Default shall have occurred, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Premises or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Premises and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided in this Deed of Trust and shall continue as such and exercise all such powers until the date of confirmation of sale of the Premises unless such receivership is sooner terminated.

17. Remedies. Beneficiary shall be entitled to enforce payment and performance of any Secured Obligations hereby and to exercise all rights and powers under this Deed of Trust. The acceptance by Beneficiary of any sum after the same is due shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums hereby secured or to declare a default as herein provided.

18. Assignment. Trustor shall not, without the prior written consent of Beneficiary, sell, assign, convey, transfer, lien, pledge, mortgage, lease, encumber or alienate all or any part of the Premises or any interest in Trustor, or enter into any agreement to do any of the foregoing.

19. Trustee. Trustee accepts these trusts when this Deed of Trust is made a public record, and Trustee shall be entitled to reasonable compensation for all services, including fees of its counsel employed in connection herewith, and also reimbursement for all of its reasonable expenses, and Trustor agrees to pay the same.

a. **Substitute Trustee.** Beneficiary may, at any time, nominate and appoint by written notice another Trustee in the place and stead of Trustee named herein or any successor Trustee, and a copy of such notice of appointment shall be forwarded to Trustor, and the original shall be recorded in the records of the county in which this Deed of Trust is

recorded. The title herein conveyed to said Trustee shall be vested in said successor, which appointment shall be in writing.

b. Reconveyance by Trustee. Upon written request of Beneficiary stating that the Secured Obligations have been satisfied in full and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall convey, without warranty, any portion of the Premises then held hereunder.

20. Nonexclusive Remedies; No Waiver. The rights and remedies of Trustee and Beneficiary hereunder are not exclusive but shall be concurrent and cumulative with all other rights and remedies given by law to trustees and beneficiaries under deeds of trust and to the holders of the notes secured thereby. Any failure on the part of Beneficiary to promptly to exercise any right, remedy or option herein given or reserved shall not prevent the exercise thereof at any time thereafter. Nothing in this Deed of Trust shall be construed to prevent Beneficiary from enforcing payment of the Note without first foreclosing this Deed of Trust.

21. Additional Documentation. At all times, and from time to time, upon the request of Beneficiary, Trustor agrees to execute and deliver to Beneficiary such assurances of title and additional papers and instruments as Beneficiary may request.

22. Inspection of Premises and Records. Beneficiary and its representatives and agents shall have the right to make reasonable entries onto the Premises to inspect same.

23. Governing Laws. This Deed of Trust shall be governed by and construed under the laws of the State of Nebraska.

24. Severability. The invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this Deed of Trust shall not affect the remaining portions hereof, and this Deed of Trust shall be construed as if such invalid covenants, phrases, clauses, sentences or paragraphs, if any, had not been included herein.

25. Heirs and Assigns. This Deed of Trust shall inure to the benefit of and bind the successors and assigns of the parties hereto.

26. Amendments. This Deed of Trust may only be amended in writing signed by Trustor and Beneficiary.

27. Notices. All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Deed of Trust (collectively called "Notices") shall be in writing and shall be given by hand delivery, overnight delivery service or registered mail, return receipt requested, to the addresses set forth in the introductory paragraph of this Deed of Trust, or to such other address as a party may hereafter designate to the other parties in writing. Any Notice shall be deemed to have been given (i) upon receipt, if hand delivered, (ii) the next business day, if delivered by overnight delivery service, or (iii) the third business day following the day of deposit of such notice in registered mail, return receipt requested.


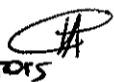
28. Limited Liability of Trustor. Except for those matters set forth herein, the liability of Trustor for the repayment of the indebtedness evidenced by the Note and the performance of obligations under the other Loan Documents shall be limited to the security given by Trustor for the Note and other Secured Obligations under the Loan Documents. Notwithstanding anything to the contrary contained herein or in any of the Loan Documents, and notwithstanding any delay by Beneficiary in exercising any right, power or remedy in connection with any default under any Loan Document, Trustor shall be personally liable beyond the Premises, to the extent of (a) all condemnation awards and payments in lieu thereof and/or insurance proceeds received by Trustor

which are not applied to reasonable costs relating to the restoration of the Premises; (b) the cost to repair the Premises as a result of a casualty to the extent that such cost is not reimbursed by insurance; (c) any liability, damage, cost or expense incurred by Beneficiary as a result of any fraud, material misrepresentation or bad faith by Trustor; (d) any liability, damage, cost or expense incurred by Beneficiary with respect to the Premises in connection with any hazardous substance, solid waste or any other substance or material regulated by any federal, state or local law, statute, regulation, ordinance, code or order relating to environmental quality; (e) any sums advanced by Beneficiary for the protection, repair or maintenance of the Premises, including, without limitation, any fees and expenses of Beneficiary, payable by Trustor under any Loan Document; and (f) any unpaid real estate taxes or assessments or insurance premiums on the Premises which Trustor has failed to pay when due.

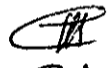
29. **Time is of the Essence.** Time is of the essence in the performance of each and every obligation of Trustor set forth herein.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date set forth in the acknowledgment hereto and effective as of the date first above written.

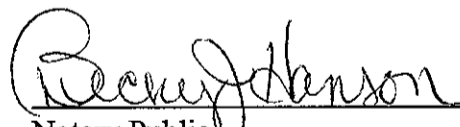
THE LUTHERAN HOME, a Nebraska Nonprofit Corporation

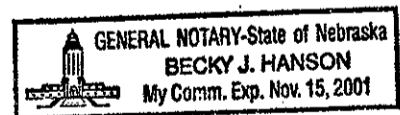
By: 
Thomas H. Penke, President
Chairman, Bd. of Directors 

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)


Chairman, Bd. of Directors

On this 8th day of March, 2001, before me, the undersigned, a Notary Public in and for said county and said state, personally came Thomas H. Penke, ~~President~~ of The Lutheran Home, known to me to be the identical person whose name is affixed to the above Deed of Trust, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Corporation.


Notary Public



DEED OF TRUST

Exhibit A

Legal Description

The Premises is described as the following property located in the City of Omaha, County of Douglas, State of Nebraska:

The South ½ of Lot 1, all of Lots 2, 3, 4, 5, 6 and 7, and Lot 8, except the South 16 feet thereof, in Clarke's St. Mary Avenue Addition, an Addition to the City of Omaha, Douglas County, Nebraska.