


3918

091-74046

ACKNOWLEDGEMENT OF DEED OF TRUST

TRUSTOR READ THIS BEFORE SIGNING:

Trustor understands that the document Trustor is about to execute is a Deed of Trust and not a mortgage and that the power of sale provided for in the Deed of Trust provides substantially different rights and obligations to Trustor than a mortgage in the event of a default or breach of obligation under the Deed of Trust, including, but not limited to, the Lender's right to have the Property sold by the Trustee without any judicial proceeding. Trustor represents and warrants that this acknowledgement was executed by Trustor before the execution of the Deed of Trust.



OTTO GASPAR

ANNELIES GASPAR

By: 

Otto Gaspar, Her Attorney-in-Fact

Otto Gaspar, Her Attorney-in-Fact

DEED OF TRUST WITH FUTURE ADVANCES

THIS DEED OF TRUST, is made as of the 11 day of February, 1991, by and among the Trustor, OTTO GASPAR and ANNELIES GASPAR, whose mailing address is c/o Hoheneck Strasse 19, 8000 Munchen 60, Munich Germany (Fax No. 011 4989 875 539) (herein "Trustor," whether one or more), the Trustee, NATIONAL BANK OF COMMERCE TRUST AND SAVINGS ASSOCIATION, whose mailing address is P.O. Box 82408, Lincoln, Nebraska 68501 (herein "Trustee"), and the Beneficiary, NATIONAL BANK OF COMMERCE TRUST AND SAVINGS ASSOCIATION, whose mailing address is P.O. Box 82408, Lincoln, Nebraska 68501 (herein "Lender").

FOR VALUABLE CONSIDERATION, including Lender's extension of credit identified herein to Otto Gaspar and Annelies Gaspar (herein "Borrower," whether one or more) and the trust

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herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Lender, under and subject to the terms and conditions hereinafter set forth, the real property, described as follows:

See Exhibit A attached hereto and made a part hereof.

Together with all buildings, improvements, fixtures, streets, alleys, passageways, easements, rights, privileges and appurtenances located thereon or in anywise pertaining thereto, and the rents, issues and profits, reversions and remainders thereof, and such personal property that is attached to the improvements so as to constitute a fixture, including, but not limited to, heating and cooling equipment; and together with the homestead or marital interests, if any, which interests are hereby released and waived; all of which, including replacements and additions thereto, is hereby declared to be a part of the real estate secured by the lien of this Deed of Trust and all of the foregoing being referred to herein as the "Property".

This Deed of Trust shall secure (a) the payment of the principal sum and interest evidenced by a promissory note or credit agreement dated February 11, 1991, having a maturity date of April 1, 1993, in the original principal amount of \$4,400,000.00, and any and all modifications, extensions and renewals thereof or thereto and any and all future advances and readvances to Borrower (or any of them if more than one) hereunder pursuant to one or more promissory notes or credit agreements (herein called "Note"); (b) the payment of other sums

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advanced by Lender to protect the security of this Deed of Trust, with interest thereon as provided in the Note; (c) the performance of all covenants and agreements of Trustor set forth herein; and (d) all present and future indebtedness and obligations of Borrower (or any of them if more than one) to Lender whether direct, indirect, absolute or contingent and whether arising by note, guaranty, indemnification for hazardous materials, overdraft or otherwise (the foregoing all collectively referred to as "Obligations"). The Note, this Deed of Trust and any and all other documents that secure the Note or otherwise executed in connection therewith, including without limitation guarantees, security agreements and assignments of leases and rents, and building loan agreement shall be referred to herein as the "Security Documents."

Trustor covenants and agrees with Lender as follows:

1. Payment of Indebtedness. All indebtedness secured hereby shall be paid when due.

2. Title. Trustor is the owner of the Property, has the right and authority to convey the Property, and warrants that the lien created hereby is a first and prior lien on the Property, except for liens and encumbrances set forth by Trustor in writing and delivered to Lender before execution of this Deed of Trust, and the execution and delivery of this Deed of Trust does not violate any contract or other obligation to which Trustor is subject.

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3. Taxes, Assessments. To pay before delinquency all taxes, special assessments and all other charges against the Property now or hereafter levied.

4. Insurance. To keep the Property insured against damage by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require, in amounts and with companies acceptable to Lender, naming Lender as an additional named insured, with loss payable to the Lender. In case of loss under such policies, the Lender is authorized to adjust, collect and compromise, all claims thereunder and shall have the option of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Lender may determine, (ii) to the Trustor to be used for the repair or restoration of the Property or (iii) for any other purpose or object satisfactory to Lender without affecting the lien of this Deed of Trust for the full amount secured hereby before such payment ever took place. Any application of proceeds to indebtedness shall not extend or postpone the due date of any payments under the Note, or cure any default thereunder or hereunder.

5. Escrow. Upon written demand by Lender, Trustor shall pay to Lender, in such manner as Lender may designate, sufficient sums to enable Lender to pay as they become due one or more of the following: (i) all taxes, assessments and other charges against the Property, and (ii) the premiums on the property insurance required hereunder.

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6. Maintenance, Repairs and Compliance with Laws.

Trustor shall keep the Property in good condition and repair; shall promptly repair, or replace any improvement which may be damaged or destroyed; shall not commit or permit any waste or deterioration of the Property; shall not remove, demolish or substantially alter any of the improvements on the Property; shall not commit, suffer or permit any act to be done in or upon the Property in violation of any law, ordinance, or regulation; and shall pay and promptly discharge at Trustor's cost and expense all liens, encumbrances and charges levied, imposed or assessed against the Property or any part thereof.

7. Eminent Domain. Lender is hereby assigned all compensation, awards, damages and other payments or relief (hereinafter "Proceeds") in connection with condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation. Lender shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings, and shall also be entitled to make any compromise or settlement in connection with such taking or damage. In the event any portion of the Property is so taken or damaged, Lender shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Lender may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Property upon such conditions as Lender may determine. Any application of Proceeds to indebtedness shall

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not extend or postpone the due date of any payments under the Note, or cure any default thereunder or hereunder. Any unapplied funds shall be paid to Trustor.

8. Performance by Lender. Upon the occurrence of an Event of Default hereunder, or if any act is taken or legal proceeding commenced which materially affects Lender's interest in the Property, Lender may in its own discretion, but without obligation to do so, and without notice to or demand upon Trustor and without releasing Trustor from any obligation, do any act which Trustor has agreed but fails to do and may also do any other act it deems necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Lender, pay to Lender all costs and expenses incurred and sums expended by Lender in connection with the exercise by Lender of the foregoing rights, together with interest thereon at the default rate provided in the Note, which shall be added to the indebtedness secured hereby. Lender shall not incur any liability because of anything it may do or omit to do hereunder.

9. Hazardous Materials. Trustor shall keep the Property in compliance with all applicable laws, ordinances and regulations relating to industrial hygiene or environmental protection (collectively referred to herein as "Environmental Laws"). Trustor shall keep the Property free from all substances deemed to be hazardous or toxic under any Environmental Laws (collectively referred to herein as "Hazardous Materials"). Trustor hereby warrants and represents to Lender that they know of no Hazardous Materials on or under the Property except as is

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described in that certain environmental report prepared by HWS Technologies, Inc., dated January 24, 1991, a copy of which has been given to Lender. Trustor hereby agrees to indemnify and hold harmless Lender, its directors, officers, employees and agents, and any successors to Lender's interest, from and against any and all claims, damages, losses and liabilities arising in connection with the presence, use, disposal or transport of any Hazardous Materials on, under, from or about the Property. THE FOREGOING WARRANTIES AND REPRESENTATIONS, AND TRUSTOR'S OBLIGATIONS PURSUANT TO THE FOREGOING INDEMNITY, SHALL SURVIVE RECONVEYANCE OF THIS DEED OF TRUST.

Lender shall have the right:

(i) at any time that Lender reasonably suspects the presence of asbestos or Hazardous Materials subject to regulation under Environmental Laws, in, on, under, from or around the Property (except with respect to any Hazardous Materials used in the ordinary course of business of the tenants of the Property, with respect to which use there has been no violation of Environmental Laws); or

(ii) upon and after any failure to comply with the provisions of this paragraph 9, to require Trustor, at the sole cost and expense of Trustor, to employ a qualified independent environmental auditor, acceptable to Lender, to conduct an environmental audit of the Premises to determine whether there is any asbestos or Hazardous Material above, in, on, under, from or around the Property, such that the Property, any activity related to the Property or the

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Hazardous Materials is subject to regulation under Environmental Laws. Lender shall instruct such auditor to conduct such audit in such a manner as to minimize interference with the operation of the Property.

10. Assignment of Rents. Trustor hereby assigns to Lender the rents, issues and profits of the Property; provided that Trustor shall, until the occurrence of an Event of Default hereunder, have the right to collect and retain such rents, issues and profits as they become due and payable. Upon the occurrence of an Event of Default, Lender may, 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 Property, or any part thereof, in its own name or in the name of the Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Property, 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 attorneys' fees, upon any indebtedness secured hereby, all in such order as Lender may determine. The entering upon and taking possession of the Property, 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 hereunder or invalidate any act done

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in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, and Trustee and Lender shall be entitled to exercise every right provided for in any of the Security Documents or by law upon occurrence of any Event of Default, including without limitation the right to exercise the power of sale. Further, Lender's rights and remedies under this paragraph shall be cumulative with, and in no way a limitation on, Lender's rights and remedies under any assignment of leases and rents recorded against the Property. Lender, Trustee and the receiver shall be liable to account only for those rents actually received.

11. Events of Default. The following shall constitute an Event of Default under this Deed of Trust if (except for 11(a)) not cured within fifteen (15) days after written notice thereof:

(a) Failure to pay any installment of principal or interest or any other sum secured hereby when due;

(b) A breach of or default under any provision contained in the Note, this Deed of Trust, any of the Security Documents, or any other lien or encumbrance upon the Property;

(c) A writ of execution or attachment or any similar process shall be entered against Trustor which shall become a lien on the Property or any portion thereof or interest therein;

(d) There shall be filed by or against Trustor or Borrower an action under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or there shall be appointed any trustee, receiver or liquidator of Trustor or Borrower or of all or any part of the Property, or the rents, issues or profits thereof, or Trustor or

Borrower shall make any general assignment for the benefit of creditors;

(e) The sale, transfer, lease, assignment, conveyance or further encumbrance of all or any part of or any interest in the Property, either voluntarily or involuntarily, without the express written consent of Lender; provided that Trustor shall be permitted to execute leases of the Chateau Apartments or Townhouses in the ordinary course of business operation of the Property; such leases shall be on Trustor's standard form of lease which are approved by Lender;

(f) Abandonment of the Property; or

(g) Failure of the Trustor to provide complete annual financial statements, of at least compilation quality, not later than June 30 of each year during the term of this loan, in connection with the operating of the Chateau apartments and townhouses. In addition, Trustor agrees to provide a personal financial statement within ninety (90) days after the end of each June 30.

12. Remedies; Acceleration Upon Default. In the event of any Event of Default Lender may, without notice except as required by law, declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Lender may:

(a) Demand that Trustee exercise the POWER OF SALE granted herein, and Trustee shall thereafter cause Trustor's interest in the Property to be sold and the proceeds to be distributed, all in the manner and with the notices as provided in the Nebraska Trust Deeds Act, Sec. 76-1001, et seq., Neb. R.R.S. 1943;

(b) Exercise any and all rights provided for in any of the Security Documents or by law upon occurrence of any Event of Default; and

(c) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof.

No remedy herein conferred upon or reserved to Trustee or Lender is intended to be exclusive of any other remedy herein, in the Security Documents or by law provided or permitted, but each

shall be cumulative, shall be in addition to every other remedy given hereunder, in the Security Documents or now or hereafter existing at law or in equity or by statute, and may be exercised concurrently, independently or successively.

13. Trustee. The Trustee may resign at any time without cause, and Lender may at any time and without cause appoint a successor or substitute Trustee. Trustee shall not be liable to any party, including without limitation Lender, Borrower, Trustor or any purchaser of the Property, for any loss or damage unless due to reckless or willful misconduct, and shall not be required to take any action in connection with the enforcement of this Deed of Trust unless indemnified, in writing, for all costs, compensation or expenses which may be associated therewith. In addition, Trustee may become a purchaser at any sale of the Property (judicial or under the power of sale granted herein); postpone the sale of all or any portion of the Property, as provided by law; or sell the property as a whole, or in separate parcels or lots at Trustee's discretion.

14. Fees and Expenses. In the event Trustee sells the Property by exercise of power of sale, Trustee shall be entitled to apply any sale proceeds first to payment of all costs and expenses of exercising power of sale, including all Trustee's fees, and Lender's and Trustee's attorney's fees, actually incurred to extent permitted by applicable law. In the event Borrower or Trustor exercises any right provided by law to cure an Event of Default, Lender shall be entitled to recover from Trustor all costs and expenses actually incurred as a result of

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Trustor's default, including without limitation all Trustee's and attorney's fees, to the extent permitted by applicable law.

15. Future Advances. Upon request of Borrower, Lender may, at its option, make additional and future advances and readvances to Borrower. Such advances and readvances, with interest thereon, shall be secured by this Deed of Trust. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced to protect the security of this Deed of Trust, exceed the original principal amount stated herein, or \$4,400,000.00, whichever is greater.

16. Miscellaneous Provisions.

(a) Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demands made by the original Borrower and Borrower's successors in interest.

(b) Lender's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Lender may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Lender's option any parcel, portion or all of the Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

(c) Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the

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payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

(d) Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Trustor. All covenants and agreements of Trustor shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

(e) Request for Notices. The parties hereby request that a copy of any notice of default hereunder and a copy of any notice of sale hereunder be mailed to each party to this Deed of Trust at the address set forth and in the manner prescribed by applicable Nebraska law. All notices hereunder shall be in writing to all the parties and addresses as follows (or to such other address as either party may notify the other in writing):

AS TO LENDER: National Bank of Commerce Trust
and Savings Association
P.O. Box 82408
Lincoln, Nebraska 68501

WITH A COPY TO: Wallace A. Richardson
KNUDSEN, BERKHEIMER,
RICHARDSON & ENDACOTT
1000 NBC Center
Lincoln, Nebraska 68508

AS TO BORROWER: Otto and Annelies Gaspar
c/o Hoheneck Strasse 19
8000 Munchen 60
Munich, Germany
Fax Number: 011 4989 875 539

WITH A COPY TO: Manager, Chateau LaFleur Apartments
1025 North 63rd Street
Lincoln, Nebraska 68505

AND COPY TO: Ward F. Hoppe
P.O. Box 6036
Lincoln, Nebraska 68506-6036

Such notice shall be deemed delivered on the date personally delivered or sent by telecopier facsimile, or on the date after the same was sent via a nationally recognized express next business day delivery service. The date and manner of the notice sent to Manager shall control. Notice to Borrower shall be by telecopier facsimile, and to all other

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parties by hand delivery or by a nationally recognized express next business day delivery service. All notices and copies shall be sent the same day.

(f) **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Trustor notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

(g) **Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Trustor shall pay all costs of recordation, if any.

(h) **Personal Property; Security Agreement.** As additional security for the payment of the Indebtedness, Trustor hereby grants Lender under the Nebraska Uniform Commercial Code a security interest in all fixtures, equipment, and other personal property used in connection with the real estate or improvements located thereon, and not otherwise declared or deemed to be a part of the real estate secured hereby. This instrument shall be construed as a Security Agreement under said Code, and the Lender shall have all the rights and remedies of a secured party under said Code in addition to the rights and remedies created under and accorded the Lender pursuant to this Deed of Trust; provided that Lender's rights and remedies under this paragraph shall be cumulative with, and in no way a limitation on, Lender's rights and remedies under any other security agreement signed by Borrower or Trustor.

(i) **Liens and Encumbrances.** Trustor hereby warrants and represents that there is no default under the provisions of any mortgage, deed of trust, lease or purchase contract describing all or any part of the Property, or other contract, instrument or agreement constituting a lien or encumbrance against all or any part of the Property (collectively, "Liens"), existing as of the date of this Deed of Trust, and that any and all existing Liens remain unmodified except as disclosed to Lender in Trustor's written disclosure of liens and encumbrances provided for herein. Trustor shall timely perform all of Trustor's obligations, covenants, representations and warranties under any and all existing and future Liens, shall promptly forward to Lender copies of all notices of default sent in connection with any and all existing or future Liens, and shall not without Lender's prior written consent in any manner modify the provisions of or allow any future advances under any existing or future Liens.

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(j) Application of Payments. Unless otherwise required by law, sums paid to Lender hereunder, including without limitation payments of principal and interest, insurance proceeds, condemnation proceeds and rents and profits, shall be applied by Lender to the amounts due and owing from Trustor and Borrower in such order as Lender in its sole discretion deems desirable.

(k) Severability. If any provision of this Deed of Trust conflicts with applicable law or is declared invalid or otherwise unenforceable, such conflict or invalidity shall not affect the other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

(l) Terms. The terms "Trustor" and "Borrower" shall include both singular and plural, and when the Trustor and Borrower are the same person(s), those terms as used in this Deed of Trust shall be interchangeable.

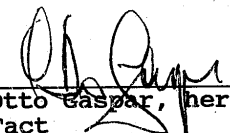
(m) Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska.

Trustor has executed this Deed of Trust as of the date written above.



OTTO GASPAR, Trustor

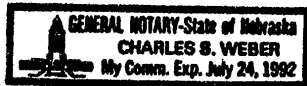
ANNELIES GASPAR, Trustor

By: 

Otto Gaspar, her Attorney-in-Fact

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STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

The foregoing Acknowledgement of Deed of Trust and Deed of Trust with Future Advances were acknowledged before me this 11th day of FEBRUARY, 1991, by OTTO GASPAR, Trustor, and were executed in the order set forth above.




Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

The foregoing Acknowledgement of Deed of Trust and Deed of Trust with Future Advances were acknowledged before me this 11th day of FEBRUARY, 1991, by Otto Gaspar, Attorney-in-Fact for ANNELIES GASPAR, Trustor, and were executed in the order set forth above.




Notary Public

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EXHIBIT "A"

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The land referred to in this Commitment is located in the County of LANCASTER, State of NEBRASKA and described as follows:

PARCEL 1:

THAT PORTION OF LOT TWO HUNDRED THIRTY-EIGHT (238) OF IRREGULAR TRACTS IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4), THENCE 270 DEGREES 23 MINUTES 30 SECONDS (ASSUMED AZIMUTH) IN A WESTERLY DIRECTION, ALONG THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4), A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE 180 DEGREES 03 MINUTES 16 SECONDS IN A SOUTHERLY DIRECTION, PARALLEL WITH AND 30.00 FEET WESTERLY FROM THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4), A DISTANCE OF 635.77 FEET, THENCE ALONG A CURVE, WHO'S RADIUS IS 44.00 FEET A DISTANCE OF 49.89 FEET ARC, CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING 212 DEGREES 32 MINUTES 24 SECONDS IN A SOUTHWESTERLY DIRECTION, A CHORD DISTANCE 47.26 FEET, THENCE ALONG A CURVE WHO'S RADIUS IS 60.00 FEET A DISTANCE OF 68.04 FEET ARC, CURVE TO THE LEFT, SAID CURVE HAVING A CHORD BEARING 212 DEGREES 32 MINUTES 24 SECONDS IN A SOUTHWESTERLY DIRECTION, A CHORD DISTANCE OF 64.45 FEET; THENCE 180 DEGREES 03 MINUTES 16 SECONDS IN A SOUTHERLY DIRECTION, A DISTANCE OF 36.47 FEET, TO A POINT ON A CURVED LINE, THENCE ALONG A CURVE WHO'S RADIUS IS 537.46 FEET A DISTANCE OF 109.69 FEET ARC, CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING 124 DEGREES 46 MINUTES 40 SECONDS IN A SOUTHEASTERLY DIRECTION, A CHORD DISTANCE OF 109.50 FEET TO A POINT ON THE EAST LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4), THENCE 180 DEGREES 03 MINUTES 16 SECONDS IN A SOUTHERLY DIRECTION, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4) A DISTANCE OF 83.02 FEET, THENCE ALONG A CURVE, WHO'S RADIUS IS 477.46 FEET, A DISTANCE OF 264.53 FEET ARC, CURVE TO THE LEFT, SAID CURVE HAVING A CHORD BEARING 301 DEGREES 14 MINUTES 45 SECONDS IN A NORTHWESTERLY DIRECTION, A DISTANCE 261.16 FEET, THENCE ALONG A CURVE WHO'S RADIUS IS 1432.69 FEET A DISTANCE OF 730.00 FEET ARC, CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING 299 DEGREES 58 MINUTES 15 SECONDS IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 722.13 FEET, THENCE 314 DEGREES 34 MINUTES 04 SECONDS IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 340.90 FEET, THENCE ALONG A CURVE, WHO'S RADIUS IS 573.70 FEET A DISTANCE OF 224.64 FEET ARC, CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING 325 DEGREES 47 MINUTES 07 SECONDS IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 223.21 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4), THENCE 90 DEGREES 23 MINUTES 30 SECONDS IN A EASTERLY DIRECTION, ALONG THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4), A DISTANCE OF 1,188.11 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

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EXHIBIT "A"

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PARCEL 2:
 THAT PORTION OF LOT TWO HUNDRED THIRTY-NINE (239) OF IRREGULAR TRACTS
 IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 21, TOWNSHIP 10 NORTH,
 RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, DESCRIBED
 AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST
 QUARTER OF THE NORTHWEST QUARTER (SE 1/4 NW 1/4) OF SECTION 21,
 THENCE 90 DEGREES 21 MINUTES 48 SECONDS (ASSUMED AZIMUTH), IN AN
 EASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF
 THE NORTHWEST QUARTER (SE 1/4 NW 1/4), A DISTANCE OF 79.02 FEET,
 THENCE 359 DEGREES 54 MINUTES 28 SECONDS IN A NORTHERLY DIRECTION,
 ALONG THE WEST LINE OF LOT 189, IRREGULAR TRACT TO THE NORTH, A
 DISTANCE OF 233.04 FEET TO THE POINT OF BEGINNING, SAID POINT BEING
 ALSO THE NORTHWEST CORNER OF SAID LOT 189, IRREGULAR TRACT, THENCE
 CONTINUING 359 DEGREES 54 MINUTES 28 SECONDS, IN A NORTHERLY
 DIRECTION, ALONG THE WEST LINE OF SAID LOT 189, IRREGULAR TRACT, TO
 THE SOUTH EXTENDED NORTH, A DISTANCE OF 254.16 FEET, THENCE 28
 DEGREES 41 MINUTES 22 SECONDS, IN A NORTHEASTERLY DIRECTION, A
 DISTANCE OF 150.75 FEET TO A POINT ON THE SOUTHERLY FIFTY (50) FOOT
 RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD, THENCE
 SOUTHEASTERLY ALONG THE SOUTHERLY FIFTY (50) FOOT RIGHT OF WAY LINE
 OF THE MISSOURI PACIFIC RAILROAD, ON A CURVE WHO'S RADIUS IS 2814.79
 FEET, A DISTANCE OF 606.67 FEET ARC CURVE TO THE RIGHT, SAID CURVE
 HAVING A CHORD BEARING 118 DEGREES 58 MINUTES 56 SECONDS, IN A
 SOUTHEASTERLY DIRECTION, A DISTANCE OF 605.11 FEET, THENCE 125
 DEGREES 09 MINUTES 10 SECONDS, IN A SOUTHEASTERLY DIRECTION ON THE
 FINAL TANGENT OF THE PREVIOUSLY DESCRIBED CURVE, ALONG THE SOUTHERLY
 FIFTY FOOT (50) RIGHT OF WAY LINE OF THE SAID MISSOURI PACIFIC
 RAILROAD, A DISTANCE OF 247.65 FEET TO THE NORTHEAST CORNER OF SAID
 LOT 239, IRREGULAR TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER
 OF LOT 142, IRREGULAR TRACT, THENCE 180 DEGREES 23 MINUTES 50 SECONDS
 IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF LOT 142, IRREGULAR
 TRACT, A DISTANCE OF 146.75 FEET, TO A POINT ON THE NORTH RIGHT OF
 WAY LINE OF VINE STREET, SAID POINT BEING THE SOUTHEAST CORNER OF LOT
 239, IRREGULAR TRACT, FORTY FEET (40) NORTH OF THE SOUTH LINE OF SAID
 NORTHWEST QUARTER (NW 1/4), THENCE 270 DEGREES 21 MINUTES 48 SECONDS,
 IN A WESTERLY DIRECTION FORTY FEET (40) NORTH OF AND PARALLEL WITH
 THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) AND ALONG THE SAID
 NORTH RIGHT OF WAY LINE OF VINE STREET, A DISTANCE OF 652.45 FEET, TO
 THE SOUTHEAST CORNER OF SAID LOT 189, IRREGULAR TRACT, SAID POINT
 BEING FORTY FEET (40) NORTH OF THE SOUTH LINE OF SAID NORTHWEST
 QUARTER (NW 1/4), THENCE 359 DEGREES 54 MINUTES 28 SECONDS, IN A
 NORTHERLY DIRECTION, ALONG THE EAST LINE OF SAID LOT 189, IRREGULAR
 TRACT, A DISTANCE OF 193.04 FEET TO THE NORTHEAST CORNER OF SAID LOT
 189, IRREGULAR TRACT, THENCE 270 DEGREES 21 MINUTES 48 SECONDS, IN A
 WESTERLY DIRECTION, 233.04 FEET NORTH OF AND PARALLEL WITH THE SOUTH
 LINE OF SAID NORTHWEST QUARTER (NW 1/4) AND ALONG THE NORTH LINE OF
 SAID LOT 189, IRREGULAR TRACT, A DISTANCE OF 150.00 FEET TO THE POINT
 OF BEGINNING.

P.L. 239 SE NW

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EXHIBIT "A"

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PARCEL 3:
 THAT PORTION OF LOT TWO HUNDRED THIRTY-NINE (239) OF IRREGULAR TRACTS
 IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 21, TOWNSHIP 10 NORTH,
 RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, MORE
 PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST
 CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4 NW
 1/4), THENCE 270 DEGREES 21 MINUTES 48 SECONDS (ASSUMED AZIMUTH) IN A
 WESTERLY DIRECTION ALONG THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER
 OF THE NORTHWEST QUARTER (SW 1/4 NW 1/4), A DISTANCE OF 221.03 FEET,
 THENCE 00 DEGREES 00 MINUTES 00 SECONDS IN A NORTHERLY DIRECTION, A
 DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON
 THE NORTH RIGHT OF WAY LINE OF VINE STREET AND 7 FEET NORTH OF THE
 SOUTHWEST CORNER OF SAID LOT 239, IRREGULAR TRACT, THENCE CONTINUING
 00 DEGREES 00 MINUTES 00 SECONDS, IN A NORTHERLY DIRECTION ALONG THE
 EAST LINE OF KRUEGERS ADDITION, A DISTANCE OF 427.55 FEET TO THE
 NORTHEAST CORNER OF SAID KRUEGERS ADDITION, THENCE 270 DEGREES 29
 MINUTES 30 SECONDS, IN A WESTERLY DIRECTION, ALONG THE NORTH LINE OF
 SAID KRUEGERS ADDITION, A DISTANCE OF 109.98 FEET, TO A POINT ON THE
 EAST LINE OF NORTH 59TH STREET, THENCE 00 DEGREES 01 MINUTES 31
 SECONDS, IN A NORTHERLY DIRECTION, ON THE EAST LINE OF NORTH 59TH
 STREET AND THE EAST LINE OF PARK VALLEY HEIGHTS ADDITION, A DISTANCE
 OF 182.23 FEET, THENCE 50 DEGREES 17 MINUTES 10 SECONDS, IN A
 NORTHEASTERLY DIRECTION, A DISTANCE OF 62.41 FEET, THENCE 329 DEGREES
 00 MINUTES 29 SECONDS, IN A NORTHWESTERLY DIRECTION, A DISTANCE OF
 93.69 FEET TO A POINT ON THE SOUTHERLY FIFTY (50) FOOT RIGHT OF WAY
 LINE OF THE MISSOURI PACIFIC RAILROAD, SAID POINT BEING THE NORTHEAST
 CORNER OF PARK VALLEY HEIGHTS, THENCE SOUTHEASTERLY ALONG THE
 SOUTHERLY FIFTY (50) FOOT RIGHT OF WAY LINE OF SAID MISSOURI PACIFIC
 RAILROAD, ON A CURVE WHO'S RADIUS IS 2,814.79 FEET, A DISTANCE OF
 385.44 FEET ARC CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD BEARING
 OF 106 DEGREES 25 MINUTES 45 SECONDS, IN A SOUTHEASTERLY DIRECTION, A
 DISTANCE OF 385.14 FEET, THENCE 208 DEGREES 48 MINUTES 45 SECONDS, IN
 A SOUTHWESTERLY DIRECTION, A DISTANCE OF 204.37 FEET, THENCE 180
 DEGREES 09 MINUTES 28 SECONDS, IN A SOUTHERLY DIRECTION, A DISTANCE
 OF 443.93 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF VINE
 STREET, SAID POINT ALSO BEING FORTY (40) FEET NORTH OF THE SOUTH LINE
 OF SAID NORTHWEST QUARTER (NW 1/4), THENCE 270 DEGREES 21 MINUTES 48
 SECONDS IN A WESTERLY DIRECTION, FORTY (40) FEET NORTH OF AND
 PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) ON
 THE NORTH RIGHT OF WAY LINE OF VINE STREET, A DISTANCE OF 159.57 FEET
 TO THE POINT OF BEGINNING;

P 4 L 2 3 9 5 E N W

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE
 NORTHWEST CORNER OF LOT 204, IRREGULAR TRACTS, IN THE NORTHWEST
 QUARTER (NW 1/4) OF SAID SECTION 21, SAID POINT BEING ON THE
 SOUTHERLY RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD, THENCE
 IN AN EAST-SOUTHEASTERLY DIRECTION, ALONG A 2,814.79 FOOT RADIUS
 CURVE TO THE RIGHT, ON A CHORD HAVING AN AZIMUTH (ASSUMED) OF 70
 DEGREES 19 MINUTES 59 SECONDS, AN ARC DISTANCE OF 50.65 FEET, THENCE
 159 DEGREES 49 MINUTES 41 SECONDS, IN A SOUTHERLY DIRECTION, A
 DISTANCE OF 52.87 FEET TO THE NORTHEAST LINE OF SAID LOT 204,
 IRREGULAR TRACT, THENCE 296 DEGREES 17 MINUTES 49 SECONDS, IN A
 NORTHWESTERLY DIRECTION, ALONG THE NORTHEASTERLY LINE OF SAID LOT
 204, IRREGULAR TRACT, A DISTANCE OF 73.54 FEET TO THE POINT OF
 BEGINNING.

NTC (COW)

IT
 CHECKED
 [Signature]

LANCASTER COUNTY, NEBR.

San Jello
REGISTER OF DEEDS

\$95⁵⁰

91 FEB 12 AM 10:39

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