

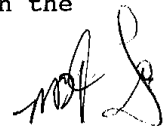
SUPPLEMENTAL DEED OF TRUST WITH FUTURE ADVANCES

THIS DEED OF TRUST, is made as of the 10TH day of February, 1995, by and among the Trustor, Otto Gaspar and Annelies Gaspar, whose mailing address is c/o Hoheneck Strasse 19, 81243 Munchen, Germany (Fax Number 011 4989 8977-2222) (herein "Trustor," whether one or more), the Trustee, National Bank of Commerce, whose mailing address is P.O. Box 82408, Lincoln, Nebraska 68501 (herein "Trustee"), and the Beneficiary, National Bank of Commerce 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 and Annelies Gaspar (herein "Borrower," whether one or more) and the trust 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.

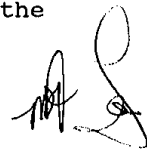
Together with all buildings, improvements, fixtures, streets, alleys, passageways, easements, rights, privileges and appurtenances located thereon or in anywise pertaining thereto, and the rents, issues and profits, reversions and remainders thereof, and such personal property that is attached to the 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 is a Supplemental Deed of Trust and supplements that certain Deed of Trust dated February 11, 1991, recorded as Instrument Number 91-3918 in the Office of Registrar of Deeds of Lancaster County, Nebraska, and further supplements another Deed of Trust dated November 5, 1991, and filed in the Office of the Registrar of Deeds of Lancaster County, as Instrument Number 91-37666 (hereinafter referred to "Prior Liens").

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 10, 1995, having a maturity date of March 1, 2000, in the original principal amount of \$12,000,000.00, and any and all modifications, extensions and renewals thereof or thereto and any and all future advances and re-advances to Borrower (or any of them if more than one) hereunder pursuant to one or more promissory notes or credit agreements (herein called "Note"), which Note includes a renewal of the sums heretofore advanced under that certain promissory note dated February 11, 1991, in the principal sum of \$4,400,000.00, and that certain promissory note dated November 5, 1991 in the original principal amount of \$3,500,000.00; (b) the payment of other sums advanced by Lender to protect the security of this Deed of Trust, with interest thereon as provided in the

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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 are otherwise executed in connection therewith, including without limitation guarantees, security agreements and assignments of leases and rents, and 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 described herein or 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.

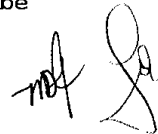
3. **Taxes, Assessments.** To pay before delinquency all taxes, special assessments and all other charges against the Property now or hereafter levied.



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, including flood insurance, 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.

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

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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 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.

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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 and which violate any Environmental Laws (collectively referred to herein as "Hazardous Materials"). Trustor hereby warrants and represents to Lender that they are unaware of any Hazardous Materials on or under the Property which have not been previously disclosed, are described in the environmental report (described as GSI #2202252 dated January 13, 1995) or which are known to Trustors to violate

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environmental laws. 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 which may be in violation of 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 Event of Default hereunder, 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 Hazardous Materials is subject to regulation under Environmental Laws. Lender shall instruct

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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 in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the

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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 which materially affects the credit of the Borrower or impairs the collateral position or security of the Lender;

(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:

(1) That Trustor shall be permitted to execute leases of the Property in the ordinary course of business operation of the Property, if such leases shall be on Trustor's standard form of lease which is approved by Lender, and does not contain an option to purchase, and the term of which does not exceed one year; and (2) further provided that the Borrower, with the written permission of the Lender, may place a junior lien against the Property and, so long as the debt service coverage ratio for the Property is equal to or greater than 1.25, such permission shall not be refused. Debt service coverage ratio shall mean net operating income for the preceding calendar year divided by the sum of principal and interest payments under the Note for the same period, plus the estimated principal and interest payments for the proposed junior lien. Net operating income shall mean all income from operations, less all cash expenses associated with the operation, repair and maintenance of the Property. Lender shall not unreasonably refuse to give Borrower permission to transfer all of the Property to a family owned corporation or a family owned limited liability company.

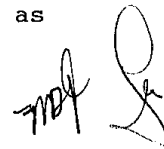
(f) Abandonment of the Property; or

(g) Failure of the Trustor to provide complete annual financial statements, of at least compilation quality, not later than June 30 each year during the term of this Deed of Trust, in connection with the operation of the Property for the calendar year ending the preceding December 31. The financial statements shall be completed by a certified public accountant and, at Lender's discretion, may be required on a more frequent basis and of a higher quality than "compilation".

(h) Failure of the Trustor to provide to Lender, on each June 30 during the term of this Deed of Trust, a list showing the name of each tenant occupying each unit, the current rent due, garage rent, and the starting date of such lease and the date of termination of such lease.

(i) Trustor covenants that it shall provide Lender with a "First Right of Refusal" to match the terms and conditions of any loan Borrower should procure for the Property, by Lender issuing a written commitment within 15 days after receiving written notice from Borrower of the terms of any such loan which Borrower intends to accept.

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:

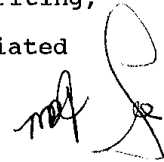
(a) Demand that Trustee exercise the POWER OF SALE granted herein, and Trustee shall thereafter cause Trustor's interest in the Property to be sold and the proceeds to be distributed, all in the manner and with the notices as provided in the Nebraska Trust Deeds Act, §76-1001, et. seq., Nebraska 1943 (Reissue 1990);

(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.

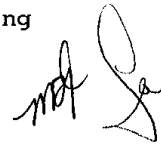
13. Trustee. The Trustee may resign at any time without cause, and Lender may at any time and without cause appoint a successor or substitute Trustee. Trustee shall not be liable to any party, including without limitation Lender, Borrower, Trustor or any purchaser of the Property, for any loss or damage 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 Trustor's default, including without limitation all Trustee's and attorney's fees, to the extent permitted by applicable law.

15. **Future Advances.** In the event Borrower has prepaid part of the outstanding principal balance of the capital Note, Lender intends to make funds available to the Borrower up to an amount of \$2,500,000.00 (as provided in the Note Secured hereby) but in no case greater than the remaining scheduled balance of the original \$12,000,000.00 loan on a 20 year amortization schedule under the prevailing interest rate at the time of the re-advance, as calculated by the Lender. Such advances and re-advances, 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

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sums advanced to protect the security of this Deed of Trust, exceed the original principal amount stated herein, or \$12,000,000.00, 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 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
81243 Munchen, Germany
Fax Number 011 4989 8977-2222

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

AND A COPY TO : Ward F. Hoppe
Suite 303
1101 Cornhusker Hwy.
Lincoln, Nebraska 68521

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 made by telecopier facsimile, and to all other 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.

(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.

17. Partial Release. Borrower has the right, upon written request delivered to Lender, to designate and have released from this Deed of Trust, portions of the Property on the following terms and conditions:

(a) Borrower shall have the right to obtain a partial release of the lien of this Deed of Trust for each of the parcels described on Exhibit A, upon the payment of the following sum of money for each parcel described in Exhibit A:

<u>PARCEL NUMBER</u>	<u>COMMON NAME</u>	<u>RELEASE PRICE</u>
1	Adriana Court	\$1,860,000
2	Charleston Court	\$3,312,000
3	Chateau La Fleur Apartments	\$2,590,000
4	Chateau Meadows	\$2,242,000
5	Chateau La Fleur Townhomes	\$1,996,000
6	Senior Housing	\$ -0-

(b) A partial release, as described above in Paragraph 17(a), is not allowed in the event any default has occurred and is continuing under the Note or this Deed of Trust. Notwithstanding, the foregoing, in the event that: (i) a non-monetary default has been declared by Lender, and such default is unique to one or more parcels described above (but not all) and is continuing, the release of which would cure the default as to the remaining parcels; and (ii) Lender has given Borrower notice of its intention to foreclose the lien of this Deed of Trust against all parcels which act as security for the payment of the Note secured hereby, then, in such event, Borrower may, within 90 days after receiving such notice, prepay the amount required above to release those parcels to which the default relates. Lender is not allowed to take advantage of any of the default provisions until the 90 days has expired. In such event, Borrower shall pay to Lender the sums set forth in the Note as a fee for the privilege of making any such prepayment.



(c) Lender shall not be required to incur any expense in complying with the provisions hereof and Borrower shall indemnify the Lender from any such cost or expense.

(d) Borrower shall provide to Lender an endorsement to the title insurance policy given at the time of the execution and delivery of this Deed of Trust, continuing to insure this Deed of Trust as a first lien, subject only to those exceptions in Ticor Title Insurance Policy No. 060201 dated December 19, 1994 1995 or such other exceptions as Lender may have approved in writing.

(e) No partial release shall be provided which would prevent, prohibit or impair adequate means of ingress and egress between the parcels of real estate which will remain subject to this Deed of Trust.

(f) Borrower covenants with Lender that Borrower shall exercise good faith in the request for the advance and readvance of funds hereunder, such that Lender may maintain reasonable protection for the repayment of the Note.

(g) Prior to receiving a partial release of Parcel 3 (Chateau Apartments) Borrower shall assure continued access to the clubhouse located on Parcel 3 from the other parcels which remain as security under this Deed of Trust, all upon terms and conditions acceptable to Lender.

(h) As consideration for any partial release granted under this paragraph, Borrower shall pay the Lender the sum set forth in the Note as a fee for the privilege of making such prepayment.

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

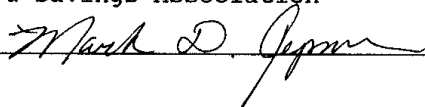


Otto Gaspar, Borrower



Annelies Gaspar, Borrower

National Bank of Commerce
Trust & Savings Association

By: 

STATE OF Nebraska)
) ss.
COUNTY OF Lancaster)

The foregoing Supplemental Deed of Trust with Future Advances was acknowledged before me this 10th day of February 1995, by Otto Gaspar.



Mark D. Jepson
Notary Public

STATE OF Nebraska)
) ss.
COUNTY OF Lancaster)

The foregoing Supplemental Deed of Trust with Future Advances was acknowledged before me this 10th day of February 1995, by Annelies Gaspar.



Mark D. Jepson
Notary Public

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PARCEL 1:

A TRACT OF LAND OUT OF AND A PART OF LOT 237 IRREGULAR TRACT LOCATED IN THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 237 I.T., SAID POINT BEING 3/4 " IRON PIPE; THENCE: NORTH 00 DEGREES 12 MINUTES 36 SECONDS WEST, A DISTANCE OF 438.14 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 56 SECONDS EAST A DISTANCE OF 389.23 FEET; THENCE SOUTH 49 DEGREES 06 MINUTES 06 SECONDS EAST A DISTANCE OF 747.84 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 52 SECONDS WEST, A DISTANCE OF 463.17 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 03 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 25 SECONDS WEST, A DISTANCE OF 489.50 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A TRACT OF LAND OUT OF AND A PART OF LOT 237 IRREGULAR TRACTS AND ALL OF LOT 240 IRREGULAR TRACT LOCATED IN THE NORTH HALF OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 240, I.T., SAID POINT BEING A 1" IRON PIPE; THENCE NORTH 89 DEGREES 48 MINUTES 22 SECONDS WEST, A DISTANCE OF 1,292.97 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 01 SECONDS WEST, A DISTANCE OF 165.84 FEET; THENCE NORTH 89 DEGREES 51 DEGREES 52 SECONDS WEST, A DISTANCE OF 795.88 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 03 SECONDS WEST, A DISTANCE OF 299.67 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 52 SECONDS EAST, A DISTANCE OF 463.17 FEET; THENCE NORTH 49 DEGREES 06 MINUTES 06 WEST, A DISTANCE OF 747.84 FEET; THENCE NORTH 40 DEGREES 37 MINUTES 44 SECONDS EAST, A DISTANCE OF 437.39 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 18 SECONDS EAST, A DISTANCE OF 112.62 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 44 SECONDS EAST, A DISTANCE OF 143.97 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 48 SECONDS EAST, A DISTANCE OF 165.57 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 35 SECONDS EAST, A DISTANCE OF 473.42 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 03 SECONDS EAST, A DISTANCE OF 1,625.71 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A TRACT OF LAND OUT OF AND A PART OF LOT 238 IRREGULAR TRACT LOCATED IN THE NORTH HALF OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 237 I.T., SAID POINT BEING A 1" IRON PIPE; THENCE SOUTH 00 DEGREES 11 MINUTES 44 SECONDS EAST, A DISTANCE OF 635.77 FEET TO THE POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 64 DEGREES 57 MINUTES 55 SECONDS, A RADIUS OF 44.00 FEET, AN ARC LENGTH OF 49.89 FEET, AND A CHORD BEARING SOUTH 32 DEGREES 17 MINUTES 14 SECONDS WEST FOR 47.26 FEET, THENCE SOUTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 49.89 FEET TO THE POINT OF REVERSE CURVATURE OF A HORIZONTAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 64 DEGREES 57 MINUTES 56 SECONDS, A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 68.03 FEET, AND A CHORD BEARING SOUTH 32 DEGREES 17 MINUTES 13 SECONDS WEST, FOR 64.44 FEET; THENCE SOUTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 68.03 FEET TO THE POINT OF TANGENCY THEREOF, THENCE SOUTH 00 DEGREES 11 MINUTES 43 SECONDS EAST, A DISTANCE OF 36.69 FEET TO A POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11 DEGREES 41 MINUTES 54 SECONDS A RADIUS OF 537.46 FEET, AN ARC LENGTH OF 109.74 FEET, AND A CHORD BEARING SOUTH 55 DEGREES 25 MINUTES 21 SECONDS EAST FOR 109.54 FEET THENCE SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 109.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 11 MINUTES 44 SECONDS EAST, A DISTANCE

OF 83.10 FEET TO A POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 31 DEGREES 44 MINUTES 08 SECONDS, A RADIUS OF 477.46 FEET, AN ARC LENGTH OF 264.46 FEET, AND A CHORD BEARING NORTH 58 DEGREES 56 SECONDS 04 MINUTES WEST FOR 261.09 FEET, THENCE NORTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 264.46 FEET TO A POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29 DEGREES 11 MINUTES 39 SECONDS, A RADIUS OF 1,432.69 FEET, AN ARC LENGTH OF 730.00 FEET, AND A CHORD BEARING NORTH 60 DEGREES 12 MINUTES 35 SECONDS WEST, FOR 722.13 FEET; THENCE NORTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 730.00 FEET TO A POINT OF TANGENCY; THENCE NORTH 45 DEGREES 36 MINUTES 46 SECONDS WEST, A DISTANCE OF 340.90 FEET TO A POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22 DEGREES 26 MINUTES 07 SECONDS, A RADIUS OF 573.70 FEET, AN ARC LENGTH OF 224.64 FEET, AND A CHORD BEARING NORTH 34 DEGREES 23 MINUTES 43 SECONDS WEST FOR 223.21 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 224.64 FEET TO A POINT OF TANGENCY, THENCE SOUTH 89 DEGREES 48 MINUTES 22 SECONDS EAST A DISTANCE OF 1,186.96 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A TRACT OF LAND OUT OF AND A PART OF LOT 238 AND LOT 240 IRREGULAR TRACTS LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER 1/16 CORNER OF THE NORTHWEST QUARTER, SAID POINT BEING A 5/8" REBAR; THENCE SOUTH 89 DEGREES 47 MINUTES 19 SECONDS EAST, A DISTANCE OF 106.01 FEET TO A POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22 DEGREES 26 MINUTES 07 SECONDS, A RADIUS OF 573.70 FEET, AN ARC LENGTH OF 224.64 FEET AND A CHORD BEARING SOUTH 34 DEGREES 23 MINUTES 43 SECONDS EAST FOR 223.21 FEET; THENCE SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE A DISTANCE OF 224.64 FEET TO THE POINT OF TANGENCY THEREOF, THENCE SOUTH 45 DEGREES 36 MINUTES 46 SECONDS EAST, A DISTANCE OF 340.90 FEET TO THE POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 31 MINUTES 49 SECONDS, A RADIUS OF 1,432.69 FEET, AN ARC LENGTH OF 688.40 FEET, AND A CHORD BEARING SOUTH 59 DEGREES 22 MINUTES 41 SECONDS EAST FOR 681.80 FEET; THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 688.40 FEET TO A POINT OF TANGENCY; THENCE SOUTH 17 DEGREES 22 MINUTES 07 SECONDS WEST, A DISTANCE OF 136.84 FEET; THENCE SOUTH 16 DEGREES 05 MINUTES 00 SECONDS EAST, A DISTANCE OF 12.94 FEET, THENCE SOUTH 28 DEGREES 43 MINUTES 27 SECONDS WEST, A DISTANCE OF 167.52 FEET, THENCE NORTH 55 DEGREES 01 MINUTES 40 SECONDS WEST, A DISTANCE OF 247.17 FEET TO THE POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16 DEGREES 21 MINUTES 56 SECONDS A RADIUS OF 2,914.79 FEET, AN ARC LENGTH OF 832.56 FEET AND A CHORD BEARING OF NORTH 63 DEGREES 12 MINUTES 50 SECONDS WEST FOR 829.73 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC LENGTH OF SAID CURVE, A DISTANCE OF 832.56 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00 DEGREES 09 MINUTES 01 SECONDS WEST, A DISTANCE OF 544.67 FEET TO THE POINT OF BEGINNING.



PARCEL 5:

ALL OF THAT TRACT OF LAND KNOWN AS LOT 239 IRREGULAR TRACT LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LINCOLN, LANCASTER COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 239 I.T., SAID POINT BEING A 5/8" CAPPED REBAR; THENCE NORTH 89 DEGREES 50 MINUTES 19 SECONDS WEST A DISTANCE OF 652.45 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 10 SECONDS EAST, A DISTANCE OF 193.04 FEET, THENCE NORTH 89 DEGREES 50 MINUTES 19 SECONDS WEST, A DISTANCE OF 150.00 FEET THENCE SOUTH 00 DEGREES 23 MINUTES 10 SECONDS WEST, A DISTANCE OF 193.04 FEET THENCE NORTH 89 DEGREES 50 MINUTES 19 SECONDS WEST, A DISTANCE OF 299.38 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 08 SECONDS WEST, A DISTANCE OF 427.80 FEET, THENCE NORTH 89 DEGREES 42 MINUTES 38 SECONDS WEST, A DISTANCE OF 110.09 FEET, THENCE NORTH 00 DEGREES 10 MINUTES 37 SECONDS WEST, A DISTANCE OF 182.23 FEET, THENCE NORTH 50 DEGREES 05 MINUTES 04 SECONDS EAST, A DISTANCE OF 62.41 FEET THENCE NORTH 31 DEGREES 10 MINUTES 27 SECONDS WEST A DISTANCE OF 92.62 FEET TO A POINT OF CURVATURE ON THE SOUTH RIGHT OF WAY LINE OF ABANDON MISSOURI PACIFIC RAILROAD, OF A HORIZONTAL CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 59 MINUTES 39 SECONDS, A RADIUS OF 2,814.79 FEET, AN ARC LENGTH OF 589.25 FEET AND A CHORD BEARING NORTH 83 DEGREES 43 MINUTES 01 SECONDS WEST FOR 588.17 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE A DISTANCE OF 589.25 FEET TO THE POINT OF TANGENCY THEREOF, THENCE NORTH 89 DEGREES 37 MINUTES 11 SECONDS WEST, A DISTANCE OF 380.14 FEET, THENCE NORTH 00 DEGREES 24 MINUTES 11 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A POINT OF THE NORTH RIGHT OF WAY LINE OF THE ABANDON MISSOURI PACIFIC RAILROAD; THENCE SOUTH 89 DEGREES 37 MINUTES 11 SECONDS EAST, A DISTANCE OF 380.10 FEET ALONG AND WITH SAID NORTH RIGHT OF WAY TO THE POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18 DEGREES 18 MINUTES 53 SECONDS A RADIUS OF 2,914.79 FEET, AN ARC LENGTH OF 931.71 FEET AND A CHORD BEARING SOUTH 80 DEGREES 33 MINUTES 14 SECONDS EAST FOR 927.75 FEET THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE A DISTANCE OF 931.71 FEET TO A POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16 DEGREES 21 MINUTES 56 SECONDS A RADIUS OF 2,914.79 FEET, AN ARC LENGTH OF 832.56 FEET AND A CHORD BEARING SOUTH 63 DEGREES 12 MINUTES 50 SECONDS EAST, FOR 829.73 FEET; THENCE SOUTHEASTERLY ALONG AND WITH THE ARC OF SAID CURVE A DISTANCE OF 832.56 FEET TO THE POINT OF TANGENCY THEREOF, THENCE SOUTH 55 DEGREES 01 MINUTES 40 SECONDS EAST, A DISTANCE OF 198.40 FEET; THENCE SOUTH 34 DEGREES 58 MINUTES 07 SECONDS WEST, A DISTANCE OF 49.99 FEET; THENCE NORTH 55 DEGREES 01 MINUTES 53 SECONDS WEST, A DISTANCE OF 46.50 FEET THENCE SOUTH 00 DEGREES 23 MINUTES 23 SECONDS WEST, A DISTANCE OF 60.73 FEET THENCE SOUTH 55 DEGREES 01 MINUTES 55 SECONDS EAST, A DISTANCE OF 58.30 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 10 SECONDS WEST, A DISTANCE OF 148.98 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

A PART OF LOT 238 IRREGULAR TRACT, AND A PART OF BLOCK 17, CORNER ADDITION TO BETHANY HEIGHTS AND A PORTION OF VACATED NORTH 63RD STREET AND A PORTION OF VACATED "W" STREET LOCATED IN THE NORTHWEST QUARTER, SECTION 21, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P. M., LINCOLN, LANCASTER COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTERLINE OF DEADMANS RUN; THENCE: SOUTH 00 DEGREES 11 MINUTES 44 SECONDS EAST, A DISTANCE OF 42.90 FEET; THENCE: SOUTH 89 DEGREES 59 MINUTES 08 SECONDS EAST, A DISTANCE OF 170.44 FEET TO A POINT



OF CURVATURE OF A HORIZONTAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 42 MINUTES 40 SECONDS, A RADIUS OF 782.65 FEET, AN ARC LENGTH OF 173.63 FEET AND A CHORD BEARING SOUTH 43 DEGREES 17 MINUTES 00 SECONDS WEST FOR 173.28 FEET; THENCE: SOUTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 173.63 FEET TO THE POINT OF TANGENCY THEREOF; THENCE: SOUTH 49 DEGREES 44 MINUTES 10 SECONDS WEST, A DISTANCE OF 235.29 FEET; THENCE: NORTH 55 DEGREES 01 MINUTES 40 SECONDS WEST, A DISTANCE OF 10.31 FEET; THENCE: SOUTH 49 DEGREES 55 MINUTES 34 SECONDS WEST, A DISTANCE OF 51.72 FEET; THENCE: NORTH 55 DEGREES 01 MINUTES 53 SECONDS WEST, A DISTANCE OF 334.66 FEET; THENCE: NORTH 34 DEGREES 58 MINUTES 07 SECONDS EAST, A DISTANCE OF 49.99 FEET; THENCE: SOUTH 55 DEGREES 01 MINUTES 40 SECONDS EAST, A DISTANCE OF 48.78 FEET; THENCE: NORTH 28 DEGREES 43 MINUTES 27 SECONDS EAST, A DISTANCE OF 167.52 FEET; THENCE: NORTH 16 DEGREES 05 MINUTES 00 SECONDS WEST, A DISTANCE OF 12.94 FEET; THENCE: NORTH 17 DEGREES 22 MINUTES 07 SECONDS EAST, A DISTANCE OF 136.84 FEET TO A POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 39 MINUTES 49 SECONDS, A RADIUS OF 1432.69 FEET, AN ARC LENGTH OF 41.60 FEET AND A CHORD BEARING OF SOUTH 73 DEGREES 58 MINUTES 30 SECONDS EAST, FOR 41.60 FEET; THENCE: SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 41.60 FEET TO THE POINT OF CURVATURE OF A HORIZONTAL CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 31 DEGREES 44 MINUTES 08 SECONDS, A RADIUS OF 477.46 FEET, AN ARC LENGTH OF 264.46 FEET AND A CHORD BEARING SOUTH 58 DEGREES 56 MINUTES 04 SECONDS EAST FOR 261.09 FEET; THENCE: SOUTHEASTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A DISTANCE OF 264.46 FEET TO THE POINT-OF-BEGINNING.

END OF SCHEDULE A

BLOCK

CODE
 CHESTER
 POTNER

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EDITED
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LANCASTER COUNTY, NEB
 Dan Neltner
 REGISTER OF DEEDS

#112⁰⁰

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