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Fee amount: 35.50
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/24/2011 13:43:53.00



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**DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES
AND RENTS AND FIXTURE FINANCING STATEMENT**

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FINANCING STATEMENT ("Deed of Trust") is made as of October 19, 2011, by and among (i) David E. Doll Properties, L.L.C., a Nebraska limited liability company ("Trustor"), having its business address at 7071 North 87th Street, Omaha, Nebraska 68122; (ii) Thomas F. Ackley, a member of the Nebraska State Bar Association ("Trustee"), whose address is 1125 South 103rd Street, Suite 800, Omaha, Nebraska 68124-1079; and (iii) Meyers-Carlisle-Leapley Construction Company, Inc., a Nebraska corporation ("Beneficiary"), whose address is 14124 Industrial Road, Omaha, Nebraska 68144.

FOR VALUABLE CONSIDERATION, Trustor irrevocably transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary under and subject to the terms and conditions of this Deed of Trust, all of Trustor's right, title and interest in and to the real estate legally described as:

See Exhibit A attached hereto.

(hereinafter the "Real Estate"), together with all interest which Trustor now has or may hereafter acquire in and to the Real Estate and in and to the following:

- (a) All leases, subleases, licenses and occupancy agreements pertaining to the Real Estate now or hereafter entered into by Trustor; and
- (b) All easements, appurtenances, hereditaments, interests in adjoining roads, streets and alleys, improvements and buildings of any kind situated on the Real Estate.

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

Return to: Thomas F. Ackley
Koley Jessen P.C., L.L.O.
1125 South 103rd Street, Suite #800
Omaha, Nebraska 68124

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FOR THE PURPOSE OF SECURING:

1. Payment of all indebtedness, obligations and liabilities of Trustor under that certain Guaranty and Indemnity Agreement, dated concurrently herewith, by and among Trustor, certain other Guarantors as described therein, and Beneficiary (the "Guaranty");
2. Payment of all indebtedness, liabilities and obligations of Trustor now or hereinafter incurred or arising under the terms of that certain Security Agreement, dated concurrently herewith, by and between Trustor and Beneficiary (the "Security Agreement");
3. Payment of all sums advanced by Beneficiary to protect the Trust Property, with per annum interest thereon at a rate equal to ten percent (10%) or the highest rate allowed by law, whichever is less; and
4. The performance of Trustor's covenants and agreements set forth in this Deed of Trust.

All obligations secured by this Deed of Trust shall be hereinafter collectively referred to as the "Indebtedness." This Deed of Trust, the Guaranty, the Security Agreement and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby shall be hereinafter collectively referred to as the "Loan Documents."

TRUSTOR AND BENEFICIARY AGREE AS FOLLOWS:

1. Trustor shall pay when due, all indebtedness, obligations and liabilities as provided in the Loan Documents.
2. All payments received by Beneficiary shall be first applied to advances which may have been made by Beneficiary and then to interest due and last to principal due.
3. Trustor shall pay all general real estate taxes and special assessments against the Real Estate before the same become delinquent.
4. Except for that certain Open End Mortgage, dated November 10, 2004, and filed of record with the Register of Deeds of Douglas County, Nebraska as Instrument No. 2004154478, if Beneficiary determines that any part of the Real Estate is subject to a lien, which is or may attain priority over this Deed of Trust, Beneficiary may give Trustor a notice identifying the lien and Trustor shall satisfy the lien within ten (10) days.
5. Trustor shall promptly pay, when due, all fines, claims, awards or other charges imposed against Trustor or the Trust Property under any federal, state or municipal law or regulation, including but not limited to any matters relating to the environmental condition of the Trust Property or improvements located thereon. Trustor hereby releases and waives any present or future claims against Beneficiary for indemnity or contribution in the event Trustor should incur any liability related to hazardous waste, hazardous substances, or other applicable environmental laws other than claims arising out of Beneficiary's gross negligence or willful misconduct.

6. Trustor shall keep the improvements on the Real Estate insured against loss by fire and hazards included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing Beneficiary herein. In the event of loss, Beneficiary may make proof of loss if not promptly made by Trustor. Insurance proceeds shall be applied to restoration or repair of the Trust Property damaged, unless both parties otherwise agree, except if restoration or repair is not economically feasible or Beneficiary's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not then due. Unless Beneficiary and Trustor otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in the Notes, or change the amount of the payments.

7. Trustor hereby acknowledges and agrees that this Deed of Trust shall constitute a security agreement under the Uniform Commercial Code in effect in the State of Nebraska, as amended from time to time (the "UCC"). Trustor has granted and hereby grants to Beneficiary a security interest under the UCC in all of the Trust Property which is or may be subject to the provisions of Article 9 of the UCC, including, without limitation, all Fixtures, Leases, Rents, Equipment, Awards and other tangible and intangible personal property described herein or in the Security Agreement, and all proceeds and products of the same (collectively, the "Personalty"). Trustor hereby authorizes Beneficiary to file any financing statements and take such other actions as is desired by Beneficiary to perfect and continue Beneficiary's security interest in the Personalty. From the date of its recording, this Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to all Personalty which are or are to become fixtures related to the Trust Property. The mailing address for Trustor (as debtor) and Beneficiary (as secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained, are as set forth in the first paragraph above.

8. Upon request, Trustor shall furnish to Beneficiary a schedule certified to be true, identifying all leases, including, in each case, the name of the tenants and a copy of such leases. Trustor shall have the right, power and authority, prior to the release and reconveyance of this Deed of Trust, to collect any rents, with or without taking possession of the Trust Property, and, as additional security for the Indebtedness, Trustor hereby absolutely and unconditionally assigns and conveys to Beneficiary all of Trustor's rights, title and interest in and to the leases and rents. Beneficiary hereby consents to Trustor's collection and retention of such rents, as they accrue and become payable so long as there exists no Event of Default by Trustor hereunder. Upon an Event of Default, Beneficiary may, at any time, either in person, by agent, or by a receiver appointed by a court, without notice and without regard to the adequacy of any security for the Indebtedness hereby secured, (a) enter upon and take possession of the Trust Property or any part thereof, and in its own name sue for or otherwise collect such rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, to the Indebtedness secured hereby, and in such order and priority as Beneficiary may determine, (b) perform such acts of repair or protection as may be necessary or proper to conserve the value of the Trust Property, and (c) lease the same or any part thereof for such rental, term and upon such conditions as such Beneficiary may deem appropriate, or terminate or modify the terms and conditions of existing leases. Trustor irrevocably authorizes any and all tenants under the leases, upon demand and notice from Beneficiary of an Event of Default, to pay all rents and sums due under the leases directly to Beneficiary.

9. Trustor authorizes Beneficiary and its agents to enter upon the Trust Property to make such inspections as Beneficiary may reasonably deem appropriate to determine compliance of the Trust Property with the various provisions of this Deed of Trust.

10. If Trustor fails to perform the covenants and agreements herein contained, Beneficiary may do and pay for whatever is necessary to protect the value of the Trust Property and Beneficiary's rights in the Trust Property, including the paying of any sum secured by a lien which has priority over this Deed of Trust, appearing in court, paying reasonable attorney fees and entering upon the Trust Property to make repairs. Any amount disbursed by Beneficiary under this paragraph shall become an additional debt of Trustor secured by this Deed of Trust, and shall bear interest from the date of disbursement at the rate of 10% per annum or the highest rate allowed by law, whichever is less, until such amount has been refunded by Trustor.

11. The proceeds of any condemnation award are hereby assigned and shall be paid to Beneficiary and shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Trustor.

12. Any extensions or modifications of the Loan Documents shall not operate to release the liability of the original Trustor or Trustor's successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

13. Any notice to Trustor provided for in this Deed of Trust shall be given by delivering it or by mailing it by first class mail unless Nebraska law requires use of another method, at the Trustor's last known address.

14. This Deed of Trust shall be governed by Nebraska law.

15. Beneficiary shall give notice to Trustor following Trustor's breach of any covenant or agreement in this Deed of Trust and the other Loan Documents which it secures. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than 30 days from the date the notice is given to Trustor by which the default must be cured; provided, however, any breach related to a failure to make payments as due under the Loan Documents shall only require three (3) days' notice of right to cure, and no notice of right to cure shall arise if a payment is late more than one (1) time in any 12-month period, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Deed of Trust and resale of the Trust Property. The notice shall further inform Trustor of the right to reinstate, after acceleration, and the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale. If default is not cured, on or before the date specified in the notice, Beneficiary, at its option, may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted by Nebraska law. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorney fees and costs of title evidence.

16. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the Trust Property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee, without demand on Trustor, shall sell the

Trust Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Trust Property by public announcement at the time and place of any previously scheduled sale. Beneficiary or its designee may purchase the Trust Property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser a Trustee's Deed conveying the Trust Property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale including, but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it.

17. Upon acceleration under Paragraph 16 or abandonment of the Trust Property, Beneficiary (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Trust Property and to collect the rents of the Trust Property, including those past due. Any rents collected by Beneficiary or the receiver shall be applied first to payment of the costs of management of the Trust Property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this Deed of Trust.

18. Upon payment of all sums as herein provided, Beneficiary shall direct Trustee to reconvey the Trust Property and shall surrender this Deed of Trust and the Guaranty. Trustee shall reconvey the Trust Property without warranty and without charge to the persons legally entitled to it.

19. Beneficiary, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Trust Property, the successor Trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Nebraska law.

20. Trustor requests that copies of all notices provided herein be sent to Trustor's address set forth above.

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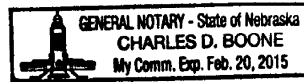
IN WITNESS WHEREOF, the Trustor has signed this agreement.

DAVID E. DOLL PROPERTIES, L.L.C.,
a Nebraska limited liability company

By: David E. Doll

Its: PRESIDENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me this 19 day of October, 2011, by David E. Doll, in his capacity as the managing member / manager / president of said company.

Charles D. Boone
Notary Public

filed as is

My Commission Expires:
2/20/15

Exhibit "A"

Legal Description

Lot 535, Morningside, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

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