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May

This indenture, made this 9th day of ~~April~~<sup>May</sup>, 1973, between the Trinity Baptist Church of Omaha, Nebraska, a non-profit religious corporation duly organized and existing under and by virtue of the laws of the State of Nebraska, hereinafter called the Trustor and Robert E. Grimm, a licensed real estate broker under and by virtue of the laws of the said state, hereinafter called the Trustee, and the Southwest Bank of Omaha, Nebraska a banking corporation duly organized and existing under and by virtue of the laws of the State of Nebraska and the United States of America hereinafter called the Paying Agent, witnesseth:

## PRELIMINARY RECITALS.

Whereas said Trustor, a corporation not having a pecuniary profit for its object, is desirous of creating a bonded indebtedness to the amount of One Hundred Thousand Dollars (\$100,000.00) to provide means for the business and objectives of said Trustor; to raise moneys to complete the payment of the purchase price and improvements and additions of and to the real property hereinafter described; and to improve said real property so that the same shall be suitable for the business and objectives of said Trustor; and

Whereas at a meeting of the members of the congregation of said Trustor, duly called and held for that purpose on the 11th day of February, 1973, pursuant to due notice given, and at which meeting a quorum of the members of said congregation were present and participated in the proceedings, the creation of a bonded indebtedness was, by unanimous vote, authorized and directed, and the issue of mortgage bonds of the Trustor, and the execution of a mortgage or deed of trust to secure the same, were duly authorized, ordered, and approved, and a certificate of resolution, in due form, in respect to the creation of such bonded indebtedness has been duly filed as required by law, in the office of the Register of Deeds of the County of Douglas, State of Nebraska, that being the county in which the described real estate is situate; that the original Articles of Incorporation of said Trustor are filed duly in the office of the Secretary of State of said State of Nebraska; and

Whereas the Board of Trustees of the Trustor, at a meeting regularly held, by unanimous concurrence, duly authorized the issue, under the regulations and restrictions herein contained, of bonds of the Trustor, substantially in the form hereinafter set forth, the aggregate principal amount of said bonds at any one time outstanding not to exceed One Hundred Thousand Dollars (\$100,000.00), and all of said bonds to be issued under and to be equally secured by a mortgage or deed of trust of the real property, of the Trustor, to Robert E. Grimm

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as Trustee; and

Whereas the Board of Trustees of the Trustor, at a meeting regularly held, by unanimous concurrence, duly authorized, under the regulations and restrictions herein contained, the designation of the Southwest Bank as Depository and Paying Agent for the payment of the Bond Issue recited herein; and

Whereas subsequently, at a meeting of the members of the congregation of said Trustor, duly called and held, at which meeting a quorum were present and participated in the proceedings, said action of the Board of Trustees was in all respects unanimously ratified, approved, confirmed and adopted as the action of the members of said Trustor, and all the acts and proceedings taken in the matter of the creation of the bonded indebtedness of said Trustor were duly ratified, approved, and confirmed; and

Whereas, at meetings of the Board of Trustees and of the members of the congregation of said Trustor, duly called and held, the forms of said bonds, and the form of the Paying Agent's certificate thereon, all substantially in the forms hereinafter set forth, and a mortgage to secure said bonds substantially in the form of this indenture were submitted, and by unanimous concurrence approved, and the execution thereof duly authorized and directed; and

Whereas the forms of bonds and Paying Agent's certificate, so approved and authorized, are substantially as follows:

TRINITY BAPTIST CHURCH OF OMAHA, INC.

UNITED STATES OF AMERICA

STATE OF NEBRASKA

COUNTY OF DOUGLAS

BUILDING PURCHASE BOND OF 1973

THE TRINITY BAPTIST CHURCH OF OMAHA, NEBRASKA, a non-profit religious corporation organized under the laws of the State of Nebraska (hereinafter referred to as the Church) for value received hereby promises to pay to bearer, or if this Bond be registered, to the registered holder thereof, in lawful money of the United States, the sum of

such sum being payable on the date specified herein at the SOUTHWEST BANK OF OMAHA, NEBRASKA, (hereinafter referred to as the Paying Agent) upon presentation and pursuant to the terms set forth herein.

The Church further promises to pay to the bearer or registered holder hereof, simple interest on the aforesaid sum at the rate of 8% per annum such interest being payable semi-annually at the Office of the Paying Agent upon presentation of this

Bond or by payment to the registered holder hereof on each date of August 1 and February 1 following the date of purchase of this Bond to the date of maturity of this Bond as is set forth herein.

This Bond is one of a series numbered consecutively, aggregating the total sum of One Hundred Thousand Dollars (\$100,000.00) issued by the Church in accordance with the provisions of the duly enacted resolution authorizing the Bond Issue for the purposes of financing the Church Purchase Project as specified in said resolution.

A certified copy of said resolution is filed with the appropriate records of the aforesaid county and state and such resolution is hereby referred to and made a part hereof for all purposes. This Bond is further issued in accordance with the provisions of that particular Declaration of Trust executed by the Church. A certified copy of which is filed with the appropriate records of the aforesaid county and state and is by reference made a part hereof for all purposes.

This Bond may be registered in the name of the holder hereof in conformity with the provisions endorsed hereon, and unless so registered this Bond shall be transferable by delivery. The Bonds issued of which this one is a part aggregating the total sum of One Hundred Thousand Dollars (\$100,000.00) are identified by number, denomination and maturity date as follows:

<u>Bond Number</u>	<u>Denomination</u>	<u>Maturity Date</u>
1-2	\$ 500.00	August 1, 1976
3	1,000.00	August 1, 1977
4-5	500.00	August 1, 1977
6	1,000.00	August 1, 1978
7-8	500.00	August 1, 1978
9-10	250.00	August 1, 1978
11	1,000.00	August 1, 1979
12-13	500.00	August 1, 1979
14-17	250.00	August 1, 1979
18-19	1,000.00	August 1, 1980
20-21	500.00	August 1, 1980
22-25	250.00	August 1, 1980
26-27	1,000.00	August 1, 1981
28-32	500.00	August 1, 1981
33-36	250.00	August 1, 1981
37-38	1,000.00	August 1, 1982
39-45	500.00	August 1, 1982
46-49	250.00	August 1, 1982
50-51	1,000.00	August 1, 1983
52-58	500.00	August 1, 1983
59-66	250.00	August 1, 1983
67-68	1,000.00	August 1, 1984
69-77	500.00	August 1, 1984
78-85	250.00	August 1, 1984
86-87	1,000.00	August 1, 1985
88-98	500.00	August 1, 1985
99-106	250.00	August 1, 1985
107-108	1,000.00	August 1, 1986
109-119	500.00	August 1, 1986
120-129	250.00	August 1, 1986
130-132	1,000.00	August 1, 1987
133-141	500.00	August 1, 1987
142-151	250.00	August 1, 1987
152-156	1,000.00	August 1, 1988
157-186	500.00	August 1, 1988
187-226	250.00	August 1, 1988

The Church reserves the right to redeem this Bond prior to maturity by paying to the bearer or registered holder hereof at the Office of the Paying Agent the principal amount hereof, together with accrued interest. Notice of such redemption shall be given to the holder of this Bond in accordance with provisions of the Declaration of

Trust referred to above. The right of redemption may be exercised on any of the semi-annual interest payment dates of this Bond Issue, and, in the event this right of early redemption is exercised, this Bond shall not yield interest from and after the date fixed for its redemption and without any prepayment penalty.

The Church reserves the right to issue additional Bonds for the purposes and under the terms set forth in the resolution and Declaration of Trust referred to above.

The Church has assigned out of its weekly revenue sums sufficient monies to pay all the principal and interest of this Bond Issue as the same shall come due, such sums to be deposited weekly in a debt revenue account in and with such monies the Paying Agent is to use to retire the indebtedness incurred by this Bond Issue and used for no other purpose.

IN TESTIMONY WHEREOF, the Church has caused its adopted corporate seal to be affixed hereto and this Bond signed by the officers of corporation as provided by authority of the aforesaid resolution and Declaration of Trust.

Date of Purchase: \_\_\_\_\_ Maturity Date: \_\_\_\_\_

TRINITY BAPTIST CHURCH OF OMAHA, NEBRASKA, INC.

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman, Board of Trustees

ATTEST: \_\_\_\_\_  
Secretary

And whereas, in pursuance of the foregoing, and of all and every legal power and authority in it vested, the Trustor proposes to make and execute, and from time to time hereafter to issue and deliver, bonds so secured:

#### GRANTING CLAUSE AND PROVISOS.

Now therefore this indenture witnesseth: That the Trustor, for the purpose of securing the payment of the bonds and the interest thereon, according to the terms thereof, and in consideration of the sum of One Dollar (\$1.00) to it paid by the Trustee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, assign, convey and confirm, unto the Trustee, and to his successor or successors in the trust hereby created, all that certain lot, piece, or parcel of land, situate, lying, and being in the County of Douglas, State of Nebraska, and bounded and particularly described as follows, to wit: Lot 17, 18 and 19, Block 5, Westwood Heights, an addition to the City of Omaha, Douglas County, Nebraska;

Together with the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof;

And also all other real property, hereafter to be acquired by said Trustor during the life or term of this mortgage or deed of trust.

To have and to hold the said premises, together with the appurtenances, and its successor or successors in the trusts hereby created, in trust, nevertheless, for the security and benefit of all and every the persons or bodies corporate who or which shall be, or at any time become, the holder or holders of the said bonds, or of the interest thereon, without preference to the holder of any of the said bonds or interest thereon, by reason of priority in the date thereof or the time of the issuing or negotiating of the same.

Provided always, and these presents are on the express condition, that if the said Trustor, or its successors or assigns, shall well and truly pay, or cause to be paid, to the holders of said bonds together with the interest thereon, when and as the same shall become due and payable, the principal and interest secured hereby, according to the terms, provisions, conditions, tenor, and effect of the said bonds and interest thereon, then these presents and the estate hereby granted shall cease, terminate, and be null and void; and

Provided further, that until default shall be made by the said Trustor, its successors and assigns, in the payment of the principal or interest of the said bonds, or some of the, or some part thereof, as hereinafter provided, the said Trustor, its successors and assigns, shall be suffered and permitted to possess, maintain, and enjoy all the property of every kind conveyed and transferred by these presents, or intended so to be, with the appurtenances, and to receive, and to take and use, the income, earnings, rents, issues, and profits thereof.

COVENANTS AS TO SALES BEFORE DEFAULT,  
AND APPLICATION OF PROCEEDS.

It is hereby covenanted and agreed that the said Trustor, by a vote of a majority of its Board of Trustees, at any time before default is made in the payment of principal or interest of any of said bonds as herein specified, may, the written consent of the Trustee, his successor or successors in said trust, having been first obtained therefor and to the price and terms thereof, sell, from time to time, either at public auction or private sale, and for such price, and on such terms, as the said Board of Trustees may deem expedient, free and clear of this mortgage or deed of trust, or any lien or encumbrance created hereby, all or any portions of its lands or other property; and on such sale or sales the said Trustee, his successor or successors in the said trust, shall execute and deliver, at the expense of the Trustor, proper and sufficient

releases and conveyances, bills of sale or assignments, of the property so sold, free from the effect and encumbrance and lien of this mortgage or deed of trust, and the proceeds derived from such sale or sales shall be paid to the said Trustee, his successor or successors in the said trust, without any liability or obligation on the part of the purchaser or purchasers, or of the said Trustee, his successor or successors, except as hereinafter provided, to see the application of the purchase money. The net proceeds of all or any of such sale or sales shall be applied by order of the said Board of Trustees, for the following purposes, or any of them:

First. The purchase of the bonds issued under and secured by this mortgage or deed of trust, such bonds so purchased, and the interest accrued thereon, to be forthwith canceled by the said Trustee, his successor or successors in said trust, and immediately delivered to the said Trustor; or,

Second. The investment of the said net proceeds, by lending the same at interest on adequate security, or by the purchase of bonds or other securities, the written consent of the said Trustee, his successor or successors in said trust, to the said investments or purchases having been first obtained; or,

Third. The purchase or acquisition of new property, or for permanent improvements, the written consent thereto of the said Trustee, his successor or successors in said trust, having been first obtained. And such properties which shall be so acquired shall, immediately on such acquisition, become subject to the lien of this mortgage or deed of trust; and on request of the said Trustee, his successor or successors in said trust, shall be conveyed and transferred to said Trustee, his successor or successors in said trust, by said Trustor, on the trusts of these presents.

And said Trustor, by vote of a majority of its Board of Trustees, at any time before default is made in the payment of the principal or interest of the said bonds, as herein specified, the written consent of said Trustee, his successor or successors in said trust, having been first obtained, may from time to time, sell all or any of said securities acquired under purpose numbered second above, and may apply the proceeds derived therefrom for the above-named purposes.

None of the proceeds derived from any such sale or sales shall be used for any purpose other than those above specified.

#### COVENANT AS TO THE EXCHANGE OF PROPERTIES.

It is hereby further covenanted and agreed that said Trustor, by a vote of a majority of its Board of Trustees, at any time before default is made in the payment of the principal or interest of the said bonds as herein specified, may, from time to

time, the written consent of the Trustee, or his successor or successors in said trust, having been first obtained therefor, exchange, free and clear from this mortgage or deed of trust, or any lien or encumbrance created hereby, all or any portion of its lands or other property; and all properties which shall be acquired in such exchanges by said Trustor shall thereupon become subject to the lien of this mortgage or deed of trust; and, on the request of the Trustee, his successor or successors in said trust, shall be transferred and conveyed to it by said Trustor on the trusts of these presents.'

COVENANTS AS TO ENTRY, POSSESSION, AND MANAGEMENT IN  
CASE OF CONTINUING DEFAULT.

It is hereby further covenanted and agreed that if default shall be made in the payment of the principal or interest of the said bonds, or any or either of the, or any part thereof, according to the tenor and effect thereof, and if such default shall continue for the period of ninety days after demand of such payment, then, and in that case, the said Trustee, his successor or successors in said trust, at the written request of the holders of a majority in amount of the said bonds then outstanding, shall, by his attorneys or agents, enter into and on, and take and hold possession of, all the properties, real and personal, hereby conveyed and transferred, or intended so to be, and, by his attorneys or agents, operate and use said property as he or they may deem to be for the advantage and benefit of the holders of the bonds then outstanding, and may make, from time to time, all such repairs, replacements, alterations, additions, and improvements, as to the said Trustee, his successor or successors in said trust, may deem necessary, expedient, or judicious, if the income coming into his or their hands shall be adequate therefor, and may take, collect, and receive all income, earnings, rents, issues, and profits, of the said property, and apply such income, earnings, rents, issues, and profits, first, to the proper expense of holding, operating, and managing the said property, and to the payment of all taxes, assessments, or charges that shall be levied or assessed thereon, and all necessary and proper repairs, replacements, alterations, additions, and improvements on the said property, and all expenses, costs, and charges in the premises, of the said Trustee, his successor or successors in the said trust, and a reasonable compensation for his or their own services, and for the services of such attorney or counsel as may be by him or them employed; and, next, ratably, for the payment of the interest on the said bonds, in the order in which such interest shall have become due, and after paying the interest that shall be due, shall apply the residue of the said moneys, ratably, to the payment of the principal of

the bonds then outstanding, matured, and unpaid, and after the payment of the said principal, if any surplus remains, shall pay over the said surplus to said Trustor, its successors or assigns. The maximum rate of compensation of the said Trustee, his successor or successors in said trust, as hereinafter provided, in case of the enforcement or foreclosure of this mortgage or deed of trust under power of sale or judicial proceedings, shall be the standard of compensation of the said Trustee, his successor or successors in said trust, and of his or their attorneys and counselors, for services performed by them under the foregoing provision.

#### COVENANTS AS TO REMEDIES IN CASE OF DEFAULT.

It is hereby further covenanted and agreed that if default shall be made in the payment of the principal or interest of the said bonds, or either or any of the, or of any part thereof, according to the tenor and effect thereof, and if such default shall continue for a period of ninety days after a demand of such payment, then, and in that case, the said Trustee, his successor or successors in the said trust, at the written request of the holders of a majority in amount of said bonds then outstanding, shall proceed and sell as a whole, all the property, real and personal, hereby conveyed and transferred, or intended so to be, in the manner prescribed and pursuant to the law known as the Nebraska Trust Deeds Act, as amended.

#### COVENANTS AS TO PAYMENT OF TAXES, ASSESSMENTS, ETC.

It is hereby further covenanted and agreed that the Trustor, its successors or assigns, shall and will pay and discharge all ordinary and extraordinary taxes, assessments, and other such burdens and charges which shall or may hereafter be legally imposed on the property, real or personal, hereby conveyed and transferred, or intended so to be, and also such taxes as may be levied or assessed upon this mortgage or deed of trust, and the bonds hereby secured, or intended so to be, and the Trustee, his successor or successors in the trust, or any one or more of the holders of the bonds hereby secured, may, in case of default of said Trustor, its successors or assigns, in this behalf pay and discharge such taxes and assessments; and the amounts so paid, with interest thereon at the rate of nine per cent per annum, until repayment by said Trustor, its successors or assigns, shall be and are hereby secured by these presents, and declared to be a charge upon the property, real and personal, hereby conveyed or transferred, or intended so to be, and entitled to be paid out of the proceed of any sale of said property hereunder.



## COVENANTS AS TO VACANCY IN OFFICE OF TRUSTEE.

It is hereby covenanted and agreed that any vacancy in the office of Trustee hereunder may be permanently filled by the appointment of a new Trustee or Trustees, under and by virtue of the laws of the State of Nebraska in that particular act known as the Nebraska Trust Deeds Act, as amended.

## COVENANTS AS TO PAYING AGENT.

It is hereby covenanted and agreed that the Paying Agent shall be the depository of all funds realized from the sales of the bonds, and which funds shall be held in interest-bearing securities, until such time as the full purchase price of the described real estate is paid. Thereafter the Paying Agent shall receive, as depository, funds from the Trustor to be applied to the payment of principal and interest and the Paying Agent agrees to maintain proper books and records showing the receipts of income and expenditures made for principal and interest to the beneficiary bondholders, subject to the audit and review of the Trustor and Trustee and that such expenditures be countersigned by the Trustor, it being covenanted and agreed that the Paying Agent shall act by and on behalf of the Trustee for purposes of keeping proper books and records as to financial requirements contained herein and further to maintain records as to the registration of each and every bond so issued or transferred or assigned.

## COVENANT AS TO AUTHENTICATION OF BONDS.

It is hereby further covenanted and agreed that the Trustee, his successor or successors in the trust, shall, from time to time, authenticate and certify as issued hereunder, and deliver to the Trustor, its successors or assigns, bonds secured hereby, in form, or substantially in the form, above described, on presentation to the Trustee, his successor or successors in the trust, of orders in writing, executed by the chairman, and the secretary of the Board of Trustees of the Trustor, its successors or assigns; the receipts for said bonds signed by the person or persons named in such orders shall be a full discharge therefor to the Trustee, his successors or assigns in the trust.

## COVENANTS AS TO REDEMPTION OF BONDS.

And it is hereby further covenanted and agreed that the Trustor for itself, its successors and assigns, reserve the right to redeem all or any of the bonds on any of

the semi-annual interest payment dates of this Bond Issue after the date hereof, and prior to the maturity of the bond, and upon notice given in writing at least thirty days before such semi-annual interest payment date to the Trustee and beneficiary bondholders. Each bond so selected and designated shall become due and payable upon the day so fixed, upon the presentation and surrender thereof. If, after the Trustor, its successors or assigns, shall have selected the same for redemption, and fixed and designated a day for the redemption thereof, and shall have given notice thereof as above provided, the holder of any of the bonds so selected for redemption, the Trustor, its successors or assigns, shall not be liable for any interest thereon which may accrue after the day so designated for the redemption thereof, and the Trustor, its successors or assigns, may deposit with the Paying Agent, its successor or successors, to the credit of such bond, designated by the number thereof, a sum of money equal to the amount payable for the redemption of the bond, at the par value of the bond at the date fixed and designated for the redemption thereof as hereinbefore provided, which deposit shall be in full payment of the bond and the interest thereon as between the Trustor, its successors or assigns, and the holder of the bond. Thereupon and thereafter the bond and the interest accrued thereon shall be excluded from participation in the lien and security afforded by these presents, and the holder shall look for the payment of the bonds and the unpaid interest accrued thereon only to the sums so deposited in the hands of the Paying Agent, its successors or assigns, and in no event to the Trustor, its successors or assigns, but the sums so deposited shall be held by the Paying Agent, its successor or successors, to the credit and for the payment of the bond and the interest accrued thereon, and shall be paid by the Paying Agent, its successor or successors, to the holder thereof, on presentation and delivery of the bonds to the Paying Agent, its successor or successors. And on the presentation, the Paying Agent shall cancel said bond to the Trustee, his successor or successors in the trust, of all such authorized issue of the bonds, which at the time shall have been issued and outstanding, or on the presentation of a portion thereof, canceled, (all of such bonds having been duly called for payment) and the deposit by the Trustor, its successors or assigns, with the Paying Agent, its successor or successors, of a sum of money sufficient to pay, at the rate aforesaid, all of the bonds and accrued interest thereon that are not presented to the Paying Agent, its successor or successors, in accordance with the call therefor, and the Paying Agent having notified the Trustee, his successor or successors in the trust, shall cancel and discharge this mortgage or deed of trust as fully and to the same effect as if the total issue of the bonds and the accrued interest thereon had been paid to the holders thereof at maturity.

## ACCEPTANCE AND OBLIGATION OF TRUSTEE.

The Trustee hereby accepts the trust conferred on it but with the understanding, and it is hereby expressly provided and agreed, that the Trustee, his successor or successors in the trust, shall be held only to the exercise of reasonable care and diligence in relation to the taking of possession, controlling, operating, and the selling of the property, real and personal, hereby conveyed and transferred, or intended so to be, or otherwise carrying out the provisions of this instrument. The Trustee, his successor or successors in the trust, shall not be bound to recognize any person as a holder of any of the bonds, nor to take any action at his request, unless such bond or bonds are submitted to the Trustee, his successor or successors in the trust, for his or their inspection, or his ownership thereof is otherwise shown to his or their satisfaction, and the Trustee, his successor or successors in the trust, may, if he or they so desire, require the bond or bonds so submitted to be deposited with him or them and retained by him or them until he or they shall have completed the action requested by such bondholder. The Trustee, his successor or successors in the trust, shall not be obliged to take any affirmative action on the part of the holders of the bonds unless such bondholders shall fully indemnify him or them.

## COVENANTS AS TO LIABILITY OF TRUSTEE.

It is hereby further covenanted and agreed that the Trustee assumes no responsibility as to the correctness of any statement, other than any statement made by him or on his behalf, contained herein. The Trustee is not responsible for the validity of this mortgage or deed of trust, or as to the execution or acknowledgment thereof are concerned, nor as to the amount or the extent of the security afforded by the property hereby conveyed and transferred, or intended so to be, and it shall not be responsible for any breach on the part of the Trustor of any of the covenants or agreements herein contained, except such covenants and agreements as are by the Trustee to be kept or performed, or for any other matter or thing, except his own negligence, or such act or acts as are by him to be done.

## COVENANTS AS TO SUITS AGAINST TRUSTEE.

It is hereby further covenanted and agreed that in case any suits or proceedings are brought against the Trustee, his successor or successors in the trust, by reason of any matter arising out of these presents, the Trustee, his successor or successors

in the trust, shall be fully indemnified for appearing in or defending such suit or proceedings and, if not indemnified, he or they shall be compensated out of the trust fund. This provision does not apply to any suit or proceedings brought against the Trustee, his successor or successors in the trust, by reason of any default, omission, or neglect on his or their part.

COVENANTS AS TO NECESSARY INVESTIGATION BY TRUSTEE.

It is hereby further covenanted and agreed that if it should be necessary, during the continuance of the trust of these presents, for the Trustee, his successor or successors in the trust, to make investigation respecting any fact or facts preparatory to taking or not taking action, the certificate of the Trustor and the affidavit of its president or vice-president, his successor or successors in the trust, in any action which he or they may take by reason of the supposed existence of such fact.

COVENANT THAT TRUSTEE OWES NO DUTY AS TO RECORDING.

And it is hereby further covenanted and agreed that it is not the duty of the Trustee to see to the recording of this instrument as a mortgage or deed of trust of real or personal property, nor to do anything proper to be done for the continuing of the lien of this instrument, or for giving notice of the existence of the lien thereof.

Witness the corporate names and seals of the Trustor, the Trustee, and the Paying Agent hereunto set and attested, as of the day and year first hereinabove written, by the officers of the corporation respectively, thereunto duly authorized.

TRINITY BAPTIST CHURCH OF OMAHA, NEBRASKA  
a non-profit religious corporation under  
the laws of the State of Nebraska

Robert H. Shaddy  
Chairman

Martha M. Haynes  
Secretary

STATE OF NEBRASKA)  
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 1973, by Robert H. Shaddy as Chairman and Martha M. Haynes as Secretary of the Trinity Baptist Church of Omaha, Nebraska, on behalf of the corporation.

[Signature]  
Notary Public

My Commission Expires:  
JOHN A. ALPHSON, JR.  
GENERAL NOTARY - State of Nebr.  
My Commission Expires  
February 27, 1977

BOOK 522 PAGE 99  
Robert E. Grimm  
Trustee

STATE OF NEBRASKA)  
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 1973, by Robert E. Grimm.

[Signature]  
Notary Public

My Commission Expires:



JOHN A. ALPHSON, JR.  
GENERAL NOTARY - State of Nebr.  
My Commission Expires  
February 27, 1977

SOUTHWEST BANK OF OMAHA, NEBRASKA a banking  
corporation organized under and by virtue of  
the laws of the State of Nebraska

By [Signature] Vice Pres.  
Paying Agent

STATE OF NEBRASKA)  
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 1973, by L. F. Kinder of the Southwest Bank of Omaha, Nebraska a banking corporation organized under and by the laws of the State of Nebraska, on behalf of the corporation.

[Signature]  
My Commission Expires:



JOHN A. ALPHSON, JR.  
GENERAL NOTARY - State of Nebr.  
My Commission Expires  
February 27, 1977

15. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 39.15  
10 DAY OF May 19 73 AT 12:48 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS