

15/c

RETURN TO

Douglas Co BK & Trust  
6015 NW Radial Hwy  
Omaha, NE 68104  
Attn: Mary Nolte



RECEIVED  
Nov 7 10 38 AM '95  
REGISTRY OF DEEDS  
DOUGLAS COUNTY, NE

17977  
FEE 129.50 R FB See attached  
DEL C/O COMP MB  
LEGAL PG SC/MU FV

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made and entered into this 4TH day of OCTOBER, 1995. The Trustor is JAMES D. BUSER, TRUSTEE, ("Trustor"). The Trustee is DOUGLAS COUNTY BANK & TRUST CO. ("Trustee"). The Beneficiary is also DOUGLAS COUNTY BANK & TRUST CO., which is organized and existing under the laws of the State of Nebraska, and whose address is 6015 N.W. Radial Hwy., Omaha, Nebraska 68104 ("Lender"). This Security Instrument secures to Lender: (a) the payment of all sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument; (b) payment of all amounts due upon a certain Promissory Note dated OCTOBER 4, 1995 in the principal sum of \$460,000.00, and executed by CINNAMON CREEK LAND CORP., A NEBRASKA CORPORATION, (Note) ("Borrower"); and (c) the payment of the obligations described in Paragraph 22. For this purpose, Trustor irrevocably grants and conveys to Trustee, in trust, with power of sale, the property located in Douglas County, Nebraska as described below:

SEE ATTACHED LEGAL DESCRIPTION

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

Trustor COVENANT, that Trustor is lawfully seised of the estate hereby conveyed and have the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Trustor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Trustor and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay upon demand of Lender all amounts due under the terms of the Note. In the event, for any reason, Borrower fails to do so, Lender shall be entitled to exercise all remedies upon default allowed to Lender hereunder.

2. Charges; Liens. Trustor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, all leasehold payments or ground rents, if any. Trustor shall pay these obligations directly to the person owed payment. Trustor shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Trustor makes these payments directly, Trustor shall promptly furnish to Lender receipts evidencing the payments.

Trustor shall promptly discharge any lien which has priority over this Security Instrument unless Trustor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defend against enforcement of the lien in, legal proceeding which in the Lender's opinion operates to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Trustor a notice identifying the lien. Trustor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

3. Hazard Insurance. Trustor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Trustor subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the rights to hold the policies and renewals. If Lender requires, Trustor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Trustor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Trustor.

Unless Lender and Trustor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damages, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration

or repair is not economically feasible or if Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Trustor. If Trustor abandons the Property, does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

4. Preservation and Maintenance of Property; Leaseholds. Trustor shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Trustor shall comply with the provisions of the lease, and if Trustor acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

5. Protection of Lender's Rights in the Property; Mortgage Insurance. If Trustor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph 5, Lender does not have to do so.

Any amounts disbursed by Lender under this Paragraph 5 shall become additional debt of Trustor secured by this Security Instrument. Unless Trustor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the highest rate allowed by applicable law and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as a requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

6. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Trustor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Trustor. In the event of a partial taking of the Property, unless Trustor and Lender otherwise agree in writing, the amount of the proceeds determined by multiplying such proceeds by the following fraction: (a) the total amount of the sums secured immediately before taking, divided by (b) the fair market value of the Property immediately before the taking, shall be applied to any sums secured hereby. Any balance shall be paid to Trustor.

If the Property is abandoned by the Trustor, or if, after notice by Lender to Trustor that the condemnor offers to make an award or settle a claim for damages, Trustor fails to respond to Lender within 30 days after the date of notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

8. Trustor Not Released, Forbearance by Lender Not a Waiver. Extension of the time for payment, change in the rate of interest, or modification of amortization of the sums secured by this Security Instrument granted by Lender to the Borrower or any successor of Borrower, or to any successor in interest of Trustor shall not operate to release the liability of the Trustor or Trustor's successors in interest hereunder. Lender shall not be required to commence proceedings against the Borrower, any successor of Borrower or any successor in interest of Trustor nor shall Lender be required to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Trustor or Trustor's successors in interest. Any forbearance by Lender in exercising any right or remedy under the Note, any security instrument securing the Note, or under this Security Instrument, shall not be a waiver of or preclude the exercise of any right or remedy hereunder.

9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Trustor, subject to the provisions of Paragraph 15. Trustor's covenants and agreements shall be joint and several.

10. Loan Charges. If the Note secured by this Security Instrument are subject to a law which sets maximum loan charges,

and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Notes exceed the permitted limits, then; (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected which exceeded permitted limits will be refunded to the Borrower on the Note.

11. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws have the effect of rendering any provision of this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by Paragraph 17.

12. Notices. Any notice to Trustor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Trustor designate by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designated by notice to Trustor. Any notice provided for in this Security Instrument shall be deemed to have been given to Trustor or Lender when given as provided in this paragraph.

13. Governing Law; Severability. This Security Instrument shall be governed by Nebraska law. In the event that any provision or clause of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument are declared to be severable.

14. Trustor's Copy. Trustor shall be given a copy of this Security Instrument.

15. Transfer of the Property or a Beneficial Interest in Trustor. If all or any part of the Property or any interest in it is sold or transferred (or if any beneficial interest in a Trustor is sold or transferred and such Trustor is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower and Trustor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower or Trustor must pay

all sums secured by this Security Instrument. If Borrower or Trustor fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower or Trustor.

16. Trustor's Right to Reinstate. If Borrower and Trustor meet certain conditions, Trustor shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower or Trustor: (a) pay Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cure any default of the Note, any security instrument securing the Note, and any other covenants or agreements of Borrower or Trustor; (c) pay all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's and Trustor's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Trustor, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraphs 11 or 15.

NON-UNIFORM COVENANTS. Trustor and Lender further covenant and agree as follows:

17. Acceleration; Remedies: Lender shall give notice to Trustor prior to acceleration following Trustor's or Borrower's breach of any covenant or agreement in this Security Instrument, or following the breach of any covenant or agreement of the Note, or any other security instrument securing the Note (but not prior to acceleration under Paragraphs 3 and 5 unless applicable law provides otherwise). 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 default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the 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 non-existence of a default or any other defense of Trustor or Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument, without further demand, and may invoke the power of sale and other remedies permitted by applicable law. Lender shall be entitled to collection of all expenses incurred in pursuing the remedies provided in this

Paragraph 17, but not limited to, reasonable attorney's fees and costs of title evidence.

If the power of sale invoked, Trustee shall record a notice of default in each county in which any part of the Property is located and shall mail copies of such notice in the manner prescribed by applicable law to Trustor and to the other person(s) prescribed by applicable law. After the time required by applicable law, Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. Trustee, without demand on Trustor, shall sell the 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 Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's deed conveying the Property. The recitals in the Trustee's deed shall be prima facie evidence of the trust 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 applicable law and reasonable attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

18. Rents and Profits. Lender shall have the right, power and authority during the continuance of this Security Instrument to collect the rents, issues and profits of the Property, and of any personal property located thereon, with or without taking possession affected hereby, and Trustor hereby absolutely and unconditionally assigns all such rents, issues and profits to Lender. Lender, however, hereby consents to the Trustor's collection and retention of such rents, issues and profits as they accrue and become payable so long as Trustor is not, at such times, in default hereunder and provided further that Borrower is not in default under the Note. Upon any such default, Lender may at any time, either in persona, by agent, or by a receiver to be 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 Property or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as Lender may determine; (b) perform such acts of repair or protection as may be necessary or proper to conserve the value of the Property; (c) lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate. Unless Borrower and

Lender agree otherwise in writing, any application of rents, issues or profits to any indebtedness secured hereby shall not extend or postpone the due date of any payments as provided in the Notes or change the amount of such installments. 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 waive or cure any default or notice of default hereunder, or invalidate any act done pursuant to such notice. Trustor also assigns to Lender, as further security for the performance of the obligations secured hereby, all prepaid rents and all monies which may have been, or may hereafter be, deposited with said Trustor by a lessee of the property to secure the payment of any rent, and upon default in the performance of any of the provisions hereof, Trustor agrees to deliver such rents and deposits to the Lender. Delivery of written notice of Lender's exercise of the rights granted herein to any tenant occupying said premises shall be sufficient to require said tenant to pay said rent to the Lender until further notice.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes, guarantees, or other documents evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such persons shall pay any recordation costs.

20. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any trustee appointed hereunder by an instrument recorded in the court in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Request for Notices. Trustor request that copies of the notices of default and sale be sent to Trustor's address which is the Property Address. Trustor further requests that copies of the notices of default and sale be sent to each person who is a party hereto at the address of such person set forth herein.

22. Additional Secured Obligations. In addition to the Note and the payments advanced under Paragraph 5, this Security Instrument is given to secure each and every debt, liability and obligation of every type and description, including guarantees or accommodations, which the Trustor or Borrower may now or at any time hereafter owe to the Lender, whether such debt, liability or obligation now exists or is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.





LEGAL DESCRIPTION

MA-06445

Lots 2 through 20 inclusive, Lot 22, Lots 25 through 27 inclusive, -23  
Lots 37 through 46 inclusive, Lot 54, Lots 57 through 59 inclusive, 14  
Lots 61 and 62, Lots 64 through 83 inclusive, Lot 85, Lots 89<sup>23</sup>  
through 109 inclusive, Lot 111, 113, 115, and 117, Lots 119 through 25  
126 inclusive, Lots 128 through 133 inclusive, Lots 135 through 137<sup>17</sup>  
inclusive, Lot 140, Lots 143 through 147 inclusive, Lots 149<sup>6</sup>  
through 159 inclusive, Lots 161 and 162, Lots 165 through 172<sup>21</sup>  
inclusive, Lots 174 through 176 inclusive, Lots 178 through 187<sup>-13</sup>  
inclusive, Lots 191 through 204 inclusive, Lots 206 through 208<sup>-17</sup>  
inclusive, in Cinnamon Creek, a Subdivision as surveyed, platted  
and recorded in Douglas County, Nebraska.

159



RECEIVED

MAR 20 12 30 PM '98

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the indebtedness secured by the TRUST DEED, executed by CINNAMON CREEK LAND CORP. AN NEBRASKA CORPORATION, to DOUGLAS COUNTY BANK & TRUST CO., AS TRUSTEE, for the benefit of DOUGLAS COUNTY BANK & TRUST CO., the beneficiary named therein, dated FEBRUARY 24, 1994 and recorded on MARCH 2, 1994 the office of the Register of Deeds of Douglas County, Nebraska, in Book 4281 at Page 147 of Mortgage Records, has been [redacted] paid, and said Beneficiary has requested in writing that this [redacted] Deed of Reconveyance be executed and delivered as confirmed by the endorsement below.

NOW, THEREFORE, in consideration of such payment and in accordance with the request of the Beneficiary named therein, the undersigned as Trustee does by these presents, grant, remise, release, quitclaim and reconvey to the person or persons entitled thereto, without warranty, all the estate and interest derived to said Trust by or through said Trust Deed in the property legally described as follows:

SEE ATTACHED "LEGAL DESCRIPTION"

This Deed of Reconveyance is given on the express understanding and condition that it shall in no way affect the other property described in the said Deed of Trust, which property shall remain subject to the said Deed of Trust.

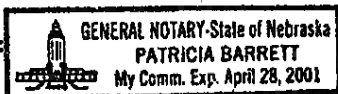
IN WITNESS WHEREOF, the undersigned Trustee has executed this [redacted] Deed of Reconveyance on February 20, 1998.

DOUGLAS COUNTY BANK & TRUST CO. TRUSTEE  
BY [Signature]  
ITS VICE PRESIDENT  
STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

BY [Signature]  
ITS COMMERCIAL R. E. LOAN OFFICER

The foregoing instrument was acknowledged before me on February 20, 1998, by PAUL T. FRIESEN, VICE PRESIDENT AND W. ERIC BUNDERSON, COMM. R.E. LOAN OFFICER of Douglas County Bank & Trust Co., a Nebraska Corporation, on behalf of the corporation as such Trustee.

My commission expires:



[Signature]  
Notary Public

REQUEST FOR DEED OF RECONVEYANCE

Douglas County Bank & Trust Co., the Beneficiary under the above described Trust Deed, hereby requests the Trustee to execute and deliver the foregoing PARTIAL Deed of Reconveyance.

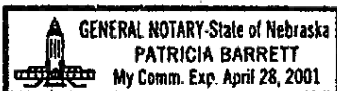
Date: February 20, 1998  
DOUGLAS COUNTY BANK & TRUST CO.

BY [Signature]  
ITS VICE PRESIDENT  
STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

BY [Signature]  
ITS COMMERCIAL R.E. LOAN OFFICER

The foregoing instrument was acknowledged before me on February 20, 1998, by PAUL T. FRIESEN, VICE PRESIDENT AND W. ERIC BUNDERSON, COMM. R.E. LOAN OFFICER of Douglas County Bank & Trust Co., a Nebraska Corporation, on behalf of the Corporation.

My commission expires:



[Signature]  
Notary Public

05865 88 01-60000  
FEE 12.50 FB 11-06462  
BKP 9-14-11 C/O COMPS  
DEL SCAN ds FV

NE NW  
NW NW  
SE NW  
SW NW  
9-14-11

LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 9, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:  
 Beginning at the southwest corner of the said NW 1/4 of Section 9;  
 Thence North 00°10'55" West (bearings referenced to the Final Plat of MISSION PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 298.15 feet along the west line of the said NW 1/4 of Section 9;  
 Thence North 89°49'05" East for 770.00 feet;  
 Thence along a curve to the left (having a radius of 500.00 feet and a long chord bearing North 44°49'05" East for 707.11 feet) for an arc length of 785.40 feet;  
 Thence North 00°10'55" West for 414.61 feet;  
 Thence along a curve to the right (having a radius of 1000.00 feet and a long chord bearing North 18°59'07" East for 656.65 feet) for an arc length of 669.06 feet;  
 Thence along a curve to the left (having a radius of 1000.00 feet and a long chord bearing North 18°45'15" East for 664.26 feet) for an arc length of 677.12 feet;  
 Thence North 00°38'38" West for 200.00 feet;  
 Thence North 89°21'22" East for 871.45 feet along said north line of the Northwest Quarter of Section 9;  
 Thence South 00°09'32" East for 33.00 feet parallel with and 64.00 feet west of the east line of the said Northwest Quarter of Section 9;  
 Thence South 89°21'22" West for 330.72 feet along the north line of a 17.00 foot strip dedicated to right of way which is parallel with and 33.00 feet south of the north line of the said Northwest Quarter of Section 9;  
 Thence South 00°38'38" East for 17.00 feet along the west line of said right of way;  
 Thence North 89°21'22" East for 330.57 feet along the south line of said right of way which is parallel with and 50.00 feet south of said north line of the Northwest Quarter of Section 9 to the northwest corner of Lot 1, MISSION PARK;  
 Thence South 00°09'32" East for 650.00 feet to the southwest corner of said Lot 1, MISSION PARK;  
 Thence North 89°21'22" East for 64.00 feet to the east line of the said Northwest Quarter of Section 9 and the northwest corner of Lot 148, MISSION PARK;  
 Thence South 00°09'32" East for 1948.89 feet to the southeast corner of the said Northwest Quarter of Section 9 and the southwest corner of Lot 302, MISSION PARK;  
 Thence South 89°23'01" West for 2633.98 feet along the south line of the said Northwest Quarter of Section 9 to the Point of Beginning.  
 Contains 83.41 acres including 0.89 acre of existing county roadway easement.

Now known as:

ALL of Lots 2-209 inclusive, Cinnamon Creek

AND

ALL of Lots 1-7 inclusive; Lots 172-176 inclusive, AND PART OF Lots 8-13 inclusive and Lots 106-110 inclusive and Lot 171, Cinnamon Creek 2<sup>nd</sup> Addition

AND

Unplatted area South of "Y" Street in the Northwest Quarter of Section 9, Township 14 North, Range 11 East.