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Date

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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

98 DEC 17 PM 2:02

RECEIVED

RECORDATION REQUESTED BY:

GREAT WESTERN BANK
PO BOX 4070
OMAHA, NE 68104-0070

WHEN RECORDED MAIL TO:

GREAT WESTERN BANK
PO BOX 4070
OMAHA, NE 68104-0070

SEND TAX NOTICES TO:

IRISHSTONE, L.L.C.
12020 SHAMROCK PLAZA, SUITE #100
OMAHA, NE 68154

37385 H 01-60000
FEE 58.50 FB
BKP 30-16-12 C/O COMP VP
DEL 31-16-12 SCAN 1P FV

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST IS A CONSTRUCTION SECURITY AGREEMENT
WITHIN THE MEANING OF THE NEBRASKA CONSTRUCTION LIEN ACT

THIS DEED OF TRUST IS DATED DECEMBER 9, 1998, among IRISHSTONE, L.L.C., whose address is 12020 SHAMROCK PLAZA, SUITE #100, OMAHA, NE 68154 (referred to below as "Trustor"); GREAT WESTERN BANK, whose address is PO BOX 4070, OMAHA, NE 68104-0070 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and DOUGLAS COUNTY BANK & TRUST CO., whose address is 6015 NW RADIAL HWY, OMAHA NE 68104-3492 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustee in trust, WITH POWER OF SALE, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in DOUGLAS County, State of Nebraska (the "Real Property"):

SEE ATTACHED LEGAL DESCRIPTION

The Real Property or its address is commonly known as 12020 SHAMROCK PLAZA, SUITE #100, OMAHA, NE 68154.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means GREAT WESTERN BANK, its successors and assigns. GREAT WESTERN BANK also is referred to as "Lender" in this Deed of Trust.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Guarantor. The word "Guarantor" means and includes without limitation any and all guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Trustor or expenses incurred by Trustee or Lender to enforce obligations of Trustor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Trustor to Lender, or any one or more of them, as well as all claims by Lender against Trustor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Trustor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means GREAT WESTERN BANK, its successors and assigns.

Note. The word "Note" means the Note dated December 9, 1998, in the principal amount of \$5,000,000.00 from Trustor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. **NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means DOUGLAS COUNTY BANK & TRUST CO. and any substitute or successor trustees.

Trustor. The word "Trustor" means any and all persons and entities executing this Deed of Trust, including without limitation all Trustors named above.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OBLIGATIONS OF TRUSTOR UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN TRUSTOR AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THE NOTE AND THIS DEED OF TRUST ARE GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, or until Lender exercises its right to collect Rents as provided for in the Assignment of Rents form executed by Grantor in connection with the Property, Trustor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Trustor represents and warrants to Lender that: (a) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for hazardous waste and hazardous substances. Trustor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the properties. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon nor leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Nebraska law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Deed of Trust.

IRISHSTONE LEGAL DESCRIPTION TRACTS A - K INCLUSIVE

Tract A:

The West 1/2 of the SE 1/4 of Section 30, Township 16 North, Range 12, East of the 6th P.M., Douglas County, Nebraska,

EXCEPT

that part of the West 1/2 of the SE 1/4 of Section 30, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows:
Commencing at the Southwest corner of said West 1/2; thence North (assumed
CONTINUED

NW SE
SW SE

LEGAL DESCRIPTION

EXHIBIT "A"

FILE NUMBER: dcmaster

bearing) on the West line of said West 1/2, 1117.00 feet to the point of beginning; thence continuing North on the West line of said West 1/2, 368.00 feet; thence North 87°13'27" East 825.97 feet; thence South 408.00 feet; thence West 825.00 feet to the point of beginning.

EXCEPT

a parcel of land lying in the SE 1/4 of Section 30, Township 16 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, being more particularly described as follows: Beginning at the Southwest corner of the SE 1/4 of said Section 30; thence North 00°05'14" West (assumed bearing) along the West line of said SE 1/4, 141.50 feet to a point on the Westerly right-of-way line of 126th Street, thence South 20°45'14" East along said Westerly right-of-way, 104.29 feet; thence South 07°14'46" West, along said Westerly right-of-way line, 44.00 feet to a point on the South line of said SE 1/4; thence South 89°23'41" West, along said South line, 31.19 feet to the point of beginning.

TRACT B:

A tract of land located in the NW 1/4 of Section 30, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the SE corner of the NW 1/4 of said Section 30, thence South 87°48'23" West (assumed bearing) along the South line of said NW 1/4 1732.38 feet to the point of beginning, thence continuing South 87°48'23" West along said South line 619.51 feet to the beginning of a curve concave to the Northwest having a radius of 525.00 feet, an arc length of 263.93 feet, and a chord bearing North 55°52'23" East, 261.16 feet to the beginning of a reverse curve concave to the Southeast having a radius of 475.00 feet, an arc length of 324.66 feet, and a chord bearing North 61°03'05" East, 318.37 feet; thence North 80°37'55" East, 104.30 feet; thence South 04°09'27" East, 294.66 feet to the point of beginning and containing 2.507 acres, more or less.

SW NW-

TRACT C:

A tract of land lying in the North 1/2 of the NE 1/4 of Section 31, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Beginning at the North quarter corner of Section 31 and assuming the North line of the NE 1/4 to bear North 89°19'17" East; thence North 89°19'17" East a distance of 2634.12 feet to the NE corner of Section 31; thence South 00°00'11" East along the East line of the NE 1/4 a distance of 881.43 feet to the centerline of Military Avenue "as traveled"; thence North 81°51'58" West along said centerline a distance of 1970.65 feet to the point of curvature of 478.30 foot radius curve to the left; thence Westerly along said curve a distance of 110.12 feet (having a chord bearing of North 88°27'43" West and a chord distance of 109.88 feet) to the point of tangency; thence South 84°56'32" West a distance of 153.16 feet to the point of curvature of a 1348.50 foot radius curve to the right; thence Westerly along said curve a distance of 244.63 feet (having a chord bearing of North 89°51'39" West and a chord distance of 244.29 feet) to the point of tangency; thence North 84°39'50" West a distance of 176.85 feet to the West line of the NE 1/4; thence North 00°02'15" West a distance of 564.92 feet to the point of beginning, except that part deeded to Douglas County, Nebraska, dated February 3, 1982, filed February 5, 1982 in Book 1681 at Page 680, and dated February 3, 1982, filed February 5, 1982 in Book 1681 at Page 681, and dated February 3, 1982, filed February 5, 1982 in Book 1681 at Page 682, and dated February 3, 1982, filed February 5, 1982 in Book 1681 at Page 684, and dated March 15, 1985, filed March 21, 1985 in Book 1751 at Page 215, and dated March 15,

CONTINUED

NE NE'
NW NE

LEGAL DESCRIPTION

EXHIBIT "A"

FILE NUMBER: dcmaster

1985, filed March 21, 1985 in Book 1751 at Page 216.
Subject to easements for road purposes and Mobil Petroleum Pipeline.

TRACT D:

The East 242.00 feet of the North 180.00 feet of the SW 1/4 of Section 30, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska.

NE SW

TRACT E:

That part of the NW 1/4 of Section 30, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the SE corner of said NW 1/4; thence West (assumed bearing) on the South line of said NW 1/4, 1732.38 feet; thence North 01°57'50" West, 320.98 feet; thence North 89°10'51" East, 699.49 feet; thence East 157.46 feet; thence South 233.00 feet; thence South 63°58'42" East, 108.93 feet; thence East on a line 50.00 feet North of and parallel to the South line of said NW 1/4, 788.80 feet to a point on the East line of said NW 1/4; thence South 00°13'07" West on the East line of said NW 1/4, 50.00 feet to the point of beginning.
Subject to easements of record, if any, and lawful highways.

SE NW

SW NW

TRACT F:

That part of the West 1/2 of the SE 1/4 of Section 30, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the SW corner of said West 1/2; thence North (assumed bearing) 1117.00 feet on the West line of said West 1/2; thence East 33.00 feet to the point of beginning; thence North 100.00 feet on a line 33.00 feet East of and parallel to the West line of said West 1/2; thence East 352.00 feet; thence North 286.67 feet; thence North 87°13'27" East, 440.52 feet; thence South 408.00 feet; thence West 792.00 feet to the point of beginning.

NW SE

SW SE

TRACT G:

The East 764 feet of the North 375 feet of the Southwest 1/4 of Section 30, Township 16 North, Range 12 East of the 6th P.M., except the East 242 feet of the North 180 feet thereof, as surveyed, platted and recorded in Douglas County, Nebraska.

NE SW

TRACT H:

That part of the West 1/2 of the Southeast 1/4 of Section 30, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the SW corner of said West 1/2; thence North (assumed bearing) 1117.00 feet on the West line of said West 1/2; thence East 33.00 feet; thence North 100.00 feet on a line 33.00 feet East of and parallel to the West line of said West 1/2 to the point of beginning; thence East 352.00 feet; thence North 286.67 feet; thence South 87°13'27" West 352.41 feet; thence South 269.60 feet on a line 33.00 feet East of and parallel to the West line of said West 1/2 to the point of beginning.

NW SE

SW SE

TRACT I:

The East 1/2 of the SE 1/4 of Section 30, Township 16 North, Range 12 East of the 6th

CONTINUED

NE SE

SE SE

LEGAL DESCRIPTION

EXHIBIT "A"

FILE NUMBER: dcmaster

P.M., Douglas County, Nebraska, except the East 33 feet.
Subject to easements of record, if any, and lawful highways.

TRACT J:

The SW 1/4 of Section 29, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska,

EXCEPT

- (1) the North 208.71 feet of the West 208.71 feet,
- (2) the North 212.75 feet of the East 417.00 feet thereof,
- (3) a tract of land lying in the SW 1/4 of Section 29, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Beginning at the South quarter corner of Section 29, and assuming the North-South 1/4 line of Section 29 to bear due North-South; thence South $89^{\circ}39'03''$ West along the South line of the Southwest 1/4 a distance of 524.26 feet; thence North a distance of 880.05 feet; thence North $86^{\circ}36'37''$ East a distance of 525.17 feet; thence South along the North-South 1/4 line of Section 29, a distance of 907.91 feet to the point of beginning.

NE SW
NW SW
SE SW
SW SW

LEGAL DESCRIPTION

TRACT K

Part of the SW 1/4 of Section 30, Township 16 North, Range 12 East of the 6th p.m., Douglas County, Nebraska, and more particularly described as follows: From the Southwest corner of said Section 30, T 16 N, R 12 E; thence North 00 Degrees 02 Minutes 32 Seconds East (assumed bearing) along the west line of said SW 1/4 a distance of 1474.20 feet to the Point of beginning, said Point being on the centerline of Papillion Creek; thence continuing North 00 Degrees 02 Minutes 32 Seconds East along said West line a distance of 1175.17 feet to the West 1/4 Corner of said Section; thence South 89 Degrees 48 Minutes 53 Seconds East along the North line of said SW 1/4 a distance of 1894.99 feet; thence South 00 Degrees 31 Minutes 05 Seconds West a distance of 376.01 feet; thence South 89 Degrees 48 Minutes 53 Seconds East a distance of 764.01 feet to a point on the East line of said SW 1/4; thence South 00 Degrees 31 Minutes 05 Seconds West along said East line a distance of 2123.37 feet to a point 141.5 feet North of the S 1/4 corner of said Section; thence North 20 Degrees 15 Minutes 28 Seconds West a distance of 93.03 feet; thence South 00 Degrees 31 Minutes 05 Seconds West a distance of 94.03 feet; thence North 89 Degrees 28 Minutes 55 Seconds West a distance of 17.00 feet; thence South 00 Degrees 31 Minutes 05 Seconds West a distance of 134.90 feet to a point on the south line of said SW 1/4, said point being 50.0 feet west of the S 1/4 corner of said Section; thence North 90 Degrees 00 Minutes West along said South line a distance of 779.32 feet to a point on the Centerline of said Papillion Creek; thence along said creek centerline as follows: North 81 Degrees 51 Minutes 14 Seconds West a distance of 488.58 feet; thence North 69 Degrees 07 Minutes 34 Seconds West a distance of 69.24 feet; North 59 Degrees 11 Minutes 29 Seconds West a distance of 263.75 feet; North 50 Degrees 49 Minutes 04 Seconds West a distance of 325.89 feet; North 48 Degrees 35 Minutes 44 Seconds West a distance of 257.69 feet; North 34 Degrees 19 Minutes 46 Seconds West a distance of 161.56 feet; North 32 Degrees 13 Minutes 43 Seconds West a distance of 279.98 feet; North 33 Degrees 15 Minutes 55 Seconds West a distance of 261.69 feet; North 35 Degrees 56 Minutes 55 Seconds West a distance of 345.65 feet to the point of beginning; and containing 134.28 acres, more or less, of which includes 1.58 acres, more or less of Road Right-of-Way on the east of said tract.

NE SW
NW SW
SE SW
SW SW