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**DEED OF TRUST**

This Deed of Trust, made this 21 day of March, 2000, by and between **THE FIRE GROUP PARTNERSHIP**, a Nebraska general partnership (hereinafter called the "Trustor") whose mailing address is 10730 Pacific Street, Suite 34, Omaha, Nebraska 68114, **SCOTT LAUTENBAUGH**, Attorney at Law, whose mailing address is 300 South 19<sup>th</sup> Street, Suite 302, Omaha Nebraska 68102 (hereinafter called the "Trustee"), and **BRADLEY A. FIRE**, (hereinafter called the "Beneficiary"), whose mailing address is 10512 South Highland Lane, Olathe, Kansas 66061.

**WITNESSETH:**

Whereas, under even date herewith, The Fire Group Partnership, executed and delivered its Revolving Credit Note payable to Beneficiary in the principal sum of Five Million and 00/100 Dollars (\$5,000,000.00), which Revolving Credit Note will be referred to herein as the "Note" or the "Note Secured Hereby", and,

NOW, THEREFORE, for the purpose of securing payment of the Note, according to its terms and any extensions or renewals thereof, and for the purposes of securing performance by Trustor of the agreements herein contained, Trustor irrevocably grants and transfers to Trustee, in trust with **POWER OF SALE**, all of the following described real estate situated in Douglas County, Nebraska (hereinafter called the "Described Premises"):

The West Half of the Southeast Quarter (W $\frac{1}{2}$ , SE $\frac{1}{4}$ ) of Section 19, and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ , NE $\frac{1}{4}$ ) of Section 19, all in Township 15 North, Range 11, east of the 6<sup>th</sup> P.M, Douglas County, Nebraska,

together with all buildings, fixtures and improvements upon the described Premises, whether now or hereafter existing, all rights-of-way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances belonging, used or enjoyed in connection with the described premises, or any part thereof (subject, however, to be the right, power and authority of Trustor to collect and apply such rents, issues, profits and income as they become due and payable, so long as no default exists hereunder) and all proceeds of conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards, (all of which collectively is hereinafter referred to as the "Trust Property").

IT IS AGREED, without affecting the generality of any of the foregoing provisions, that all heating, cooling, air conditioning and plumbing appliances and equipment now or hereafter attached to, or built in, any building or improvement, now or hereafter erected upon the described premises, shall be deemed fixtures and a part of the realty, and are a portion of the Trust Property.

**TO HAVE AND TO HOLD** the Trust Property upon and subject to the trusts and agreements hereinafter set forth:

1. Trustor, The Fire Group Partnership, agrees to punctually pay the principal of, and interest on, the Note on the dates and at the place and in the manner provided therein and to punctually perform all agreements, conditions and provisions of any other security instrument given in connection with this transaction.
2. Trustor, at its expense, will maintain and preserve the lien of this Deed of Trust as a first and paramount lien upon the Trust Property, will cause this Deed of Trust, and each amendment or supplement thereto, to be filed and recorded as a mortgage of the Trust Property, in such manner and in such place, and will take such other action as in the opinion of Trustee may be required by any present or future law in order to perfect, maintain and protect the lien of this Deed of Trust, as the same may be from time to time amended or supplemented.
3. If title to any part of the Trust Property shall be taken in condemnation proceedings, by right of eminent domain or similar action, or shall be sold under threat of condemnation, all awards, damages and proceeds are hereby assigned and shall be paid to Trustee who shall apply such amount to the prepayment of the Note. Trustor will promptly, and with due diligence, repair, alter and restore the remaining part of the Trust Property to its former condition substantially to the extent that the same may be feasible and so as to constitute a complete and usable unit.

BRADLEY FIRE  
 10512 So. Highland Lane  
 Olathe, Kansas 66061  
 #16  
 ✓ #05488906

4. Trustor, at its expense, will maintain with insurers approved by Beneficiary insurance with respect to the improvements and personal property constituting the Trust Property against loss by fire, lightning, and other perils covered by standard extended coverage endorsement, in an amount equal to at least 100% of the full replacement value thereof; and insurance against such other hazards and in such amount as is customarily carried by owners and operators of similar properties and as Beneficiary may require for its protection. Trustor will comply with such other requirements as Beneficiary may from time to time request for the protection by insurance of the interest of the respective parties. All insurance policies maintained pursuant to this Deed of Trust shall name Trustor, Trustee and Beneficiary as insureds, as their respective interests may appear, and provide there shall be no cancellation or modification without 15 days prior written notification to Trustee and Beneficiary. In the event any policy hereunder is not renewed on or before 15 days prior to its expiration date, Trustee or Beneficiary may procure such insurance, pay the premiums therefor, and such sums shall immediately become due and payable with interest at the rate of nine percent (9%) per annum until paid and shall be secured by this Deed of Trust. All policies of insurance required by this Deed of Trust shall be delivered to and retained by Trustee. Failure of Trustor to furnish such insurance, or renewals as are required hereunder, or failure to pay any sums advanced hereunder shall, at the option of Beneficiary, constitute a default. All unearned premiums are hereby assigned to Trustee as additional security and a sale and conveyance of the Trust Property by the Trustee shall operate to convey to the purchaser the Trustor's interest in and to all policies of insurance upon the Trust Property.

5. In case of any damage to, or destruction of, the buildings, improvements or personal property constituting part of the Trust Property, whether such loss is covered by insurance or otherwise, Trustor, at its sole cost and expense, will promptly restore, repair, replace and rebuild the same as nearly as practicable to its condition immediately prior to such damage or destruction or with such changes and alterations as Trustor may deem appropriate, provided such changes and alterations do not materially lessen the value and utility of such buildings, improvements and personalty from that existing immediately prior to such damage or destruction. Trustor shall be entitled to reimbursement from the Trustee to the extent of the net insurance proceeds received by Trustee, but only to the extent of the actual sum expended under this provision.

6. Trustor will not commit any waste upon the Trust Property and will, at all times, maintain the same in good operating order and condition and will make, from time to time, all repairs, renewals, replacements, additions and improvements which are reasonably needed or desirable to such end. No building or improvement now or hereafter erected upon the Trust Property shall be altered, removed or demolished without the prior written consent of Beneficiary.

7. If during the existence of this Trust, there shall be threatened, commenced or pending any suit or action affecting any of the Trust Property, the title thereto or the priority of the lien of this Deed of Trust thereon, or if any adverse claim for or against the Trust Property, or any part thereof, be made or asserted, the Trustee, Beneficiary, or both, may appear or intervene in any such suit or action, retain counsel therein, and defend the same, or otherwise take such action as they may deem advisable and settle or compromise the same or the adverse claim; and in that regard and for any of such purposes may pay and expend such sums of money as Trustee or Beneficiary may deem advisable, which sums shall be deemed to have been advanced hereunder and secured by this Deed of Trust.

8. Trustor hereby covenants, warrants and agrees with Beneficiary, its successors and assigns, that Trustor owns the Trust Property free from any prior lien or encumbrance, that this Deed of Trust is and will remain a valid and enforceable first lien on the Trust Property, that Trustor will preserve such title and will forever warrant and defend the same to the Beneficiary and will forever warrant and defend the validity and priority of the lien hereof against the claim of all persons and parties whomsoever. Trustor will make such further assurance or assurances to perfect its title to the Trust Property as may be reasonably required by Beneficiary. Trustor hereby relinquishes all right of dower and homestead in and to the Trust Property.

9. Trustor will pay all taxes, assessments and other public charges upon the Trust Property before the same by law become delinquent and when any such taxes, assessments or public charges shall be levied upon the Note secured by this Deed of Trust, or upon the Trustee or Beneficiary, or upon their successors or assigns. On account of said debt or the lien of this Deed of Trust (except income taxes) Trustor will pay such taxes, assessments or public charges prior to the time the same shall, by law, become delinquent.

10. Trustor, at its expense, will execute and deliver to the Trustee, promptly upon demand, such security interests as may be required by Trustee, in form and substance satisfactory to Trustee, covering any of the Trust Property conveyed by this Deed of Trust, which security instruments shall be additional security for Trustor's faithful performance of all of the terms, covenants and conditions of this Deed of Trust, the Note secured hereby, and any other security instruments executed in connection with this transaction. Such instruments shall be recorded or filed, and rerecorded and refiled, at Trustor's expense.

11. Within 10 days after demand, Trustor shall furnish to Trustee a schedule certified to be true, setting forth all leases of space in the Trust Property then in effect, including, in each case, the name of the tenants and occupants, a description of the space occupied by such tenant and occupant, the rental payable for such space and such other information and documents with respect to such leases and tenancies as the Trustee may request.

12. All payments made under the provisions of this Deed of Trust, of the Note Secured Hereby, which may be construed as interest, shall not, in the aggregate over the term hereof, exceed the rate that may be lawfully contracted in writing in the State of Nebraska.

- 13. Without the prior written consent of Trustee, Trustor shall not, directly or indirectly, with respect to any lease of space in the described premises, whether such lease is now or hereafter in existence: (a) accept or permit any prepayment, discount or advance rent payable thereunder; (b) cancel or terminate the same, or accept any cancellation, termination or surrender thereof, or permit any event to occur which would entitle the lessee thereunder to terminate or cancel the same; (c) amend or modify the same so as to reduce the term thereof, the rental payable thereunder, or to change any renewal provisions therein contained; (d) waive any default thereunder or breach thereof; (e) give any consent, waiver or approval thereunder or take any other action in connection therewith, or with a lessee thereunder, which would have the effect of impairing the value of lessor's interest thereunder, or the property subject thereto, or of impairing the position or interest of the Trustee or Beneficiary; or (f) sell, assign, pledge, mortgage or otherwise dispose of, or encumber, its interest in any such lease or any rents, issues or profits issuing or arising thereunder.
- 14. Trustor agrees that: (a) the duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be imposed upon Trustee; (b) no provision of this Deed of Trust shall require Trustee to expend or risk its own funds, or otherwise incur any financial obligation in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; (c) Trustee may consult with counsel of its own choosing and the advice of such counsel shall be full and complete authorization and protection in the respect of any action taken or suffered by it hereunder in good faith and in reliance thereon; (d) Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights of powers conferred upon it by this Deed of Trust.
- 15. In the event of any default hereunder, under the Note, or under any other security instrument given in connection with this transaction, Trustee shall be entitled, at any time, at its option, and without regard to the value of the security or the solvency or insolvency of Trustor, to enter upon and take possession of the Trust Property, or any part thereof, and to do and perform such acts as may be necessary or proper to repair, protect and to conserve the value thereof, and to rent or lease the same, or any part thereof, upon such rental, terms and conditions as its judgment may dictate, and to collect and receive the rents, issues and profits thereof, which said rents, issues and profits, present and future, are hereby assigned to the Trustee as further security, but which assignment Trustee agrees not to enforce so long as no such default has occurred.
- 16. Trustor expressly covenants and agrees to pay and discharge all costs, fees and expenses of this Trust, including, in the event of sale by the Trustee of the Trust Property, the Trustee's costs, expenses and fees, which fees shall not exceed \$500.00 plus 1/2 of 1% of the amount secured hereby and remaining unpaid.
- 17. If Trustor shall sell or convey the Trust Property, or any part thereof, or any interest therein, or shall be divested of its title, or any interest therein, in any manner or way, whether voluntarily or involuntarily, without the written consent of Beneficiary being first had and obtained, Beneficiary shall have the right at its option, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable without notice, and said debt shall thereupon become absolute. If the ownership of the Trust Property, or any part thereof, becomes vested in a person other than the Trustor, Beneficiary and Trustee may, without notice to the Trustor, deal with such successor or successors in interest with reference to this Deed of Trust and the debt hereby secured as with the Trustor, and may forbear to sue or may extend time for payment of the debt hereby secured without discharging or in any way affecting the liability of the original Trustor hereunder, or upon the debt secured.
- 18. Trustor will pay to Trustee and to the Beneficiary, respectively, upon demand, the amounts of all sums of money which either shall have paid or expended in curing any default of Trustor under this Deed of Trust, together with interest upon each of said amounts, until paid, from the time of expenditure thereof, at the rate of eight percent (8%) per annum. All of said sums shall be due and payable, together with interest aforesaid, immediately upon the advancement thereof. Neither Trustee nor Beneficiary shall be under any obligation, however, to cure any default of Trustor.
- 19. In case Trustor shall well and truly perform its obligations under this Deed of Trust, and pay or cause to be paid the debt evidenced by the Note and all other moneys agreed to be paid by it under the terms, provisions and conditions of any other security instrument given in connection with this transaction, and also the reasonable expenses of the Trust herein provided, then the Trustee, its successors or assigns, shall reconvey to Trustor all of the Trust Property conveyed to Trustee by the Trustor. Any part of the Trust Property may be reconveyed, at any time, to the Trustor at the request of the Beneficiary without affecting the validity and priority of the lien of this Deed of Trust upon the remainder of the Trust Property.
- 20. Notwithstanding any provisions herein to the contrary, it is understood and agreed that Trustor acquired the real estate legally described herein for the purposes of subdividing the real estate into separate individual lots for sale to parties not subject to this agreement. Upon subdivision of the real estate described herein and sale of any individual lot(s), upon the request of Trustor, the Beneficiary shall direct the Trustee to file a Deed of Reconveyance with respect to the individual lot(s) sold, provided, that if the remaining lots subject to this Deed of Trust have a market value less than the current balance due under the Note Secured Hereby, Trustor shall pay to the Beneficiary on the Note all or a proportion of the selling price of said individual lot so that the remaining payment obligation of Trustor shall remain fully secured.
- 21. In the event of any one or more of the provisions contained in this Deed of Trust, or of the Note or any other security instrument given in connection with this transaction shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Beneficiary, not affect any other provision of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

