

P  
MSC

TRUST DEED  
SECURITY AGREEMENT AND  
FINANCING STATEMENT

THIS TRUST DEED made this 30th day of December, 1986, between ELLSWORTH FINANCIAL CORPORATION, a Delaware corporation, as trustor ("Trustor"), whose mailing address is 135 South LaSalle Street, Suite 1420, Chicago, Illinois, 60603, TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, as trustee ("Trustee"), whose mailing address is c/o Metro Title & Escrow Co., 202 South 19th Street, Omaha, Nebraska 68102, THE ARIZONA BANK, an Arizona corporation, as beneficiary ("Beneficiary"), whose address is National Accounts Department, 30th Floor, The Arizona Bank Building, 101 North First Avenue, Phoenix, Arizona 85003.

WITNESSETH: That Trustor, in consideration of One Dollar (\$1.00) and other valuable consideration receipt whereof is hereby acknowledged, grants, conveys, sells and warrants to Trustee, in trust, with power of sale, the following described property, situated in Douglas County, Nebraska:

Lots 1, 2, 3 and 4, Block 1, of Kountze & Ruth's Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded, and Beginning at the Northeast corner of said Block 1 of Kountze & Ruth's Addition to the City of Omaha, and running thence East 23-8/12 feet to the West line of 16th Street; thence South along said line 132 feet; thence West 22-7/12 feet to the Southeast corner of said Lot 1, Block 1, aforesaid, thence North 132 feet to the point of beginning, in the City of Omaha, Douglas County, Nebraska, together with North 1/2 of vacated alley adjoining said property on the South.

17-21200

Lots 5 and 6, Block 1, Kountze & Ruth's Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska, together with the South One-Half of Vacated Alley adjoining said premises on the North; EXCEPT that part of Lot 5, Block 1, Kountze and Ruth's Addition to the City of Omaha, Douglas County, Nebraska, taken by the City of Omaha, and more particularly described as follows: Beginning at a point on the West line of said Lot 5, Block 1, Kountze and Ruth's Addition, this point being 77 feet North of the Southwest Corner of said lot; thence in a southeasterly direction by a curve whose radius is 143.1 feet (said curve being tangent to the West line of said lot) for a distance of approximately 81.3 feet to the point on the South line of said lot, which is 22.5 feet East of the Southwest corner of said lot; thence West along the South line of said lot a distance of 22.5 feet to the Southwest corner of said lot; thence North along the West line of said lot a distance of 77 feet to the point of beginning.

RECEIVED

1989 MAY -8 PM 4:05

GEORGE J. DUSLEWICZ  
REGISTRAR OF DEEDS  
DOUGLAS COUNTY, NEBR.

BK 3356 N \_\_\_\_\_ C/O \_\_\_\_\_ FEE 68.50  
PG 709-720 N \_\_\_\_\_ DEL 1N MC 62c  
OF mlg COMP \_\_\_\_\_ F/B \_\_\_\_\_

5409 Z. mlg

Lots 7 and 8 in Block 1, Kountze and Ruth's Addition to the City of Omaha, Nebraska and a strip of ground adjoining Lot 8 described as follows: Beginning at the Northeast Corner of said Lot 8 and running thence East 22-5/12 feet to the West line of 16th Street, thence South along the West line of 16th Street, 132 feet; thence West 21-4/12 feet to the Southeast corner of said Lot 8; thence North along the East line of said Lot 8, 132 feet to the place of beginning, together with the South 1/2 of vacated alley adjoining said property on the North. 17-21200

East 102 feet of Lot 1, in Block 2, Kountze and Ruth's Addition to the City of Omaha, Douglas County, Nebraska.

Lot 1, except the East 102 feet thereof, in Block 2, in Kountze and Ruth's Addition to the City of Omaha, Douglas County, Nebraska.

Lot 7, Block 2, Kountze and Ruth's Addition to the City of Omaha, in Douglas County, Nebraska.

✓ Lots 154 through 157 inclusive, Heavenly Acres Replat, a Subdivision, in Douglas County, Nebraska. 59-16200

✓ Lots 158 and 159, Heavenly Acres Replat, a Subdivision, in Douglas County, Nebraska.

✓ Lot 2, Block 1, L. P. Hammond's Addition to the City of Omaha, Douglas County, Nebraska. 02-14800

The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead and dower, together with all buildings, fixtures, improvements and appurtenances thereunto belonging; and all of the foregoing, together with said property are herein referred to as the "Property".

FOR THE PURPOSE OF SECURING performance of the following:

(a) the due and punctual performance and discharge of all presently existing and hereafter arising debts, obligations, and liabilities of Trustor to Beneficiary by virtue of the following:

(i) That certain promissory note dated December 30, 1986, in the the principal sum of Five Million Five Hundred Thousand Dollars (\$5,500,000.00), payable at the rates of interest provided therein, both principal sum and interest thereon being payable according to the terms set

forth in said promissory note, reference to which is hereby made, at the office of the Beneficiary in Phoenix, Arizona or at such other place as the holder may designate in writing;

(ii) That certain promissory note dated December 30, 1986, in the the principal sum of Five Hundred Thousand Dollars (\$500,000.00), payable at the rates of interest provided therein, both principal sum and interest thereon being payable according to the terms set forth in said promissory note, reference to which is hereby made, at the office of the Beneficiary in Phoenix, Arizona or at such other place as the holder may designate in writing;

(iii) That certain promissory note dated March 10, 1986, in the the original principal sum of Six Million Six Hundred Thousand Dollars (\$6,600,000.00), payable at the rates of interest provided therein, both principal sum and interest thereon being payable according to the terms set forth in said promissory note, reference to which is hereby made, at the office of the Beneficiary in Phoenix, Arizona or at such other place as the holder may designate in writing (all of which promissory notes referred to in subparagraphs (i), (ii) and (iii) of this paragraph being collectively referred to herein as the "Promissory Notes"); and

(iv) That certain Loan and Security Agreement dated as of the 1st day of March, 1986 as amended on December 30, 1986 by and between Trustor and Beneficiary (the "Loan and Security Agreement"); and

(b) together with any sum or sums of money with interest thereon which hereafter may be paid or advanced under the terms of this Trust Deed and payment of all sums advanced by the Beneficiary to protect the Property (collectively, the "Indebtedness").

TRUSTOR AND BENEFICIARY COVENANT AND AGREE AS FOLLOWS:

1. Warranty of Title. Trustor is lawfully seized of the Property; it has good right and lawful authority to sell and convey the Property; the Property is free and clear of all liens and encumbrances except liens now of record; and Trustor will warrant and defend the title to the Property unto the Trustee and its successors and assigns forever, against the claims of all persons.

2. Payment of Indebtedness. Trustor shall pay when due the Indebtedness secured hereby and will punctually perform all agreements, conditions and provisions of any other security instrument given in connection with this transaction.