

BROWN & WOLFF, P.C.
Suite 270 Embassy Tower
9300 Underwood Avenue
Omaha, NE 68114-2685



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DEED OF TRUST

Address: 9300 Underwood Avenue, Omaha, NE 68114

GEORGE J. BULEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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3. Maintenance of Security.

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3. Maintenance of Security.

3.1 Trustor shall keep the Security in good condition and repair; shall not commit or suffer waste; shall not do or allow anything to be done which will increase the risk of fire or other casualty to the Premises or diminish the value of the Security except reasonable wear and tear; and may add any building or improve the Premises so long as the same are done in accordance with the applicable codes, rules and regulations of proper governmental authority.

3.2 If the Security or any part thereof is condemned, Trustor shall give immediate written notice of the event to the Beneficiary. Proceeds from any condemnation award or settlement shall be paid first to the Beneficiary and applied to any interest due under the Notes and then to the remaining principal balance. Upon payment in full of the Notes, any excess monies shall be paid to the Trustor.

3.3 The Beneficiary or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours.

3.4 The Trustor shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

4. Insurance.

4.1 Trustor shall keep the Security insured against with the following coverage; (1) liability insurance for the benefit of the Beneficiary and Trustee to protect the Beneficiary and Trustee from any and all claims of personal injury or property damage arising from or out of the Premises with limits and deductible amounts approved by the Beneficiary; and (2) other insurance normal and customary for owners and operators of similar property. Further, Beneficiary may require any other reasonable insurance to protect the Security. All insurance shall be paid for by the Trustor, shall be in a form and provided by a company approved by the Beneficiary, shall insure the Beneficiary, Trustee and Trustor as their interests appear, and shall provide that the insurance company shall notify the Beneficiary in writing at least 30 days prior to cancellation or termination becomes effective as to the Beneficiary.

4.2 Trustor shall provide the Beneficiary proof of insurance required by this Agreement upon request by the Beneficiary or Trustee. If the Trustor fails to provide insurance, the Beneficiary may declare the Notes and Deed of Trust in default. Beneficiary may purchase such insurance as necessary to protect the Security, Beneficiary or Trustee. The cost of the insurance so purchased with interest shall be paid by the Trustor.

5. Taxes, Assessments and Charges.

5.1 Trustor shall pay all taxes, assessments, liens and other charges, including utility charges, that may affect the Security as they are due and before they are delinquent. Upon request, Trustor shall show Beneficiary proof of payment Trustor shall pay all taxes and assessments which may be levied upon Beneficiary's interest herein or upon this Deed of Trust without regard to any law in effect or that may be enacted imposing payment of the whole or any part therefor upon the Beneficiary.

5.2 If Trustor fails to make the payments required herein, the Beneficiary may declare the Notes and Deed of Trust in default. Beneficiary may pay such amounts necessary to protect the Security. The amount of such payment with interest shall be due and payable from Trustor upon written demand therefor by Beneficiary.

6. Condemnation. Condemnation under this Deed of Trust shall include any

damage or taking by any governmental authority and any transfer by private sale in lieu thereof. On condemnation, the Beneficiary may declare the entire indebtedness secured by the Deed of Trust due and payable. The Trustor hereby assigns all rights to compensation or relief for condemnation to the Beneficiary, who may proceed for just compensation in the name of the Trustor or Beneficiary. The proceeds recovered hereunder shall be applied to the indebtedness secured by this Deed of Trust and then to the Trustor. The Trustor agrees to make such further assignments as necessary to give this provision effect.

7. Additional Liens and Protection of Security and Subrogation.

7.1 Beneficiary, in his sole discretion, may make any payment, expend or advance any funds he deems necessary to protect the Security. Such payment, expenditures or advancements with interest shall be construed to be an advancement under Section 8.2.

7.2 The Beneficiary is subrogated to the Trustor for all insurance proceeds, claims or damages to the Security.

8. Default, Remedies, Acceleration, Sale.

8.1 If the Trustor does not: (1) make payment within thirty (30) days after demand therefor; (2) perform any of the covenants of the Deed of Trust; (3) if Trustor fails to observe any covenant or condition in any document between Trustor and Beneficiary; or (4) if the Beneficiary has expended sums to protect this Security, then the Trustor has breached this Deed of Trust, is in default and the Beneficiary may declare a default and may declare all sums secured hereby immediately due and payable and such sums shall immediately become due and payable without presentment, demand, protest or notice of any kind except as may be provided in the Notes. In addition or in the alternative, Beneficiary may deliver to Trustee a written declaration of default and demand for sale. Trustor agrees and hereby grants that the Trustee shall have the power of sale of the security and if the Beneficiary decides the Security is to be sold, the Beneficiary shall deposit with Trustee this Deed of Trust and the Notes and any other documents evidencing expenditures secured hereby, and shall deliver to Trustee a written notice of default and election to cause the Security to be sold, and the Trustee, in turn, shall prepare a similar notice in the form required by law, which shall be duly filed for record by the Trustee.

8.1.1 The Trustee shall proceed to sell the Security complying with the Nebraska Trust Deeds Act in regard to notice, time and manner of sale. The Trustee may sell the Security in one or more parcels or with other parcels and in such order as the Trustee may designate, at public auction to the highest bidder, with the purchase price payable in cash or as otherwise suitable to the Trustee at time of sale. The Trustee may postpone the sale from time to time. The Trustee shall execute and deliver to the purchaser a trustee's deed conveying the Security so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation, Beneficiary or Trustee, may purchase at the sale.

8.1.2 When the Trustee sells the Security pursuant to the power herein, Trustee shall apply the proceeds of the sale to the payment of the costs and expenses of exercising the power of sale and of the sale, including, without limitation, the payment of the trustee's fees incurred. Trustee's fees hereunder shall be deemed reasonable if they are no greater than 5% of the balance of the original amount secured hereby, plus all costs and expenses of the Trustee in performance of his duties, including attorney fees, not otherwise paid as costs, and expenses of exercising the power of sale and of the sale. After the payment of Trustee's fees, if the sale is by a Trustee, or the proper court and other costs of foreclosure and sale pursuant to judicial foreclosure, the proceeds of

sale shall be applied in the order stated below to the payment of:

- (1) Attorney's fees and costs of collection;
- (2) Cost of any evidence of title procured in connection with such sale and any revenue or tax deed to be paid;
- (3) All obligations secured by this Deed of Trust;
- (4) The remainder, if any, to the person legally entitled thereto.

8.2 Sums Advanced to Protect Security. Beneficiary may advance such sums as Beneficiary, in its sole discretion deems reasonable to protect the Security. Sums advanced to protect the Security whether specifically enumerated as such herein or reasonably construed to be so advanced shall become the obligation of the Trustor. The payment of such sums together with the interest thereon shall be secured by this Deed of Trust. The interest rate for sums advanced to protect the Security shall be at ten percent (10%) per annum or the highest rate allowed by law from the date such sums were paid by Beneficiary, whichever is less.

8.3 Interest Rate Upon Default. After acceleration, upon default or after maturity, all sums due the Beneficiary and secured by this Deed of Trust, including interest not paid when due, shall bear interest at ten percent (10%) per annum from the date such sums were due, or the highest rate allowed by law, whichever is less.

9. Trustor's Right to Reinstate. If within one (1) month of the recording of a Notice of Default under this Deed of Trust, if the Power of Sale is to be exercised, Trustor meets certain conditions, Trustor shall have the right to have enforcement of this Deed of Trust discontinued. Those conditions are that Trustor: (a) pays Beneficiary all sums which then would be due under this Deed of Trust and the Notes had no acceleration occurred; (b) cures any default of any other covenants or agreement; (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's rights in the Security and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unchanged. Upon reinstatement by Trustor, this Deed of Trust 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 Section 8 hereof.

10. Remedies Not Exclusive. The remedies provided in this Agreement shall not be exclusive. Upon the default of the Trustor, the Beneficiary may seek relief by any legal or equitable means including the conventional foreclosure of the Security. The Beneficiary may seek to enforce the agreements here made in such order and manner as Beneficiary sees fit. No remedy is intended to be exclusive but each shall be cumulative. Every power or remedy provided under the Deed of Trust to the Trustee or Beneficiary or to which either of them may otherwise be entitled by law may be exercised concurrently or independently as often as is deemed necessary by the Trustee or Beneficiary or either of them and either of them may pursue inconsistent remedies. The Beneficiary or Trustee may proceed to pursue a deficiency judgment against the Trustor to the extent such action is permitted by law.

11. Transfer of the Property; Assumption. If all or part of the Security interest herein is sold, transferred or otherwise conveyed by Trustor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust; (b) the grant of any leasehold interest of three years or less not containing an option to purchase, or (c) such grant of a leasehold interest as may be approved in writing by the Beneficiary,

such action is a breach of this Agreement, and Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable, or cause the Trustee to file a Notice of Default. Beneficiary shall have waived such option to accelerate if, prior to the sale, transfer or conveyance, Beneficiary and the person to whom the security is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Beneficiary and that the interest payable on the sum secured by this Deed of Trust shall be at such rate as Beneficiary shall request, but no transfer or conveyance shall release Trustor from liability on the obligation secured hereby.

12. Forbearance by Beneficiary and Waiver. Any forbearance by Beneficiary to Trustee, Trustor or anyone, in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy hereunder. Likewise, the waiver by Beneficiary to Trustee of any default of Trustor under this Deed of Trust shall not be deemed to be a waiver of any other or similar defaults subsequently occurring. No waiver shall be construed against the Beneficiary unless such waiver shall be express and in writing signed by the Beneficiary.

13. Beneficiary's Powers. Without affecting or releasing the liability of the Trustor or any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Security not then or theretofore released as security for the full amount of all unpaid obligations, the Beneficiary may from time to time and without notice at the request of Trustor (a) release any person so liable; (b) extend or renew the maturity or alter any of the terms of such obligation; (c) grant other indulgences; (d) release or reconvey or cause to be released or reconveyed at any time at the Beneficiary's option any portion or all of the Security; (e) take or release any other or additional security for any obligation herein mentioned; (f) make compositions or other arrangements with debtors in relation thereto. Beneficiary may, in his sole discretion, (i) inspect the Security at any reasonable time; (ii) require such additional security as may be reasonable; and (iii) substitute the Trustee herein with any person, entity or corporation qualified to so act. The attorneys for the Beneficiary or one of them may now or subsequently be designated the Trustee herein and may perform for the Beneficiary duties as counsel and Trustee. Trustor shall be obligated and bound by the actions of the Beneficiary or any Trustee as herein stated.

14. Attorney's Fees, Costs and Expenses. Trustor agrees to pay all fees, costs and expenses including attorneys' fees expended by the Beneficiary or the Trustee to collect any sum due hereunder or enforce this Deed of Trust. Such sums shall be deemed an advancement to protect the Security when paid by the Beneficiary. Provided further, however, that this section does not apply to the Trustee fee referred to in Section 8.1.2.

15. Reconveyance by Trustee. Upon written request of the Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Notes to the Trustee for cancellation and retention and upon payment by the Trustor of the Trustee's fees, the Trustee shall reconvey to the Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Security then held hereunder. The recitals and such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in any reconveyance may be described as "The person or persons legally entitled thereto".

16. Notices.

16.1 Notice as required by the Nebraska Trust Deeds Act shall be given. Except as provided herein and wherever permissible by law, Trustor waives notice. Notices may be sent to the parties at their addresses as listed in this Deed of Trust or as otherwise changed. All notices required herein shall be in writing.

Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto a notice of such change. Any notice hereunder shall be deemed to have been given when placed within the U.S. mail, postage prepaid, addressed to the address of the party as listed herein or as properly changed.

16.2 Trustor, Beneficiary and Trustee request that a copy of any notice provided hereunder, provided according to applicable law or provided by the terms of any other security agreement covering the security herein, be mailed to them at the addresses provided above.

17. Environmental Pollutants.

17.1 Definition. For purposes of this Deed of Trust, "Environmental Pollutant" shall mean any pollutant, contaminant, solid waste or hazardous or toxic waste, substance or material defined as such pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601, et seq.), or any other Federal, state or local environmental law, statute, code, rule, regulation, order, decree or ordinance (collectively referred to as "Environmental Requirements").

17.2 Indemnification. Trustor shall, and does hereby agree to, indemnify and hold Beneficiary harmless from any actions, claims, damages, liabilities, remedial action costs and other costs, including without limitation, court costs, attorneys' fees, punitive damages, civil penalties and criminal penalties, which may result in connection with any Environmental Pollutant which is related to the Security and may hereafter located above, in, on, under or around the Security. Any such indemnification shall survive the termination of this Deed of Trust, whether such termination occurs as a result of the Trust, whether such termination occurs as a result of the exercise by Beneficiary of its rights and remedies hereunder or as a result of payment of the Notes or otherwise.

17.3 Compliance With Environmental Requirements. If at any time it is determined that the Security, any activity related to the Security or an Environmental Pollutant above, in, under, from or around the Security is subject to regulation under Environmental Requirements, including without limitation, environmental permit requirements or environmental abatement, corrective, remedial or response action, Trustor shall, at Trustor's sole expense, commence with due diligence, within thirty (30) days after receipt of notice thereof, or sooner if required by applicable law, and continue with due diligence to take all appropriate action to comply with all such regulations. If at any time it is determined that radon is present in an unacceptable level above, in, on, under, from or around the Security, Trustor shall, at Trustor's sole expense, commence with due diligence, within ten (10) days after receipt of notice thereof, or sooner if required by applicable law, and continue with due diligence to take all appropriate action to reduce the radon exposure to an acceptable level.

17.4 Notification to Beneficiary. Trustor, immediately upon obtaining knowledge thereof, shall notify Beneficiary in writing of:

17.4.1 Any proceeding or inquiry by any governmental authority with respect to the presence or release of any Environmental Pollutant above, in, on, under, from or around the Security;

17.4.2 All claims made or threatened by any third party relating to any damage, loss or injury resulting from any Environmental Pollutant; and

17.4.3 The presence of radon above, in, on, under, from or around the Security in unacceptable levels.

17.5 Rights of Beneficiary. Beneficiary shall have the right:

17.5.1 At any time that Beneficiary reasonably suspects the presence of radon or of an Environmental Pollutant subject to regulation under Environmental Requirements above, in, on, under, from or around the Security; or

17.5.2 Upon and after default of any of the term and conditions of Section 17 hereof, to require Trustor, at the sole cost and expense of Trustor, to employ a qualified independent environmental auditor, acceptable to Beneficiary, to conduct an environmental audit of the Security to determine whether there is any radon or Environmental Pollutant above, in, on, under, from or around the Security, such that the Security, any activity related to the Security or the Environmental Pollutant is subject to regulation under Environmental Requirements. Beneficiary shall instruct such auditor to conduct such audit in such a manner as to minimize interference with the operation of the Security.

18. Miscellaneous.

18.1 This Deed of Trust shall be governed by the laws of the State of Nebraska.

18.2 This Deed of Trust, and all terms, conditions and obligations herein, apply to and inure to the benefit of and binds all parties hereto, their heirs, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Notes, whether or not named as a beneficiary herein.

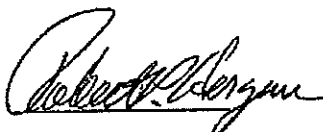
18.3 In the event any one or more provisions of this Deed of Trust shall be held invalid, illegal or unenforceable, such provision, at the option of the Beneficiary, shall not affect any other provision of this Deed of Trust but the Deed of Trust shall be meant and construed as if such provision had never been a part thereof. If any portion of the debt becomes unsecured for any reason, then at the option of the Beneficiary, any and all payments made hereunder may be declared to first apply to the portions of the debt that have become or are non-secured.

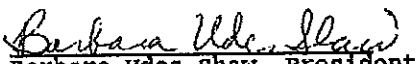
19. Acceptance by the Trustee. The Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

BENNINGTON COMPANY,
a Nebraska corporation.

Attest:




Barbara Udes Shaw, President

Title:

Secy

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 19th day of August, 1994 in and for said County and State, before me, the undersigned, a Notary Public personally appeared BARBARA UDES SHAW, President of Bennington Company, a Nebraska corporation, known to be the identical person named in and who executed the foregoing Deed of Trust and acknowledged that she executed the same as their voluntary act and deed and the voluntary act and deed of said corporation.



Robert J. Luebbert
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS