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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

AMERICAN NATIONAL BANK
Mr. Ed Kelleher
American National Bank, N.A.
P.O. Box 2139
Omaha, NE 68103-2139

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MAY 27 2003 9:00
MAY 27 2003 9:15 L/C/O COMP
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DEED OF TRUST, CONSTRUCTION SECURITY AGREEMENT, SECURITY AGREEMENT AND FIXTURE FILING STATEMENT

THIS DEED OF TRUST, CONSTRUCTION SECURITY AGREEMENT, SECURITY AGREEMENT AND FIXTURE FILING STATEMENT ("Deed of Trust"), dated the 14 day of July, 2003, by MANCHESTER PARK, L.L.C., a Nebraska limited liability company, whose address is 9805 Giles Road, La Vista, Nebraska, 68128 ("Trustor"), and **BOOGE PROPERTIES LIMITED PARTNERSHIP**, a South Dakota limited partnership, 5001 East Washington, Suite 103, Phoenix, AZ, 85034, ("Owner") to **AMERICAN NATIONAL BANK**, whose address is P.O. Box 2139, Omaha, NE, 68103-2139 ("Trustee") for the use and benefit of **AMERICAN NATIONAL BANK**, its successors and/or assigns, whose address is P.O. Box 2139, Omaha, NE, 68103-2139 ("Beneficiary").

WITNESSETH:

Trustor and Owner **HEREBY IRREVOCABLY GRANT, TRANSFER AND ASSIGN TO TRUSTEE, IN TRUST, WITH POWER OF SALE**, for the benefit and security of Beneficiary, its successors and assigns under the terms and conditions of this Deed of Trust, all of the following (collectively referred to as the "Mortgaged Property"):

(a) The real property situated in the County of Douglas, State of Nebraska, described in Exhibit A which is attached hereto and incorporated herein by reference (the "Land"), and all estates and rights of Trustor in and to the Land, together with: (i) any

Premier Land Title Company
8004 S. 84th Street #1 Box 11
La Vista, NE 68128 69
Ph: 891-7160
Fax: 891-7162

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and all buildings, structures, improvements, alterations or appurtenances now or hereafter situated or to be situated on the Land (collectively, the "Improvements"); and (ii) all right, title and interest of Trustor, now owned or hereafter acquired, in and to (A) all streets, roads and public places, alleys, easements, rights-of-way, public or private, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, now or hereafter used in connection with or pertaining to the Land or the Improvements; (B) any strips or gores between the Land and abutting or adjacent properties; (C) all options to purchase the Land or the Improvements or any portion thereof or interest therein, and any greater estate in the Land or the Improvements; (D) all water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) wells and well rights, well permits, springs and spring rights and reservoirs and reservoir rights appurtenant to or historically used in connection with the and all of Trustor's rights and interests under applicable state or Federal law to all water, and to use or consent to use all water, contained in or available from any part of the water-bearing formations underlying the Land, together with all associated easements and rights-of-way, any and all rights to obtain water, sewer and other services from service districts, and water stock, timber, crops and mineral interests on or pertaining to the Land; and (E) all development rights and credits and air rights (the Land, Improvements and other rights, titles and interests referred to in this clause (a) being herein sometimes collectively called the "Premises");

(b) All fixtures, equipment, systems, machinery, furniture, furnishings, appliances, machinery, inventory, goods, building and construction materials, supplies, and other articles of personal property, of every kind and character, tangible and intangible, now owned or hereafter acquired by Trustor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) being herein sometimes collectively called the "Accessories", all of which are hereby declared to be permanent accessions to the Land);

(c) All (i) plans and specifications for the Improvements, maps, surveys, studies, reports, permits, licenses, architectural, engineering, construction, management, maintenance, service and other contracts, books of account, insurance policies and other documents of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale, purchase or operation of the Mortgaged Property, (ii) Trustor's rights, but not liability for any breach by Trustor, under all commitments (including any commitments for financing to pay any of the Secured Indebtedness as such term is defined below), insurance policies, interest rate protection agreements, contracts and agreements for the design, construction, operation or inspection of the Improvements and other contracts and general intangibles (including payment intangibles and any trademarks, trade names, goodwill and symbols) related to the Premises or the Accessories or the operation thereof, (iii) deposits and deposit accounts arising from or relating to any transactions related to the Premises or the Accessories (including Trustor's rights in tenants' security deposits, deposits with respect to utility services to the

Premises, and any deposits, deposit accounts or reserves hereunder or under any other Loan Documents (as such term is defined below) for taxes, insurance or otherwise), (iv) rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts (including deposit accounts), instruments, documents, notes and chattel paper arising from or by virtue of any transactions related to the Premises or the Accessories, (v) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories, (vi) all of Trustor's interest in all leases now or hereafter existing with respect to all or any portion of the Premises, all of the rents, issues and profits of the Mortgaged Property or arising from the use of enjoyment of all or any portion thereof, all security deposits arising from the use of enjoyment of all or any portion of the Mortgaged Property, and all utility deposits made to procure and maintain utility services to the Mortgaged Property, or any portion thereof and other benefits of the Premises and the Accessories (without derogation of Section A(7) hereof), (vii) oil, gas and other hydrocarbons and other minerals produced from or allocated to the Land and all products processed or obtained therefrom, and the proceeds thereof, and (viii) engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Property, including software, which are in the possession of Trustor or in which Trustor can otherwise grant a security interest;

(d) All (i) proceeds (whether cash or non-cash and including payment intangibles), of or arising from the properties, rights, titles and interests referred to above, including the proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance, present and future, payable because of loss sustained to all or part of the Mortgaged Property (including premium refunds), whether or not such insurance policies are required by Beneficiary, proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, proceeds arising out of any damage thereto, including any and all commercial tort claims, and (ii) other interests of every kind and character which Trustor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above and all property used or useful in connection therewith, including rights of ingress and egress and remainders, reversions and reversionary rights or interests;

(e) All interests, estates or other claims or demands, in law and in equity, which the Trustor now has or may hereafter acquire in the Mortgaged Property and all right, title and interest hereafter acquired by Trustor in any greater estate in any of the foregoing; and

(f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property referred to above.

FOR THE PURPOSE OF SECURING, in such order or priority as Beneficiary may elect (collectively, the "Secured Indebtedness"):

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(1) Payment of an indebtedness in the principal sum of Three Million Nine Hundred Thousand and no/100th Dollars (\$3,900,000.00), according to the terms of a certain promissory note of even date herewith made by Trustor to the order of Beneficiary, and any and all extensions, modifications, substitutions or renewals thereof, the terms of which are incorporated herein by reference (the "Note"), with interest thereon at the rate or rates provided in the Note maturing and being due and payable in full not later than July 15, 2007 and the performance and discharge of each and every obligation of Trustor set forth in the Note, the Trustor further agreeing that this document shall constitute a Construction Security Agreement within the meaning of Nebraska Revised Statute §52-127 et seq. and that it secures an obligation which the Trustor (debtor) has incurred for the purpose of making an improvement of the Real Property in which the security interest is given and that this is a construction security interest within the meaning of such statutes;

(2) Payment of all other sums, with interest thereon, becoming due or payable under the provisions hereof to either Trustee or Beneficiary;

(3) Due, prompt and complete observance and performance of each and every obligation, covenant and agreement of Trustor contained herein, and in any other instrument executed by Trustor for the purpose of further securing the Secured Indebtedness and all other obligations of Trustor as evidenced by the Note and all other documents and instruments given by Trustor to evidence or secure repayment of the loan identified herein, including (without limitation) that certain Construction Loan Agreement, dated of even date herewith, and any amendments thereto (the "Loan Agreement") (the foregoing collectively the "Loan Documents"), but expressly excluding, however, the Environmental Indemnity Agreement which is not a Loan Document for purposes of this Deed of Trust; and

(4) Such additional sums, with interest thereon, as may be hereafter borrowed from Beneficiary, its successors or assigns, by Trustor, its successors or assigns, when evidenced by another promissory note or notes, which are by the terms thereof secured by this Deed of Trust.

A. PROVISIONS RELATING TO THE MORTGAGED PROPERTY

1. Taxes and Governmental Claims. Trustor agrees to pay, or cause to be paid, any and all taxes, assessments and governmental charges whatsoever levied upon or assessed or charged against the Mortgaged Property, including assessments on appurtenant water stock, at least fifteen (15) days prior to the date such would become delinquent if not paid. Subject to the provisions of paragraph C.13 hereof, Trustor shall give Beneficiary a receipt or receipts, or certified copies thereof, evidencing every such payment by Trustor prior to the time that such payment would become delinquent. Trustor shall pay and satisfy all other claims, liens and encumbrances affecting or purporting to affect the title to, or which may be or appear to be liens on, the Mortgaged Property, or any part thereof,

and all costs, charges, interest and penalties on account thereof, and to give Beneficiary, upon demand, evidence satisfactory to Beneficiary of the payment or satisfaction thereof. Trustor covenants and agrees that in the event of the passage after the date of this Deed of Trust of any law of the State of Nebraska, deducting from the value of real property for purposes of taxation of deeds of trust or debts secured by deeds of trust for state or local purposes, or the manner of collection of any such taxes, and imposing a tax, either directly or indirectly, on this Deed of Trust or the Note, the whole sum secured by this Deed of Trust, with interest thereon, shall, at the election of Beneficiary, become immediately due, payable and collectible on a date to be specified by not less than thirty (30) days written notice to be given to Trustor by Beneficiary; PROVIDED, HOWEVER, that such election shall be ineffective if Trustor is not prohibited by law from paying the whole of such tax in addition to all other payments required hereunder, and the payment of such tax will not constitute usury or render the loan or indebtedness secured hereby wholly or partially usurious under any of the terms of the Note, this Deed of Trust or otherwise, and if Trustor, prior to such specified date, does not pay such tax and in writing in all respects satisfactory to Beneficiary agrees to pay any such tax when thereafter levied or assessed against the Mortgaged Property, and such agreement shall constitute a modification of this Deed of Trust.

2. Insurance, Damage and Destruction. The Trustor shall, at its sole expense, obtain for, deliver to and maintain for the benefit of the Beneficiary during the term of this Deed of Trust, such insurance coverage as is set forth on Exhibit B attached hereto, and such other insurance as Beneficiary may reasonably require.

The Trustor shall pay promptly, or cause to be paid promptly, when due, the premiums of such insurance policies and any renewals thereof. The form and substance of such policies and the companies issuing them shall be acceptable to the Beneficiary.

Delivery of the insurance policies and renewals thereof shall constitute an assignment to the Beneficiary, as further security, of all unearned premiums. In the event of the foreclosure of this Deed of Trust or any other transfer of title to the Mortgaged Property in extinguishment of the Secured Indebtedness and other sums secured hereby, all right, title and interest of the Trustor in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee.

In case of loss covered by policies of insurance, the Trustor may take such action as it may reasonably and in good faith deem appropriate to adjust and collect for any losses so long as: (i) Trustor is, in the reasonable opinion of the Beneficiary, diligently pursuing the adjustment and

collection of any such insurance and, (ii) the loss must be settled and adjusted, or litigation must have been commenced with respect to the loss, within eighteen (18) months of the loss; otherwise the Beneficiary (whether before or after the foreclosure sale) shall be authorized at its option and without the consent of Trustor to settle and adjust any claim arising out of such policies and collect and receipt for the proceeds payable therefrom. Any expense incurred by the Beneficiary in the adjustment and collection of insurance proceeds (including without limitation the cost of any independent appraisal of the loss or damage on behalf of Beneficiary) shall be reimbursed to the Beneficiary first out of any proceeds. Subject to the provisions of the following paragraphs, the net proceeds available following damage or destruction of the Mortgaged Property shall be used to restore and repair the Mortgaged Property if such proceeds are sufficient to do so. If such proceeds are insufficient to restore or repair the Mortgaged Property to its condition prior to the loss, reasonable wear and tear excepted, the proceeds shall be used to prepay the Secured Indebtedness.

The Trustor shall have the right, exercisable by written notice to Beneficiary within sixty (60) days after the occurrence of a loss described above, to disburse the net proceeds of any insurance award to repair, restore, or replace the Mortgaged Property to its condition immediately prior to said loss; provided that in the opinion of Beneficiary all of the following conditions have been met:

- a. There are sufficient proceeds available to complete the repair, restoration, or replacement.
- b. If the work is structural or if the cost of the work, estimated by Beneficiary, shall exceed One Hundred Thousand and No/100ths Dollars (\$100,000.00), plans and specifications for such work will be prepared by a licensed architect satisfactory to Beneficiary, which plans and specifications will be subject to approval by Beneficiary and an inspecting architect acceptable to Beneficiary.
- c. If the cost of the work exceeds \$100,000.00, Trustor submits the following items to Beneficiary for approval:
 - i. Evidence of sufficient contractor's comprehensive general liability insurance, builder's risk insurance and worker's compensation insurance, insuring Beneficiary, as its interest may appear, all issued by insurance companies legally authorized to do business in the State of Nebraska;
 - ii. A certified construction cost statement itemizing the cost of the work;

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- iii. An architectural contract in form acceptable to Beneficiary;
 - iv. A general contract in form acceptable to Beneficiary;
 - v. Assignment of the contracts specified in (iii) and (iv) above in favor of Beneficiary;
 - vi. Trustor, Beneficiary and a title insurance company acceptable to Beneficiary shall have entered into an agreement in form and substance acceptable to Beneficiary whereby all disbursements to be made from proceeds will be based upon lien waivers and completion certifications satisfactory to the Beneficiary and such title insurance company (in accordance with their custom) so as to insure that sufficient funds will be available to complete the restoration of the Mortgaged Property, and to insure that Beneficiary will continue to have full title insurance including, without limitation, mechanics' lien insurance, during and after the construction period.
 - vii. There shall be no existing Event of Default under this Deed of Trust.
 - d. In the event that the foregoing conditions are met within 60 days after said loss occurs, Beneficiary shall make the insurance or condemnation proceeds (not in excess of the amount required for restoration of the Mortgaged Property) available to Trustor. The procedure for draws shall be as specified by Beneficiary.
 - e. There shall also be no abatement, delay or diminution of any payments due or coming due under the instrument or document representing the Secured Indebtedness as the result of such repair, delay, rebuilding, replacement, or restoration.
 - f. All buildings and improvements acquired in the repair, rebuilding, replacement or restoration of the Mortgaged Property shall be deemed a part of the Mortgaged Property, secured by this Deed of Trust.
 - g. Upon the completion date for such replacement or restoration, to the extent the total of funds available pursuant to this subsection are in excess of the costs incident to such repair, restoration or replacement, or if the event of damage or destruction has not significantly impaired the operation of the Mortgaged Property and no repair or restoration is required in the opinion of Trustor and

Beneficiary, such excess funds shall be delivered to the Beneficiary for application against the Secured Indebtedness.

Proceeds payable for Rental Value coverage (as defined on Exhibit B) shall be endorsed and paid to the Trustor, but only on condition that no Event of Default exists hereunder.

In no event shall Beneficiary be held responsible for failure to pay for any insurance required hereby or for any loss or damage growing out of a defect in any policy thereof or growing out of any failure of any insurance company to pay for any loss or damage insured against or for failure by Beneficiary to obtain such insurance or to collect the proceeds thereof.

3. Condemnation. If the Mortgaged Property, or any part thereof, or any interest therein, or any rights appurtenant thereto, including, but not limited to, access, light, air and view, be condemned under any power of eminent domain or acquired for any public or quasi-public use or in the event of sale in lieu thereof, the Trustor shall promptly give the Beneficiary written notice thereof, generally describing the nature of such taking, damage, sale, proceedings or negotiations and the nature and extent of the taking, damage or sale which has resulted or might result therefrom, as the case may be, together with a copy of each and every document relating thereto received by Trustor, and Beneficiary shall have the right to participate in such proceedings or negotiations. Should any of the Mortgaged Property be taken or damaged by exercise of the power of condemnation or eminent domain, or be sold by private sale in lieu or in anticipation thereof, Trustor does hereby irrevocably assign, set over and transfer to Beneficiary any award, payment or other consideration for the property so taken, damaged or sold up to the amount of the then outstanding Secured Indebtedness. Beneficiary is hereby authorized to intervene in any such action in the name of Trustor, provided that Trustor may control such litigation and take such action as it may reasonably and in good faith deem appropriate to adjust and collect for any such claim or action for so long as it is, in the reasonable opinion of Beneficiary, diligently pursuing its rights, otherwise Beneficiary shall be authorized to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any reasonable expenses incurred by Beneficiary in intervening in such action or compromising and settling such action or claim, or collecting such proceeds shall be reimbursed to Beneficiary first out of the proceeds. The net proceeds of any condemnation award shall be used, at the sole option of Beneficiary, to prepay the Secured Indebtedness or restore the Mortgaged Property. If the Secured Indebtedness is repaid in full, the balance of any such net proceeds shall be paid over to the Trustor.

4. Condition of Mortgaged Property.

- a. Trustor agrees to properly care for and keep the Mortgaged Property in good order, condition and repair and to maintain any buildings and improvements on the Premises in good order, condition and repair. Without the prior written consent of Beneficiary, Trustor agrees not to cause or permit any building or improvement which constitutes a part of the Premises to be removed, demolished or structurally altered, in whole or in part, or any fixture or piece of equipment which constitutes a portion of the Mortgaged Property to be removed, damaged or destroyed. Trustor agrees not to cause or permit any waste to any building, improvement, fixture or equipment at any time constituting a portion of the Mortgaged Property. Trustor agrees to complete, restore and reconstruct in a good and workmanlike manner to the condition required hereby any improvement on the Premises which may be constructed, damaged or destroyed; not to permit any lien of mechanics or materialmen to attach to the Mortgaged Property, to comply with all laws, ordinances, regulations or governmental orders affecting the Mortgaged Property or requiring any alterations or improvements thereto; not to commit, suffer or permit any act with respect to the Mortgaged Property in violation of law, or of any covenants, conditions or restrictions affecting such property; to make or cause to be made from time to time all needful or proper replacements, repairs and renewals; and to do any other act or acts, all in a timely and proper manner which from the character or use of the Mortgaged Property may be reasonably necessary to protect and preserve the value of such property. Trustor agrees not to remove from the Premises any of the fixtures or Personal Property included in the Mortgaged Property unless promptly replaced with like property of at least equal value.
- b. Beneficiary or Trustee, or both, may, at any time and without notice to Trustor, enter into and upon and inspect the Mortgaged Property, in person or by agent, in such manner and to such extent as they may deem necessary. In the event that Trustor fails to maintain the Mortgaged Property in the manner specified herein, Beneficiary may, at its option, undertake such repairs or maintenance, for the account of Trustor, as Beneficiary deems necessary. The cost of any such repairs or maintenance undertaken by Beneficiary, together with interest thereon at the rate so provided in the Note, from the date such cost was incurred by Beneficiary until repair to Beneficiary, shall become immediately due and payable to Beneficiary, and Beneficiary shall be reimbursed therefor in accordance with the provisions of paragraph B.3 hereof. The right of Beneficiary to undertake such repairs or

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maintenance shall be optional, and shall in no way limit Beneficiary's right to declare a default under the Note, this Deed of Trust or the other Loan Documents for failure to maintain the Mortgaged Property in accordance with the covenants herein.

5. Alterations and Additions. Trustor agrees that, as to any alteration, addition, construction or improvement to be made upon the Premises, all plans and specifications therefor shall be approved in writing by Beneficiary prior to the commencement of work. Once commenced, all work thereunder shall be prosecuted with due diligence, and all construction thereof will be fully in accordance with the plans and specifications so approved, and will comply with all laws, ordinances or regulations made or promulgated by any governmental agency or other lawful authority and with the rules of the applicable Board of Fire Underwriters. Should Trustor at any time fail to comply with any governmental notice or demand alleging a failure to comply with any such plan, specification, law, ordinance or regulation, such failure shall, at Beneficiary's option, constitute a default hereunder.

6. Status of Title. a. Owner represents and warrants that it is the lawful owner in fee simple of the Mortgaged Property, has good and marketable title to the Land and the Improvements free and clear of all liens and encumbrances whatsoever, except, however, for those matters listed as "Permitted Encumbrances" on Exhibit A attached to the Loan Agreement, and that it has full right, power and authority to convey and mortgage the same and to execute this Deed of Trust. Owner represents and warrants that it is the contract seller to Trustor under a Purchase Agreement (as amended or assigned) under which Trustor shall become fee title holder. Owner agrees to protect, preserve and defend its interest in the Mortgaged Property and title thereto; to appear and defend this Deed of Trust in any action or proceeding affecting or purporting to affect the Mortgaged Property, the lien of this Deed of Trust thereon, or any of the rights of either Trustee or Beneficiary hereunder; and to pay all costs and expenses incurred by either Trustee or Beneficiary in or in connection with any such action or proceeding, including but not limited to Beneficiary's costs; whether any such action or proceeding progresses to judgment and whether brought by or against Trustee or Beneficiary. Beneficiary or Trustee, as the case may be, shall be reimbursed for any such costs and expenses in accordance with the provisions of paragraph B.3 hereof. Trustee or Beneficiary may, but shall not be under any obligation to, appear or intervene in any such action or proceeding and retain counsel therein and defend the same or otherwise take such action therein as either may, at its sole and absolute discretion, deem advisable, and may settle or compromise the same and, in that behalf and for any of such purposes, may expend and advance such sums of money as either may deem necessary, and Beneficiary or Trustee, as the case may be, shall be

reimbursed therefor in accordance with the provisions of paragraph B.3 hereof.

b. Trustor represents and warrants that it is the lawful owner of an equitable title interest in the Mortgaged Property under a valid and existing Purchase Agreement, has good and marketable title to the Land and the Improvements free and clear of all liens and encumbrances whatsoever, except, however, for those matters listed as "Permitted Encumbrances" on Exhibit A attached to the Loan Agreement, and that it has full right, power and authority to convey and mortgage the same and to execute this Deed of Trust. Trustor agrees to protect, preserve and defend its interest in the Mortgaged Property and title thereto; to appear and defend this Deed of Trust in any action or proceeding affecting or purporting to affect the Mortgaged Property, the lien of this Deed of Trust thereon, or any of the rights of either Trustee or Beneficiary hereunder; and to pay all costs and expenses incurred by either Trustee or Beneficiary in or in connection with any such action or proceeding, including but not limited to Beneficiary's costs; whether any such action or proceeding progresses to judgment and whether brought by or against Trustee or Beneficiary. Beneficiary or Trustee, as the case may be, shall be reimbursed for any such costs and expenses in accordance with the provisions of paragraph B.3 hereof. Trustee or Beneficiary may, but shall not be under any obligation to, appear or intervene in any such action or proceeding and retain counsel therein and defend the same or otherwise take such action therein as either may, at its sole and absolute discretion, deem advisable, and may settle or compromise the same and, in that behalf and for any of such purposes, may expend and advance such sums of money as either may deem necessary, and Beneficiary or Trustee, as the case may be, shall be reimbursed therefor in accordance with the provisions of paragraph B.3 hereof.

7. Reserved.

8. Personal Property Security Interest.

a. In addition to creating a lien against the Mortgaged Property, this Deed of Trust constitutes a security agreement and is intended to, and Trustor and Owner do hereby grant and create a security interest in favor of Beneficiary in all property, fixtures, equipment, leases, Rents, issues, income, profits, personal property, instruments, general intangibles, accounts, contract rights and claims included within or related to the Mortgaged Property, and in all deposits made pursuant to Section C13 hereof and all insurance policies and unearned premiums prepaid thereon, insurance proceeds (whether or not Trustor or Owner is required to carry such insurance by Beneficiary hereunder), and awards, payments or consideration for the taking of the Mortgaged Property, or any portion

thereof, by condemnation or exercise of the power of eminent domain, or from any sale in lieu or in anticipation thereof, assigned by Trustor to Beneficiary hereunder (collectively, the "Personal Property"), at any time situated on or used in connection with the construction, maintenance or operation of the Mortgaged Property, to the extent that a security interest may be granted therein under the terms of the Nebraska Uniform Commercial Code. Trustor agrees to supply Beneficiary, but not more frequently than once each calendar year, with an inventory of all such property in a form acceptable to Beneficiary, from time to time, upon receipt of a written request therefor from Beneficiary.

- b. This Deed of Trust shall be self-operative with respect to such Personal Property, but Trustor shall execute and deliver on demand from Beneficiary one or more security agreements, financing statements and other instruments as Beneficiary may request in order to impose the lien hereof more specifically upon any such Personal Property, the terms and conditions thereof to be as required by Beneficiary, in Beneficiary's sole and absolute discretion. The security interest in the Personal Property as created hereby shall be subject to the right of Trustor and tenants of Trustor to replace any such Personal Property from time to time so long as the replacement Personal Property has a fair market value, as determined by Beneficiary, in Beneficiary's sole and absolute discretion, equal to, or greater than the fair market value of the property replaced. The Personal Property may be moved about and relocated from time to time within the Mortgaged Property without the prior consent of Beneficiary first obtained.
- c. Trustor agrees that, all property of every nature and description, whether real or personal, covered by this Deed of Trust, together with all Personal Property covered by the security interest granted hereby, in the Loan Documents or as contained in other instruments executed or to be executed by Trustor, are encumbered as one unit, and upon default by Trustor under the Note secured hereby, or under this Deed of Trust, or any security agreement given pursuant to this paragraph, this Deed of Trust and such security interest, at Beneficiary's option, may be foreclosed or sold in the same proceeding, and all of the Mortgaged Property (both realty and personally) may, at Beneficiary's option, be sold as such in one unit as a going business, subject to the provisions and requirements of all applicable Nebraska law. The filing of any financing statement relating to any Personal Property or rights or interest generally or specifically described herein shall not be construed to diminish or alter any of Beneficiary's rights or priorities hereunder.
- d. This Deed of Trust also constitutes a fixture filing pursuant to the provisions of Nebraska Uniform Commercial Code with respect to those portions of the Mortgaged Property consisting of goods or property which

are now or are to become fixtures relating to the Land. Trustor covenants and agrees that the filing of this Deed of Trust in the official records of the county in which the Mortgaged Property is located shall also operate from the date of such filing as a fixture filing in accordance with Nebraska Uniform Commercial Code. Without the prior written consent of Beneficiary, Trustor shall not create or suffer to be created pursuant to the Nebraska Uniform Commercial Code any other security interest in such items, including replacements and additions thereto. Upon the occurrence of an Event of Default, Beneficiary shall have the remedies of a secured party under the Nebraska Uniform Commercial Code and may also invoke the other remedies provided in this Deed of Trust. For purposes of this fixture filing, the name of the debtor is MANCHESTER PARK, LLC, a Nebraska limited liability company and the name of the secured party is American National Bank, its successors and/or assigns. The respective addresses of the debtor and secured party are set forth on the first page of this Deed of Trust.

- e. This Deed of Trust secures an obligation incurred for the construction of Improvements on the Land including the acquisition cost of the Land, and is a "construction deed of trust" as defined in the applicable statutes. For purposes of subdivision (6) of said statute, "completion of construction" shall not be deemed to occur prior to completion of all work, and installation or incorporation into the Improvements of all materials, for which sums secured hereby are disbursed by Beneficiary.

B. GENERAL PROVISIONS

1. Non-Waiver. The acceptance by Beneficiary of any sum after the same is due shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums secured hereby or to declare a default as herein provided. The acceptance by Beneficiary of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon condition that it shall not constitute a waiver of the obligation of Trustor to pay the entire sum then due, and Trustor's failure to pay said entire sum then due shall be and continue to be a default, notwithstanding such acceptance of such amount on account, as aforesaid, and Beneficiary or Trustee shall be at all times thereafter and until the entire sum then due shall have been paid, and notwithstanding the acceptance by Beneficiary thereafter of further sums on account, or otherwise, entitled to exercise all rights in this Deed of Trust conferred upon them, or either of them, upon the occurrence of a default, and the right to proceed with foreclosure or Trustee's sale shall in no way be impaired, whether any of such amounts are received prior or subsequent to such notice.

2. Late Payment Charge. Should any payment secured hereby be not paid within ten (10) days after the same becomes due and payable, it is recognized by Trustor that Beneficiary will incur extra expenses for handling of delinquent payments, in loss to Beneficiary of the use of the money due, in frustration to Beneficiary in meeting its loan commitments and related costs and expenses, the exact amount of such extra expenses being impossible to ascertain, and in such case Trustor shall pay to Beneficiary a late payment charge as provided in the Note.

3. Substitute Performance by Beneficiary. Should Trustor fail to pay or perform when required any obligation of Trustor hereunder, or pursuant to the Note, the Loan Documents or any other instrument or agreement of Trustor in connection herewith, Beneficiary may, but shall not be obligated to, without regard to the adequacy of its security and without prejudice to its right to declare a default hereunder, pay or perform the same without notice or demand to or upon Trustor. The payment by Beneficiary of any delinquent tax, assessment or governmental charge, or any lien or encumbrance which Beneficiary in good faith believes might be prior hereto, or any insurance premium for insurance which Trustor is obligated to maintain hereunder but which Beneficiary in good faith believes has not been provided, shall be conclusive between the parties as to the legality and amount so paid. Beneficiary shall be subrogated to all rights, equities and liens discharged by any such expenditure. After any default hereunder, or pursuant to the Note the Loan Documents or any other instrument or obligation of Trustor in connection with the loan secured hereby, and whether or not an action is instituted to enforce any provision of this Deed of Trust, the Note, the Loan Documents or such other instrument or obligation of Trustor, Trustor shall pay to Beneficiary any reasonable sums incurred by Beneficiary for attorneys' fees and Beneficiary's costs to enforce this Deed of Trust, the Note, the Loan Documents or other instrument or obligation of Trustor in connection with the loan secured hereby, or to protect or enforce any of Beneficiary's rights pursuant thereto. Any amounts so paid pursuant to this paragraph B.3, or the cost of such performance, together with Beneficiary's costs and all of Beneficiary's expenses incurred in connection with such payment or performance, and any amounts for which Trustor is specifically obligated to reimburse Beneficiary or Trustee pursuant to provisions hereof, including interest on all such amounts at the Default Rate provided in the Note, from the date paid by Beneficiary until repaid to Beneficiary, shall be payable by Trustor to Beneficiary immediately upon notice to Trustor of the amount owing, without further demand, shall be secured by this Deed of Trust, and shall be added to the judgment in any suit brought by Beneficiary or Trustee against Trustor hereon.

4. Non-Liability Of Trustee. At any time, or from time to time, without liability therefor and without notice, upon the written request of

Beneficiary and presentation of the Note and this Deed of Trust for endorsement, without affecting the personal liability of any person for the payment of the Secured Indebtedness, and without affecting the lien of this Deed of Trust upon the Mortgaged Property for the full amount of all amounts secured hereby, Trustee may (a) reconvey all or any part of the Mortgaged Property, (b) consent to the making of any map or plat thereof, (c) join in granting any easement thereon or in creating any covenants or conditions restricting use or occupancy thereof, or (d) join in any extension agreement or in any agreement subordinating the lien or charge hereof.

5. Reconveyance and Partial Release of Collateral. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." When the Mortgaged Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all future Rents, issues and profits of the Mortgaged Property to the person or persons legally entitled thereto.

Lender agrees to release developed lots from the lien of this Deed of Trust upon the following conditions: (i) receipt by Lender of Twenty-Six Thousand Dollars (\$26,000.00) per lot to be released; (ii) receipt by Lender of such additional funds, if any, necessary to keep the loan in balance and in compliance with the terms of the Construction Loan Agreement after such release; (iii) the purchase price and sale terms of the Lot must be commercially reasonable; (iv) after the sale, release of the lot from the lien of this deed of trust and payment of the release price Lender's loan-to-value shall not be diminished, as calculated by Lender as its sole discretion; (v) no event of default shall have occurred with respect to the indebtedness or any obligation secured by the Deed of Trust; (vi) payment by Borrower to Lender of an administrative fee of twenty-five (\$25.00) for each Deed of Partial Reconveyance issued by Lender.

6. Compensation And Indemnification Of Trustee. Trustee shall be entitled to reasonable compensation for all services rendered or expenses incurred in the administration or execution of the trusts hereby created, and Trustor hereby agrees to pay same, subject to all legal limitations. Trustee and Beneficiary shall be indemnified and held harmless by Trustor for any liability, damage or expense, including attorneys' fees, Beneficiary's costs and amounts paid in settlement, which they or either of them may incur or sustain in the execution of this trust or in the doing of any act which they, or either of them, are required or permitted to do by the terms hereof or by law, and they shall be reimbursed therefor in accordance with the provisions herein.

7. Statute of Limitations. The pleading of any statute of limitations as a defense to any obligation secured by this Deed of Trust is hereby waived to the fullest extent permitted by law.
8. Substitution of Trustee. Beneficiary may substitute the Trustee hereunder from time to time by an instrument in writing in any manner now or hereafter provided by law. Such writing, upon recordation, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall thereupon and without conveyance from the predecessor Trustee, succeed to all its title, estate, rights, powers and duties.
9. Definitions. The term "Beneficiary" means the original Beneficiary hereunder, or any future owner and holder, including pledgees, of the Note. This Deed of Trust in all its parts applies to and binds the successors and assigns of Trustor. The provisions hereof shall apply according to the context thereof and without regard to the number or gender of words or expressions used.
10. Intentionally omitted.
11. Amendment. No alternation or amendment of this Deed of Trust, the Note or the Loan Documents shall be effective unless in writing and signed by the parties sought to be charged or bound thereby.
12. Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Nebraska.
13. Notices.
 - a. Trustor hereby requests that a copy of any notice of default and every notice of sale hereunder be mailed to it as provided by law at the address set forth above. Trustor may, from time to time, change the address to which notice of default and sale hereunder shall be sent by recording a request therefor, sending a copy of such request to Beneficiary and otherwise complying with the laws of the State of Nebraska. Except as otherwise required by statute, every notice, demand or request to Trustor shall be deemed to have been given upon deposit of such written notice, demand or request in the United States Mail, registered or certified, addressed to Trustor at the address set forth above.
 - b. Beneficiary may change its address for notices set forth above by sending a written notice thereof to Trustor and otherwise complying with the laws of the State of Nebraska.

14. Representations, Warranties and Covenants of Trustor. Trustor and each signatory who signs on its behalf hereby jointly and severally represents and warrants as follows:

- a. That Trustor is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Nebraska, and with power to (i) incur the Secured Indebtedness evidenced by the Note; (ii) grant this Deed of Trust; and (iii) enter into the other Loan Documents and all other instruments executed and delivered to Beneficiary concurrently herewith;
- b. That this Deed of Trust, the Note, the other Loan Documents and all other instruments executed and delivered to Beneficiary concurrently herewith were executed in accordance with the requirements of law and in accordance with any requirements of Trustor's Articles of Organization and Operating Agreement, and any amendments thereto;
- c. That the execution by Trustor of this Deed of Trust, the Note, the other Loan Documents, and all other instruments executed and delivered to Beneficiary concurrently herewith, and the full and complete performance by Trustor of the provisions thereof, is authorized by Trustor's operating agreement and by appropriate resolution of Trustor's board of governors and will not result in any breach of, or constitute a default under, or result in the creation of any lien, charge or encumbrance (other than those contained herein or in any instrument delivered to Beneficiary concurrently herewith) upon any property or assets of Trustor under either the articles of organization or operating agreement of Trustor or any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Trustor is a party or by which Trustor is bound;
- d. That save and except for taxes and assessments which are to be paid by Trustor as specified herein, Trustor will not create or suffer to permit to be created, subsequent to the date of the execution and delivery of this Deed of Trust, any lien or encumbrance upon the Mortgaged Property which shall be or may become superior hereto;
- e. That as of the date of execution of this Deed of Trust it is the legal owner of the Mortgaged Property;
- f. That no portion of the proceeds of the loan in part evidenced by the Note shall be used by Trustor for the purpose of purchasing,

acquiring or owning registered equity securities as defined in Regulation G of the United States Federal Reserve Board or for the purpose of refinancing, releasing or retiring any Secured Indebtedness originally incurred for such purpose.

- g. That Trustor is duly authorized to do business in the State of Nebraska.
- h. That the Trustor covenants and agrees to fully and promptly pay the principal and all interest payable under the Note when and as the same becomes due, whether at the stated maturity thereof, or by acceleration, call for redemption, or otherwise, and to fully and promptly perform all other covenants and agreements required to be performed by the Trustor under the Note and the Loan Documents.
- i. That Trustor shall pay or shall cause to be paid when due all utility charges which are incurred by Trustor for the benefit of the Mortgaged Property or which may become a charge or lien against the Mortgaged Property for gas, electricity, water or sewer services furnished to the Mortgaged Property and all other assessments or charges of a similar nature, whether public or private, affecting or related to the Mortgaged Property or any portion thereof.

15. Due on Sale or Encumbrance. In the event that without first obtaining the written consent of the Beneficiary there shall be any (i) transfer, sale, mortgage or conveyance of all or any part of the interest of the Trustor in the Mortgaged Property or any part thereof, whether voluntarily or by operation of law, or (ii) transfer, sale, conveyance, or pledge of stock of the sole shareholder of the Trustor, or (iii) mortgage, pledge, encumbrance or lien to be outstanding against the Mortgaged Property, or any portion thereof, or any security interest to exist therein, except as created by this Deed of Trust and the other documents which secure the Note, and except Permitted Encumbrances, the entire amount secured hereby shall become immediately due and payable without notice at the option of the Beneficiary and failure to exercise such option shall not constitute a waiver of the right to exercise the same in the event of any subsequent transfer, sale or conveyance. It is understood that a consent by the Beneficiary to any such transfer, conveyance or mortgage shall not be deemed a waiver of the right to require such consent to any subsequent transfer, mortgage or conveyance and that the provisions of this paragraph shall be binding upon any and all successive holders of the interest of the Trustor in the Mortgaged Property or any part thereof.

NOTICE - THE SECURED INDEBTEDNESS IS SUBJECT TO ACCELERATION IN THE EVENT OF A TRANSFER WHICH IS PROHIBITED UNDER THIS SECTION B15.

No transfer, conveyance, lease, sale or other disposition shall relieve Trustor from personal liability for its obligations hereunder or under the Note, whether or not the transferee assumes this Deed of Trust. The Beneficiary may, without notice to the Trustor, deal with any successor owner of all or any portion of the Mortgaged Property in the same manner as with the Trustor, without in any way discharging the liability of the Trustor hereunder or under the Note.

16. Environmental/Hazardous Materials.

a. Any terms used in this Section which are defined in local, state or federal statutes, codes, ordinances, rules and/or regulations promulgated in relation thereto shall have the meaning assigned to such terms in such statutes, codes, ordinances, rules and regulations.

b. The Trustor hereby represents that:

i. To the best of the Trustor's knowledge, after due inquiry and investigation, the Mortgaged Property has never been used by previous owners or occupants or by the Trustor to generate, manufacture, refine, transport, treat, store, handle or dispose of any toxic material, hazardous substances or hazardous waste, including any solid, liquid, gaseous, or thermal contaminant such as smoke, fumes, acids or wastes, except as disclosed in Environmental Reports, and the Trustor will not use the Mortgaged Property for such purposes;

ii. To the best of the Trustor's knowledge, after due inquiry and investigation except as disclosed on Exhibit C attached hereto, the Mortgaged Property has never contained any underground or above-ground storage tanks or any asbestos, asbestos-containing materials, polychlorinated biphenyls (PCBs) (in the form of electrical transformers, cooling oils, or other form), radioactive materials, explosives, petroleum products or other toxic materials, hazardous substances or hazardous wastes, and the Trustor shall not permit such materials, substances or wastes to be present on the Mortgaged Property;

iii. The Trustor has not received a summons, citation, directive, letter or other communication, written or oral, from any local or state agency or agency of the U.S. Government concerning the Mortgaged Property or any intentional or unintentional action or omission on the Trustor's part, with respect to toxic materials, hazardous substances or hazardous wastes upon or affecting the Mortgaged Property or in waters or lands in or outside of the State of Nebraska;

iv. The Trustor shall not cause or permit to exist, as a result of an intentional or unintentional act or omission on its part, a release, spill, leakage, pumping, emission, pouring, emptying or dumping of a toxic material, hazardous substance or hazardous waste into waters or onto lands within or without the State of Nebraska, unless said release, spill, leak, etc. is pursuant to and in compliance with the conditions of a permit issued by appropriate federal or state governmental authorities.

Should any representation or warranty contained herein prove to be false or should the Trustor fail to comply with the affirmative covenants contained in this Section B.16, any such false representation or warranty or any such failure to comply shall constitute an event of default hereunder and shall entitle the Beneficiary to exercise all remedies available to it hereunder.

v. The Trustor is aware that the Beneficiary is relying on the representations contained in this Section B.16 in making the loan secured by this Deed of Trust, and the Trustor hereby agrees to indemnify, defend and hold the Beneficiary harmless against any loss, cost, claims, demands, judgments, damages, causes of action, penalties and expenses incurred by the Beneficiary, whether during the term hereof or at anytime thereafter, including, but not limited to, reasonable attorneys' fees, arising out of or in any way connected with the actual, alleged or threatened discharge, dispersal, release, storage, treatment, generation, disposal or escape of pollutants or other toxic material or hazardous substances or hazardous waste on or from the Mortgaged Property, or the use, specification or inclusion of any product containing such substances, or the performance of (or failure to perform) the abatement of any source of pollution, or the replacement or removal of any soil, water, surface water or groundwater containing such substances and any action taken by Beneficiary to enter and inspect the Mortgaged Property, and any actions taken by Beneficiary to appoint a receiver. The Trustor, its successors and assigns, shall bear, pay and discharge when the same become due and payable, all such judgments, awards or claims for damages, penalties or otherwise against the Beneficiary, and shall hold the Beneficiary harmless therefrom, and shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations with any and all persons, political subdivisions or government agencies arising out of any of the occurrences set forth in Section B.16. The indemnification set forth in this Section shall survive any termination, satisfaction or release of this Deed of Trust; provided, however, that said indemnification shall apply only when the event(s) giving rise to such indemnification obligations occurred prior to such

termination, satisfaction or release, and provided, further, that said indemnification shall not apply when the event(s) giving rise to such indemnification obligations were caused solely by the Beneficiary's negligence or intentional acts.

C. DEFAULT PROVISIONS.

1. Events Of Default. Any of the following shall constitute a default hereunder:
 - a. Failure by the Trustor to pay, as and when due and payable, any installments of principal or interest due under the Note whether upon demand, maturity, by acceleration or otherwise or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by the Trustor hereunder or under any other instrument securing the Note, and such failure shall continue for ten (10) days beyond the date on which such payment is due; or
 - b. Failure by the Trustor or Owner to duly keep, perform and observe any other covenant, condition or agreement in this Deed of Trust, the Loan Agreement, any other instrument securing the Note or any other instrument collateral to the Note or executed in connection with the sums secured hereby and such failure shall be continuing and uncured for thirty (30) days after notice in writing shall have been delivered to the Trustor, unless such default cannot be cured within such thirty (30) day period with diligent efforts and the Trustor has been diligently pursuing a cure thereof; or
 - c. A trustee or receiver is appointed for the Mortgaged Property or any portion thereof, for Trustor, for any Guarantor, or for any portion of any of Trustor's or any Guarantor's assets, or an involuntary petition in bankruptcy or insolvency is filed against Trustor or any Guarantor, and is not discharged within sixty (60) days after such appointment or filing;
 - d. An order, judgment, or decree shall be entered, without the application, approval or consent of the Trustor, by any court or governmental agency of competent jurisdiction, approving a petition seeking reorganization of the Trustor or Owner or any Guarantor or appointing a receiver, trustee, liquidator, intervenor or the like of the Trustor or any Guarantor, or of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days; or

- e. Any Guarantor defaults under the terms of any Guaranty, or takes any action to revoke or terminate any Guaranty or any liability or security in favor of Beneficiary under any Guaranty; or
- f. There shall be an Event of Default (as defined therein) under the Loan Agreement or any other instrument securing the Note; or
- g. There shall be any unrepaired damage to or destruction of the Mortgaged Property or any part thereof unless provision for repair or restoration of the same shall have been made to the Beneficiary's satisfaction, or any portion of the Mortgaged Property which materially affects the value of the security shall have been taken by condemnation or eminent domain or be subject to pending proceedings thereof;

Upon the occurrence of an Event of Default, the Beneficiary may at its option (unless all Events of Default shall theretofore have been remedied and all costs and expenses in connection with such remedies shall have been paid by the Trustor) declare the principal of and the accrued interest on the Note, and including all sums advanced hereunder with interest, to be forthwith due and payable, and thereupon the Note, including both principal and all interest accrued thereon, and including all sums advanced hereunder and secured hereby and interest thereon, shall be and become immediately due and payable without presentment, demand or further notice of any kind, all of which are hereby waived. Furthermore, if any Event of Default shall have occurred and be continuing, the Beneficiary may at its option withhold further advances or advance such further sums under the Loan Agreement as the Beneficiary may in its discretion deem appropriate. Time is of the essence hereof.

2. Remedies Upon Default. In the event of a default hereunder, the interest rate on the indebtedness evidenced by the Note shall be increased to the Default Rate as defined in and on such terms as are provided for in the Note. At any time after default hereunder, Beneficiary may (if it has not already done so pursuant hereto or to the Note), at its option, and without further notice or demand, declare all Secured Indebtedness immediately due and payable and irrespective of whether Beneficiary exercises such option, it may, at its option and in its sole discretion, without any further notice or demand to or upon Trustor, do one or more of the following:

- a. Beneficiary may, either in person or by its agent, with or without bringing any action or proceeding or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon, take possession of, manage and operate the Mortgaged Property, or any part thereof, make repairs and alterations, and do any acts which Beneficiary deems proper to protect the security hereof, including but not limited to those granted Beneficiary pursuant to the other Loan Documents; and either with or without taking possession, in its own name, sue for or otherwise collect and

receive Rents, issues, and profits, including those past due and unpaid, and Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, coupled with an interest, with full power of substitution for such purposes, and Beneficiary may apply the same less costs and expenses of operation and collection, including reasonable attorneys' fees and Beneficiary's costs, upon any Secured Indebtedness, and in such order as Beneficiary may determine. Upon request of Beneficiary, Trustor shall assemble and make available to Beneficiary at the Premises any of the Mortgaged Property which has been removed therefrom. The entering upon and taking possession of the Mortgaged Property, the collection of any Rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default theretofore or thereafter occurring, or affect any notice of default hereunder or invalidate any act done pursuant to any such notice and shall not constitute a waiver of any other remedies of Beneficiary under the Loan Documents. Notwithstanding Beneficiary's continuance in possession or receipt and application of Rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law upon or after the occurrence of a default, including the right to exercise the power of sale. Any of the actions referred to in this paragraph may be taken by Beneficiary at such time as Beneficiary is so entitled, without regard to the adequacy of any security for the Secured Indebtedness.

- b. Beneficiary shall, without regard to the adequacy of any security for the Secured Indebtedness, be entitled as a matter of right to the appointment of a receiver by any court having jurisdiction, without notice, to take immediate possession of and protect the Mortgaged Property, and operate the same and collect the Rents, issues and profits therefrom.
- c. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust as a mortgage and sell the Mortgaged Property pursuant to the judgment or decree of a court of competent jurisdiction or to enforce any of the covenants hereof.
- d. Beneficiary may elect to cause the Mortgaged Property, or any part thereof, to be sold as follows:
 - i. Beneficiary may proceed as if all of the Mortgaged Property were real property, or Beneficiary may elect to treat any of the Mortgaged Property which consists of a right in action or which is property that can be severed

from the Premises without causing structural damage thereto as if the same were Personal Property, and dispose of the same separate and apart from the sale of real property, the remainder of the Mortgaged Property being treated as real property.

ii. Beneficiary may cause any such sale or other disposition to be conducted immediately following the expiration of any grace period, if any, herein provided (or immediately upon the expiration of any redemption period required by law), or Beneficiary may delay any such sale or other disposition for such period of time as Beneficiary deems to be in its best interest. Should Beneficiary desire that more than one such sale or other disposition be conducted, Beneficiary may, at its option, cause the same to be conducted simultaneously, or successively on the same day, or at such different days or times and in such order as Beneficiary may deem to be in its best interest.

iii. Should Beneficiary elect to cause any of the Mortgaged Property to be disposed of as Personal Property, it may dispose of any part thereof in any manner now or hereafter permitted by Article 9 of the Nebraska Uniform Commercial Code or in accordance with any other remedy provided by law. Trustor, Beneficiary and Trustee shall each be eligible to purchase any part or all of such property at any such disposition. Any such disposition may be either public or private as Beneficiary may so elect, subject to the provisions of the Nebraska Uniform Commercial Code. Beneficiary shall give Trustor at least ten (10) days prior written notice of the time and place of any public sale or other disposition of such property or of the time at or after which any private sale or any other intended disposition is made, and if such notice is sent to Trustor as provided in Section B.13 hereof, it shall constitute reasonable notice to Trustor.

iv. Should Beneficiary elect to sell the Mortgaged Property which is real property or which Beneficiary has elected to treat as real property, upon such election Beneficiary shall deliver to Trustee a written declaration of default and demand for sale and a written notice of default and election to cause Trustor's interest in the Mortgaged Property to be sold, and, upon receipt of such notice from Beneficiary, (A) Trustee shall cause to be recorded, published and delivered to Trustor and Owner and such other persons and entities as

shall be entitled thereto, such Notice of Default and Election to Sell as then required by law and by this Deed of Trust, (B) Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Mortgaged Property at the time and place of sale fixed by it in said Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale, and (C) Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers. Trustee may postpone sale of all or any portion of the Mortgaged Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

v. In the event of a sale or other disposition of any such property, or any part thereof, and the execution of a deed or other conveyance pursuant thereto, the recitals therein of facts, such as a default, the giving of notice of default and notice of sale, terms of sale, sale, purchaser, payment of purchase money and any other fact affecting the regularity or validity of such sale or disposition, shall be conclusive proof of the truth of such facts; and any such deed or conveyance shall be conclusive against all persons as to such facts recited therein.

vi. Beneficiary and/or Trustee shall apply the proceeds of any sale or disposition hereunder to payment of the following: (1) the expenses of such sale or disposition, together with Trustee's fees, reasonable attorneys' fees, Beneficiary's costs, and the actual cost of publishing, recording, mailing and posting notice; (2) the cost of any search or other evidence of title procured in connection therewith; (3) the

payment of the Note secured by this Deed of Trust, the other Loan Documents and all other sums due Beneficiary from Trustor; (4) all other sums secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto in the order of their priority.

vii. Trustor and Owner hereby request that a copy of any notice of default and that any notice of sale be mailed to the addresses set forth in the introductory paragraph of this Deed of Trust.

viii. Upon foreclosure of the lien of this Deed of Trust (whether by judicial action or by exercise of the power of sale therein), or delivery of a deed in lieu of foreclosure, all right, title and interest of Trustor in, to and under the leases, if any, shall thereupon vest and become the absolute property of the purchaser of the Mortgaged Property in such foreclosure proceeding, or the grantee in such deed, without any further act or assignment by Trustor. Nevertheless, Trustor shall execute, acknowledge and deliver from time to time such further instruments and assurances as Beneficiary may require in connection therewith and hereby irrevocably appoints Beneficiary as its true and lawful attorney-in-fact, coupled with an interest, with full power of substitution, in its name and stead to execute all appropriate instruments of transfer or assignment, or any instrument of further assurance, as Beneficiary may deem necessary, and Beneficiary may substitute one or more persons with like power, Trustor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof.

e. To the extent permitted by law, Trustor shall be and remain liable for any deficiency remaining after sale, either pursuant to the power of sale or judicial proceedings. After default or breach, Trustor shall pay Beneficiary's attorneys' fees, Beneficiary's costs, Trustee's attorneys' fees, Trustee's fees and its cost and expenses incurred as a result of said default or breach, and if suit is brought, all costs of suit, all of which sums shall be secured by this Deed of Trust. As used herein, "costs of suit" shall include but not be limited to costs of tests and analyses, architectural, engineering and other professional fees and costs, expert witness fees and costs, travel and accommodation expenses, deposition and trial transcript expenses and costs of court. Trustor's statutory rights of reinstatement, if any, are expressly conditioned upon Trustor's

payment of all sums required under the applicable statute and performance of all required acts.

3. Foreclosure Procedure. Trustor and Owner hereby expressly waive any right which they may have to direct the order in which any of the Mortgaged Property shall be sold in the event of any sale or sales pursuant hereto.
4. Foreclosure Purchase. Upon any sale of the Mortgaged Property, or any part thereof, whether made under a power of sale herein granted or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all or any portion of the Secured Indebtedness then secured hereby for or in settlement or payment of all or any portion of the purchase price of the property purchased. To the extent permitted by law, Trustor and Owner hereby waive any right of redemption.
5. Remedies. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this instrument to Trustee or Beneficiary, or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by Trustee or Beneficiary, and either of them may pursue inconsistent remedies. The unenforceability of any provision in this Deed of Trust shall not affect the enforceability of any other provision herein. If there exists additional security for the performance of the obligations secured hereby, the holder of the Note, at its sole option, and without limiting or affecting any rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder either concurrently with whatever other rights it may have in connection with such other security or in such order as it may determine. At Beneficiary's option, Trustee shall be authorized to take the steps and exercise the rights and remedies explicitly reserved to Beneficiary herein.
6. Waiver of Defenses.
 - a. Trustor waives any requirements of presentment, demands for payment, notices of nonpayment or late payment, protest, notices of protest, notices of dishonor, and all other formalities. Trustor waives all rights or privileges it might otherwise have to require Trustee or Beneficiary to proceed against or exhaust the assets encumbered hereby or by any other security document or instrument securing the Note or to proceed against any guarantor

of such Secured Indebtedness, or to pursue any other remedy available to Beneficiary in any particular manner or order under the legal or equitable doctrine or principle of marshaling or suretyship, and further agrees that Trustee or Beneficiary may proceed against any or all of the assets encumbered hereby, or by any other security document or instrument securing the Note, in the event of default in such order and manner as Beneficiary, in its sole discretion, may determine.

b. Any Trustor that has signed this Deed of Trust as a surety or accommodation party, or that has subjected its property to this Deed of Trust to secure the indebtedness of another (a "Nonborrower Trustor"), hereby expressly agrees as follows:

i. Nonborrower Trustor hereby authorizes Beneficiary to perform any of the following acts at any time and from time to time, all without notice to Nonborrower Trustor and without affecting Beneficiary's rights or Nonborrower Trustor's obligations under this Deed of Trust: (i) alter any terms of the Loan Documents or any part thereof, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the Loan Document or any part of it, (ii) take and hold security for the Note and the other Loan Documents, accept additional or substituted security for the Note and the other Loan Documents, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such security, (iii) apply any security now or later held for the Note or the other Loan Documents in any order that Beneficiary in its sole discretion may choose, and direct the order and manner of any sale of all or any part of it and bid at any such sale, (iv) release Trustor of its liability for the Note, any Loan Document or any part thereof, and (v) substitute, add or release any one or more guarantors or endorsers of the Note or any other Loan Document.

ii. Each Nonborrower Trustor hereby waives: (i) any right it may have to require Beneficiary to proceed against Trustor, or proceed against or exhaust any security held from Trustor, or pursue any other remedy in Beneficiary's power to pursue, (ii) any defense based on any legal disability of Trustor, any discharge or limitation of the liability of Trustor to Beneficiary, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor relief proceeding, or

from any other cause, or any claim that Nonborrower Trustor's obligations exceed or are more burdensome than those of Trustor, (iii) all presentments, demands for performance, notices of nonperformance, protests, notice of protest, notices of dishonor, notices of acceptance of this Deed of Trust and of the existence, creation or incurring of new or additional indebtedness of Trustor, and demands and notices of every kind, (iv) any defense based on or arising out of any defense that Trustor may have to the payment or performance of the Secured Indebtedness or any part thereof, and (v) all rights or subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that the Beneficiary may have against Trustor, and all rights to participate in any security now or later held by Beneficiary for the Note or the other Loan Documents. Nonborrower Trustor understands that if Beneficiary forecloses by trustee's sale on any other deed of trust (other than this Deed of Trust) securing the Secured Indebtedness, Nonborrower Trustor would then have a defense preventing Beneficiary from thereafter enforcing Beneficiary's rights and remedies against the Mortgaged Property. This defense arises because the Trustee's sale under such other deed of trust would eliminate Nonborrower Trustor's right of subrogation, and therefore Nonborrower Trustor would be unable to obtain reimbursement from Trustor. Nonborrower Trustor specifically waives this defense and all rights and defenses that Nonborrower Trustor may have because the Secured Indebtedness are secured by real property. This means, among other things: (i) Beneficiary may exercise any rights or remedies which Beneficiary has or may have against the Mortgaged Property without first foreclosing on any real or personal property collateral pledged by Trustor; and (ii) if Beneficiary forecloses on any real property collateral pledged by Trustor: (a) the amount of the Secured Indebtedness may be reduced only by the price for which the collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; and (b) Beneficiary may exercise its rights and remedies against the Mortgaged Property even if Beneficiary, by foreclosing on any real property collateral pledged by Trustor, has destroyed any right Nonborrower Trustor may have to collect from Trustor. This is an unconditional and

irrevocable waiver of any rights and defenses Nonborrower Trustor may have because the Secured Indebtedness are secured by real property.

iii. Nonborrower Trustor assumes full responsibility for keeping informed of Trustor's financial condition and business operations and all other circumstances affecting Trustor's ability to pay and perform its obligations to Beneficiary, and agrees that Beneficiary shall have no duty to disclose to Nonborrower Trustor any information which Beneficiary may receive about Trustor's financial condition, business operations or any other circumstance bearing on Trustor's ability to perform.

iv. For purposes of this Section C6, all references to the Loan Documents shall also include any instrument or agreement executed by Trustor currently with or subsequent to the date of this Deed of Trust which is secured by this Deed of Trust in accordance with the terms hereof.

7. Offsets. No offset or claim that Trustor now or may in the future have against Beneficiary shall relieve Trustor from paying installments or performing any other obligation herein or secured hereby.

8. Further Assurances. Trustor will, upon request of Beneficiary, promptly correct any errors which may be discovered in the contents of this Deed of Trust or in the execution or acknowledgment hereof, and will execute, acknowledge and deliver such further instruments and do such further acts as may be necessary or as may be reasonably requested by the Beneficiary to carry out more effectively the purposes of this Deed of Trust, to subject to the lien and security interest hereby created any of Trustor's properties, rights or interest covered or intended to be covered hereby, and to perfect and maintain such lien and security interest. Upon any failure by the Trustor to do so, the Beneficiary may make, execute, record, file, re-record or refile any and all such deeds of trust, financing statements, continuation statements, instruments, certificates and documents for and in the name of the Trustor, and the Trustor hereby irrevocably appoints the Beneficiary the agent and attorney -in-fact of the Trustor to do so. The Trustor further agrees to pay to the Beneficiary, upon demand, all costs and expenses incurred by the Beneficiary in connection with the preparation, execution, recording, filing and refiling of any such documents including charges for examining title and attorneys' fees for rendering an opinion as to the priority of this Deed of Trust or other security instrument as a valid, first and subsisting lien. However, neither a request so made by the Beneficiary nor the failure of the Beneficiary to make such a request shall be construed as a release of any of the Mortgaged Property, or any part thereof, from the lien of this Deed of Trust, it being understood and agreed

that this covenant and any deed of trust or security instrument delivered to the Beneficiary are cumulative and given as additional security.

9. Severability. Should any term, provision, covenant or condition of this Deed of Trust be held to be void or invalid, the same shall not affect any other term, provision, covenant or condition of this Deed of Trust, but the remainder hereof shall be effective as though such term, provision, covenant or condition had not been contained herein. Should this instrument be or become ineffective as a Deed of Trust, then these presents shall be construed and enforced as a realty mortgage, with Trustor being the mortgagor and Beneficiary being the mortgagee.
10. Interest Rate. Notwithstanding any provisions herein, or in the Note secured hereby, or in the other Loan Documents or any other agreement between Trustor and Beneficiary, the total liability of Trustor for payments in the nature of interest shall not exceed the limits imposed by the usury laws of the State of Nebraska.
11. Additional Rights and Remedies. In the event Trustor fails or refuses to surrender possession of the Mortgaged Property after any Trustee's sale, Trustor shall be deemed a tenant at sufferance, subject to eviction by means of forcible entry and detainer proceedings, provided that this remedy is not exclusive or in derogation of any other right or remedy available to Beneficiary.
12. Power of Sale. Trustor recognizes that notwithstanding those provisions of this Deed of Trust relating to foreclosure of the Premises pursuant to the power of sale, the Constitution of the United States and of the State of Nebraska may entitle Trustor to a hearing in a court of competent jurisdiction before the Premises may be sold by Trustee under the power of sale. Trustor hereby reaffirms the provisions of this Deed of Trust authorizing the sale of the Premises pursuant to the power of sale without a prior hearing and hereby specifically and knowingly waives any right Trustor may have to a hearing before the Premises or any part thereof may be sold under the power of sale.
13. Impounds. At any time after a default by Trustor hereunder, or upon the request of Beneficiary, and subject to the terms of any leases between Trustor and tenants of space in the Mortgaged Property consented to by Beneficiary, Trustor shall deposit with Beneficiary or Beneficiary's designee initially a deposit to pay the costs of taxes, assessments and insurance premiums next due, and thereafter on each installment payment date as set forth in the Note secured hereby one-twelfth (1/12) of the amount of real estate taxes and any assessments assessed or to be assessed against the Mortgaged Property for the then current year, as estimated by Beneficiary, together with one-twelfth (1/12) of the total of all insurance

premiums required to be paid for the then current year as estimated by Beneficiary. In the event Beneficiary, in its sole and absolute discretion, at any time determines that the amounts deposited for payment of real estate taxes, assessments and insurance premiums will be insufficient to pay such taxes, assessments and/or premiums, Trustor shall, within fifteen (15) days after written notice from Beneficiary, deposit the difference between the amounts previously deposited and the amount Beneficiary determines will be necessary to pay such taxes, assessments and/or premiums. Such moneys shall at proper times be progressively returned to Trustor for use in the actual payment of such taxes, assessments and insurance premiums or, at the sole election of Beneficiary, Beneficiary may disburse such moneys in actual payment of taxes, assessments and premiums, but nothing in this paragraph shall release Trustor of its obligations to pay such taxes and assessments as the same become due and payable under the provisions hereof, and to maintain in force all insurance policies as required hereby. All impounds required under this paragraph shall be deposited in a non-interest bearing account of Beneficiary, to be withdrawn by Beneficiary at such times and in such amounts as shall be deemed appropriate by Beneficiary. All amounts deposited under this paragraph C.13 are hereby assigned to Beneficiary as additional security for the Secured Indebtedness, and, so long as any event of default as set forth herein or a default in the payment of any money or the performance of any covenant or obligation herein contained or secured hereby exists, then any deposits made by Trustor under this paragraph may, at the option of Beneficiary, be applied to the payment of principal or interest upon the Secured Indebtedness, in lieu of being applied for any of the purposes of this paragraph previously stated.

14. Separation of Real Estate Tax Parcels. For the purpose of securing separate taxation and assessment on account of those taxes, assessments and other charges mentioned in paragraph A.1 hereof, Trustor shall, if not already accomplished, obtain a separation of the Mortgaged Property from all other adjacent lands, and the same shall be promptly accomplished and evidenced in the appropriate public records. In any event, if such separation is not accomplished and evidenced on the completed assessment roll of the Douglas County Assessor for the year 2004 then Beneficiary may at its option, with or without notice declare all sums secured by this Deed of Trust to be immediately due and payable and avail itself of any and all remedies provided for herein in the event of default.

15. Time Of The Essence. Time of each payment and performance of each of Trustor's obligations pursuant to the Note, this Deed of Trust, the Loan Documents and each other instrument or obligation of Trustor as secured hereby is specifically declared to be of the essence. All covenants and agreements of Trustor contained herein or in any other Loan Document

shall continue in full force and effect from and after the date hereof until indefeasible payment in full of the Secured Indebtedness.

16. Right to Cure Defaults. If the Trustor shall fail to comply with any of the terms, covenants and conditions herein with respect to the procuring of insurance, the payment of taxes, assessments and other charges, the keeping of the Mortgaged Property in repair, or any other term, covenant or condition herein contained, the Beneficiary may (but shall be under no obligation to) perform the same and/or make advances to perform the same without notice to or demand upon the Trustor and without waiving or releasing any obligation or default and, where necessary, enter the Mortgaged Property for the purpose of performing any such term, covenant or condition without liability to the Trustor for any loss or damage caused by such entry. The Trustor agrees to repay all sums so advanced upon demand, with interest from the dates such advances are made, at the Default Rate under the Note, and all sums so advanced, with interest, shall be secured hereby, but no such advance shall be deemed to relieve the Trustor from any default hereunder.

17. Intentionally omitted.

18. Indemnification; No Abatement. The Trustor will protect, indemnify, defend and save harmless the Beneficiary from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and expenses, which may be imposed upon or incurred by or asserted against the Beneficiary by reason of any accident, injury to or death of any person or loss of or damage to any property occurring on or about the Mortgaged Property or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, during the term of this Deed of Trust; any use, nonuse or condition of the Mortgaged Property or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, during the term of this Deed of Trust; any failure on the part of the Trustor to perform or comply with any of the terms of this Deed of Trust; or performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property at the instance or request of the Trustor. Any amounts payable to the Beneficiary under this Section which are not paid within 10 days after written demand therefor by the Beneficiary shall bear interest at the Default Rate provided in the Note, which shall in no event exceed the maximum rate allowed by law from the date of such demand. In case any action, suit or proceeding is brought against the Beneficiary by reason of any such occurrence, the Trustor, upon the Beneficiary's request, will at the Trustor's expense resist and defend such action, suit or proceeding or cause the same to be resisted and defended, either by counsel designated by the Trustor and approved by the Beneficiary, or, where such occurrence is covered by liability insurance, by counsel

designated by the insurer. The obligations of the Trustor under this Section shall survive any termination, satisfaction or release of this Deed of Trust. All sums payable by Trustor pursuant to this Deed of Trust shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected by reason of (i) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Property or any part thereof; (ii) any restriction or prevention of or interference by any third party with any use of the Mortgaged Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Mortgaged Property or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (v) any claim which Trustor has or might have against Beneficiary; (vi) any default or failure on the part of Beneficiary to perform or comply with any of the terms hereof or of any other agreement with Trustor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Trustor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Trustor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Trustor. Notwithstanding the foregoing provisions, the Trustor shall not be obligated to indemnify Beneficiary for any loss arising out of Beneficiary's negligence or willful conduct, or for claims arising after the date on which the Beneficiary takes possession of the Mortgaged Property.

19. Reconveyance. Upon written request of the Beneficiary and surrender of the Loan Documents to the Trustee for cancellation or endorsement, and upon payment of its fees and charges, Trustee shall reconvey, without warranty, all or any part of the property then subject to this Security Instrument. Any reconveyance, whether full or partial, may be made in terms to "the person or persons legally entitled thereto," and the recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

20. Debtor-Creditor Relationship. Nothing contained herein or in any Loan Document shall be deemed to create or construed to create a partnership, joint venture or any relationship other than that of debtor-creditor. Trustor and Beneficiary expressly disclaim any intent to create a partnership or joint venture pursuant to this Deed of Trust, any other Loan Document, or any other document related hereto or thereto.

21. Subrogation. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or prior encumbrance against the Mortgaged Property, such proceeds have been or will be advanced by Beneficiary at Trustor's request and Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.
22. Nonforeign Entity. Section 1445 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Beneficiary that the withholding of tax will not be required in the event of the disposition of the Mortgaged Property pursuant to the terms of this Deed of Trust, Trustor hereby certifies, under penalty of perjury that:
- a. Trustor is not a foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue code and the regulations promulgated thereunder; and
 - b. Trustor's U.S. employer identification number is _____; and
 - c. Trustor's principal place of business is Manchester Park, LLC 9805 Giles Road, La Vista, Nebraska, 68128; and
 - d. Trustor is duly qualified to do business in Nebraska. It is understood that Beneficiary may disclose the contents of this certification to the Internal Revenue Service and the appropriate Nebraska tax authority and that any false statement contained herein could be punished by fine, imprisonment or both. Trustor covenants and agrees to execute such further certificates, which shall be signed under penalty of perjury, as Beneficiary shall reasonably require. The covenant set forth herein shall survive the foreclosure of the lien of this Deed of Trust or acceptance of a deed in lieu thereof.

C. PROVISIONS RELATING TO OWNER.

1. Joining Deed of Trust and Consideration. Booge fully joins in this Deed of Trust as co-Trustor in conveyance of this Deed of Trust to the Beneficiary, and acknowledges that the same is for good and valuable consideration, and Booge confirms the above and foregoing terms and provisions of this Deed of Trust.
2. Lender's Reliance. Booge further acknowledges that the Lender is relying upon the conveyance by Booge as set out in this Deed of Trust resulting in the Lender holding a first lien security interest in the Real Property in

making the loan to Borrower, and would not have done so without this conveyance.

3. Certain Rights of Lender. The Lender may, in the exercise of its sole and absolute discretion without providing notice to, or obtaining the consent of, Booge, and without in any way releasing, altering, or impairing any of Booge's obligations and liabilities under this Deed of Trust, from time to time:
 - a. Waive compliance with or any default occurring under, or grant any other indulgence with respect to, the Promissory Note or any of the other Loan Documents;
 - b. Modify or supplement any of the provisions of the Promissory Note or any of the other Loan Documents;
 - c. Grant any extension or renewal of or with respect to the Promissory Note, the Deed of Trust, or any of the other Loan Documents, and/or effect any release, compromise, or settlement in connection therewith;
 - d. Advance any sum if the Lender deems it necessary or advisable to perform any term or covenant, or satisfy any condition, set forth in the provisions of the Promissory Note or any of the other Loan Documents, if the Borrower is then in default in performing its obligations thereunder;
 - e. Assign or otherwise transfer the Promissory Note, the Deed of Trust and any or all of the other Loan Documents or any interest of the Lender therein;
 - f. Deal in all respects with the Borrower as if Booge had not joined in this Deed of Trust; and
 - g. Agree to the substitution, exchange, release or other disposition of any or all of the Real Property or any of the Loan Documents.
4. Further Agreements of Booge.
 - a. Booge's agreements under the provisions of this Deed of Trust: (a) shall not be conditioned or contingent upon the Lender's pursuit of any remedy that it has against the Borrower or any other person with respect to the Promissory Note, the Deed of Trust, or any of the other Loan Documents, pursuant to the provisions thereof or at law or in equity; and (b) shall be unconditional, irrevocable of the genuineness, validity, regularity, or enforceability of the Promissory Note, the Deed of Trust, or any of the other Loan Documents, or of the adequacy of any consideration or security

given therefor or in connection therewith, or of any other circumstance that might otherwise constitute a legal or equitable discharge of a surety or a guarantor under applicable law. Booge hereby waives any and all defenses at law or in equity that may be available to such Booge by virtue of any such circumstance.

- b. Without limiting the generality of the foregoing provisions of this Section 4, the Lender shall not be required: (a) to make any demand of the Borrower or any other person; or (b) otherwise to pursue or exhaust its remedies against the Borrower or any other person or against any or all of the Property (including any other property by which the Loan may hereafter in any manner be secured), before, simultaneously with, or after enforcing any of the Lender's rights and remedies under this Deed of Trust against Booge. Any one or more successive and/or concurrent actions may be brought hereon against Booge, either as part of any action brought against the Borrower, or in one or more separate actions, as often as the Lender deems advisable in the exercise of its sole and absolute discretion.

- c. Booge's liability under the provisions of this Deed of Trust shall continue after any assignment or transfer by the Borrower or the Lender of any of its rights under the Promissory Note or any of the other Loan Documents or in the Property.

5. Waivers.

- a. Booge hereby expressly waives (which waivers shall apply whether or not this Deed of Trust is construed to be in the nature of a guaranty):

1. Presentment and demand for payment of any of the said principal sum, any interest thereon, or any other sum payable under the provisions of the Loan Documents, and protest of any nonpayment thereof;
2. Notice of acceptance and of such presentment, demand and protest;
3. Notice of any default under this Deed of Trust or under the provisions of any of the Loan Documents, and of any indulgence with respect thereto;
4. Demand for observance or performance, and enforcement, of any of the terms or conditions of this Deed of Trust, and/or any of the other Loan Documents;

5. Any and all other notices and demands that may otherwise be required by law to be given or made; and
6. Any and all rights that such Booge may have to a trial by jury in any action brought on or with respect to this Deed of Trust.

6. Bankruptcy or Insolvency.

- a. Anything contained in any of the provisions of this Deed of Trust or any of the other Loan Documents to the contrary notwithstanding, the Lender may, in the exercise of its sole and absolute discretion, accelerate the debt evidenced and secured by the Loan Documents, if:

1. Booge: (a) applies for or consents to the appointment of a receiver, trustee, or liquidator of Booge or of all or a substantial part of his assets; (b) files a voluntary petition in bankruptcy, or admits in writing inability to pay his debts as they come due; (c) makes an assignment for the benefit of creditors; (d) files a petition or an answer seeking a reorganization or an arrangement with creditors or seeking to take advantage of any insolvency law; or (e) files an answer admitting the material allegations of a petition filed against Booge in any bankruptcy, reorganization, or insolvency proceeding; or
2. (a) An order, judgment or decree is entered by any court of competent jurisdiction adjudicating Booge a bankrupt or an insolvent, or approving a petition seeking such a reorganization, or appointing a receiver, trustee, or liquidator of Booge or of all or a substantial part of its assets, or (b) there otherwise commences, with respect to Booge or any of its assets, any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership, or like law or statute, and if in either case such order, judgment, decree or proceeding continues unstayed for a period of thirty (30) consecutive days.
- b. Nothing in the provisions of this Section shall be deemed in any way to alter or impair any right that the Lender may have under the provisions of the Promissory Note or any of the other Loan Documents to accelerate such debt on the occurrence of any default or other event provided therein and entitling the Lender to accelerate such debt, whether or not relating to Booge.

7. Certain Rights of Booge.

- a. If Booge advances, or at this time has advanced, any sum to the Borrower, or if the Borrower in any other manner is, or becomes,

indebted to Booge, such sum and debt shall be subordinate in all respects to any and all amounts now or hereafter due and owing to the Lender under the provisions of any of the Loan Documents.

- b. Anything contained in any provisions of this Deed of Trust, the other Loan Documents, or applicable law to the contrary notwithstanding, Booge shall not have any right of subrogation in or to any of the Lender's rights under the provisions of this Deed of Trust or the Promissory Note or any of the other Loan Documents unless and until any and all amounts now or hereafter owed to the Lender under the provisions of the Promissory Note and all of the other Loan Documents (including, by way of example rather than of limitation, the entire principal of the Loan and any and all interest accruing thereon, regardless of whether, at the time in question, any one or more installments thereof are not yet due and payable under the provisions of the Promissory Note) are paid in full.

8. Disclosure. Booge hereby represents and warrants to the Lender that: (a) Booge (i) has examined, or has had an opportunity to examine, the Promissory Note, the Deed of Trust, and each other Loan Document; and (ii) has full power, authority, and legal right to execute, acknowledge and deliver this Deed of Trust; and (b) this Deed of Trust constitutes Booge's binding legal obligation.

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EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 9, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SE1/4 OF SECTION 9; THENCE N87°34'16"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SE1/4 OF SECTION 9, SAID LINE ALSO BEING THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 9, A DISTANCE OF 2652.07 FEET TO THE NORTHEAST CORNER OF SAID SE1/4 OF SECTION 9; THENCE S02°57'17"E ALONG THE EAST LINE OF SAID SE1/4 OF SECTION 9, SAID LINE ALSO BEING THE WEST LINE OF THE SW1/4 OF SECTION 10, A DISTANCE OF 1452.75 FEET; THENCE S87°02'43"W, A DISTANCE OF 90.00 FEET; THENCE N46°50'54"W, A DISTANCE OF 88.46 FEET; THENCE S47°02'53"W, A DISTANCE OF 210.90 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 200.00 FEET, A DISTANCE OF 19.41 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N45°43'55"W, A DISTANCE OF 19.40 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET, A DISTANCE OF 49.27 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N41°27'17"W, A DISTANCE OF 49.15 FEET; THENCE S55°36'39"W, A DISTANCE OF 25.00 FEET; THENCE S88°12'41"W, A DISTANCE OF 201.92 FEET; THENCE N80°27'15"W, A DISTANCE OF 133.26 FEET; THENCE N69°22'10"W, A DISTANCE OF 148.31 FEET; THENCE N88°12'38"W, A DISTANCE OF 54.13 FEET; THENCE N42°07'56"W, A DISTANCE OF 140.35 FEET; THENCE S57°54'58"W, A DISTANCE OF 149.44 FEET; THENCE S87°20'41"W, A DISTANCE OF 525.41 FEET; THENCE N14°08'06"E, A DISTANCE OF 169.06 FEET; THENCE N75°11'03"W, A DISTANCE OF 6.61 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 200.00 FEET, A DISTANCE OF 150.78 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S83°53'55"W, A DISTANCE OF 147.24 FEET; THENCE S82°18'03"W, A DISTANCE OF 78.48 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 300.00 FEET, A DISTANCE OF 185.75 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S44°33'48"W, A DISTANCE OF 182.79 FEET; THENCE S26°49'34"W, A DISTANCE 26.36 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 300.00 FEET, A DISTANCE OF 17.78 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S25°07'40"W, A DISTANCE OF 17.78 FEET; THENCE N68°34'14"W, A DISTANCE OF 145.00 FEET; THENCE S23°25'46"W, A DISTANCE OF 25.26 FEET; THENCE S87°22'19"W, A DISTANCE OF 118.55 FEET; THENCE S17°37'30"W, A DISTANCE OF 43.92 FEET; THENCE N81°02'25"W, A DISTANCE OF 140.02 FEET; THENCE N08°57'35"E, A DISTANCE OF 105.09 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 200.00 FEET, A DISTANCE OF 40.54 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N03°09'08"E, A DISTANCE OF 40.48 FEET; THENCE N02°39'19"W, A DISTANCE OF 162.19 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET, A DISTANCE OF 26.69 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N04°59'25"E, A DISTANCE OF 26.61 FEET; THENCE N77°21'50"W, A DISTANCE OF 176.66 FEET; THENCE S69°40'20"W, A DISTANCE OF 81.96 FEET; THENCE S87°03'23"W, A DISTANCE OF 91.35 FEET TO A POINT ON THE WEST LINE OF SAID SE1/4 OF SECTION 9, SAID LINE ALSO BEING THE EAST LINE OF THE SW1/4 OF

SAID SECTION 9; THENCE N02°55'39"W ALONG SAID WEST LINE OF THE SE1/4 OF SECTION 9, SAID LINE ALSO BEING SAID EAST LINE OF THE SW1/4 OF SECTION 9, A DISTANCE OF 1009.91 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 3,509,850 SQUARE FEET OR 80.575 ACRES, MORE OR LESS.

SAID TRACT OF LAND CONTAINS AN AREA OF 47,941 SQUARE FEET OR 1.101 ACRES, MORE OR LESS OF 168TH STREET RIGHT-OF-WAY.

AND

All right title and interest in and to the equitable interest in the Mortgaged Property represented by the Purchase Agreement dated April 28, 2003.

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

TRUSTOR:

MANCHESTER PARK, L.L.C.:

By: Boyer-Young Development Co

By: BOYER YOUNG DEVELOPMENT COMPANY, MANAGING MEMBER OF MANCHESTER PARK, LLC:

By: Timothy W. Young
Timothy W. Young, President of Boyer Young Development Company

OWNER:

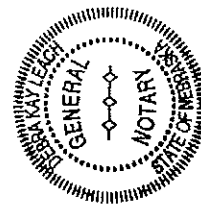
BOOGE PROPERTIES LIMITED PARTNERSHIP:

By: BOOGE ENTERPRISES, INC.:

By: Alan Booge
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12/20 day of July, 2003, by Timothy W. Young, President of Boyer Young Development Company for and on behalf of said Company as Managing Member of Manchester Park, LLC., for and on behalf of Manchester Park, L.L.C.



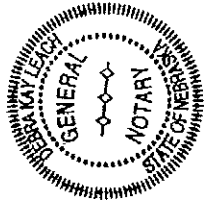
Deborah Kay Leach
Notary Public

[Signature page for Deed of Trust]

MY COMMISSION EXPIRES:
May 28, 2006

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11th day of July, 2003, by Alan Booge, as President of Booge Enterprises, Inc., for and on behalf of the corporation as sole general partner of Booge Properties Limited Partnership.



Alan Booge
Notary Public

[Signature page for Deed of Trust]

EXHIBIT B

Insurance Requirements

I. PROPERTY INSURANCE

A. During Construction

An ORIGINAL (or certified copy) Builder's All-Risk, Completed Value, Non-Reporting Form POLICY naming Trustor as an insured, reflecting coverage of 100% of the replacement cost, and written by a carrier approved by the Beneficiary with a current Best's Insurance Guide rating of at least A- IX (which is authorized to do business in the State of Nebraska) that includes:

1. Mortgage Clause (or equivalent) naming American National Bank as Beneficiary.
2. 30-day notice to Beneficiary in the event of cancellation, non-renewal or material change.
3. Replacement Cost Endorsement
4. Stipulated Value/Agreed Amount Endorsement
5. Betterments and Increased Cost Endorsement
6. Flood Insurance (if applicable)
7. Collapse and Earthquake Coverage
8. Vandalism and Malicious Mischief Coverage

II. LIABILITY INSURANCE

An ORIGINAL CERTIFICATE or other evidence (e.g. an ACORD 27 certificate) of General Comprehensive Public Liability Insurance naming Trustor as an insured, and written by a carrier approved by Beneficiary with a current Best's Insurance Guide Rating of at least A- IX (which is authorized to do business in the State of Nebraska) that includes:

1. \$3 million combined single limit coverage.
2. Additional Insured Endorsement naming American National Bank.

3. 30-day notice to Beneficiary in the event of cancellation, non-renewal or material change

III. WORKER'S COMPENSATION

An ORIGINAL CERTIFICATE of Worker's Compensation coverage in the statutory amount, naming Trustor as owner of the Project, written by a carrier approved by Beneficiary.

IV. OTHER

All insurance provided for in this Exhibit shall be effected under a valid and enforceable policy or policies of insurance in form and substance approved by Beneficiary, shall be issued by insurers of recognized responsibility, which are licensed to do business in the State of Nebraska, and which are acceptable to Beneficiary, and shall be satisfactory to Beneficiary in all other respects.

All hazard and casualty insurance policies maintained by Trustor pursuant to the foregoing provisions in this Exhibit shall provide that any losses payable thereunder shall (pursuant to a standard first lender clause in favor of, and acceptable to, Beneficiary, to be attached to each such policy) be payable to Beneficiary and assigns; include effective waivers by the insurer of all claims for insurance premiums against Beneficiary, provide that any losses shall be payable notwithstanding any act of negligence by Trustor or Beneficiary, any foreclosure or other proceedings or notice of sale relating to the Mortgaged Property, any waiver of subrogation rights by the insured, or any change in the title to or ownership of any of the Mortgaged Property, and be written in amounts sufficient to prevent Trustor from becoming a co-insurer under said policies. All liability insurance policies maintained by Trustor pursuant to this Exhibit shall name Beneficiary as an additional insured and shall waive contribution from any other insurance carried by Beneficiary in the event of loss. Trustor shall cause the originals or certified copies of the policies of all such insurance to be deposited with Beneficiary or to be otherwise held as directed by Beneficiary. At least fifteen (15) days prior to the date on which the premiums on each such policy shall become due and payable, Trustor shall furnish Beneficiary with proof reasonably satisfactory to Beneficiary of payment thereof. Each of such policies shall contain an agreement by the insurer that the same shall not be amended, modified, canceled, reduced or terminated for any reason, including but not limited to a failure to pay premiums and/or expiration by its terms, without at least thirty (30) days' prior written notice to Beneficiary. If the Deed of Trust is foreclosed, the purchaser at the foreclosure sale shall, after the expiration of any statutory period of redemption, become the sole and absolute owner of any and all such policies, with the sole right to collect and retain all unearned premiums thereon, and, for this purpose, Trustor hereby assigns and grants a security interest in said policies and unearned premiums to Beneficiary.

EXHIBIT C

Environmental Phase I Site Assessment and Phase II Subsurface Investigation
dated the 14 day of May, 2003 prepared by E.A. Consulting Group, Inc.