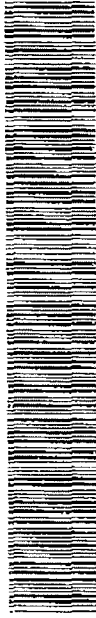


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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/7/2005 14:46:20.72



DEED OF TRUST

DATE AND PARTIES. The date of this Deed Of Trust (Security Instrument) is May 27, 2005. The parties and their addresses are:

TRUSTOR (Grantor):

MAPLE VALLEY, L.L.C.
A Nebraska Limited Liability Company
2811 N 90TH STREET
OMAHA, Nebraska 68134

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TRUSTEE:

PINNACLE BANK
a Nebraska Corporation
PO BOX 540001
OMAHA, Nebraska 68154

BENEFICIARY (Lender):

PINNACLE BANK
Organized and existing under the laws of Nebraska
P O BOX 540001
OMAHA, Nebraska 68154
TIN: 47-0098450

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

PARCEL A: SEE ATTACHED EXHIBIT 'A' WHICH IS MADE A PART HEREOF
(3305 NORTH 168TH STREET, OMAHA NE 68116)

PARCEL B: SEE ATTACHED EXHIBIT 'B' WHICH IS MADE A PART HEREOF
(3315 NORTH 168TH STREET, OMAHA NE 68116)

PARCEL C: SEE ATTACHED EXHIBIT 'C' WHICH IS MADE A PART HEREOF
(16601 WEST MAPE ROAD, OMAHA NE 68116)

The property is located in DOUGLAS County at , OMAHA, Nebraska 68116.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed \$500,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. SECURED DEBTS. This Security Instrument will secure the following Secured Debts:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 68-14562068, dated May 27, 2005, from Grantor to Lender, with a loan amount of \$1,703,827.00.

MAPLE VALLEY, L.L.C.
Nebraska Deed Of Trust
NE/4CDICKERS008365000046760

PINNACLE BANK
13131 WEST DODGE ROAD
OMAHA, NEBRASKA 68154

Bankers Systems, Inc., St. Cloud, MN ~~EXPERS~~

Initials

CRS 20385
2033 f
51-5020337

64

would choose, and may be written at a higher rate than Grantor could obtain if Grantor purchased the insurance.

20. ESCROW FOR TAXES AND INSURANCE. Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. CO-SIGNERS. If Grantor signs this Security Instrument but does not sign the Secured Debts, Grantor does so only to convey Grantor's interest in the Property to secure payment of the Secured Debts and Grantor does not agree to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

22. SUCCESSOR TRUSTEE. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, will succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

23. APPLICABLE LAW. This Security Instrument is governed by the laws of Nebraska, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

24. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Grantor's obligations under this Security Instrument are independent of the obligations of any other Grantor. Lender may sue each Grantor individually or together with any other Grantor. Lender may release any part of the Property and Grantor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Grantor.

25. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Grantor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

26. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

27. NOTICE, FINANCIAL REPORTS, ADDITIONAL DOCUMENTS AND RECORDING TAXES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Grantor will be deemed to be notice to all Grantors. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any financial statements or information Lender requests. All financial statements and information Grantor gives Lender will be correct and complete. Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing under seal, Grantor agrees to the terms and covenants contained in this Security Instrument. Grantor also acknowledges receipt of a copy of this Security Instrument.

GRANTOR:

MAPLE VALLEY, L.L.C.

By 
KENNETH J. HAZEN, JR., MANAGING MEMBER

LENDER:

PINNACLE BANK

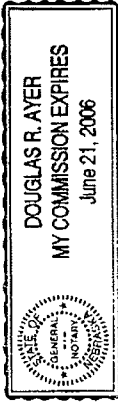
By  (Seal)
Douglas R. Ayer, Executive Vice President

ACKNOWLEDGMENT.

(Business or Entity) State OF Nebraska, County of Douglas ss. 2005
This instrument was acknowledged before me this 31st day of May, 2005
by KENNETH J. HAGEN, JR. - MANAGING MEMBER of MAPLE VALLEY, L.L.C. a Limited Liability Company on
behalf of the Limited Liability Company.


My commission expires:

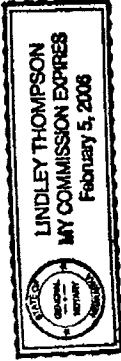

(Notary-Public)



(Lender Acknowledgment)
State OF Nebraska, County of Douglas ss. 2005
This instrument was acknowledged before me this 31st day of May, 2005
by Douglas R. Ayer -- Executive Vice President of PINNACLE BANK, a corporation, on behalf of the
corporation.

My commission expires:


(Notary-Public)



NEW N.W. ✓
S.W. N.W. ✓

EXHIBIT 'A'

PROPERTY BEING LEGALLY DESCRIBED AS FOLLOWS:

The North 20.35 acres of the West 1/2 of the Northwest Quarter of Section 10, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska lying South of the South right-of-way line of State Highway #64 and more particularly described as follows: Commencing at the Northwest corner of said Section 10, thence South 02°35'57" East along the West line of said Section 10 a distance of 378.74 feet to the point of beginning; thence continuing South 02°35'57" East along the West line of said Section 10 a distance of 407.06 feet; thence North 87°42'58" East a distance of 1321.97 feet to a point on the East line of said West 1/2 of the Northwest Quarter of Section 10, thence North 02°34'30" West along the East line of the said West 1/2 of the Northwest Quarter of Section 10 a distance of 685.50 feet to a point on the Southerly right-of-way line of State Highway #64, said point being 100.30 feet Southerly from the Northeast corner of said West 1/2 of the Northwest Quarter of Section 10; thence South 85°48'54" West along the Southerly right-of-way line of State Highway #64, a distance of 727.50 feet to a point, said point being 124.45 feet Southerly from the North line of said Section 10; thence North 87°13'17" West along the Southerly right-of-way line of State Highway #64 a distance of 516.96 feet to a point, said point being 78.84 feet Southerly from the North line of said Section 10; thence South 12°21'56" West along the Southerly right-of-way line of State Highway #64 a distance of 309.97 feet to the point of beginning, except the West 33 feet for 168th Street. (3305 NORTH 168TH STREET, OMAHA, NE)

PINNACLE BANK
13131 WEST DODGE ROAD
OMAHA, NEBRASKA 68154

EXHIBIT 'B'

LEGAL DESCRIPTION

The North 5.46 acres of the South 51.58 acres of the West 1/2 of the Northwest Quarter of Section 10, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the West Quarter corner of said Section 10; thence North 2°35'57" West along the West line of said Section 10 a distance of 1519.96 feet to the point of beginning; thence continuing North 2°35'57" West along the West line of said Section 10 a distance of 179.95 feet; thence North 87°42'58" East a distance of 1321.90 feet to a point on the East line of said West 1/2 of the Northwest Quarter of Section 10, said point being 1699.99 feet North of the Southeast corner of said West 1/2 of the Northwest Quarter of Section 10; thence South 2°34'30" East along the East line of said West 1/2 of the Northwest Quarter of Section 10 a distance of 179.95 feet; thence South 87°42'58" West a distance of 1321.82 feet to the point of beginning, except for portion taken for road right of way recorded May 2, 2003 in Book 2241 at Page 293 of the Records of Douglas County, Nebraska. (3315 NORTH 168TH STREET, OMAHA NE) 68116

The North 5 acres of the South 56.58 acres of the West 1/2 of the Northwest Quarter of Section 10, Township 15, North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the West Quarter corner of said Section 10; thence North 2°35'57" West along the West line of said Section 10 a distance of 1699.91 feet to the point of beginning; thence continuing North 2°35'57" West along the West line of said Section 10 a distance of 164.75 feet; thence North 87°42'58" East a distance of 1321.97 feet to a point on the East line of said West 1/2 of the Northwest Quarter of Section 10, said point being 1864.74 feet North of the Southeast corner of said West 1/2 of the Northwest Quarter of Section 10; thence of South 2°34'30" East along the East line of said West 1/2 of the Northwest Quarter of Section 10 a distance of 164.75 feet; thence South 87°42'58" West a distance of 1321.90 feet to the point of beginning, all being in Douglas County, Nebraska, except that part taken by Warranty Deed recorded July 19, 2001 in Book 2241 at Page 293 of the Records of Douglas County, Nebraska. (16601 WEST MAPLE ROAD, OMAHA NE, 68116)

EXHIBIT "C"