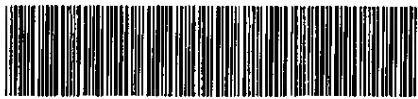


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RICHARD W TAKECHI
REGISTER OF DEEDS
NEBRASKA COUNTY, NE

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**DEED OF TRUST, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT
(Construction Security Agreement)**

THIS DEED OF TRUST is made this 7th day of September, 1999, by and between **Spring Ridge Limited Partnership**, a Nebraska limited partnership, (hereinafter called "Trustor"), whose mailing address is 444 Regency Parkway Drive, Suite 311, Omaha, NE 68114 and whose federal identification number is 47-0779411, Michael F. Kivett, Attorney at Law, (hereinafter called "Trustee"), whose mailing address is 11605 Arbor Street, Omaha, NE 68144, and **Home Federal Savings Bank**, a federal savings bank (hereinafter called "Beneficiary"), whose mailing address is 225 South Main Avenue, Sioux Falls, SD 57117-5000, and whose federal identification number is 46-0147475.

WITNESSETH:

WHEREAS, Trustor is indebted to Beneficiary in the principal sum of One Million Nine Hundred Forty Thousand and no/100 Dollars (\$1,940,000.00), which indebtedness is evidenced by a promissory note dated of even date herewith made by Trustor, payable to the order of Beneficiary and having a scheduled maturity date of September 1, 2004 (hereinafter called the "Note").

NOW THEREFORE, for the purpose of securing:

- (a) payment of the Note, including amounts not yet advanced, together with interest thereon, late charges, prepayment penalties, premiums, or fees, default fees, any future advances, and all extensions, modifications, substitutions and renewals thereof,
- (b) payment of all other sums, fees or charges, together with interest thereon, advanced to protect the security of this Deed of Trust or the property secured hereby and the performance of the covenants and agreements of Trustor, whether or not set forth herein,
- (c) performance, discharge of and compliance with every term, covenant, obligation, indemnity and agreement of Trustor contained herein or incorporated by reference or in any other security instrument, document or agreement at any time given in connection with or to secure the Note, and
- (d) repayment of all other sums or future advances, with interest thereon, which may hereafter be advanced by Beneficiary to Trustor or Trustor's successor in interest or title,

THIS IS A CONSTRUCTION SECURITY AGREEMENT AND SECURES AN OBLIGATION WHICH THE TRUSTOR INCURRED FOR PURPOSES OF MAKING AN IMPROVEMENT OF THE REAL ESTATE IN WHICH A SECURITY INTEREST IS GIVEN AND IS A CONSTRUCTION SECURITY INTEREST.

all of which is hereinafter collectively called the "Indebtedness", Trustor irrevocably grants, transfers and conveys to Trustee, in trust, WITH POWER OF SALE, the real estate described on Exhibit "A" attached hereto and incorporated by this reference, together with (i) all buildings, structures, additions, enlargements, modifications, repairs, replacements, and improvements now or hereafter located thereon, (ii) all equipment, machinery, fixtures and other personal property described on Exhibit "B" attached hereto and by this reference incorporated herein; (iii) all easements and rights of way appurtenant thereof, (iv) all leasehold estate, right, title and interest of Trustor in and to all leases, whether now or hereafter existing or entered into (including, without limitation, all cash and security deposits, advance rentals and deposits or payments of a similar nature) pertaining thereto, (v) all royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, (vi) all tenements, hereditaments, privileges and appurtenances belonging, used or enjoyed in connection therewith, (vii) all greater right, title and interest, including fee simple title, in and to the real estate described on Exhibit "A" which Trustor may hereafter acquire, and (viii) all proceeds of conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims (including, without limitation, proceeds of insurance and condemnation awards), all of which is hereinafter collectively called the "Trust Property."

C 99-3582 (35)

C99-3582

EXHIBIT "A"

Lots 1, 2, 4-6, 8-10, 14, 23, 33-37, 55, 77, 78, 86-89, 91-97, 116, 138-149, 152-157, 159-166, 168-178, 180-182, 185, 186, 188, 189, 191-194, 197-210 inclusive and Outlot C, Spring Ridge, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

AND

Lots 2-9, 14-23, 25, 35-40, 43, 47, 63-70, 72, 73, 76-78, 87-91, 93-96, 99, inclusive Spring Ridge Replat 1. a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

AND

Lots 1-15, inclusive Spring Ridge Replat Three, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Agreement shall be indebtedness of Trustor secured by this Deed of Trust, and such advances may be obligatory as provided in the Construction Loan Agreement. All sums disbursed by Beneficiary prior to completion of the improvements to protect the security of this Deed of Trust up to the principal amount of the Note shall be treated as disbursements pursuant to the Construction Loan Agreement. All such sums shall bear interest from the date of disbursement at the rate stated in the Note, unless collection from Trustor of interest at such rate would be contrary to applicable law in which event such amount shall bear interest at the highest rate which may be collected from Trustor under applicable law and shall be payable upon notice from Beneficiary to Trustor requesting payment therefor.

From time to time as Beneficiary deems necessary to protect Beneficiary's interests, Trustor shall, upon request of Beneficiary, execute and deliver to Beneficiary, in such form as Beneficiary shall direct, assignments of any and all rights or claims which relate to the construction of the Trust Property and which Trustor may have against any party supplying or who has supplied labor, materials or services in connection with construction of the Trust Property. In case of breach by Trustor of the covenants and conditions of the Construction Loan Agreement, Beneficiary, at Beneficiary's option, with or without entry upon the Trust Property, (i) may invoke any of the rights or remedies provided in the Construction Loan Agreement, (ii) may accelerate the sums secured by this Deed of Trust and invoke those remedies provided in paragraph 24 hereof, or (iii) may do both. If, after the commencement of amortization of the Note, the Note and this Instrument are sold by Beneficiary, from and after such sale the Construction Loan Agreement shall cease to be a part of this Deed of Trust and Trustor shall not assert any right of set-off, counterclaim or other claim or defense arising out of or in connection with the Construction Loan Agreement against the obligations of the Note and this Deed of Trust.

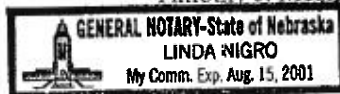
IN WITNESS WHEREOF, this Deed of Trust has been executed by Trustor as of the day and year set forth above.

SPRING RIDGE LIMITED PARTNERSHIP,
a Nebraska limited partnership

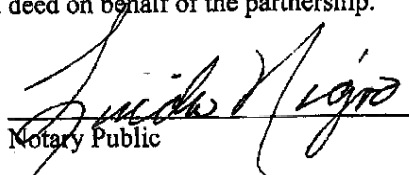
By: Spring Ridge Corporation,
a Nebraska corporation, General Partner

By: 
Timothy J. McReynolds, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



On this 9 day of September, 1999, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Timothy J. McReynolds, President of Spring Ridge Corporation, a Nebraska corporation, General Partner of Spring Ridge Limited Partnership, a Nebraska Limited Partnership, the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of the partnership.



Notary Public