

DEED OF TRUST

This Deed of Trust made this 15th day of May, 1981, among the Trustor, Greater Omaha Community Development and Housing Corporation, a nonprofit Nebraska corporation (herein "Borrower"), Commercial Federal Savings and Loan Association, of Omaha, Nebraska (herein "Trustee"), and the Beneficiaries, (see Exhibit A) (herein "Lenders").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Douglas, State of Nebraska:

All of Lots 1 through 50, both inclusive, and Lots 7a, 8a, 25a, 26a, 43a, 44a and Out Lot 1; in The Horizon, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska,

together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject, however, to the rights and authorities given herein to Lenders to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property, are hereinafter referred to as the "Property";

To secure to Lenders (a) the repayment of the indebtedness in the original principal amount of \$ 1,000,000.00, with interest thereon, as evidenced by the Memorandum of Agreement heretofore executed by and between Borrower and Lenders, (b) the performance of all covenants, terms and conditions of such Memorandum of Agreement and any loan agreement or loan agreements which may be hereafter executed pursuant to such Memorandum of Agreement, all of which are collectively hereinafter referred to as the Loan Documents, and (c) the performance of all the covenants and agreements of the Borrower herein contained.

Covenants and Agreements. Borrower and Lenders covenant and agree as follows:

1. Unencumbered Title. Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has a right to grant and convey the Property, that the Property is unencumbered, that the lien of this Deed of Trust is and shall at all times be and remain senior and prior to any and all other liens of any kind whatsoever which may at any time attach or have attached to such Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands.

2. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest at 6% on the indebtedness evidenced by the Loan Documents, and in any event shall repay all principal and interest within two years from the date hereof.

3. Compliance with Loan Documents. Borrower shall comply with all the terms and conditions of the Loan Documents and of any other agreements, regulations, conditions or other requirements of any kind whatsoever in connection with any grants, loans or other financial accommodations extended in assistance of the construction or renovation of improvements on the Property by any

public or governmental agency or body of any kind.

4. Conveyance. Borrower shall not sell, assign, convey or mortgage the legal or equitable title, or both legal and equitable title, to all or any portion of the Property without the written consent of Lender or cause, suffer, or allow changes in the legal or beneficial interest, ownership or control of Borrower with the purpose or effect of avoiding the provisions of this paragraph.

5. Assignment of Rents, Appointment of Receiver, Lenders in Possession. As additional security hereunder, Borrower hereby assigns to Lenders the rents of the Property, provided the Borrower shall, prior to acceleration under paragraph 7 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof, or abandonment of the Property, Lenders, in person, or by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lenders or receiver shall be applied first to the payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys fees, and then to the sums secured by this Deed of Trust. Lenders and the receiver shall be liable to account only for those rents actually received.

6. Appointment of Agent. Lenders' right, title and interest as Beneficiaries in this Deed of Trust and any proceeds hereof are in proportion to their share of interests set forth on Exhibit A attached hereto. Any rights, powers, duties or other actions which may or must be taken by Lenders or Beneficiaries in such capacity pursuant to this Deed of Trust shall be exercised by Commercial Federal Savings and Loan Association, which has been appointed as their agent pursuant to the Memorandum of Agreement. Such agent shall be fully empowered to act in all respects on behalf of the Beneficiaries pursuant to this Deed of Trust, and all other persons and parties shall be entitled to deal with such agent in reliance thereon, unless and until an instrument shall be executed and recorded in connection herewith executed by Lenders with a majority of the pro-rata share of interests set forth on Exhibit A.

7. Acceleration. Upon Borrower's breach of any covenant or agreement, or any failure to perform any terms or conditions of this Deed of Trust or any other Loan Document, the entire amount of the indebtedness, including principal and interest and any sums advanced to protect the security of this Deed of Trust, shall, at the option of Lenders, immediately become due and payable without further notice.

8. Remedies. Upon such acceleration, and in addition to any other remedies which may be provided by law or in any of the Loan Documents, the Trustee shall sell the property or, at the Lenders' option, may foreclose this Deed of Trust as a mortgage. Any sale shall be pursuant to the Nebraska Trust Deeds Act. Any proceeds of such trustee's sale shall be applied first to all reasonable costs and expenses of sale, including, but not limited to, trustee's fees of not more than two percent of the gross sale price, reasonable attorneys fees and costs of title evidence, then to all sums secured by this Deed of Trust, and the excess, if any, to the person or persons legally entitled thereto.

9. Address for Notices. Borrower requests that copies of any notices pursuant to the Nebraska Trust Deeds Act be sent to the following address:

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust the date first aforesaid.

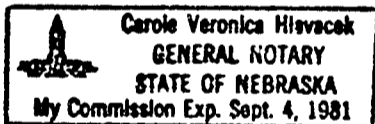
GREATER OMAHA COMMUNITY DEVELOPMENT AND HOUSING CORPORATION (Borrower)

By Hermit Hansen President

STATE OF NEBRASKA }
 } ss.
COUNTY OF DOUGLAS }

On this 15th day of May, 1981, before me, the undersigned, a notary public in and for said county, personally appeared Hermit Hansen, President of Greater Omaha Community Development and Housing Corporation, a nonprofit Nebraska corporation, to me known to be such officer and the identical person whose name is affixed to the foregoing Deed of Trust, and acknowledged the execution thereof to be his voluntary act and deed as President and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the day and year last above written.



Carole Veronica Hlavacek
Notary Public

AMERICAN NATIONAL BANK	2.5
CENTER BANK	2.5
NORTH SIDE BANK	2.0
NORTHWESTERN NATIONAL BANK	3.0
PACKERS NATIONAL BANK	2.5
SOUTHWEST BANK	2.5
U.S. NATIONAL BANK	10.0
COMMERCIAL FEDERAL SAVINGS & LOAN	18.0
FIRST FEDERAL LINCOLN	10.0
NEBRASKA FEDERAL SAVINGS & LOAN	5.4
OCCIDENTAL SAVINGS & LOAN	4.0
OMAHA SAVINGS & LOAN	4.0
OMAHA NATIONAL BANK	15.0
FIRST NATIONAL BANK	7.5
FIRST FEDERAL OMAHA	2.0
CONSERVATIVE SAVINGS & LOAN	2.0
DOUGLAS COUNTY BANK & TRUST	2.5
COMMUNITY BANK	1.5

H mtg

RECEIVED
 1981 MAY 15 PM 3:48
 C. HAROLD OSTLER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

BOOK 2446
PAGE 497
OF 12
Vol. 26.25
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DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

BOOK 2570 PAGE 595

THAT WHEREAS, the indebtedness secured by the Trust Deed executed by Greater Omaha Community Development and Housing Corporation to Commercial Federal Savings and Loan Association, as Trustee, for the benefit of American National Bank; Center Bank; Northside Bank; Northwestern National Bank; Packers National Bank; Southwest Bank; U. S. National Bank; Commercial Federal Savings and Loan Association; First Federal of Lincoln; Nebraska Federal Savings and Loan; Omaha National Bank; First National Bank; First Federal Omaha; Conservative Savings and Loan; Douglas County Bank and Trust; and Community Bank, the Beneficiaries named therein, dated May 15, 1981 and recorded in the office of the Register of Deeds of Douglas County, Nebraska, in Book 2446 at Page 494 has been partially paid.

NOW THEREFORE, in consideration of such payment and in accordance with the request of the Beneficiaries named therein, the undersigned, as Trustee, does by these presents grant, remise, release and reconvey to the person or persons entitled thereto all interest and estate derived to said Trustee by or through said Trust Deed in the following described premises, by only as to such premises:

Lots 1, 2, 3, 7, 10, 16, 21, 22, 23, 28, 29, 31, 32, 35, 39, 41, 47, 7a, and 44a The Horizon, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

COMMERCIAL FEDERAL SAVINGS AND LOAN ASSOCIATION, TRUSTEE. hereby expressly reserves all rights in said Trust Deed against all other property described in Trust Deed recorded in Book 2446, Page 494, it being the intention hereof to release only the above described property from the lien of said Trust Deed.

Dated this 23 day of May, 1983.

COMMERCIAL FEDERAL SAVINGS AND LOAN ASSOCIATION, TRUSTEE
BY R. A. Campbell, Vice President
Attest: Opal M. Wise, Assistant Secretary

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 23 day of May, 1983, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came R. A. Campbell, Vice President and Opal M. Wise, Assistant Secretary of Commercial Federal Savings and Loan Association, as Trustee, to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be the voluntary act and deed as such Trustee.

My commission expires: March 3, 1987

Ruth E. Manzer
Notary Public

RUTH E. MANZER
GENERAL NOTARY State of Nebr.
My Comm. Exp. Mar. 3, 1987

26 Feb

RECEIVED
1983 MAY 25 AM 9:55

C. HAROLD JUSTER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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