

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2001-44047

2001 DEC 31 P 1:52 PM

Sharon J. Dowling
REGISTER OF DEEDS

Counter AKM
Verify LW M
D.E. SN
Proof _____
Fee \$ 40.50
CK Cash Chg
1667
Stamp
copy

**NEBRASKA DEED OF TRUST, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES
(INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE)**

CELEBRITYH

If checked here, THIS DEED OF TRUST IS A "CONSTRUCTION SECURITY AGREEMENT" AS REFERRED TO IN THE NEBRASKA CONSTRUCTION LIEN ACT.

This Nebraska Deed of Trust, Security Agreement and Assignment of Rents and Leases (Including Fixture Filing Under Uniform Commercial Code) ("Deed of Trust ") is made and entered into by the undersigned borrower(s), guarantor(s) and/or other obligor(s)/pledgor(s) (collectively the "Trustor") in favor of U.S. BANK N.A., having a mailing address at 90 SO. 6TH ST., MINNEAPOLIS, MN 55402-1110 ("the Trustee"), for the benefit of U.S. BANK N.A. (the "Beneficiary"), effective as of the date set forth on the last page of this Deed of Trust.

ARTICLE I. CONVEYANCE/MORTGAGED PROPERTY

1.1 Grant of Deed of Trust/Security Interest. IN CONSIDERATION OF FIVE DOLLARS (\$5.00) cash in hand paid by the Trustee to the Trustor, and the financial accommodations from the Beneficiary to the Trustor as described below, the Trustor has bargained, sold, conveyed and confirmed, and hereby bargains, sells, conveys and confirms, unto Trustee, its successors and assigns, IN TRUST, WITH POWER OF SALE, for the benefit of the Beneficiary, the Property (defined below) to secure all of the Trustor's Obligations (defined below) to the Beneficiary. The intent of the parties hereto is that the Property secures all Obligations of the Trustor to the Beneficiary, whether now or hereafter existing, between the Trustor and the Beneficiary or in favor of the Beneficiary, including, without limitation, any note, any loan or security agreement, any lease, any other mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, any letter of credit or reimbursement agreement or banker's acceptance, any agreement for any other services or credit extended by the Beneficiary to the Trustor even though not specifically enumerated herein and any other agreement with the Beneficiary (together and individually, the "Loan Documents"). The parties further intend that this Deed of Trust shall operate as a security agreement with respect to those portions of the Property which are subject to Article 9 of the Uniform Commercial Code.

1.2 "Property" means all of the following, whether now owned or existing or hereafter acquired by the Trustor, wherever located: all the real estate described below or in **Exhibit A** attached hereto (the "Land"), together with all buildings, structures, fixtures, equipment, inventory and furnishings used in connection with the Land and improvements; all materials, contracts, drawings and personal property relating to any construction on the Land; and all other improvements now or hereafter constructed, affixed or located thereon (the "Improvements") (the Land and the Improvements collectively the "Premises"); TOGETHER with any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto, and any and all leases or other agreements for the use or occupancy of the Premises, all the rents, issues, profits or any proceeds therefrom and all security deposits and any guaranty of a tenant's obligations thereunder (collectively the "Rents"); all awards as a result of condemnation, eminent domain or other decrease in value of the Premises and all insurance and other proceeds of the Premises.

The Land is described as follows (or in Exhibit A hereto if the description does not appear below):

**THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 17,
TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.**
THE

JFC

2001-44047A

1.3 "Obligations" means all loans by the Beneficiary to CELEBRITY HOMES, INC.

including those loans evidenced by a note or notes dated 08/31/01, in the initial principal amount(s) of \$ 10,000,000.00

and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto (the "Note"); and also means all the Trustor's debts, liabilities, obligations, covenants, warranties, and duties to the Beneficiary (plus its affiliates including any credit card debt, but specifically excluding any type of consumer credit), whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent, whether arising out of the Loan Documents or otherwise, and regardless of whether such Obligations arise out of existing or future credit granted by the Beneficiary to any Trustor, to any Trustor and others, to others guaranteed, endorsed or otherwise secured by any Trustor or to any debtor-in-possession/successor-in-interest of any Trustor, and principal, interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of this Deed of Trust, attorneys' fees of both inside and outside counsel and environmental assessment or remediation costs. The interest rate and maturity of such Obligations are as described in the documents creating the indebtedness secured hereby.

THIS DEED OF TRUST SECURES, WITHOUT LIMITATION, EXISTING DEBTS OR OBLIGATIONS CREATED SIMULTANEOUSLY WITH THE EXECUTION OF THIS DEED OF TRUST AND ANY FUTURE ADVANCE TO BE MADE AT THE OPTION OF THE PARTIES. The total principal amount, exclusive of interest, of the Obligations, including any future debts, advances, liabilities or obligations, not including, however, any sums advanced for the protection of the Property or the Trustor's interest therein, shall not exceed the sum of \$ 10,000,000.00; PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL OR FUTURE LOANS OR ADVANCES IN ANY AMOUNT.

1.4 Homestead. The Premises are not the homestead of the Trustor. If so, the Trustor releases and waives all rights under and by virtue of the homestead exemption laws of the State of Nebraska.

ARTICLE II. WARRANTIES AND COVENANTS

In addition to all other warranties and covenants of the Trustor under the Loan Documents which are expressly incorporated herein as part of this Deed of Trust, including the covenants to pay and perform all Obligations, and while any part of the credit granted the Trustor under the Loan Documents is available or any Obligations of the Trustor to the Beneficiary are unpaid or outstanding, the Trustor continuously warrants to the Beneficiary and the Trustee and agrees as follows:

2.1 Warranty of Title/Possession. The Trustor warrants that it has sole and exclusive title to and possession of the Premises, excepting only the following "Permitted Encumbrances": restrictions and easements of record, and zoning ordinances (the terms of which are and will be complied with, and in the case of easements, are and will be kept free of encroachments), taxes and assessments not yet due and payable and those Permitted Encumbrances set forth on **Exhibit B** attached hereto (except that if no **Exhibit B** is attached, there will be no additional Permitted Encumbrances). The lien of this Deed of Trust, subject only to Permitted Encumbrances, is and will continue to be a valid first and only lien upon all of the Property.

2.2 Maintenance; Waste; Alteration. The Trustor will maintain the Premises in good and tenantable condition and will restore or replace damaged or destroyed improvements with items of at least equal utility and value. The Trustor will not commit or permit waste to be committed on the Premises. The Trustor will not remove, demolish or materially alter any part of the Premises without the Beneficiary's prior written consent, except the Trustor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility. The replacement fixture will be subject to the priority lien and security of this Deed of Trust.

2.3 Transfer and Liens. The Trustor will not, without the prior written consent of the Beneficiary, which may be withheld in the Beneficiary's sole and absolute discretion, either voluntarily or involuntarily (a) sell, assign, lease or transfer, or permit to be sold, assigned, leased or transferred, any part of the Premises, or any interest therein; or (b) pledge or otherwise encumber, create or permit to exist any mortgage, pledge, lien or claim for lien or encumbrance upon any part of the Premises or interest therein, except for the Permitted Encumbrances. Beneficiary has not consented and will not consent to any contract or to any work or to the furnishing of any materials which might be deemed to create a lien or liens superior to the lien of this Deed of Trust.

2.4 Escrow. After written request from the Beneficiary, the Trustor will pay to the Beneficiary sufficient funds at such time as the Beneficiary designates, to pay (a) the estimated annual real estate taxes and assessments on the Premises; and (b) all property or hazard insurance premiums when due. Interest will not be paid by the Beneficiary on any escrowed funds. Escrowed funds may be commingled with other funds of the Beneficiary. All escrowed funds are hereby pledged as additional security for the Obligations.

2.5 Taxes, Assessments and Charges. To the extent not paid to the Beneficiary under 2.4 above, the Trustor will pay before they become delinquent all taxes, assessments and other charges now or hereafter levied or assessed against the Premises, against the Beneficiary based upon this Deed of Trust or the Obligations secured by this Deed of Trust, or upon the Beneficiary's interest in the Premises, and deliver to the Beneficiary receipts showing timely payment.

2.6 Insurance. The Trustor will continually insure the Premises against such perils or hazards as the Beneficiary may require, in amounts, with acceptable co-insurance provisions, not less than the unpaid balance of the Obligations or the full replacement value

2001-440476

IN WITNESS WHEREOF, the undersigned has/have executed this Deed of Trust effective as OCTOBER 10, 2001

(Individual Trustor)

Printed Name N/A

(Individual Trustor)

Printed Name N/A

CELEBRITY HOMES, INC.

Trustor Name (Organization)

a NEBRASKA Corporation

By *[Signature]*

Name and Title GALE L. LARSEN, PRESIDENT

By _____

Name and Title _____

(Trustor Address)

(Beneficiary Address)

14002 "L" STREET
OMAHA, NE 68137

90 SO. 6TH ST.
MINNEAPOLIS, MN 55402

STATE OF Nebraska }
COUNTY OF Douglas } ss.

This instrument was acknowledged before me on October 10, 2001, by GALE L. LARSEN

PRESIDENT
(Type of authority, if any, e.g., officer, trustee; if an individual, state "a married individual" or "a single individual")

of CELEBRITY HOMES, INC.
(Name of entity on whose behalf the document was executed; use N/A if individual)

a NEBRASKA Corporation, on behalf of the
Corporation
(State of Organization, Type of Organization)
(Type of Organization)

(Notarial Seal)

[Signature]



Printed Name: _____
Notary Public, State of: _____
My commission expires: _____

This instrument was drafted by U.S. BANK N.A.
(name)
on behalf of

After recording return to U.S. BANK N.A. CLSC MINNEAPOLIS MPFMB111
90 SO. 6TH ST., MINNEAPOLIS, MN 55402-1110
(name) (address)

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002-39002

2002 OCT -3 P 4: 24 8

Sharon J. Bowring
REGISTER OF DEEDS

Counter [Signature]
Verify [Signature]
D.E. [Signature]
Proof [Signature]
Fee \$ 82.50
Ck Cash Chg

SLT

After Recording Return To:

U.S. Bank
OM-NE-T2CM
1700 Farnam St.
Omaha, NE 68102



**NEBRASKA DEED OF TRUST, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS AND LEASES
(INCLUDING FIXTURE FILING UNDER UNIFORM COMMERCIAL CODE)**

1735064950

If checked here, THIS DEED OF TRUST IS A "CONSTRUCTION SECURITY AGREEMENT" AS REFERRED TO IN THE NEBRASKA CONSTRUCTION LIEN ACT.

This Nebraska Deed of Trust, Security Agreement and Assignment of Rents and Leases (Including Fixture Filing Under Uniform Commercial Code) ("Deed of Trust ") is made and entered into by the undersigned borrower(s), guarantor(s) and/or other obligor(s)/pledgor(s) (collectively the "Trustor") in favor of U.S. BANK N.A., having a mailing address at 400 CITY CENTER, OSHKOSH, WI 54903-3487 ("the Trustee"), for the benefit of U.S. BANK N.A. (the "Beneficiary"), effective as of the date set forth on the last page of this Deed of Trust.

ARTICLE I. CONVEYANCE/MORTGAGED PROPERTY

1.1 Grant of Deed of Trust/Security Interest. IN CONSIDERATION OF FIVE DOLLARS (\$5.00) cash in hand paid by the Trustee to the Trustor, and the financial accommodations from the Beneficiary to the Trustor as described below, the Trustor has bargained, sold, conveyed and confirmed, and hereby bargains, sells, conveys and confirms, unto Trustee, its successors and assigns, IN TRUST, WITH POWER OF SALE, for the benefit of the Beneficiary, the Property (defined below) to secure all of the Trustor's Obligations (defined below) to the Beneficiary. The intent of the parties hereto is that the Property secures all Obligations of the Trustor to the Beneficiary, whether now or hereafter existing, between the Trustor and the Beneficiary or in favor of the Beneficiary, including, without limitation, any note, any loan or security agreement, any lease, any other mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, any letter of credit or reimbursement agreement or banker's acceptance, any agreement for any other services or credit extended by the Beneficiary to the Trustor even though not specifically enumerated herein and any other agreement with the Beneficiary (together and individually, the "Loan Documents"). The parties further intend that this Deed of Trust shall operate as a security agreement with respect to those portions of the Property which are subject to Article 9 of the Uniform Commercial Code.

1.2 "Property" means all of the following, whether now owned or existing or hereafter acquired by the Trustor, wherever located: all the real estate described below or in Exhibit A attached hereto (the "Land"), together with all buildings, structures, fixtures, equipment, inventory and furnishings used in connection with the Land and improvements; all materials, contracts, drawings and personal property relating to any construction on the Land; and all other improvements now or hereafter constructed, affixed or located thereon (the "Improvements") (the Land and the Improvements collectively the "Premises"); TOGETHER with any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto, and any and all leases or other agreements for the use or occupancy of the Premises, all the rents, issues, profits or any proceeds therefrom and all security deposits and any guaranty of a tenant's obligations thereunder (collectively the "Rents"); all awards as a result of condemnation, eminent domain or other decrease in value of the Premises and all insurance and other proceeds of the Premises.

The Land is described as follows (or in Exhibit A hereto if the description does not appear below):

See Attached Exhibit A



2002-39002 H1

**EXHIBIT A TO DEED OF TRUST
(Legal Description)**

1735064950

Grantor/Trustor: **CELEBRITY TOWNHOMES, INC.**

Trustee: **U.S. BANK N.A.**

Beneficiary: **U.S. BANK N.A.**

Legal Description of Land:

Lots 57 through 72, 73 through 84 and 220 through 229 in Walnut Creek Hills, a Subdivision in Sarpy County, Nebraska.

Lots 1 through 37 in Walnut Creek Hills Replat One, a Subdivision in Sarpy county, Nebraska.

FILED SARPY CO. NE.
INSTRUMENT NUMBER
~~2002-39003~~
2002 OCT -3 P 4: 26 P
Shawn J. [Signature]
REGISTER OF DEEDS

Counter [Signature]
Verify [Signature]
D.E. [Signature]
Proof [Signature]
Fee \$ 109.00
Ck Cash Chg
SLT

28
After Recording Return To:
U.S. Bank
OM-NE-T2CM
1700 Farnam St.
Omaha, NE 68102



AMENDMENT TO DEED OF TRUST
(Nebraska)

This Amendment to Deed of Trust (the "Amendment"), is made and entered into by the undersigned borrower, guarantor and/or other obligor (the "Trustor"), and U.S. BANK N.A. (the "Beneficiary") as of the date set forth below.

RECITALS

A. The Trustor (or the Trustor's predecessor in interest, if different from the undersigned Trustor) executed a Deed of Trust (the "Deed of Trust"), dated OCTOBER 10, 2001. The "Land" (defined in the Deed of Trust) subject to the Deed of Trust is described as follows (or in Exhibit A hereto if the description does not appear below):

See attached Exhibit A

B. The Deed of Trust was recorded in the office of the County Register of Deeds for SARPY County, Nebraska, on DECEMBER 31, 2001, in Book _____, Page _____ (or Computer Reference No. 2001-34744047).

C. The Trustor has requested that the Trustee and the Beneficiary permit certain modifications to the Deed of Trust as described below.

D. The Beneficiary has agreed to such modifications, but only upon the terms and conditions outlined in this Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the Trustor and the Beneficiary agree as follows:

1. **Change in Note/Deed of Trust Amount.** If checked here, the phrase in the Deed of Trust "a note or notes dated _____ in the initial principal amount(s) of \$ _____" is hereby amended and replaced with the phrase "note(s) or amended note(s) dated N/A in the initial principal amount(s) of \$ N/A".

2. THIS AMENDMENT TO DEED OF TRUST SECURES, WITHOUT LIMITATION, EXISTING DEBTS OR OBLIGATIONS CREATED SIMULTANEOUSLY WITH THE EXECUTION OF THIS AMENDMENT TO DEED OF TRUST AND ANY FUTURE ADVANCES TO BE MADE AT THE OPTION OF THE PARTIES. The total principal amount, exclusive of interest, of the Obligations, including any future debts, advances, liabilities or obligations, not including, however, any sums advanced for the protection of the Property or the Trustor's interest therein, shall not exceed the sum of \$ 10,000,000.00; PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL OR FUTURE LOANS OR ADVANCES IN ANY AMOUNT.

SLT 4/02
Charge

39003

2002-39003C

EXHIBIT A TO AMENDMENT TO DEED OF TRUST
(Legal Description)

Grantor/Trustor: **CELEBRITY HOMES, INC.**

Trustee: **U.S. BANK N.A.**

Beneficiary: **U.S. BANK N.A.**

Legal Description of Land:

Lots 1-17, 38-56, 85-154, 230-258 and 270-276 in Walnut Creek Hills,
a Subdivision in Sarpy County, Nebraska.

Lots 1-36, Walnut Creek Hills Replat Two, a Subdivision in Sarpy
County, Nebraska.

FILED BARRY CO NE
INSTRUMENT NUMBER
2004-18493

2004 MAY 19 P 3:18 P

Sharon [Signature]
REGISTER OF DEEDS

COUNTER LM C.E. LM
VERIFY LM D.E. LM
PROOF LM
FEES \$ 9550
CHECK# 105754
CHG. _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

After Recording Return To:
First Mortgage Company, L.L.C.
11606 Nicholas Street
Omaha, NE 68154

_____ [Space Above This Line For Recording Data] _____

DEED OF TRUST

MIN 100016200000094140

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 18.

- (A) "SECURITY INSTRUMENT" means this document, which is dated May 13, 2004, together with all Riders to this document.
- (B) "BORROWER" is Stacey L. Rose, a Single Person

Borrower is the trustor under this Security Instrument.

- (C) "LENDER" is First Mortgage Company, L.L.C. Lender is an Oklahoma Limited Liability Company organized and existing under the laws of The State of Oklahoma. Lender's address is 6501 N. Broadway, Oklahoma City, Oklahoma 73116.

- (D) "TRUSTEE" is John Q. Bachman, Attorney at Law
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

- (F) "NOTE" means the promissory note signed by Borrower and dated May 13, 2004. The Note states that Borrower owes Lender One Hundred Twenty Four Thousand Eight Hundred Dollars and no/100 Dollars (U.S. \$ 124,800.00), plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2034

- (G) "PROPERTY" means the property that is described below under the heading "Transfer of Rights in the Property."

- (H) "LOAN" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

- (I) "RIDERS" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

Initials: SR

0107460

18493



B

of sale, the following described property located in the County of Sarpy _____ :

Lot 2A, Walnut Creek Hills Replat Twelve, a Subdivision in Sarpy County, Nebraska.

which currently has the address of 1105 Woodview Drive _____
[Street]
Papillion _____, Nebraska 68046 _____ ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and nonuniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.