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 REGISTER OF DEEDS

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**DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING**

This DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust") is made this 6<sup>th</sup> day of August, 1997, by and between Brook Valley II, LTD, a limited partnership, (hereinafter called the "Trustor"), whose mailing address is 6410 South 120 Plaza, Omaha, NE 68137, First American Title Insurance Company, a California corporation authorized to do business in the State of Nebraska (hereinafter called the "Trustee"), whose mailing address is 1320 South 119th Street, Omaha, NE 68144, (hereinafter called the "Beneficiary"), Millard Refrigerated Services-Denison, a Nebraska general partnership, whose mailing address for the purpose of this Deed of Trust is 4715 South 132nd Street, Omaha, Nebraska 68137.

WITNESSETH

WHEREAS, Trustor is indebted to Beneficiary in the principal sum of Three Million Two Hundred Four Thousand Three Hundred Seventy-Nine and No/100 Dollars (\$3,204,379.00), which indebtedness is evidenced by Trustor's Promissory Note dated August 6, 1997 (hereinafter called the "Note"), and any renewals, extensions, and substitutions thereof, payable to the order of Beneficiary and having a maturity of August 6 2004.

NOW, THEREFORE, for the purpose of securing the total of the following:

- (a) payment of the Note, together with principal and interest thereon, late charges, prepayment penalties, 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 and the performance of the covenants and agreements of Trustor, whether or not set forth herein; and
- (c) performance, discharge of and compliance with every term, covenant, obligation and agreement of Trustor contained herein or incorporated by reference or any other security instrument at anytime given to secure the Note;
- (d) all other indebtedness, obligations and liabilities now are hereafter incurred or arising from Trustor to Beneficiary under documents which recite that they are intended to be secured by this Deed of Trust;

all of which is hereinafter collectively called the "Indebtedness," Trustor irrevocably GRANTS, BARGAINS, SELLS and CONVEYS a security interest in, and transfers to Trustee to have and to hold, in trust, WITH POWER OF SALE, the following described property:

the real estate described in Exhibit "A" attached hereto and incorporated herein by this reference in its entirety, together with the following property, rights, interests and estates:

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(i) all easements, rights of way strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining thereto; and appurtenant thereto, (ii) all leasehold estate, right, title and interest of Trustor in and to all leases, subleases, licenses, concessions, occupancy agreements or other agreements, 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; (iii) all rents, revenues, proceeds, issues, profits and income as therefrom (subject to the right of Trustor to collect and apply such rents, issues, profits and income as they become due and payable so long as no event of default exists hereunder); (iv) all royalties, mineral, oil and gas rights and profits, water, water rights, and water stock; (v) all tenements, hereditaments, privileges and appurtenances belonging, used or enjoyed in connection therewith; (vi) 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); and (vii) the right, in the name and on behalf of Trustor, to appear in and defend any action or proceeding brought with respect to the Trust Property and to commence any action or proceeding to protect the interest of Trustee and Beneficiary in the Trust Property; all of which is hereinafter collectively called the "Trust Property."

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES AS FOLLOWS:

1. Title: Trustor covenants, warrants and agrees with Beneficiary, its successors and assigns, that Trustor owns and has good title to the Trust Property free from any prior lien, charge or encumbrance, that Trustor has the right to mortgage, give, grant, bargain, sell, convey, confirm, pledge, assign and hypothecate the same that this Deed of Trust is and will remain a valid and enforceable first lien on the Trust Property, that Trustor, at its expense, will preserve such title and will maintain this Deed of Trust as a first and paramount lien upon the Trust Property and will forever warrant, defend and preserve the validity and priority of the lien hereof against the claims of all persons and parties whomsoever. Trustor, at its expense, will cause this Deed of Trust, and each amendment or supplement hereto, to be filed and recorded as a mortgage of the Trust Property in such manner and in such place and will take such action as in the opinion of Trustee may be required by any present or future law in order to perfect, maintain and protect the lien of this Deed of Trust, as the same may be amended or supplemented from time to time. Trustor will make such further assurance or assurances to perfect its title to the Trust Property as may be required by Beneficiary. Trustor hereby relinquishes all right of dower and homestead in and to the Trust Property.

2. Payment of Indebtedness: Trustor shall punctually pay, at the time and in the manner provided in the Note and this Deed of Trust, the principal of and interest on the Indebtedness secured hereby and shall perform all covenants, conditions agreements and obligations of and contained in the Note and this Deed of Trust in full when they are required to be performed.

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3. Charges: Liens: Trustor will keep the Trust Property free from all liens, charges encumbrances which in any way may, in the judgment of Beneficiary, have priority over, or impair the security of this Deed of Trust, however, Trustor need not discharge any such lien so long as Trustor shall agree, in writing, to pay the obligation secured by such lien in a manner acceptable to Beneficiary and shall, in good faith, contest the existence, the amount or the validity of such lien by appropriate legal proceedings effective to prevent the enforcement of the lien and the loss of any interest in or party of the Trust Property. Trustor shall maintain a reasonable cash reserve for any obligation contested in good faith, if requested by Beneficiary.

4. Protection of Security; Liability Insurance, Maintenance of Easements: If Trustor fails to perform any of the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which does or may adversely affect the Trust Property or the interest of Trustor or Beneficiary therein or the title of Trustor thereto, then Beneficiary, at its option, may perform such covenants and agreements, make such appearances, defend against and investigate such action or proceeding and take such other action as Beneficiary deems necessary to protect its interest including, but not limited to, disbursement of reasonable attorney fees and entry upon the Trust Property to make repairs. Any amounts disbursed by Beneficiary pursuant to this paragraph 4, with interest thereon, shall constitute indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof, and shall bear interest from the date of disbursement at the default rate, if any, set forth in the Note, or otherwise at the highest rate permitted by law. Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action hereunder. Trustor irrevocably authorizes and empowers Beneficiary to enter upon the Trust Property as Trustor's agent and, in Trustor's name or otherwise to perform any and all covenants and agreements to be performed by Trustor as herein provided. Beneficiary shall, at its option, be subrogated to any encumbrance, lien, claim, or demand and to all rights and securities for the payment thereof paid or discharged by Beneficiary under the provisions hereof and any such subrogation rights shall be additional and cumulative security for this Deed of Trust. Trustor shall maintain all rights of way, easements, grants, privileges, licenses, certificates, permits, entitlement, and franchises necessary for the use of the Trust Property and will not, without the prior written consent of Beneficiary, consent to any public restriction (including any zoning ordinance) or private restriction as to the use of the Trust Property. Trustor shall comply with all restrictive covenants affecting the Trust Property, and all zoning ordinances and other public or private restrictions as to the use of the Trust Property. Trustor shall maintain (1) commercial general liability insurance with respect to the Trust Property providing for limits of liability of not less than \$5,000,000 for both injury to or death of a person and for property damage per occurrence, and (2) other liability insurance as reasonably required by Beneficiary and shall deliver certificate(s) of insurance to Beneficiary evidencing such insurance coverage. Such insurance shall provide that it shall not be canceled without fifteen (15) days written notice to Beneficiary.

5. Condemnation: The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Trust Property, or any part thereof, or for conveyance in lieu of or in anticipation of condemnation, are hereby assigned to

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and shall be paid to Beneficiary. Trustor will file and prosecute, in good faith and with due diligence, its claim for any such award or payment and will cause the same to be collected and paid to Beneficiary, and, should it fail to do so, Trustor irrevocably authorizes and empowers Beneficiary in the name of Trustor or otherwise, to file, prosecute, settle or compromise any such claim and to collect, receipt for and retain the proceeds of such condemnation. If the Trust Property is abandoned by Trustor, or after notice by Beneficiary to Trustor that the condemnor offers to make an award or settle a claim for damages, Trustor fails to respond to Beneficiary within thirty (30) days after the date such notice is mailed, Beneficiary is authorized to collect and apply the proceeds in the manner indicated herein. The proceeds of any award or claim may, after deducting all reasonable costs and expenses, including attorney fees, which may have been incurred by Beneficiary in the collection thereof, at the sole discretion of Beneficiary, be released to Trustor, applied to restoration of Trust Property, or applied to the payment of the Indebtedness. Unless Beneficiary and Trustor otherwise agree in writing, any such application of proceeds to Indebtedness shall not extend or postpone the due date of the Note or the payment of any installments called for thereunder.

6. Trustor Not Released: Extension of the time for payment or modification of any amortization of the Indebtedness granted by Beneficiary to any successor in interest of Trustor shall not operate to release in any manner, the liability of Trustor and Trustor's successors in interest. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the Indebtedness by reason of any demand made by Trustor and Trustor's successors in interest.

7. Waiver of Statute of Limitations: Time is of the essence in all of Trustor's obligations and duties hereunder; and to the extent permitted by law, Trustor waives all present or future statutes of limitations with respect to the Indebtedness or any other debt, demand or obligation secured hereby and any action or proceeding for the purpose of enforcing this Deed of Trust or any rights or remedies contained herein.

8. Partnership Existence: Trustor shall do all things necessary to preserve its partnership existence, and all rights and privileges under the laws of the state of its organization.

9. Forbearance by Beneficiary Not a Waiver: Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or the discharge of liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the Indebtedness.

10. Remedies Cumulative: All remedies provided in the Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. Successors and Assigns Bound; Joint and Several Liability; Captions: The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective

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successors and assigns of Beneficiary, Trustee, and Trustor. All covenants and agreements of Trustor shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

12. Notice: Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in the Deed of Trust shall be given by mailing such notice by certified mail, return receipt requested addressed to Trustor at its mailing address set forth above or at any such other address as Trustor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary or Trustee shall be given by certified mail, return receipt requested, to Beneficiary's and Trustee's mailing address stated herein or to such other address as Beneficiary or Trustee may designate by notice to Trustor as provided herein. Any notice provided for in the Deed of Trust shall be deemed to have been given to Trustor, Beneficiary, or Trustee when given in the manner designated herein. No notice shall be filed by Trustor and, if filed, be effective against Trustee and Beneficiary with respect to any aspect of this Deed of Trust unless such notice shall have been given first to the Trustee and the Beneficiary as provided in this paragraph.

13. Governing Law: Severability: This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event any provision or clause of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provisions and to this end the provisions of this Deed of Trust are declared to be severable.

14. Events of Default: Each of the following occurrences shall constitute an event of default hereunder, (hereinafter called an "Event of Default"):

(a) If any portion of the Indebtedness is not paid when due or Trustor shall fail to pay, when due, any principal, interest, or principal and interest, whether by acceleration or otherwise, on the Indebtedness;

(b) any warranty of title made by Trustor herein shall be untrue;

(c) Trustor shall fail to observe or perform any of the covenants, agreements, or conditions in this Deed of Trust;

(d) any representation or warranty made by Trustor on any financial statements or reports submitted to Beneficiary by or on behalf of Trustor shall prove false or materially misleading;

(e) Trustor shall fail to perform or observe any of the covenants, conditions or agreements contained in, or binding upon Trustor under any building loan agreement, security agreement, loan agreement, financing statement, or any other agreement, instrument or document executed by Trustor in connection with the loan evidenced by the Note;

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(f) a trustee, receiver or liquidator of the Trust Property or of Trustor shall be appointed, or any of the creditors of Trustor shall file a petition in bankruptcy against Trustor or for the reorganization of Trustor pursuant to the Federal Bankruptcy Code, or any similar law, whether federal or state, and if such order or petition shall not be discharged or dismissed within thirty (30) days after the date on which such order or petition was filed;

(g) Trustor shall file a petition pursuant to the Federal Bankruptcy Code or any similar law, federal or state, or if Trustor shall be adjudged a bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall consent to the appointment of a receiver of all or any party of the Trust Property;

(h) final judgment for the payment of money shall be rendered against Trustor and Trustor shall not discharge the same, or cause it to be discharged, within thirty (30) days after the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based, or entered, and secure a state of execution pending such appeal;

(i) Trustor shall sell, convey, transfer, pledge, mortgage or assign the Trust Property, or any part thereof, or any interest therein, or shall be divested of its title, or any interest therein, in any manner or way, whether voluntarily or involuntarily, without the written consent of Beneficiary being first had and obtained;

(j) If Trustor is a corporation or partnership and more than fifty percent (50%) of the shares or beneficial interests in such corporation or partnership, as the case may be, shall be transferred or conveyed, whether voluntarily or involuntarily, without the written consent of Beneficiary being first had and obtained; or

(k) Trustor shall fail to properly maintain and preserve the Trust Property, including, but not limited to, the maintenance of the Trust Property free from all hazardous substances and hazardous waste as described in paragraph 34 below.

15. Acceleration of Debt; Foreclosure: Upon the occurrence of any Event of Default, or any time thereafter, Beneficiary may, at its option, declare all the Indebtedness secured hereby immediately due and payable without further notice, presentment, protest, notice of intent to accelerate, demand or action of any nature whatsoever (each of which hereby is expressly waived by Trustor), and the same shall bear interest at the default rate, if any, set forth in the Note, or otherwise at the highest rate permitted by law, and, irrespective of whether Beneficiary exercises said option, it may, at its option and its sole discretion, without any further notice or demand to or upon Trustor, may exercise any and all rights and remedies available at law and in equity, including but not limited to the following:

(a) Beneficiary may enter upon, take immediate and exclusive possession of, manage and

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operate the Trust Property or any part thereof, and all books, records and accounts relating thereto; make repairs and alterations and do any acts which Beneficiary deems proper to protect the security thereof, 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 apply the same, less costs and expenses of operation and collection, hereby and in such order as Beneficiary may determine. If Trustor remains in possession of the Trust Property after an Event of Default and without Beneficiary's prior written consent, Beneficiary may invoke any legal remedies to dispossess Trustor. Upon request of Beneficiary, Trustor shall assemble and shall make available to Beneficiary any of the Trust Property which has been removed. The entering upon and taking possession of the Trust 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 or notice of sale hereunder or invalidate any act done pursuant to any such notice. 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 an Event of 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 may determine without regard to the adequacy of security for the Indebtedness secured hereby.

(b) Beneficiary shall, without regard to the adequacy of any security for the Indebtedness secured hereby, be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession of, protect and manage the Trust Property and operate the same and collect the rents, issues and profits therefrom and Trustor irrevocably consents to such appointment.

(c) Beneficiary may bring any action in any court of competent jurisdiction to foreclose this Deed of Trust or enforce any of the covenants hereof. The purchaser at any foreclosure sale pursuant to this paragraph (c) shall become the legal owner of the Trust Property. All occupants of the Trust Property shall, at the option of such purchaser, become tenants of the purchaser at the foreclosure shall and shall deliver possession thereof immediately to the purchaser upon demand. It shall not be necessary for the purchaser at said sale to bring any action for possession of the Trust Property other than the statutory action of forcible detainer in any justice court having jurisdiction over the Trust Property.

(d) Beneficiary may elect to cause the Trust Property or any part thereof to be sold under the power of sale, and in such event, Beneficiary or Trustee shall give such notice of default and notice of sale as may be then required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, Trustee, at the time and place specified by the notice of sale, shall sell such Trust Property, or any part thereof specified by the notice of sale, shall sell such Trust Property, or any party thereof specified by Beneficiary, at public auction to the highest bidder for cash in lawful money of the United States of America. Upon Receipt of payment

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of the price bid, Trustee shall apply the proceeds in the following order: (i) to the cost and expenses of exercising the power of sale and the sale, including but not limited to, Trustee's fees mutually agreed upon between Trustee and Beneficiary, and reasonable attorney fees, (ii) to the Indebtedness, and (iii) the excess, if any, to the person or persons legally entitled thereto.

(e) Exercise all other rights, remedies and recourses granted under the Note and this Deed of Trust or otherwise available at law or in equity (including an action for specific performance of any covenant contained in the Loan Documents, or a judgment on the Note either before, during or after any proceeding to enforce this Deed of Trust).

It is expressly agreed that all Costs and expenses incurred by Beneficiary in enforcing any right under this Deed of Trust, including without limitation, abstract or title fees, appraisal fees, premiums for title insurance, attorney fees and court costs, shall be and constitute Indebtedness secured hereby.

It is expressly agreed that Beneficiary shall have all rights, remedies and recourses granted in the Note and this Deed of Trust and available at law or equity (including the Nebraska Uniform Commercial Code) (the "UCC"), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated under the Note and this Deed of Trust, or against the Trust Property, or against any one or more of them, at the sole discretion of Beneficiary, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Beneficiary or Trustee in the enforcement of any rights, remedies or recourses under this Deed of Trust or the Note or otherwise at law or equity shall be deemed to cure any Event of Default.

If this Deed of Trust is foreclosed, the Trust Property, or any interest therein, may, at the discretion of Beneficiary, be sold in one or more parcels or in several interests or portions and in any order or manner.

To the fullest extent permitted by law, Trustor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Trustor by virtue of any present or future statute of limitations or law or judicial decision exempting the Trust Property from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of Trustee's election to exercise or his actual exercise of any right, remedy or recourse provided for under the Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

Neither the enforcement of any of the remedies under this Section 15 nor any other remedies afforded to Beneficiary under the Note, at law or in equity shall cause Beneficiary or Trustee to be



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deemed or construed to be a mortgage in possession of the Trust Property, to obligate Beneficiary or Trustee to lease the Trust Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of leases or otherwise.

16. Duties of Trustee: Trustor agrees that:

(a) Duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust and Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be imposed upon Trustee;

(b) No provision of this Deed of Trust shall require Trustee to expend or risk its own funds, or otherwise incur any financial obligation in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers;

(c) Trustee may consult with counsel of its own choosing and the advice of such counsel shall be full and complete authorization and protection in the respect of any action taken or suffered by it hereunder in good faith and reliance thereon; and

(d) Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within its discretion or rights or powers conferred upon it by this Deed of Trust.

(e) Trustee hereby agrees with Beneficiary that Trustee will act for nominal consideration in routine matters (e.g., execution of partial release of security, extension agreements, modification agreements, amendments or satisfactions) with respect to this Deed of Trust. In the event of foreclosure, Trustee will serve for a combined attorney's fee and Trustee's commission in an amount to be agreed upon and mutually satisfactory to Trustee and to Beneficiary. If Beneficiary determines that there shall be a substitute Trustee for any reason, Trustee will supply a recordable resignation at the request of Beneficiary.

17. Security Agreement and Fixture Filing: From the date of its recording, this Deed of Trust shall be effective as and constitute a security agreement and fixture filing under the provisions of the UCC with respect to those fixtures described in the preamble hereof as constituting or which shall become a part of the Trust Property, together with all other property of Trustor, either similar or dissimilar to the same, now or hereafter located at or on the Trust Property. Any notice of sale, disposition or other intended action by Beneficiary with respect to the fixtures sent to Trustor at least five (5) days prior to any action under the UCC shall constitute reasonable notice to Trustor. For this purpose, the following information is set forth:

(a) Name and address of Debtor:

Brook Valley, LTD, a limited partnership  
6410 South 120th Plaza  
Omaha, NE 68137

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(b) Name and address of Secured Party:

Millard Refrigerated Services-Denison  
4715 South 132nd Street  
Omaha, NE 68137  
Attn: Managing Partner

(c) This document covers goods which are to become fixtures.

18. Reconveyance: Upon payment of all Indebtedness secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Trust Property and shall surrender this Deed of Trust and all notes evidencing Indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Trust Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

19. Substitute Trustee: Beneficiary, at its sole and exclusive option, may, from time to time, have the full power to appoint a Successor Trustee to any Trustee appointed hereunder by an instrument recorded. Without conveyance of the Trust Property, the Successor Trustee shall succeed to all title, power and duties conferred upon Trustee herein and by applicable law without further proof of any action.

20. Miscellaneous Rights of Beneficiary: Beneficiary may at any time and from time to time, without notice, consent to the making of any plat of the Trust Property or the creation of any easement thereon or any covenants restricting use or occupancy thereof or agree to alter or amend the terms of this Deed of Trust. Any personal property remaining upon the Trust Property after the Trust Property has been possessed or occupied by Beneficiary, its agent or any purchaser following Trustee's sale, foreclosure, and under any deed in lieu of Trustee's sale or foreclosure, shall be conclusively presumed to have been abandoned by Trustor.

21. Notice to Trustor: Trustor hereby requests that a copy of any notice of default and notice of sale made or executed by Trustee pursuant to the provisions hereof be sent to Trustor at its mailing address set forth hereinabove.

22. Hazardous Waste: The Trustor represents, warrants and covenants to Beneficiary and Trustee as follows:

(a) No hazardous substance or hazardous waste are presently stored or otherwise located on, in or under the Trust Property, and no part of the Trust Property, including the ground water located thereon, is presently contaminated by any such substances or waste and no investigations,

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inquiries, orders or other proceedings by or before any governmental agency are pending or threatened respecting hazardous substances or hazardous waste. For purposes of this instrument, the terms "hazardous, toxic or dangerous waste, substance or material" within the meaning of the Federal Comprehensive Environmental Response, Compensation and Liability Act, or any other Federal, state or local Statute, law ordinance code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at anytime hereafter may be in effect.

(b) Until the Indebtedness is paid in full, all hazardous substances or hazardous waste (as defined above), which may be used by any person for any purpose upon the Trust Property shall be used or stored thereon only in a safe, approved manner, in accordance with all industrial standards and all laws, regulations and requirements for such storage promulgated by any governmental authority, and the Trust Property will not be used for the principal purpose of storing any such substances or waste and no such storage or use will otherwise be allowed on the Trust Property which will cause, or which will increase the likelihood of causing, the release of such substances or waste on, in or under the Trust Property.

(c) Trustor shall promptly notify Beneficiary of any event that would render any representation or warranty contained in this paragraph 22 incorrect in any respect. In such event, Beneficiary may require that all violations of law with respect thereto be corrected and that all necessary governmental permits be obtained all at Trustor's sole expense.

(d) Trustor does hereby indemnify and hold Beneficiary and Trustee, their directors, officers, employees, agents and any successor or successor to their interest in the Trust Property harmless from and against any and all losses, claims, damages, penalties, liabilities, response costs and expenses (including all out-of-pocket litigation costs and the reasonable fees and expenses of counsel) (i) arising out of the inaccuracy, breach or incompleteness of any representation, warranty, or covenant made by Trust in this paragraph 22 or in any document in writing delivered concurrently herewith, or (ii) arising out of any lawsuit brought or threatened, settlement reached, or governmental order relating to the presence, disposal, release or threatened release of any hazardous substance or hazardous waste upon the Trust Property, or (iii) arising out of any violation of any applicable statute or regulation for the protection of the environment which occurs upon the Trust Property; provided that, to the extent that Beneficiary or Trustee is strictly liable under any statute or regulation, Trustor's obligations hereunder shall likewise be without regard to fault on the part of Trustor with respect to the violation of law which results in liability to Beneficiary or Trustee. The indemnification herein provided by Trustor shall continue in full force and effect indefinitely and shall survive the repayment of the Note, any reconveyance of the Trust Property by Trustee, and any foreclosure (whether judicially or pursuant to the power of sale granted herein) or deed in lieu of foreclosure of the Trust Property.

23. TRUSTOR PLEASE NOTE: TRUSTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE UNDER THE CONSTITUTION OF THE STATE OF NEBRASKA OR THE CONSTITUTION OF THE UNITED STATES OF AMERICA TO NOTICE, OR TO A JUDICIAL

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HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DEED OF TRUST TO TRUSTEE OR BENEFICIARY AND WAIVES ITS RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE HERewith ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. TRUSTOR'S WAIVERS UNDER THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY, AND KNOWINGLY AND AFTER TRUSTOR HAS BEEN APPRAISED AND COUNSELED BY ITS ATTORNEYS AS TO THE NATURE THEREOF AND ITS POSSIBLE ALTERNATIVE RIGHTS.

24. Entire Agreement: Modifications: This Deed of Trust and the Note embody the entire agreement and understanding between the Beneficiary and the Trustor with respect to the subject matter hereof, and supersede all prior agreements and understandings between the parties hereto relating thereto. This Deed of Trust may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

25. Successors in Interest: This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, executors, administrators, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the holder and owner, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. Trustor shall not, without the prior written consent of Beneficiary, assign this Deed of Trust or any rights, duties or obligations hereunder.

26. Severability: If any term of this Deed of Trust or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Deed of Trust, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law.

27. Authority: Trustor (and the undersigned representative of Trustor, if any) has full power, authority and legal right to execute this Deed of Trust, and to mortgage, give, grant, bargain, sell, convey, confirm, pledge, hypothecate and assign the Trust Property pursuant to the terms hereof and to keep and observe all of the terms of this Deed of Trust on Trustor's part to be performed.

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IN WITNESS WHEREOF, this Deed of Trust has been duly executed the day and year first above written.

BROOK VALLEY II, LTD

BY: Prime Realty, Inc.  
Its General Partner

BY: James V. McCart  
James V. McCart  
Its President

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

On this 6 day of August, 1997, before me, a notary public in and for said county, personally came James V. McCart, President of Prime Realty, Inc., known to me to be the identical person who signed the foregoing Deed of Trust and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said corporation, as General Partner of Brook Valley II, LTD.

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



Jean M. Lindauer  
Notary Public

EXHIBIT A- 97-17367M

Part of the Southwest 1/4 (SW1/4) of Section 17 and part of the Northwest 1/4 (NW1/4) of Section 20, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the Southwest corner of the Northwest 1/4 (NW1/4) of Section 20; thence N87°38'59"E (assumed bearing), 33.00 feet along the South line of the Northwest 1/4 (NW1/4) of Section 20 to the point of beginning; thence N02°21'20"W, 1957.47 feet parallel with and 33.00 feet East of the West line of the Northwest 1/4 (NW1/4) of Section 20; thence N87°38'40"E, 17.00 feet; thence N08°35'06"E, 404.14 feet; thence N37°03'49"E 260.01 feet; thence N87°28'35"E, 746.65 feet; thence N49°30'12"E, 92.64 feet; thence N87°28'35"E 205.30 feet; thence N34°04'32"E, 180.63 feet; thence N79°00'13"E, 257.16 feet to a point of curvature; thence easterly along a curve to the right having a radius of 2201.85 feet an arc distance of 749.04 feet; thence S81°30'19"E, 82.14 feet; thence S24°34'46"E, 238.10 feet; thence S02°15'14"E, 115.00 feet; thence N87°44'46"E, 17.00 feet; thence S02°15'14"E, 2434.06 feet parallel with and 33.00 feet West of the East line of the Northwest 1/4 (NW1/4) of Section 20 to a point on the South line of the Northwest 1/4 (NW1/4) of Section 20; thence S87°38'59"W, 2573.61 feet along the South line of the Northwest 1/4 (NW1/4) of Section 20 to the point of beginning.

EXCEPTING THEREFROM any portion of the land lying within the Right-of-Way and adjacent land granted under the terms of the "Pacific Railroad Acts"; AND

EXCEPTING THEREFROM any and all mineral interests in and to the land.