FILED SARPY CO. NE. INSTRUMENT NUMBER 204-20430

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Slow Deeps. Deeps

THE ATTACHED DEED OF TRUST IS RERECORDED TO CORRECT THE LEGAL DESCRIPTION ATTACHED AS EXHIBIT A.

FILED SARPY CO. NE.

REGISTER OF DEEDS

COUNTER VERIFY PROG FEES S CHECK CASH CREDIT DEFUND NCR SHORT

FOR RECORDER'S USE ONLY

CONSTRUCTION DEED OF TRUST THIS DEED OF TRUST IS A CONSTRUCTION SECURITY AGREEMENT WITHIN THE MEANING OF THE NEBRASKA CONSTRUCTION LIEN ACT

THIS DEED OF TRUST is dated February 28, 2004, among ASHFORD HOLLOW, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, whose address is 11011 "Q" STREET, STE. 101A, OMAHA, NE 68137 ("Trustor"); Great Western Bank, whose address is Harvey Oaks, 6015 N.W. Radial Hwy., P.O. Box 4070, Omaha, NE 68104-0070 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and GREAT WESTERN BANK, whose address is PO BOX 4070, OMAHA, NE 68104-0070 (referred to below as "Trustee")

CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustee in trust, WITH POWER OF SALE, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in SARPY County, State of Nebraska:

See SEE ATTACHED EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 48TH & HWY 370, PAPILLION, NE 68046.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Trustor to Lender, or any one or more of them, as well as all claims by Lender against Trustor or any one or more of them, as well as all claims by Lender against Trustor or any one or more of them, as well as all claims by Lender against Trustor or any one or more of them, have the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Trustor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and Interest in and to all present and fulture leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security Interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF TRUSTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN TRUSTOR AND LENDER OF EVEN DATE HEREWITH. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

CONSTRUCTION MORTGAGE. This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Nebraska.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and testers to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of tender to Trustor or to any other person. The provisions of the Armonda of the Property with this section of the Deed of Trust name and (2) agrees to indemnity and hold harmless Lender against any and all claims, losses, liabilities, damages, penaltie Property, whether by foreclosure or otherwise.

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Loan No: 5151451

DEED OF TRUST (Continued)



Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Walver of Homestead Exemption. Trustor hereby releases and walves all rights and benefits of the homestead exemption laws of the State of Nebraska as to all Indebtedness secured by this Dead of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Great Western Bank, and its successors and assigns.

Borrower. The word "Borrower" means ASHFORD HOLLOW, L.L.C. and includes all co-signers and co-makers signing the Note.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and Includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Dead of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99–499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or ilsted under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with Interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Great Western Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated February 28, 2004, in the original principal amount of \$4,118,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO TRUSTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, Interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantles, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profils, and other benefits derived from the Property.

Trustee. The word "Trustee" means GREAT WESTERN BANK, whose address is PO BOX 4070, OMAHA, NE 68104-0070 and any substitute or successor frustees.

Trustor. The word "Trustor" means ASHFORD HOLLOW, L.L.C..

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

ASHFORD HOLLOWIL

JOHN C. CZERWINSKI, Manager of ASHFORD HOLLOW, L.L.C.

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Loan	No:	5151451

DEED OF TRUST (Continued)

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liability company that executed the Deed of Trust and liability company, by authority of statute, its articles of c) 38) 38) 38) 39) 39) 39) 39) 39) 39) 39) 39
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REQUES (To be use To: The undersigned is the legal owner and holder of all It been fully paid and satisfied. You are hereby directed pursuant to any applicable statute, to cancel the Note and to reconvey, without warranty, to the parties design. Trust. Please mall the reconveyance and Related Docu	TFOR FULL RECONVEYANCE d only when obligations have been paid in full), Trustee ndebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have , upon payment to you of any sums owing to you under the terms of this Deed of Trust or secured by this Deed of Trust (which is delivered to you together with this Deed of Trust) nated by the terms of this Deed of Trust, the estate now held by you under this Deed of
To:	TFOR FULL RECONVEYANCE d only when obligations have been paid in full), Trustee ndebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have , upon payment to you of any sums owing to you under the terms of this Deed of Trust or secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), mated by the terms of this Deed of Trust, the estate now held by you under this Deed of ments to:

TA-47749

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

Lots 1 through 145, inclusive, in TWIN CREEK ESTATES, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, now known as:

Lot 1 in, TWIN CREEK ESTATES, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska,

AND

Lots 2 through 152, in ASHFORD HOLLOW, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

PARCEL 2:

That part of Tax Lot 12C1 in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 29, Township 14 North, Range 13 East of the 6th P.M., in Sarpy County, Nebraska, lying South and West of the following described tract:

Commencing at the Southwest corner of the Southwest Quarter of Section 29; thence North 01°25'53" West (assumed bearing), for 586.12 feet, along the West line of the Southwest Quarter of Section 29, to the true Point of Beginning; thence continuing North 01°25'53" West, for 308.11 feet, along said West line, to the South right-of-way line of the former Union Pacific Railroad; thence South 63°58'49" East, for 2,020.25 feet, along said South right-of-way line, to the South line of the Southwest Quarter of Section 29; thence South 89°45'13" West, for 667.13 feet, along the South line of the Southwest Quarter of Section 29; thence North 58°41'39" West, for 238.61 feet; thence North 63°59'22" West, for 1,042.36 feet, to the Point of Beginning.