

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2004-30508

2004 AUG -6 P 3:03 PM

*Glenn J. Lowrey*  
REGISTER OF DEEDS

COUNTER 2 C.E. PLM  
VERIFY AB DE PLM  
PROOF AB  
FEES \$ 65.50  
CHECK# 212275  
CHG          CASH           
REFUND          CREDIT           
SHORT          NCR 50¢

When Recorded, Return To:

*AR* Jon E. Blumenthal  
c/o Baird Holm  
1500 Woodmen Tower  
Omaha, Nebraska 68102

DEED OF TRUST

THIS DEED OF TRUST ("Deed of Trust") is made effective as of July 26, 2004, by and among the below-named parties:

Trustor: BELLBROOK DEVELOPMENT, L.L.C., a Nebraska limited liability company  
Address: c/o Alden B. Averkamp, CPA  
10822 Old Mill Road, Suite One  
Omaha, Nebraska 68154-2645

Trustee: JON E. BLUMENTHAL, an attorney licensed to practice in the State of Nebraska  
Address: c/o Baird, Holm, McEachen, Pedersen, Hamann & Strasheim LLP  
1500 Woodmen Tower  
Omaha, Nebraska 68102

Beneficiary: BENNINGTON COMPANY, a Nebraska corporation  
Address: c/o Alden B. Averkamp, CPA  
10822 Old Mill Road, Suite One  
Omaha, Nebraska 68154-2645

For good and valuable consideration, Trustor irrevocably grants, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Deed of Trust, the real property located in Sarpy County, Nebraska, and legally described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter called the "Property"), together with all buildings and improvements or hereafter erected upon the Property (hereinafter called the "Improvements").

The Property and Improvements are hereinafter collectively called the "Mortgaged Property."

PROVIDED, HOWEVER, that these presents are upon the condition that, if the obligations secured hereby shall be paid when due, and if the Trustor shall keep, perform and observe all and singular the obligations, covenants, agreements and provisions in this Deed of Trust expressed to be kept, performed by and observed by or on the part of the Trustor, then the Trustee, its successors and assigns, shall reconvey and release the Mortgaged Property.

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A

THIS DEED OF TRUST SHALL SECURE THE FOLLOWING INDEBTEDNESS AND OBLIGATIONS:

(a) The payment of the debt to the Beneficiary evidenced by the Trustor's Promissory Note (the "Promissory Note") dated effective June 1, 2004, in the principal sum of Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00) together with interest, and upon the terms provided in the Promissory Note and any and all renewals, modifications and extensions of the Promissory Note;

(b) The performance of each agreement between the Trustor and Beneficiary and the performance of the covenants of the Trustor in this Deed of Trust; and

(c) The payment of any sum or sums with interest thereon which may later arise under the terms of this Deed of Trust or may be advanced to be secured by this Deed of Trust.

The indebtedness and the obligations secured by this Deed of Trust which are described in (a) through (c) above may be referred to herein as the "Secured Obligations."

SECTION 1. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF TRUSTOR.

To protect the security of this Deed of Trust, Trustor hereby covenants, represents, warrants and agrees as follows:

1.1 Obligation. Trustor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Promissory Note, and all other charges and fees provided in the Promissory Note or secured by this Deed of Trust, and the principal of and interest on any future advances secured by this Deed of Trust.

1.2 Warranty of Title. Trustor is lawfully seized and possessed of good and indefeasible title and estate to the Mortgaged Property hereby conveyed and has the right to grant and convey the Mortgaged Property; the Mortgaged Property is free and clear of all liens and encumbrances; and Trustor shall warrant and defend the title to the Mortgaged Property against all claims and demands.

1.3 Maintenance of Mortgaged Property.

1.3.1 Good Condition or Repair. Trustor shall keep the Mortgaged Property in good condition and repair; shall not commit or suffer waste; shall not do or allow anything to be done which will increase the risk of fire or other casualty to the Mortgaged Property or diminish the value of the Mortgaged Property except reasonable wear and tear and may add any building or improve the Mortgaged Property so long as the same are done in accordance with the applicable codes, rules and regulations of proper governmental authority.

1.3.2 Condemnation. If the Mortgaged Property or any part thereof is condemned, Trustor shall give immediate written notice of the event to the Beneficiary. Trustor shall pay any proceeds from the condemnation award to the Beneficiary.

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1.3.3 Inspection. The Beneficiary or its representative is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours.

1.3.4 Compliance with Laws. The Trustor shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

1.4 Insurance.

1.4.1 Insurance Policies. Trustor shall maintain (1) liability insurance for the benefit of the Beneficiary and Trustee to protect the Beneficiary and Trustee from any and all claims of personal injury or property damage arising from or out of the Mortgaged Property with single limits of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00); (2) insurance against loss or damage to the Improvements by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage" in an amount not less than the original amount of the Promissory Note or the full replacement cost of the Improvements, whichever is greater, and (3) other insurance normal and customary for owners and operators of similar property. Further, Beneficiary may require any other reasonable insurance to protect the Mortgaged Property. All insurance shall be paid for by the Trustor, shall be in form and by company approved by the Beneficiary, shall insure the Beneficiary, Trustee and Trustor as their interests appear, and shall provide that the insurance company shall notify the Beneficiary in writing at least thirty (30) days before any cancellation or termination becomes effective as to the Beneficiary.

1.4.2 Proof of Insurance, Advancements. Trustor shall provide the Beneficiary proof of insurance required by this Deed of Trust before advancement of funds under the Promissory Note and within fifteen (15) days prior to the expiration of each such policy. If the Trustor fails to provide insurance, the Beneficiary may declare the Promissory Note and Deed of Trust in default. Beneficiary may purchase such insurance as necessary to protect the Mortgaged Property, Beneficiary or Trustee. The cost of the insurance so purchased with interest shall be deemed an advancement to protect the Mortgaged Property and shall be secured by this Deed of Trust until payment is made by Trustor in the amount of the cost of the insurance together with interest thereon at the Note Rate provided by the Promissory Note.

1.4.3 Notice of Loss. In the event of loss, Trustor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Trustor.

1.4.4 Insurance Proceeds. Insurance proceeds shall be applied to the restoration or repair of the Mortgaged Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Trustor. If the Mortgaged Property is abandoned by Trustor, or if Trustor fails to respond to Beneficiary within thirty (30) days from the date notice is given in accordance with Section 6.2 by Beneficiary to Trustor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds, at Beneficiary's option, either to restoration or repair of the Mortgaged Property or to the sums secured by this Deed of Trust.

1.4.5 No Effect on Installments. Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Section 1.1, or change the amount of such

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installments. Notwithstanding anything herein to the contrary, if under Section 5 the Mortgaged Property is acquired by Beneficiary, all right, title and interest of Trustor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Mortgaged Property prior to the sale or acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

1.4.6 Respective Rights. All of the rights of Trustor and Beneficiary hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

1.5 Taxes, Assessments and Charges.

1.5.1 Payment of Taxes. Trustor shall pay all taxes, including greenbelt taxes, assessments, liens and other charges, including utility charges, which may affect the Mortgaged Property as they are due and before they are delinquent. Trustor shall provide Beneficiary proof of payment of said taxes within fifteen (15) days after such tax is due. Trustor shall pay all taxes and assessments which may be levied upon Beneficiary's interest herein or upon this Deed of Trust without regard to any law in effect or that may be enacted imposing payment of the whole or any part therefor upon the Beneficiary.

1.5.2 Failure to Make Payments. If Trustor fails to make the payments required herein, the Beneficiary may declare the Promissory Note and Deed of Trust in default. In addition, Beneficiary may pay such amounts necessary to protect the Mortgaged Property. The amount of such payment together with interest at the Note Rate provided in the Promissory Note shall be deemed an advancement to protect the Mortgaged Property and shall be secured by this Deed of Trust.

1.6 Condemnation. Condemnation under this Deed of Trust shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof. Upon condemnation, the Beneficiary may declare the entire indebtedness secured by the Deed of Trust due and payable. The Trustor assigns all rights to compensation or relief for condemnation to the Beneficiary, who may proceed for just compensation in the name of the Trustor or Beneficiary. The proceeds recovered hereunder shall be applied first to the indebtedness secured by this Deed of Trust, then to any subordinate encumbrance, and then to the Trustor. The Trustor agrees to make such further assignments as necessary to give this provision effect.

1.7 Additional Liens and Protection of Mortgaged Property and Subrogation.

1.7.1 Protection of Mortgaged Property. Beneficiary in its sole discretion may make any payment, expend or advance any funds it deems necessary to protect the Mortgaged Property. Such payment, expenditures or advancements with interest shall be construed to be an advancement to protect the Mortgaged Property and shall be secured by this Deed of Trust.

1.7.2 Additional Security. In the event Beneficiary at any time holds additional security for any of the Secured Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently with or after any sale is made hereafter.

1.7.3 Additional Indebtedness. The Trustor shall not further encumber the Mortgaged Property or any portion thereof (including, without limitation, secured transactions under the UCC) without the prior written consent of Beneficiary.

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1.7.4 Subrogation. Beneficiary is subrogated to the claim and liens of all parties whose claims and liens are discharged or paid with the proceeds of the indebtedness secured hereby. The Beneficiary is further subrogated to the Trustor for all insurance proceeds, claims or damages to the Mortgaged Property.

1.8 Environmental Pollutants.

1.8.1 Definition. For purposes of this Deed of Trust, "Environmental Pollutant" shall mean any pollutant, contaminant, solid waste or hazardous or toxic waste, substance or material defined as such pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601, et seq.), or any other Federal, state or local environmental law, statute, code, rule, regulation, order, decree or ordinance (collectively referred to as "Environmental Requirements").

1.8.2 Representations and Warranties. Trustor represents, covenants and warrants that the Mortgaged Property is not being used nor has it ever been used for any activities involving Environmental Pollutants nor have Environmental Pollutants been discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on or under the Mortgaged Property. No Environmental Pollutant or Environmental Pollutant storage facility is presently situated on the Mortgaged Property.

1.8.3 Indemnification. Trustor shall, and does hereby agree to, indemnify and hold Beneficiary harmless from any actions, claims, damages, liabilities, remedial action costs and other costs, including without limitation, court costs, attorneys' fees, punitive damages, civil penalties and criminal penalties, which may result in connection with any Environmental Pollutant which is related to the Mortgaged Property or which is now or hereafter located above, in, on, under or around the Mortgaged Property. Any such indemnification shall survive the termination of this Deed of Trust, whether such termination occurs as a result of the Trustor, whether such termination occurs as a result of the exercise by Beneficiary of its rights and remedies hereunder or as a result of payment of the Promissory Note or otherwise.

1.8.4 Compliance with Environmental Requirements. If at any time it is determined that the Mortgaged Property, any activity related to the Mortgaged Property or an Environmental Pollutant above, in, under, from or around the Mortgaged Property is subject to regulation under Environmental Requirements, including without limitation, environmental permit requirements or environmental abatement, corrective, remedial or response action, Trustor shall, at Trustor's sole expense, commence with due diligence, within thirty (30) days after receipt of notice thereof, or sooner if required by applicable law, and continue with due diligence to take all appropriate action to comply with all such regulations. If at any time it is determined that radon is present in an unacceptable level above, in, on, under, from or around the Mortgaged Property, Trustor shall, at Trustor's sole expense, commence with due diligence, within thirty (30) days after receipt of notice thereof, or sooner if required by applicable law, and continue with due diligence to take all appropriate action to reduce the radon exposure to an acceptable level.

1.8.5 Notification to Beneficiary. Immediately upon obtaining knowledge thereof, Trustor shall notify Beneficiary in writing of:

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1.8.5.1 Proceedings. Any proceeding or inquiry by any governmental authority with respect to the presence or release of any Environmental Pollutant above, in, on, under, from or around the Mortgaged Property;

1.8.5.2 Claims. All claims made or threatened by any third party relating to any damage, loss or injury resulting from any Environmental Pollutant; and

1.8.5.3 Radon. The presence of radon above, in, on, under, from or around the Mortgaged Property in unacceptable levels.

1.8.6 Rights of Beneficiary. Beneficiary shall have the right:

1.8.6.1 Reasonable Suspicion. At any time that Beneficiary reasonably suspects the presence of asbestos or radon or of an Environmental Pollutant subject to regulation under Environmental Requirements above, in, on, under, from or around the Mortgaged Property; or

1.8.6.2 Qualified Independent Environmental Audit. Upon and after default of any of the terms and conditions of Section 1.8 hereof, to require Trustor, at the sole cost and expense of Trustor, to employ a qualified independent environmental auditor, acceptable to Beneficiary, to conduct an environmental audit of the Mortgaged Property to determine whether there is any asbestos, radon or Environmental Pollutant above, in, on, under, from or around the Mortgaged Property, such that the Mortgaged Property, any activity related to the Mortgaged Property or the Environmental Pollutant is subject to regulation under Environmental Requirements. Beneficiary shall instruct such auditor to conduct such audit in such a manner as to minimize interference with the operation of the Mortgaged Property.

1.9 Transfer of the Mortgaged Property; Assumption. If all or part of the Mortgaged Property herein is sold, transferred or otherwise conveyed by Trustor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust; (b) the grant of any leasehold interest of three (3) years or less not containing an option to purchase; or (c) such grant of a leasehold interest as may be approved in writing by the Beneficiary, such action is a breach of this Deed of Trust, and Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be due and payable, or cause the Trustee to file a Notice of Default. Beneficiary shall have waived such option to accelerate if, prior to the sale, transfer or conveyance, Beneficiary and the person to whom the Mortgaged Property is to be sold or transferred reach an agreement in writing that the credit of such person is satisfactory to the Beneficiary and that the interest payable on the sum secured by this Deed of Trust shall be at such rate as Beneficiary shall request, but no transfer or conveyance shall release Trustor from liability on the obligation secured hereby.

## SECTION 2. BENEFICIARY'S POWERS.

Without affecting or releasing the liability of the Trustor or any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of all unpaid obligations, the Beneficiary may from time to time and without notice at the request of the Trustor (a) release any person so liable; (b) extend or renew the maturity or alter any of the terms of such obligation; (c) grant other indulgences; (d) release or reconvey or cause to be

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released or reconveyed at any time at the Beneficiary's option any portion or all of the Mortgaged Property; (e) take or release any other or additional security for any obligation herein mentioned; or (f) make compositions or other arrangements with debtors in relation thereto. Beneficiary may, in its sole discretion, (i) inspect the Mortgaged Property at any reasonable time; (ii) require such additional security as may be reasonable; and (iii) substitute the Trustee herein with any person, entity or corporation qualified to so act. The attorneys of the Beneficiary or one of them may now or subsequently be designated the Trustee herein and may perform for the Beneficiary duties as counsel and Trustee. Trustor shall be obligated and bound by the actions of the Beneficiary or any Trustee as herein stated.

### SECTION 3. EVENTS OF DEFAULT AND REMEDIES UPON DEFAULT.

#### 3.1 Default, Remedies, Acceleration, Sale.

3.1.1 Default. If there should be an Event of Default on the Promissory Note or (1) if the Trustor does not perform any of the covenants of this Deed of Trust; (2) if Trustor fails to observe any covenant or condition in any document between Trustor and Beneficiary; or (3) if the Beneficiary has expended sums to protect this Security, then the Trustor has breached this Deed of Trust, is in default and the Beneficiary may declare a default and may declare all sums secured hereby immediately due and payable and such sums shall become due and payable without presentment, demand, protest or notice of any kind except as may be provided in the Promissory Note. In addition or in the alternative, Beneficiary may deliver to Trustee a written declaration of default and deed for sale. Trustor agrees and hereby grants that the Trustee shall have the power of sale of the Mortgaged Property and if the Beneficiary decides the Mortgaged Property is to be sold, the Beneficiary shall deposit with Trustee this Deed of Trust and the Promissory Note and any other documents evidencing expenditures secured hereby, and shall deliver to Trustee a written notice of default and election to cause the Mortgaged Property to be sold, and Trustee, in turn, shall prepare a similar notice in the form required by law, which shall be duly filed for record by the Trustee.

3.1.1.1 Sale of Mortgaged Property. The Trustee shall proceed to sell the Mortgaged Property complying with the Nebraska Trust Deeds Act in regard to notice, time and manner of sale. The Trustee may sell the Mortgaged Property in one or more parcels or with other parcels and in such order as the Trustee may designate, at public auction to the highest bidder, purchase price payable in cash or as otherwise suitable. The Trustee may postpone the sale from time to time. The Trustee shall execute and deliver to the purchaser a trustee's deed conveying the Mortgaged Property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation, Beneficiary or Trustee, may purchase at the sale.

3.1.1.2 Application of Sale Proceeds. When Trustee sells pursuant to the power herein, Trustee shall apply the proceeds of the sale to the payment of the costs and expenses of exercising the power of sale and of the sale, including, without limitation, the payment of the Trustee's fees incurred. Trustee's fees hereunder shall be deemed reasonable if they are no greater than 5% of the balance of the original amount secured hereby, plus all costs and expenses of the trustee in performance of his duties, including attorney fees, not otherwise paid as costs, and expenses of exercising the power of sale and of the sale. After the payment of Trustee's fees, if the sale is by a Trustee, or the

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proper court and other costs of foreclosure and sale pursuant to judicial foreclosure, the proceeds of sale shall be applied in the order stated below to the payment of:

- (1) Attorney's fees and costs of collection;
- (2) Cost of any evidence of title procured in connection with such sale and any revenue or tax deed to be paid;
- (3) All obligations secured by this Deed of Trust; and
- (4) The remainder, if any, to the person legally entitled thereto.

3.1.2 Sums Advanced to Protect Mortgaged Property. Beneficiary may advance such sums as Beneficiary, in its discretion deems reasonable to protect the Mortgaged Property. Sums advanced to protect the Mortgaged Property whether specifically enumerated as such herein or reasonably construed to be so advanced shall become the obligation of the Trustor. The payment of such sums together with the interest thereon shall be secured by this Deed of Trust. The interest rate for sums advanced to protect the Mortgaged Property shall be at the Note Rate provided in the Promissory Note.

3.2 Trustor's Right to Reinstate. If within one (1) month of the recording of a Notice of Default under this Deed of Trust, if the Power of Sale is to be exercised, Trustor meets certain conditions, Trustor shall have the right to have enforcement of this Deed of Trust discontinued. Those conditions are that Trustor: (a) pays Beneficiary all sum which then would be due under this Deed of Trust and the Promissory Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's rights in the Mortgaged Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unchanged. Upon reinstatement by Trustor, this Deed of Trust and the obligations secured hereby shall bear interest at the date such sums were due, or the highest rate allowed as if no acceleration had occurred.

3.3 Remedies Not Exclusive. The remedies provided in this Agreement shall not be exclusive. Upon the default of the Trustor, the Beneficiary may seek relief by any legal or equitable means including the conventional foreclosure of the Mortgaged Property. The Beneficiary may seek to enforce the agreements here made in such order and manner as Beneficiary sees fit. No remedy is intended to be exclusive but each shall be cumulative. Every power or remedy provided under this Deed of Trust to the Trustee or Beneficiary or to which either of them may otherwise be entitled by law may be exercised concurrently or independently as often as is deemed necessary by the Trustee or Beneficiary or either of them and either of them may pursue inconsistent remedies. The Beneficiary or Trustee may proceed to pursue a deficiency judgment against the Trustor to the extent such action is permitted by law.

3.4 Attorney's Fees, Costs and Expenses. Trustor agrees to pay all fees, costs and expenses including attorney's fees expended by the Beneficiary or the Trustee to collect any sum due hereunder or enforce this Deed of Trust. Such sums shall be deemed an advancement to protect the Mortgaged Property when paid by the Beneficiary; provided further, however, that this section does not apply to the Trustee fee referred to in Section 3.1.1.2.



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SECTION 4.

MISCELLANEOUS.

4.1 Reconveyance by Trustee. Upon written request of the Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Promissory Note to the Trustee for cancellation and retention and upon payment by the Trustor of the Trustee's fees, the Trustee shall reconvey to the Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Mortgaged Property then held hereunder. The recitals and such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in any reconveyance may be described as "The person or persons legally entitled thereto."

4.2 Notices.

4.2.1 Notice. Notice as required by the Nebraska Trust Deeds Act shall be given. Except as provided herein and wherever permissible by law Trustors waive notice. Notices may be sent to the parties at their addresses as listed in this Deed of Trust or as otherwise changed. All notices required herein shall be in writing. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto a notice of such change. Any notice hereunder shall be deemed to have been given when placed within the U.S. mail, postage prepaid, addressed to the address of the party as listed herein or as properly changed.

4.2.2 Mailing Notice. Trustor, Beneficiary and Trustee request that a copy of any notice provided hereunder, provided according to applicable law or provided by the terms of any other security agreement covering the Mortgaged Property herein, be mailed to them at the addresses provided above.

4.3 Forbearance by Beneficiary and Waiver. Any forbearance by Beneficiary to Trustee, Trustor or anyone, 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 hereunder. Likewise, the waiver by Beneficiary to Trustee of any default of Trustor under this Deed of Trust shall not be deemed to be a waiver of any other or similar defaults subsequently occurring. No waiver shall be construed against the Beneficiary unless such waiver shall be express and in writing signed by the Beneficiary.

4.4 Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska.

4.5 Successors and Assigns. This Deed of Trust, and all terms, conditions and obligations herein, apply to and inure to the benefit of and binds all parties hereto, their heirs, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Promissory Note, whether or not named as a beneficiary herein.

4.6 Severable. In the event any one or more provisions of this Deed of Trust shall be held invalid, illegal or unenforceable, such provision, at the option of the Beneficiary, shall not affect any other provision of this Deed of Trust but the Deed of Trust shall be meant and construed as if such provision had never been a part thereof. If any portion of the debt becomes unsecured for any reason, then at the option of the Beneficiary, any and all payments made hereunder may be declared to first apply to the portions of the debt that have become or are unsecured.

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4.7 Acceptance by the Trustee. The Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

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

TRUSTOR:

BELLBROOK DEVELOPMENT, L.L.C.,  
a Nebraska limited liability company

By: Barbara Udes Shaw  
Barbara Udes Shaw  
Its Manager

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

On this 2nd day of <sup>August</sup> ~~July~~, 2004, before me, a Notary Public in and for said County and State, personally appeared the above named Barbara Udes Shaw, as Manager of Bellbrook Development, L.L.C., personally known to me to be the identical person who executed the above and foregoing Deed of Trust and acknowledged the execution thereof to be her voluntary act and deed, on behalf of the company.

Jana L. McDonald  
Notary Public



K

EXHIBIT "A"

The Property

TRACT 1

THE EAST HALF OF THE NORTHEAST QUARTER (E 1/2 NE 1/4) OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA, SUBJECT TO PUBLIC ROADS AND/OR HIGHWAYS.

LESS AND EXCEPT: A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, AND MORE FULLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE N00°41'34"E, (AN ASSUMED BEARING), ON THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 195.08 FEET; THENCE: S89°57'55"W, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE: CONTINUING S89°57'55"W, A DISTANCE OF 620.05 FEET; THENCE: N00°41'34"E, A DISTANCE OF 707.58 FEET; THENCE: S89°18'26"E, A DISTANCE OF 620.00 FEET; THENCE: S00°41'34"W, A DISTANCE OF 699.71 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 10.015 ACRES MORE OR LESS, ALSO KNOWN AS LOT 1, BELLBROOK, A SUBDIVISION OF SARPY COUNTY, NEBRASKA.

TRACT 2

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW 1/4 NE 1/4) OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA, SUBJECT TO PUBLIC ROADS AND/OR HIGHWAYS.

TRACT 3

THE EAST HALF OF THE NORTHWEST QUARTER (E 1/2 NW 1/4) OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA, SUBJECT TO PUBLIC ROADS AND/OR HIGHWAYS.

TRACT 4

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 18;

THENCE ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, NORTH 02 DEGREES 19 MINUTES 56 SECONDS WEST, A DISTANCE OF 1320.96

2004-30508L

FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, NORTH 86 DEGREES 53 MINUTES 45 SECONDS EAST, A DISTANCE OF 1318.84 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SOUTH 02 DEGREES 20 MINUTES 58 SECONDS EAST, A DISTANCE OF 1321.42 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE ALONG THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SOUTH 86 DEGREES 54 MINUTES 58 SECONDS WEST, A DISTANCE OF 1319.23 FEET TO THE POINT OF BEGINNING.

SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER CONTAINS 40.00 ACRES, MORE OR LESS. THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER ASSUMES TO BEAR SOUTH 86 DEGREES 54 MINUTES 58 SECONDS WEST FOR THIS DESCRIPTION.