

MARY F. NOLTE

DOUGLAS COUNTY BANK & TRUST CO.

ACKNOWLEDGMENT

The undersigned hereby acknowledges and understands that (s) the document to be executed is a trust deed ("Deed of Trust"), and not a mortgage and the power of sale provided for in the Deed of Trust provides substantially different rights and obligations to the Trustor than a mortgage in the event of a default or breach of obligation, including but not limited to the Beneficiary's right to have the real property which is described in the Deed of Trust sold by the Trustee without any judicial proceeding or foreclosure. The undersigned further represents and agrees that this certification has been read and executed in connection with, but prior to, the undersigned's execution of the following Deed of Trust.

Dated this _____ day of _____, 19____.

THIS ACKNOWLEDGEMENT MUST BE SIGNED PRIOR TO EXECUTION OF THE DEED OF TRUST

DEED OF TRUST

CONSTRUCTION SECURITY AGREEMENT

THIS DEED OF TRUST, made this 24TH day of FEBRUARY, 1994, by and among CINNAMON CREEK LAND CORP., A NEBRASKA CORPORATION whose mailing address is 11213 DAVENPORT STREET, OMAHA, NE 68154

(herein "Trustor"); and DOUGLAS COUNTY BANK & TRUST CO.

whose mailing address is 6015 N.W. RADIAL HWY., OMAHA, NE 68104

(herein "Trustee") and DOUGLAS COUNTY BANK & TRUST CO.

whose mailing address is 6015 N.W. RADIAL HWY., OMAHA, NE 68104 (herein "Beneficiary").

FOR VALUABLE CONSIDERATION, Trustor irrevocably grants, transfers, 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 following described real property, located in DOUGLAS County, Nebraska:

SEE ATTACHED LEGAL DESCRIPTION.

IT IS UNDERSTOOD BY THE BORROWER AND LENDER THAT THIS INSTRUMENT WHICH IS SECURED BY THE ABOVE REFERRED PROPERTY, IS A CONSTRUCTION SECURITY AGREEMENT AND THAT IT DOES OR WILL SECURE AN OBLIGATION WHICH THE BORROWER HAS OR WILL INCUR FOR THE PURPOSE OF MAKING AN IMPROVEMENT OR IMPROVEMENTS ON PROPERTY HEREINBEFORE DESCRIBED.

TOGETHER WITH, all rents, profits, royalties, income and other benefits derived from the real property; all leases or subleases covering the real property or any portion thereof, now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder; all interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the real property; all easements, rights-of-way, appurtenances, hereditaments and appurtenances thereof and thereto; all oil and gas rights and profits, water rights and water stock; all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street or highway adjoining the real property; and any and all buildings, fixtures, improvements, and appurtenances now or hereafter erected thereon or belonging thereto, (herein referred to as "Improvement" or "Improvements"). All of the foregoing property and interests conveyed to Trustee are herein collectively referred to as the "Property."

This Deed of Trust is given to secure the repayment of the obligations due under a certain promissory note dated FEBRUARY 24, 1994 in the original principal sum of ONE MILLION NINE HUNDRED THOUSAND AND NO/100 Dollars (\$ 1,900,000.00*), with a final maturity date of OCTOBER 1, 1997 (herein referred to as the "Note") and interest thereon according to the terms of Note with any and all extensions, renewals, modifications, or substitutions thereof and each and every debt, liability and obligation of every type and description, including guarantees or accommodations, which the Trustor may now, or at any time hereafter, owe or be obligated to the Beneficiary whether such debt, liability, or obligation now exists or hereafter arises, is direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several. The Note and all such debts, liabilities, and obligations are all collectively hereinafter referred to as "Obligations."

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 and / or insurance of the Property or the Beneficiary's interest therein, shall not exceed the sum of ONE MILLION NINE HUNDRED THOUSAND AND NO/100* Dollars (\$ 1,900,000.00*). PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL CONSTITUTE A COMMITMENT TO MAKE ADDITIONAL OR FUTURE LOANS OR ADVANCES IN ANY AMOUNTS.

Just BY DORE 5249/546

04275# BK 4281 R 9-14-11 FB 01-10000
TYPE MP PG 147-151 O/O COMP SCAN MP
FR 75 OF 147 LEGL PG 151 MC FV

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MAR 2 9 58 AM '94
GEORGE J. BUCSEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, N

21. Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or Obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any other agreement executed in connection herewith or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy provided under this Deed of Trust to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

22. Transfer of the Property. If all or any part of the Property or interest therein is sold, transferred or otherwise conveyed by Trustor without Beneficiary's prior written consent (excluding (a) the creation of a purchase money security interest for household appliances, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (c) the granting of any leasehold interest of three (3) years or less which does not contain an option to purchase), such action is an event of default under this Deed of Trust.

23. Warranty and Indemnification Regarding Hazardous Substances. Trustor warrants to Beneficiary and Trustee that the Property is free and clear of all hazardous substances and there are no claims or allegations of the existence of such hazardous substance in or on the Property, and there does not now exist any claim for expenses, costs, damages, or losses related to said hazardous substance or the cleanup of such substances. Trustor agrees to indemnify and hold Trustee and Beneficiary harmless from any and all claims, suits, losses, damages or expenses whatsoever, on account of injuries or death of any person, and all loss or destruction of, or damage to, the Property, and any and all economic losses, whether direct, indirect or consequential arising or growing out of, or in any manner connected with, the past, present or future presence of hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et. seq. as amended, or any other state or federal law now in existence or hereafter existing, relating to the Property. Trustor further agrees that it will appear and defend, at its own expense, in the name and on behalf of the Trustee or Beneficiary, all claims, actions or suits in whatever forum, in any matter arising or growing out of the alleged presence of any hazardous substance on the Property referred to herein and for which the Trustee or Beneficiary, or either of them is alleged to be liable. This indemnification shall survive payment in full of the Obligations.

24. Notices. Except for any notices, demands, requests or other communications required under applicable law to be given in another manner, whenever Beneficiary, Trustor or Trustee gives or serves any notice (including, without limitation, notice of default and notice of sale), demands, requests or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or is mailed by certified mail, postage prepaid, addressed to the address as set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other party hereto, as aforesaid, a notice of such change. Any notice hereunder shall be deemed to have been given to Trustor or Beneficiary, when given in the manner designated herein.

25. Request for Notice. Trustor and Beneficiary hereby request a copy of any notice of default and a copy of any notice of sale thereunder, whether such notice of default and notice of sale is given pursuant to the terms of this or any other deed of trust, be mailed to them at the address set forth in the first paragraph of this Deed of Trust for the Trustor and the Beneficiary.

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

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

28. Joint and Several Liability. All covenants and agreements of Trustor shall be joint and several.

29. Severability. In the event any one or more of the provisions contained in this Deed of Trust, or the Note or any other security instruments given in connection with this transaction shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall, at the option of Beneficiary, not affect any other provision of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure of other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or not fully secured by the lien of this Deed of Trust.

30. Number and Gender. Wherever used herein, the singular number shall include the plural, and the use of any gender shall be applicable to all genders.

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

CINNAMON CREEK LAND CORP., A NEBRASKA CORPORATION

BY: *[Signature]*
JOHN C. ALLEN, PRESIDENT
State of _____)
County of _____) ss.

BY: *[Signature]*
GERALD L. TORCZON, EXECUTIVE VICE PRESIDENT

The foregoing instrument was acknowledged before me on _____, 19 94 by _____

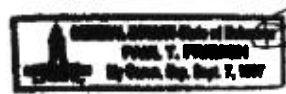
Notary Public

My commission expires _____

(TO BE USED IF TRUSTOR IS A CORPORATION)

State of NEBRASKA)
County of DOUGLAS) ss.

The foregoing instrument was acknowledged before me on March 1, 19 94 by JOHN C. ALLEN, PRESIDENT AND GERALD L. TORCZON, EXEC. VICE PRES., OF CINNAMON CREEK LAND CORP., A NEBRASKA Corporation, on behalf of the Corporation.



Notary Public

My commission expires 9-7-97

NOTARIAL SEAL AFFIXED REGISTER OF DEEDS

LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 9, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:
 Beginning at the southwest corner of the said NW 1/4 of Section 9;
 Thence North 00°10'55" West (bearings referenced to the Final Plat of MISSION PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 298.15 feet along the west line of the said NW 1/4 of Section 9;
 Thence North 89°49'05" East for 770.00 feet;
 Thence along a curve to the left (having a radius of 500.00 feet and a long chord bearing North 44°49'05" East for 707.11 feet) for an arc length of 785.40 feet;
 Thence North 00°10'55" West for 414.61 feet;
 Thence along a curve to the right (having a radius of 1000.00 feet and a long chord bearing North 18°59'07" East for 656.65 feet) for an arc length of 669.06 feet;
 Thence along a curve to the left (having a radius of 1000.00 feet and a long chord bearing North 18°45'15" East for 664.26 feet) for an arc length of 677.12 feet;
 Thence North 00°38'38" West for 200.00 feet;
 Thence North 89°21'22" East for 871.45 feet along said north line of the Northwest Quarter of Section 9;
 Thence South 00°09'32" East for 33.00 feet parallel with and 64.00 feet west of the east line of the said Northwest Quarter of Section 9;
 Thence South 89°21'22" West for 330.72 feet along the north line of a 17.00 foot strip dedicated to right of way which is parallel with and 33.00 feet south of the north line of the said Northwest Quarter of Section 9;
 Thence South 00°38'38" East for 17.00 feet along the west line of said right of way;
 Thence North 89°21'22" East for 330.57 feet along the south line of said right of way which is parallel with and 50.00 feet south of said north line of the Northwest Quarter of Section 9 to the northwest corner of Lot 1, MISSION PARK;
 Thence South 00°09'32" East for 650.00 feet to the southwest corner of said Lot 1, MISSION PARK;
 Thence North 89°21'22" East for 64.00 feet to the east line of the said Northwest Quarter of Section 9 and the northwest corner of Lot 148, MISSION PARK;
 Thence South 00°09'32" East for 1948.89 feet to the southeast corner of the said Northwest Quarter of Section 9 and the southwest corner of Lot 302, MISSION PARK;
 Thence South 89°23'01" West for 2633.98 feet along the south line of the said Northwest Quarter of Section 9 to the Point of Beginning.
 Contains 83.41 acres including 0.89 acre of existing county roadway easement.

NE
 NW
 SE
 SW

|

NW

February 9, 1994
 LAMP, RYNEARSON & ASSOCIATES, INC.
 92007-8042 (parcel to be purchased)



RECEIVED

MAR 20 12 30 PM '98

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the indebtedness secured by the TRUST DEED, executed by CINNAMON CREEK LAND CORP. AN NEBRASKA CORPORATION, to DOUGLAS COUNTY BANK & TRUST CO., AS TRUSTEE, for the benefit of DOUGLAS COUNTY BANK & TRUST CO., the beneficiary named therein, dated FEBRUARY 24, 1994 and recorded on MARCH 2, 1994 the office of the Register of Deeds of Douglas County, Nebraska, in Book 4281 at Page 147 of Mortgage Records, has been [redacted] paid, and said Beneficiary has requested in writing that this [redacted] Deed of Reconveyance be executed and delivered as confirmed by the endorsement below.

NOW, THEREFORE, in consideration of such payment and in accordance with the request of the Beneficiary named therein, the undersigned as Trustee does by these presents, grant, remise, release, quitclaim and reconvey to the person or persons entitled thereto, without warranty, all the estate and interest derived to said Trust by or through said Trust Deed in the property legally described as follows:

SEE ATTACHED "LEGAL DESCRIPTION"

This Deed of Reconveyance is given on the express understanding and condition that it shall in no way affect the other property described in the said Deed of Trust, which property shall remain subject to the said Deed of Trust.

IN WITNESS WHEREOF, the undersigned Trustee has executed this [redacted] Deed of Reconveyance on February 20, 1998.

DOUGLAS COUNTY BANK & TRUST CO. TRUSTEE
BY [Signature]
ITS VICE PRESIDENT
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

BY [Signature]
ITS COMMERCIAL R. E. LOAN OFFICER

The foregoing instrument was acknowledged before me on February 20, 1998, by PAUL T. FRIESEN, VICE PRESIDENT AND W. ERIC BUNDERSON, COMM. R.E. LOAN OFFICER of Douglas County Bank & Trust Co., a Nebraska Corporation, on behalf of the corporation as such Trustee.

My commission expires:



[Signature]
Notary Public

REQUEST FOR DEED OF RECONVEYANCE

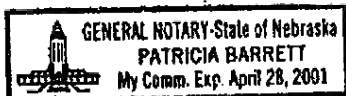
Douglas County Bank & Trust Co., the Beneficiary under the above described Trust Deed, hereby requests the Trustee to execute and deliver the foregoing PARTIAL Deed of Reconveyance.

Date: February 20, 1998
DOUGLAS COUNTY BANK & TRUST CO.

BY [Signature]
ITS VICE PRESIDENT
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

BY [Signature]
ITS COMMERCIAL R. E. LOAN OFFICER

The foregoing instrument was acknowledged before me on February 20, 1998, by PAUL T. FRIESEN, VICE PRESIDENT AND W. ERIC BUNDERSON, COMM. R.E. LOAN OFFICER of Douglas County Bank & Trust Co., a Nebraska Corporation, on behalf of the Corporation.
My commission expires:



[Signature]
Notary Public

05865 98 01-60000

FEE 12.50 FB 11-0462

BKP 9-14-11 C/O COMP MS

DEL SCAN ds FV

NE NW
NW NW
SE NW
SW NW

9-14-11

LEGAL DESCRIPTION

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Beginning at the southwest corner of the said NW 1/4 of Section 9;

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Thence South 00°38'38" East for 17.00 feet along the west line of said right of way;

Thence North 89°21'22" East for 330.57 feet along the south line of said right of way which is parallel with and 50.00 feet south of said north line of the Northwest Quarter of Section 9 to the northwest corner of Lot 1, MISSION PARK;

Thence South 00°09'32" East for 650.00 feet to the southwest corner of said Lot 1, MISSION PARK;

Thence North 89°21'22" East for 64.00 feet to the east line of the said Northwest Quarter of Section 9 and the northwest corner of Lot 148, MISSION PARK;

Thence South 00°09'32" East for 1948.89 feet to the southeast corner of the said Northwest Quarter of Section 9 and the southwest corner of Lot 302, MISSION PARK;

Thence South 89°23'01" West for 2633.98 feet along the south line of the said Northwest Quarter of Section 9 to the Point of Beginning.

Contains 83.41 acres including 0.89 acre of existing county roadway easement.

Now known as:

ALL of Lots 2-209 inclusive, Cinnamon Creek

AND

ALL of Lots 1-7 inclusive; Lots 172-176 inclusive, AND PART OF Lots 8-13 inclusive and Lots 106-110 inclusive and Lot 171, Cinnamon Creek 2nd Addition

AND

Unplatted area South of "Y" Street in the Northwest Quarter of Section 9, Township 14 North, Range 11 East.