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DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made and entered into this 30TH day of MARCH, 1995. The Trustor is JAMES D. BUSER, TRUSTEE

("Trustor"). The Trustee is DOUGLAS COUNTY BANK & TRUST CO. ("Trustee"). The Beneficiary is also DOUGLAS COUNTY BANK & TRUST CO., which is organized and existing under the laws of the State of Nebraska, and whose address is 6015 N.W. Radial Hwy., Omaha, Nebraska 68104 ("Lender"). This Security Instrument secures to Lender: (a) the payment of all sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument; (b) payment of all amounts due upon a certain Promissory Note dated MARCH 30, 1995 in the principal sum of \$1,955,000.00, and executed by CINNAMON CREEK LAND CORP., A NEBRASKA CORPORATION (Note) ("Borrower"); and (c) the payment of the obligations described in Paragraph 22. For this purpose, Trustor irrevocably grants and conveys to Trustee, in trust, with power of sale, the property located in Douglas County, Nebraska as described below:

East half only.

SEE ATTACHED LEGAL DESCRIPTION

out by Recon

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

Trustor COVENANT, that Trustor is lawfully seised of the estate hereby conveyed and have the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Trustor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Trustor and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay upon demand of Lender all amounts due under the terms of the Note. In the event, for any reason, Borrower fails to do so, Lender shall be entitled to exercise all remedies upon default allowed to Lender hereunder.

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FEE 55.00 RQ-14-11 FB
DEL CO COMP MB
LEGAL FG SC/W FY

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GEORGE J. BUELEFRENZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

APR 3 1 02 PM '95

RECEIVED

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LEGAL DESCRIPTION

NE¹/₄, SW¹/₄
SE¹/₄, SW¹/₄

The East Half of the Southwest Quarter of Section 9, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described by metes and bounds as follows:

Beginning at the Southeast corner of the said East Half of the Southwest Quarter of Section 9;

Thence South 89°25'16" West (bearings referenced to the Final Plat of Mission Park, a subdivision in Douglas County, Nebraska) for 1316.58 feet along the South line of the said East Half of the Southwest Quarter of Section 9 to the Southwest corner thereof;

Thence North 00°10'03" West for 2648.27 feet to the Northwest corner of the East Half of the Southwest Quarter of Section 9;

Thence North 89°23'01" East for 1316.99 feet to the Northeast corner of the East Half of the Southwest Quarter of Section 9;

Thence South 00°09'32" East for 2649.14 feet to the point of beginning, subject to County roadway.