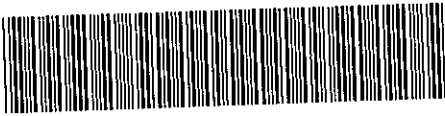


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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT (hereinafter referred to as the "Deed of Trust"), made as of August 9, 1999, by MAPLE JOINT VENTURE II LLC, a Nebraska limited liability company ("Trustor"), whose address is c/o The Lerner Company, Two Old Mill, 10855 West Dodge Road, Omaha, Nebraska 68154; LAWRENCE E. KRITENBRINK, a member of the Bar of the State of Nebraska, whose address for purposes of this Deed of Trust is 1500 Woodmen Tower, Omaha, Nebraska 68102 ("Trustee") and THE LAFAYETTE LIFE INSURANCE COMPANY, an Indiana corporation, whose address is 1905 Teal Road, P.O. Box 7007, Lafayette, Indiana 47903 ("Beneficiary");

WITNESSETH:

That for good and valuable consideration, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, and for the purpose of securing, in such priority as Beneficiary may elect, each of the following:

(i) The due, prompt and complete payment, observance, performance and discharge of each and every obligation, covenant and agreement contained in that certain Promissory Note of even date herewith in the initial principal amount of FOUR MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,300,000.00) (the "Note"), together with interest on so much thereof as may be advanced at the rate specified therein, executed by Trustor to the order of Beneficiary and any and all modifications, extensions or renewals thereof, whether hereafter evidenced by the Note or otherwise; and

(ii) The payment of all other sums, with interest thereon at the rate of interest provided for herein or in the Note, becoming due or payable under the provisions of this Deed of Trust or any other instrument or instruments heretofore or hereafter executed by Trustor having reference to or arising out of or securing the indebtedness represented by the Note (collectively the "Loan Documents"); and

(iii) The payment of such additional sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, by Beneficiary, whether or not evidenced by a promissory note or notes which are secured by this Deed of Trust; and

(iv) The due, prompt and complete observance, performance and discharge of each and every obligation, covenant and agreement of Trustor contained in the Note, this Deed of Trust or any other Loan Document;

TRUSTOR DOES HEREBY irrevocably grant, transfer, bargain, sell, convey and assign to Trustee, in trust, WITH POWER OF SALE and right of entry and possession, and does grant to Beneficiary a security interest for the benefit and security of Beneficiary under and subject to the terms and conditions hereinafter set forth, in and to any and all of the following described property which is (except where the context otherwise requires) herein collectively called the "Mortgaged Property" whether now owned or held or hereafter acquired and wherever located, including any and all substitutions, replacements and additions to same:

(A) That certain real property located in Douglas County, State of Nebraska and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with all of the easements, rights, privileges, franchises, appurtenances thereunto belonging or in any way appertaining to the real property and all of the estate, right, title, interest, claim and demand whatsoever of Trustor therein or thereto, either in law or in equity, in possession or in expectancy, now owned or hereafter acquired (hereinafter referred to as the "Property");

(B) All structures, buildings and improvements of every kind and description now or at any time hereafter located on the Property (hereinafter referred to as the "Improvements"), including all equipment, apparatus, machinery, fixtures, fittings, and appliances and other articles and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, now or at any time hereafter affixed or attached to and which are an integral part of said structures, buildings, improvements or the Property or any portion thereof, and such Improvements shall be deemed to be fixtures and an accession to the freehold and a part of the Property as between the parties, hereto and all persons claiming by, through or under such parties except that same shall not include such machinery and equipment of any tenant of any portion of the Property or Improvements, which is part of and/or used in the conduct of the normal business of such tenant conducted upon the Mortgaged Property;

(C) All articles of tangible personal property and any additions to, substitutions for, changes in or replacements of the whole or any part thereof (hereinafter referred to as the "Personal Property"), including without limitation all wall-beds, wall-safes, built-in furniture and installations, shelving, partitions, door-tops, vaults, elevators, dumb-waiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for the same, fire sprinklers, alarm systems, drapery rods and brackets, screens, water heaters, incinerators, wall coverings, carpeting, linoleum, tile, other floor coverings of whatever description, communication systems, all specifically designed installations and furnishings, office maintenance and other supplies and all of said articles of property, the specific enumerations herein not excluding the general, now or at any time hereafter placed upon or used in any way in connection with the ownership, operation or maintenance of the Property or the Improvements or any portion thereof and owned by Trustor or in which Trustor now has or hereafter acquires an interest, and all building materials and equipment now or hereafter delivered to the Property and intended to be installed or placed in or about the Improvements. Such tangible, personal property shall include, in addition to all other tangible, personal property and any substitutions for, changes in or replacements thereof which are used in the operation of the Improvements. Notwithstanding the breadth of the foregoing, the Personal Property shall not include: (i) personal property which may be owned by lessees or other occupants and their customers or which may be leased by such a lessee or other occupants of the Mortgaged Property; (ii) material, equipment, tools, machinery, or other personal property which is brought upon the Mortgaged Property only for use in construction, maintenance or repair and which is not intended to remain after the

completion of such construction, maintenance or repair, and which is not necessary for ownership, occupancy, or proper maintenance, of the Mortgaged Property; or (iii) such items of tangible personal property which have not been purchased or installed with proceeds of the Note and for which beneficiary shall or shall have executed such documents as may be required to subordinate to the lien or security interest of any purchase money lender or supplier of such tangible personal property;

(D) 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, road, alley and public place, opened or proposed, vacated or extinguished by law or otherwise, and all easements and rights of way, public or private, tenements, hereditaments, appendages, rights and appurtenances now or hereafter located upon the Property or now or hereafter used in connection with or now or hereafter belonging or appertaining to the Property; and all right, title and interest in the Trustor, now owned or hereafter acquired, in and to any strips and gores adjoining or relating to the Property;

(E) All judgments, awards of damages, settlements and any and all proceeds derived from such hereafter made as a result of or in lieu of any taking of the Mortgaged Property or any part thereof, interest therein or any rights appurtenant thereto under the power of eminent domain, or by private or other purchase in lieu thereof, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the Improvements thereon, including change of grade of streets, curb cuts or other rights of access for any public or quasi-public use or purpose under any law;

(F) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, contract rights, insurance policies and proceeds thereof, general intangibles and benefits of the Mortgaged Property, or arising from any lease or similar agreement pertaining thereto (the "Rents and Profits"), and all right, title and interest of Trustor in and to all leases of the Mortgaged Property now or hereafter entered into and all right, title and interest of trustor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of said leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of said terms with the right to receive and apply the same to said indebtedness, and Trustee or Beneficiary may demand, sue for and recover such payments but shall not be required to do so; and

(G) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.

Trustor makes the foregoing grant to Trustee for the purposes herein set forth; provided, however, that if the Trustor shall pay or cause to be paid to the holder of the Note all amounts required to be paid under the provisions of the Note, this Deed of Trust or any other Loan Document, and at the time and in the manner stipulated therein, and shall further pay or cause to be paid all other sums payable hereunder and all indebtedness hereby secured, then, in such

case, the estate, right, title and interest of the Trustee and Beneficiary in the Mortgaged Property shall cease, terminate and become void, and upon proof being given to the satisfaction of the Beneficiary that all amounts due to be paid under the Note have been paid or satisfied, and upon payment of all fees, costs, charges, expenses and liabilities chargeable or incurred or to be incurred by Trustee or Beneficiary, and of any other sums as herein provided, the Trustee shall, upon receipt of the written request of the Beneficiary, cancel, reconvey and discharge this Deed of Trust.

ARTICLE I

Trustor's Covenants

Trustor covenants, warrants and agrees with Trustee and Beneficiary as follows:

1.01 Payment of Note. Trustor will pay the principal and interest and all other sums coming due with respect to the Note, this Deed of Trust or any of the Loan Documents at the time and place and in the manner specified in and according to the terms thereof.

1.02 Title. The Trustor warrants that:

(a) Trustor has good and marketable title to an indefeasible fee simple estate in the Property described in Exhibit "A" subject only to those liens, charges or encumbrances set forth on Exhibit "B" attached hereto and incorporated herein by this reference (the "Permitted Exceptions"); that Trustor has full power and authority to grant, bargain, sell and convey the Mortgaged Property in the manner and form herein done or intended hereafter to be done; that this Deed of Trust is and shall remain a valid and enforceable first lien on the Mortgaged Property subject only to the Permitted Exceptions; that Trustor and its successors and assigns will preserve its title and interest in and title to the Mortgaged Property and shall forever warrant and defend the same and will warrant and defend the validity and priority of the lien thereof forever against all claims and demands of all persons whosoever, and that this covenant shall not be extinguished by any exercise of power of sale or foreclosure sale hereof, but shall run with the land; and

(b) Trustor has and shall maintain good and marketable title to the Improvements and Personal Property, including any additions or replacements thereto, free of all security interests, liens and encumbrances, other than the security interests, liens and encumbrances, if any, set forth as Permitted Exceptions on Exhibit "B" attached hereto, or as otherwise disclosed to and accepted by Beneficiary in writing, and has good right to subject the Improvements and Personal Property to the security interest created hereunder. If the lien of this Deed of Trust on any Improvements or Personal Property be subject to a lease agreement, conditional sale agreement or chattel mortgage covering such property, then in the event of any default hereunder all the rights, title and interest of the Trustor in and to any and all deposits made thereon or therefor are hereby assigned to the Trustee, together with the benefit of any payments now or hereafter made thereon. There is also transferred, set over and assigned by Trustor to Trustee, its successor and assigns, hereby all leases and use

agreements of machinery, equipment and other personal property of Trustor in the categories hereinabove set forth, under which Trustor is the lessee of, or entitled to use such items, and Trustor agrees to execute and deliver to Trustee or Beneficiary all such leases and agreements when requested by Trustee or Beneficiary. Trustor hereby covenants and agrees to well and punctually perform all covenants and obligations under such leases or agreements as it so chooses, but nothing herein shall obligate Trustee or Beneficiary to perform any obligations of Trustor under such leases or agreements unless Trustee or Beneficiary shall so choose; and

(c) Trustor will, at its own cost without expense to Trustee or Beneficiary, do, execute, acknowledge and deliver all and every such further act, deed, conveyance, mortgage, assignment, notice of assignment, transfer and assurance as Trustee or Beneficiary shall from time to time require for the better assuring, conveying, assigning, transferring and confirming unto Trustee and Beneficiary the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Trustor may be or hereafter become bound to convey or assign to Beneficiary for the intention of facilitating the performance of the terms of this Deed of Trust or for the filing, registering, perfecting or recording of this Deed of Trust and any other Loan Document and, on demand, Trustor will execute, deliver and file or record one or more financing statements, chattel mortgages or comparable security instruments more effectively evidencing the lien hereof upon the Personal Property.

1.03 Business Existence. Trustor shall do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges to do business in Nebraska as a Nebraska limited liability company and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental authority or court applicable to the Trustor.

1.04 Right to Require Payment to Reserve Account. Trustor hereby agrees that:

(a) Upon request after an Event of Default, regardless of whether or not cured, the Trustor shall also promptly and punctually pay to Beneficiary on the first day of each and every calendar month thereafter, until the Note is fully paid, an amount, as estimated by the Beneficiary, equal to the sum of (i) all taxes and special assessments next due on the Mortgaged Property; and (ii) all premiums that will next become due and payable on insurance policies as may be required to be maintained under Section 1.07 hereof, less all sums already paid therefor, and then divided by the number of months to elapse before one (1) month prior to the date when such premiums, taxes and special assessments will become delinquent. Such sums (the "Reserves") to be held by the Beneficiary to pay said premiums, taxes and special assessments and such payments shall be held without any allowance of interest or dividend to Trustor and need not be kept separate and apart from other funds of Beneficiary. Trustor shall deliver promptly to Beneficiary all bills, invoices and notices of such ground lease payments, taxes and special assessments of any nature whatsoever. To the extent of Reserves available for disbursement and with no duty, express or implied, to advance any other funds not being held as Reserves pursuant to this Section 1.04, Beneficiary

shall apply such Reserves in payment of such premiums, taxes and assessments as same shall become due.

(b) If the total of the Reserves, described in Section 1.04(a), hereof, shall exceed the amount of payments actually applied by Beneficiary as set forth in Section 1.04(a), such excess may be credited by Beneficiary on subsequent payments to be made by Trustor or, at the option of the Beneficiary, refunded to the Trustor or its successors in interest as may appear on the records of the Beneficiary. If, however, the Reserves shall not be sufficient to pay the sums required when the same shall become due and payable, Trustor shall immediately upon demand, deposit with Beneficiary the full amount of any such deficiency.

(c) If there shall be a default under any of the provisions of the Loan Documents, the Beneficiary may, at its sole option, apply at any time, the balance then remaining in the funds accumulated under this Section 1.04, less such sums as it shall estimate may become due and payable during the pendency of any foreclosure proceedings, against the amounts due and payable under the Note, or under any Loan Document in such order as Beneficiary may elect.

(d) The arrangement provided for in this Section 1.04 is solely for the added protection of the Beneficiary and entails no responsibility on the Beneficiary's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon assignment of the Deed of Trust by the Beneficiary, any funds being held by Beneficiary in accordance with the provisions of this Section 1.04 shall be turned over to the assignee and any responsibility of the assignor with respect thereof shall terminate.

(e) Notwithstanding the provisions hereof which grant Beneficiary the right to require Trustor to make escrow payments for taxes and insurance premiums, Beneficiary agrees not to require such payments provided that:

(i) ownership of the Mortgaged Property remains unchanged, except as otherwise permitted under this Deed of Trust or the other Loan Documents;

(ii) there shall be no default in the Note, this Deed of Trust or related Loan Documents or any default under the Lease;

(iii) satisfactory evidence of insurance (or self insurance) and payment of premiums (if applicable) therefor as required pursuant to Section 1.07 hereof, and payment of real estate taxes is provided to Beneficiary within thirty (30) days after the due date for the payment of these matters as required pursuant to Section 1.11 hereof; and

(iv) Kmart Corporation (X) is obligated under the terms of its lease to pay such taxes and insurance premiums (or provide self insurance meeting the requirements of the Loan Documents) and (Y) is not in default of such obligations under its lease of the

Property, beyond any applicable cure or grace periods, if any, granted to Kmart Corporation under the terms and provisions of its lease.

1.05 Maintenance and Repair. The Trustor shall, at its sole cost and expense, keep the Mortgaged Property in good operating order, repair and condition and shall not commit or permit any waste thereof, which condition, during the course of the construction of the Improvements, shall be subject to the normal constraints and effects of construction. Trustor shall make all repairs, replacements, renewals, additions and improvements and complete and restore promptly and in good workmanlike manner any Improvements which may be damaged or destroyed thereon, and pay when due all costs incurred therefor. Trustor shall not remove or demolish any of the Mortgaged Property conveyed hereby, nor demolish or materially alter the Mortgaged Property without the prior written consent of the Beneficiary, which consent shall not be unreasonably withheld. Trustor shall permit Trustee or Beneficiary or its agents the opportunity to inspect the Mortgaged Property, including the interior of any structures, at any reasonable times.

1.06 Compliance With Laws. The Trustor shall comply with all laws, ordinances, regulations, covenants, conditions, restrictions, agreements and easements affecting the Mortgaged Property or the operation thereof, and shall pay all fees or charges of any kind in connection therewith.

1.07 Insurance.

(a) Trustor shall be responsible to provide, maintain and keep in force or to cause to be maintained or kept in force, policies of insurance on the Mortgaged Property as follows:

(i) insurance against loss or damage to the Improvements and Personal Property by fire and any of the risks covered by insurance now known as "fire and extended coverage insurance" together with vandalism and malicious mischief endorsements in an amount not less than 80% of the replacement value of the Improvements above the foundation walls and the Personal Property. All such policies which shall be obtained by Trustor shall have deductibles of not in excess of \$1,000.00; provided, however, that so long as Kmart Corporation maintains a net worth in excess of \$100,000,000.00, Trustor shall be entitled to satisfy the requirements of this subsection through Kmart's self insurance program, subject, however, to all of the other requirements of this Section 1.07;

(ii) boiler insurance in an amount satisfactory to Beneficiary, provided that there is a boiler in the Improvements; provided, however, that so long as Kmart Corporation maintains a net worth in excess of \$100,000,000.00, Trustor shall be entitled to satisfy the requirements of this subsection through Kmart's self insurance program, subject, however, to all of the other requirements of this Section 1.07; and

(iii) comprehensive general liability insurance (pertaining to the Property and to common areas on adjoining properties, if any) with coverage in the amount of \$1,000,000.00 with respect to injury to any one person and \$2,000,000.00 with respect to any one accident or disaster, and \$500,000.00 with respect to damage to property; provided, however, that so long as Kmart Corporation maintains a net worth in excess of \$100,000,000.00, Trustor shall be entitled to satisfy the requirements of this subsection through Kmart's self insurance program, subject, however, to all of the other requirements of this Section 1.07.

(b) All policies of insurance to be furnished hereunder shall be from companies and in form and amounts satisfactory to Beneficiary with Standard Mortgage Clauses attached to all policies in favor of and in form satisfactory to Beneficiary, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without ten (10) days' prior written notice to the Beneficiary. All policies required by this Deed of Trust shall be written by a company or companies authorized to write such insurance in the state in which the Property is located and have a Best's Insurance Reports Rating of A, IX or better. Trustor shall deliver to Beneficiary an original or duplicate policies, or certified copies of relevant policies if insured is provided through blanket policies, evidencing the insurance described in Sections 1.07(a)(i), (ii) and (iii) together with original certificates evidencing the insurance described in Sections 1.07(a)(iv) and (v). At least ten (10) days prior to the expiration or cancellation of any such policy, Trustor shall submit to Beneficiary evidence showing payment of premiums to continue existing insurance in force or new policies and certificates showing premiums paid in compliance with the foregoing provisions. If Trustor shall fail to provide insurance and evidence thereof as required hereby, Beneficiary may obtain it at Trustor's cost and expense. Any amounts paid by Beneficiary for any such policy shall be treated as an Advance under Section 1.17.

(c) The Trustor shall not take out separate insurance concurrent in form or contributing in the event of loss with the insurance required to be maintained hereunder unless Beneficiary is included thereon under a standard mortgage clause acceptable to Beneficiary. Trustor shall immediately notify Beneficiary whenever any such separate insurance is taken out and shall promptly deliver to Beneficiary the policy or policies of such insurance. In the event of a foreclosure or other transfer of title to the Mortgaged Property in lieu of foreclosure, or by purchase at the foreclosure sale, all interest in any insurance policies in force shall pass to Beneficiary, transferee or purchaser as the case may be.

(d) All policies of insurance required by the terms of this Deed of Trust shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Trustor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of setoff, counterclaim or deductions against Trustor.

1.08 Casualty. The Trustor will give the Beneficiary prompt notice of damage to or destruction of any Improvements on the Property and in case of loss covered by policies of insurance, the Beneficiary is hereby authorized to make proof of loss if not made promptly by the Trustor or the lessee under that certain Lease Agreement dated November 24, 1992, by and between Trustor and Kmart Corporation, as amended (the "Lease"). Any expenses incurred by the Beneficiary in the collection of insurance proceeds, together with interest thereon from date of any such expense at the per annum Default Rate set forth in the Note (or at such lesser rate of interest as may be the maximum not prohibited by applicable law), shall be added to and become a part of the indebtedness secured hereby and shall be reimbursed by the Trustor to the Beneficiary immediately upon demand. Such net proceeds may be applied by the Beneficiary, in its sole discretion, upon or in reduction of the indebtedness secured hereby then most remotely to be paid, without a prepayment fee, or to the cost of rebuilding or restoration of the Improvements on the Property, provided, however, if the Beneficiary shall require that the Improvements on the Property be repaired or rebuilt, then the repair, restoration, replacement or rebuilding of the Improvements on the Property shall be to a condition of at least equal value as prior to such damage or destruction, and such net proceeds of insurance shall be made available therefor under the conditions and in the manner specified hereafter.

Insurance proceeds made available for restoration, repair, replacement or rebuilding of the Improvements shall be disbursed from time to time (provided no default exists in the Note or this Deed of Trust or the Loan Documents or the Lease at the time of each such disbursement), after first deducting the expense of such disbursement including, without limitation, reasonable attorney's fees, costs of title insurance, escrows and closings by the title company or otherwise and fees and expenses of the disbursing party, upon the disbursing party being furnished with satisfactory evidence of the cost of completion of such work and of the diligent and timely prosecution thereof and with architect's certificates, waivers of lien, contractors and subcontractors' sworn statements and other evidence of cost and payments so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of any such restoration, repair, replacement or rebuilding shall exceed ninety percent (90%) of the value of the work performed from time to time and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party together with funds deposited for the purpose or irrevocably committed for such purpose, shall be sufficient, in the reasonable judgment of the Beneficiary, to pay for the cost of completion of all such restoration, repair, replacement or rebuilding. The Beneficiary may require that plans and specifications for the restoration, repair, replacement or rebuilding be submitted to and approved by the Beneficiary prior to the commencement of the work. Any surplus which may remain out of said insurance proceeds after payment of costs of building and restoration may, at the option of the Beneficiary, be applied either on account of the indebtedness secured hereby then most remotely to be paid, without a prepayment fee, or be paid to any person or persons entitled thereto. Application or release of proceeds under the provisions hereby shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. No interest shall be allowed on account of any such proceeds or other funds held in the hands of the Beneficiary or the disbursing party hereunder.

Notwithstanding any provision of this Section 1.08 to the contrary, (a) the provisions of this Section 1.08 shall not abrogate any right of Trustor to satisfy the requirements of Section 1.07, of this Deed of Trust through Kmart's self insurance program, as described in Section 1.07, and references to evidence of payment of insurance premiums, etc., shall not apply in to the extent of

such self insurance; and (b) so long as Kmart Corporation is not in default of its obligations under the Lease beyond any applicable cure or grace period, if any, all proceeds of any insurance provided by Kmart (through its self insurance program or policies of insurance from third party underwriters) under the terms of the Lease shall be made available by Beneficiary to Kmart or Trustor, as the case may be for purposes of restoration, repair, or rebuilding of the Improvements in accordance with the requirements, if any, of the Lease.

1.09 Condemnation. The Trustor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation of the Mortgaged Property or any portion thereof, shall notify Beneficiary of the pendency thereof. The Trustor hereby assigns, transfers and sets over unto the Beneficiary all compensation, rights of action and the entire proceeds of any award, up to the maximum amount of all amounts payable under the Note and the Loan Documents, including, without limitation, all interest, costs, expenses and Advances, as that term is herein defined, and any claim for damages for any of the Mortgaged Property taken or damaged under the power of eminent domain or by condemnation or by sale in lieu thereof. Beneficiary may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such condemnation, taking under the power of eminent domain or sale in lieu thereof, and the Trustor hereby appoints Beneficiary as its true and lawful attorney for such purposes, such power being coupled with an interest. After deducting therefrom all of its expenses, including attorneys fees, the Beneficiary may elect, in its sole discretion and notwithstanding the fact that the security given hereby may not be impaired by a partial condemnation, to apply any part or all of the proceeds of the award, in such order as Beneficiary may determine, upon or in reduction of the indebtedness secured hereby whether due or not. Any application of all or a portion of the proceeds of any such award to the indebtedness shall not cure or waive any default or notice of the default hereunder or invalidate any act done pursuant to such notice. Trustor agrees to execute such further assignments of any compensation, award, damages, right of action and proceeds as Beneficiary may require.

Notwithstanding any provision of this Section 1.09 to the contrary, so long as Kmart Corporation is not in default of its obligations under the Lease beyond any applicable cure or grace period, if any, all condemnation awards referred to in this Section 1.09 shall be made available by Beneficiary to Kmart or Trustor, as the case may be for purposes of restoration, repair, or rebuilding of the Improvements in accordance with the requirements, if any, of the Lease.

1.10 Liens and Encumbrances. Trustor shall pay when due all obligations, lawful claims or demands of any person which, if unpaid might result in, or permit the creation of, any lien or encumbrance on the Mortgaged Property or on the Rents and Profits, whether such lien or encumbrance be senior or subordinate hereto, including, but without limiting the generality of the foregoing, all claims of mechanics, materialmen, laborers and others for work or labor performed, or materials or supplies furnished in connection with any work upon the Mortgaged Property.

Notwithstanding the foregoing, Trustor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Trustor shall first deposit with Beneficiary a bond or other security satisfactory to Beneficiary in such amounts as Beneficiary shall reasonably require, but not more than one and one-half (1.5%) times the amount of the claim plus costs, expenses (including attorneys fees) and interest, or shall provide a lien release bond and provided further that Trustor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Trustor shall fail to discharge any such

lien, encumbrance or charge, or to provide such bond or other security, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing with a court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law. Any such amount so expended by Beneficiary shall be treated as an Advance under Section 1.18.

1.11 Taxes, Assessments and Utility Charges. The Trustor shall pay or cause to be paid in full when due, and in any event before any penalty or interest attaches, all general taxes and assessments, special taxes, special assessments, water charges, sewer service charges, and all other charges against the Mortgaged Property and shall furnish to Beneficiary official receipts evidencing the payment thereof within thirty (30) days of a written request therefor by Beneficiary. Trustor shall deliver to Beneficiary copies of official receipts showing payment of all real and personal property taxes and assessments levied against the Mortgaged Property, within thirty (30) days of the date on which taxes and assessments were due.

1.12 Indemnification. The Trustor shall appear in and defend any suit, action or proceeding that might in any way, in the reasonable judgment of Beneficiary, affect the value of the Mortgaged Property, the title to the Mortgaged Property or the rights and powers of Trustee or Beneficiary, provided, however, that without the prior written consent of Beneficiary, Trustor shall have no power to settle, compromise or confess any judgment or claim which may affect Beneficiary and the lien granted hereby. Trustor shall, at all times, indemnify, save, defend and hold harmless and on demand reimburse Beneficiary for any and all loss, damage, expense or cost, including cost of evidence of title and attorneys fees, arising out of or incurred in connection with any such suit, action or proceeding, and the sum of such expenditures shall be secured by this Deed of Trust and shall accrue interest at the "Default Rate" as that term is defined in the Note and shall be due and payable on demand. Trustor shall pay costs of suit, cost of evidence of title and reasonable attorneys' fees in any proceeding or suit brought by Trustee or Beneficiary to foreclose this Deed of Trust.

1.13. Sale or Encumbrance Prohibited. Trustor specifically acknowledges that in order to induce the Beneficiary to make the loan secured hereby, the Trustor agrees that if the Mortgaged Property or any part thereof or any interest therein, or the beneficial interest of Trustor or any part thereof or any interest therein, or (subject to the provisions of this section 1.13 set forth below) part or all of any partnership interest in Trustor, or any shares of stock in Trustor, shall be sold, assigned, transferred, conveyed, pledged, mortgaged or encumbered (or should the Trustor enter into a contract to do any of the foregoing), or if otherwise alienated by the Trustor, or by any person or other entity having any power of direction over or having any part of the beneficial interest of Trustor, voluntarily or involuntarily or by operation of law, except as shall be hereinafter permitted, without the written consent of the Beneficiary, then Beneficiary, at its option, may declare the Note and all other obligations hereunder to be immediately due and payable. Except as otherwise specifically provided herein, any change in the legal or equitable ownership (including, without limitation, the beneficial interest, any partnership interest or any shares of stock in Trustor) of the Mortgaged Property, whether or not of record, shall be deemed a transfer of an interest in the Mortgaged Property. In connection herewith, it is agreed by the Trustor that the financial stability and managerial and operational abilities of the Trustor and of the beneficial owner, the partners or the shareholders of Trustor were substantial and material considerations to the Beneficiary in its agreement to make the loan to the Trustor secured hereby. Therefore, the transfer of an interest in the Mortgaged Property or (subject to the provisions of this section 1.13

set forth below) in the beneficial interest, any partnership interest or shares of stock in Trustor may materially alter and reduce the Beneficiary's security for the indebtedness secured hereby.

Notwithstanding the foregoing provisions of this section 1.13, above:

(a) A member of Trustor may sell, assign, transfer or convey the interest of such member in Trustor so long as:

(i) among individuals or entities which are then members of Trustor; or

(ii) to individuals or entities for the benefit of such member which were not previously a member of Trustor; or

(iii) to immediate family members, including but not limited to siblings, children, grandchildren and spouses of members of Trustor (or trusts the beneficiaries of which are such family members of Trustor); or

(iv) by operation of law upon death of a member of Trustor; or

(v) to another partner, shareholder or member of Trustor acceptable to Beneficiary as a result of a Member's death.

PROVIDED, HOWEVER, that any such transfer described in subsections (i), (ii), (iii), (iv) or (v) above, shall not be subject to Beneficiary's written approval of the transferee, but shall be preceded by not less than ten (10) business days notice to Beneficiary of the same, describing the transfer, the transferee and the reasons which the same are permitted under the provisions of this section and shall not exhaust Trustor's one-time right to transfer the Property.

(b) Trustor may sell, assign, transfer or convey the Mortgaged Property or any part thereof or any interest therein (including, without limitation, any part of the beneficial interest of Trustor), provided all of the following conditions are satisfied:

(1) that such right may be exercised only one time;

(2) Beneficiary must give advance written approval of the purchaser, assignee, transferee or grantee, which approval may be granted or withheld by Beneficiary in its reasonable discretion;

(3) the purchaser, assignee, transferee or grantee shall execute and deliver to Beneficiary any and all documents reasonably deemed necessary or appropriate by Beneficiary for the assumption of the indebtedness and obligations secured by this Deed of Trust, all of which documents must be satisfactory in form and in substance to Beneficiary;

(4) the execution and delivery by Trustor and all guarantors of the indebtedness secured by this Deed of Trust of all documents reasonably deemed necessary or appropriate by Beneficiary to preserve, without impairment or other adverse effect whatsoever, the liability of Trustor and of all of the said guarantors under the Note, this Deed of Trust, or any other Loan Documents; provided, however, that Beneficiary shall not unreasonably withhold its consent to the release of Trustor and such guarantors for liabilities accruing subsequent to such approved transfer;

(5) payment by Trustor of all costs associated with the documentation, including but not limited to attorney's fees and expenses, title insurance charges, and recording costs.

(6) except for the permitted transfers described in section 1.13(a), in advance of each sale, assignment, transfer, or conveyance, Trustor shall pay Beneficiary a fee equal to one percent (1%) of the then outstanding principal balance due under the Note;

(7) no event of default shall have occurred which is uncured at the time of the proposed sale, assignment, transfer or conveyance; and

(8) such proposed sale, assignment, transfer or conveyance shall not constitute or cause a default under any of the Leases.

1.14 Transfer of Personal Property. Trustor shall not voluntarily, involuntarily or by operation of law sell, assign, transfer, hypothecate, pledge or otherwise dispose of the Personal Property or any interest therein and shall not otherwise do or permit anything to be done or occur that may impair the Personal Property as security hereunder, except that so long as this Deed of Trust is not in default, Trustor shall be permitted to sell or otherwise dispose of the Personal Property (a) when inadequate, unserviceable or unnecessary for use in the operation of the Property or in the conduct of the business of Trustor, upon replacing the same or substituting for the same other Personal Property at least equal in value to the initial value of that disposed of and in such a manner so that said Personal Property is sold in connection with the sale of the Property; or (b) in connection with the sale, assignment, transfer or conveyance of the Mortgaged Property in accordance with the terms of Section 1.13. Trustor shall require, as a condition of the sale, that the buyer specifically agree to assume Trustor's obligations as to the security interest herein granted and to execute whatever agreements and filings may be deemed necessary by Beneficiary to maintain its perfected security interest in the Personal Property or any such replacement or substitution therefor.

1.15 Title to Replacements and Substitutions. All right, title and interest of Trustor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to the Personal Property, Improvements or the Mortgaged Property hereafter acquired by or released to Trustor or constructed, assembled or placed by Trustor on the Mortgaged Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may

be, and in each such case, without any further deed of trust, conveyance, assignment or other act by Trustor, shall become subject to the lien of this Deed of Trust as fully and completely, and with the same effect and in the same priority as the lien of this Deed of Trust shall have attached to the item so replaced or substituted immediately prior to such replacement or substitution, as though now owned by Trustor and specifically described in the granting clause hereof, but at any and all times Trustor will execute and deliver to Trustee any and all such further assurances, deeds of trust, conveyances or assignments thereof as Trustee or Beneficiary may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Deed of Trust.

1.16 Security Agreement. This Deed of Trust shall be self-operative and shall constitute a Security Agreement as that term is defined in the Nebraska Uniform Commercial Code with respect to all of those portions of the Mortgaged Property which constitute personal property or fixtures governed by the Nebraska Uniform Commercial Code, provided, however, Trustor hereby agrees to execute and deliver on demand and hereby irrevocably constitutes and appoints Beneficiary the attorney-in-fact of Trustor (such power coupled with an interest) to execute, deliver and, if appropriate, to file with the appropriate filing officer or office such security agreement, financing statement or other instruments as Beneficiary may request or require in order to impose or perfect the lien or security interest hereof more specifically thereon.

1.17 Advances. If Trustor shall fail to perform any of the covenants herein contained or contained in any other Loan Document, the Beneficiary may, but without obligation to do so, pay any and all amounts necessary to perform same or cause same to be performed on behalf of Trustor, and all sums so expended by Beneficiary for payment of any item whatsoever, including, but not by limiting the generality of the foregoing, payment of taxes, insurance premiums, lien claimants, assessments or other expenses to preserve, protect or operate the Mortgaged Property or any part thereof (or the lien of this Deed of Trust) in connection with any foreclosure, receivership or otherwise, shall be secured by this Deed of Trust and each such payment shall be and all such payments shall be collectively referred to herein as an "Advance". The Trustors shall repay to Beneficiary on demand each and every Advance and the sum of each such Advance shall accrue interest at the Default Rate, as that term is defined in the Note, from the date of each Advance until repaid to Beneficiary. Nothing herein contained, including the payment of such amount or amounts by Beneficiary, shall prevent any such failure to perform on the part of Trustor from constituting an Event of Default as defined herein.

1.18 Financial Statements. Trustor shall furnish to Beneficiary, for the entire term of the Note, annual financial statements including: (1) an annual operating statement showing all items of income and expense for the operation of the Mortgaged Property; (2) a balance sheet of the Trustor; and (3) a profit and loss statement of the Trustor. Such annual financial statement shall be delivered to the Beneficiary within ninety (90) days after the close of the Trustor's fiscal year, shall be prepared in accordance with generally accepted accounting principles, consistently applied, and shall be prepared by an independent certified public accountant and certified to be correct by the Trustor.

However, upon the occurrence of an Event of Default, regardless of whether the same is cured within the time permitted by any of the Loan Documents, the annual financial statements shall be audited, rather than certified, and shall fulfill all of the other foregoing requirements, if audited financial statements are requested by Beneficiary.

1.19 Time. The Trustor agrees that time is of the essence hereof in connection with all obligations of the Trustor herein, in the Note or any other Loan Documents.

1.20 Estoppel Certificates. The Trustor within ten (10) days after written request shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Deed of Trust, and stating either that no setoffs or defenses exist against the Deed of Trust debt, or, if such setoffs or defenses are alleged to exist, the nature thereof.

1.21 Records. The Trustor agrees to keep adequate books and records of account in accordance with generally accepted accounting principles and will permit the Beneficiary and its agents, accountants and attorneys, to visit and inspect the Mortgaged Property and examine its books and records of account in respect of the Mortgaged Property, and to discuss its affairs, finances and accounts with the Trustor, at such reasonable times as Beneficiary may request.

1.22 Assignment of Rents and Profits. Trustor does hereby assign to Beneficiary all rents and profits from the Mortgaged Property (the "Rents and Profits") as follows:

(a) The Rents and Profits are hereby assigned, transferred, conveyed and set over to Beneficiary to be applied by Beneficiary in payment of the principal and interest and all other sums payable on the Note, and all other sums payable under this Deed of Trust. In accordance with the provisions that certain Assignment of Rents and Leases executed concurrently herewith, all payments of Rents and Profits shall be payable directly to Beneficiary at the address set forth in Section 5.13 hereof, however, prior to the happening of any Event of Default as set forth in Article II hereof, the amount of Rents and Profits which shall be retained by Beneficiary shall not exceed the amount of the monthly payments due Beneficiary under the Note, plus any Reserves being collected pursuant to the provisions hereof. Prior to any Event of Default, Beneficiary shall apply the amounts so collected, in its sole discretion: first to the payment of installments of principal and interest on the Note; second, to the payment of all other sums due under the Note and Deed of Trust or under the provisions of the Assignment of Rents and Leases; and any amounts not applied in accordance with the foregoing shall be promptly refunded to Trustor in accordance with the terms of the Assignment of Rents and Leases made by Trustor in favor of Beneficiary as of the same date as this Deed of Trust. Nothing contained in this Section 1.22(a) or elsewhere in this Deed of Trust shall be construed to make Beneficiary a "mortgagee in possession" unless and until Beneficiary actually takes possession of the Mortgaged Property either in person or through an agent or receiver.

(b) Trustor agrees to execute and deliver to Beneficiary concurrently with the execution and delivery of this Deed of Trust an Assignment of Rents and Leases in a form and content acceptable to Beneficiary. Trustor further agrees to execute such other assignments of Rents and Profits applicable to the Mortgaged Property as the Beneficiary may from time to time request while this Deed of Trust and the debt secured hereby are outstanding. Trustor shall not (i) execute (except as noted above) an assignment of any of its right, title or interest in the Rents and Profits or any portion thereof, (ii) execute any lease of any portion of the Mortgaged Property except in form and content acceptable to Beneficiary, (iii) terminate or consent to the cancellation or surrender of any lease or tenancy of the Mortgaged Property or of any part thereof, now existing or hereafter to be made, having an unexpired term of six (6) months or more, or (iv) in any other manner

impair the value of the Mortgaged Property or the security of the Beneficiary for the payment of the indebtedness.

(c) Trustor covenants and agrees that it shall at all times promptly and faithfully perform, or cause to be performed, all of the covenants, conditions and agreements contained in all leases of the Mortgaged Property now or hereafter existing, on the part of the lessor thereunder to be kept and performed.

(d) Nothing herein shall obligate the Beneficiary to perform the duties of the Trustor as landlord or lessor under any such leases or tenancies.

(e) The Trustor shall furnish to the Beneficiary, within fifteen (15) days after a request by the Beneficiary to do so, a written statement, certified as true and correct by the Trustor, containing the names of all lessees or occupants of the Mortgaged Property, the terms of their respective leases or tenancies, the spaces occupied and the rentals paid. If any of such leases provide for the giving by the lessee of certificates with respect to the status of such leases, the Trustor shall exercise its right to request such certificates within five (5) days of any demand therefor by the Beneficiary.

1.23 Compliance with Covenants. Trustor warrants that it is not in violation of any covenant, condition or restriction regarding the ownership, use or occupancy of the Mortgaged Property and that the use of Improvements, upon completion thereof, shall not constitute a violation of any such covenant, condition or restriction. If Trustor shall fail to perform any obligations set forth in such covenants, conditions or restrictions, the Beneficiary may, but without obligation to do so, pay any and all amounts necessary to perform same or cause same to be performed on behalf of Trustor, and all sums so expended by Beneficiary for any such payment or performance shall be secured by this Deed of Trust and shall be an Advance under the terms of this Deed of Trust. Trustor's failure to perform its obligations under any such declaration or mutual arrangement shall constitute an Event of Default.

1.24 Identities Unchanged. The Trustor hereby acknowledges and agrees that the identity of the persons controlling Trustor was a substantial and material consideration to the Beneficiary in consenting to the Trustor identified in this Deed of Trust being the Trustor herein and the maker of the Note. Therefore, subject to the permitted transfers set forth in Section 1.13, until all indebtedness secured hereby is fully paid and all obligations relating thereto are fully performed or otherwise satisfied the members of the Trustor and such members' respective owners shall remain unchanged.

1.25 Use of Loan Proceeds. The Mortgagor warrants and covenants that all proceeds of the Loan will be used for business or commercial investment purposes specifically consisting of refinancing of the Mortgaged Premises.

ARTICLE II

2.01 Events of Default. The occurrence of any one of more of the following shall be deemed to be an even of default (an "Event of Default") hereunder:

(a) Failure by Trustor to pay in full on or before the Maturity Date, as that term is defined in Section 5.17, all amounts due and payable under the Note, this Deed of Trust and each and every other Loan Document. It is expressly agreed that such failure shall constitute an Event of Default without any requirement that any notice of such failure be given to any person or entity.

(b) Failure to make any monthly payment when due in accordance with the terms of the Note or this Deed of Trust.

(c) Occurrence of a non-monetary default under the terms of the Note, this Deed of Trust, any Loan Document or any other document executed in connection herewith.

(d) Breach of any warranties or representations given by Trustor to Beneficiary or if any warranty, representation or disclosure made by Trustor provides to be materially false or misleading on the date on which it was made, whether or not the warranty, representation or disclosure appears in this Deed of Trust, any other Loan Document, or any document or information provided to Beneficiary to be used in determining whether or not to make the loan evidenced by the Loan Documents.

(e) Institution of foreclosure or other proceedings to enforce any deed of trust or any security interest or other lien or encumbrance of any kind upon the Mortgaged Property or any portion thereof.

(f) Should the Trustor, or any guarantor of the Note, or any successors and assigns or any one of them, or any member of Trustor, including without limitation, the current owners of any interest in the Mortgaged Property, or Kmart Corporation, as Lessee under one of the Leases:

(i) file a petition in voluntary bankruptcy or for an arrangement or reorganization pursuant to Chapters 7, 11, or 13 of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing (hereafter referred to as a "Bankruptcy Proceeding"); or

(ii) file any answer admitting insolvency or inability to pay its debts; or

(iii) fail to obtain a vacation or stay of any involuntary Bankruptcy Proceeding within the forty-five (45) day period from the date of filing specified in the Note; or

(iv) be adjudicated a bankrupt or declared insolvent in any Bankruptcy Proceeding; or

(v) have a trustee or receiver appointed for or have any court take jurisdiction of its property, or the major part thereof, in any involuntary proceeding for the purpose of reorganization, arrangement, dissolution, or liquidation if such trustee or receiver

shall not be discharged or if such jurisdiction shall not be relinquished, vacated or stayed on appeal or otherwise within sixty (60) days; or

(vi) make an assignment for the benefit of its creditors; or

(viii) admit in writing its inability to pay its debts generally as they become due; or

(g) Voluntary or involuntary termination or suspension of the business of Trustor or the attachment or seizure of a substantial part of Trustor's assets or any portion of the Mortgaged Property; or

(h) A default under any subordinate deed of trust; or

(i) Any other event occurs which under the Note, this Deed of Trust or any other Loan Document constitutes a default or gives the Beneficiary the right to accelerate the maturity of the indebtedness.

ARTICLE III

Remedies

Upon the occurrence of any Event of Default, if not cured within the time, if any, permitted in the Note, this Deed of Trust or any other Loan Document, Trustee and Beneficiary shall have the following rights and remedies:

3.01 Acceleration of Maturity. Beneficiary may declare the entire principal of the Note then outstanding (if not then due and payable thereunder) and all other obligations of Trustor hereunder, to be due and payable immediately, and upon any such declaration the principal of the Note and accrued and unpaid interest, and all other amounts to be paid under the Note, this Deed of Trust or any other Loan Document shall become and be immediately due and payable, anything in the Note or in this Deed of Trust to the contrary notwithstanding.

3.02 Default Interest. Irrespective of whether Beneficiary exercises any other right set forth in this Article III, the entire principal balance under the Note shall thereafter earn interest at the Default Rate, as defined in the Note.

3.03 Operation of Mortgaged Property. Beneficiary in person or by agent may, without any obligation so to do, and without notice or demand upon Trustor and without releasing Trustor from any obligation hereunder: (i) make any payment or do any act which Trustor has failed to make or do; (ii) make or enforce, or if the same be subject to modification or cancellation, modify or cancel leases upon such terms or conditions as Beneficiary deems proper; (iii) obtain and evict tenants, and fix or modify rents, make repairs and alterations and do any acts which Beneficiary deems proper to protect the security hereof; and (iv) with or without taking possession, in its own name or in the name of Trustor, sue for or otherwise collect and receive the Rents and Profits and all other benefits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

3.04 Judicial Remedies. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust or to enforce any of the covenants and agreements hereof and to take such steps to protect and enforce its right whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note, this Deed of Trust or any other Loan Document, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Beneficiary shall elect.

3.05 Maintenance of Mortgaged Property. Beneficiary may have a receiver appointed by a court of competent jurisdiction for the purpose of collecting rents and managing the Mortgaged Property or the Trustee or Beneficiary personally, or by its agents or attorneys, or by the receiver appointed by the court, may enter into and upon all or any part of the Mortgaged Property, and each and every part thereof, and may exclude the Trustor, its agents and servants wholly therefrom, and having and holding the same, may use, operate, manage and control the Mortgaged Property and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers. Upon every such entry, any party occupying the Mortgaged Property in accordance with this Article III, at the expense of the Mortgaged Property or Trustor, may from time to time maintain and restore the Mortgaged Property or any part thereof either by purchase, repair or construction may make such changes in the Improvements as it may deem desirable and may insure the same. Likewise, from time to time, at the expense of the Mortgaged Property, the Trustee or Beneficiary or any such party may make all necessary or proper repairs, renewals and replacements of the Personal Property and such useful alterations, betterments and improvements thereto and thereon as to it may seem advisable. In every such case, the Trustee or Beneficiary or any such party shall have the right to manage and operate the Mortgaged Property and to carry on the business thereof and exercise all rights and powers of the Trustor with respect thereto either in the name of the Trustor or otherwise as it shall deem best and shall be entitled to collect and receive the Rents and Profits of the Mortgaged Property and every part thereof and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterment and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Mortgaged Property or any part thereof, as well as just and reasonable compensation for the agents, clerks, servants and other employees by it properly engaged and employed, the Beneficiary shall apply the monies arising as aforesaid, in the order as is set forth in the Note.

3.06 Rights of Secured Party. Beneficiary shall have all of the remedies of a Secured Party under the Uniform Commercial Code of Nebraska, including without limitation, the right and power to sell, or otherwise dispose of, the Personal Property, or any part thereof, and for that purpose may take immediate and exclusive possession of the Personal Property, or any part thereof, and with or without judicial process, enter upon any premises on which the Personal Property or any part thereof, may be situated and remove the same therefrom without being deemed guilty of trespass and without liability for damages thereby occasioned, or at Beneficiary's option Trustor shall assemble the Personal Property and make it available to the Beneficiary at the place and the time designated in the demand. Beneficiary shall be entitled to hold, maintain, preserve and prepare the Personal Property for sale in the manner provided by law. Beneficiary, without removal of the Personal Property from the Mortgaged Property, may render the Personal Property unusable and dispose of the Personal Property on the Mortgaged Property. To the extent permitted by law, Trustor expressly waives any notice of sale or other disposition of the

Personal Property and any other right or remedy of Beneficiary existing after default hereunder, and to the extent any such notice is required and cannot be waived, Trustor agrees that as it relates to this Section 3.06 only, if such notice is marked, postage prepaid, to the Trustor at the below address at least ten (10) days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice.

3.07 Foreclosure. All rights, powers and privileges granted to or conferred upon a beneficiary and trustee under a deed of trust in accordance with the laws of the State of Nebraska are hereby adopted and incorporated into this Deed of Trust by this reference and in accordance with such rights, powers and privileges:

(a) The Trustee may, and upon the written request of Beneficiary shall, with or without entry, personally or by its agents or attorneys insofar as applicable pursuant to and in accordance with the laws of Nebraska:

(i) sell the Mortgaged Property, and all estate, right, title and interest, claim and demand therein at one or more sales in its entirety or in parcels, and at such time and place and after such notice thereof as may be required or permitted by law at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale; or

(ii) institute proceedings for the complete or partial foreclosure of this Deed of Trust as a mortgage, and in this connection Trustor does hereby expressly waive to the extent permitted by law its rights of redemption, if any, after a mortgage foreclosure sale; or

(iii) apply to any court of competent jurisdiction for the appointment of a receiver or receivers for the Mortgaged Property and of all the earnings, revenues, rents, issues, profits and income thereof; or

(iv) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this Deed of Trust, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Beneficiary shall select.

(b) The Trustee may adjourn from time to time any sale by it made under or by virtue of this Deed of Trust by announcement at the time and place appointed for such sale or sales and, except as otherwise provided by any applicable provision of law, the Trustee without further notice or publication, may make such sale at the time and place to which the sale at the time and place to which the sale shall be so adjourned;

(c) Upon the completion of any sale or sales made by the Trustee under or by virtue of this Section, the Trustee shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any such sale or sales made under or by virtue of this Section whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Trustor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against the Trustor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under the Trustor.

(d) In the event of any sale made under or by virtue of this Section whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the entire principal of and interest on the Note and all accrued interest on the Note, and all other sums required to be paid by the Trustor pursuant to this Deed of Trust, to be paid in accordance with the provisions of the Note, shall become due and payable, anything in the Note or in this Deed of Trust to the contrary notwithstanding.

(e) The proceeds or avails of any sale made under or by virtue of this Section, together with any other sums which then may be held by the Trustee or Beneficiary under this Deed of Trust whether under the provisions of this Section or otherwise, shall be applied as follows:

First: To the payment of the costs and expenses of such sale, including reasonable compensation to the Trustee, fees of agents and counsel of Beneficiary and/or Trustee, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and Advances made or incurred by the Trustee or Beneficiary under this Deed of Trust together with interest at the Default Rate, except any taxes, assessments or other charges subject to which the Mortgaged Property has been sold;

Second: To the payment of the amounts evidenced by the Note and in the order as is set forth in the Note (including attorney's fees as therein provided);

Third: To the payment of any other sums required to be paid by the Trustor pursuant to any provisions of this Deed of Trust or of the Note; and

Fourth: To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

(f) Upon any sale made under or by virtue of this Section, whether made under the power of sale herein granted or granted in accordance with the laws of the state in which the Property is located or under by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Beneficiary may bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness of the Trustor secured by this Deed of Trust the net sales price after deducting therefrom the expenses of the sale and the cost of the action and any other sums which the Beneficiary is authorized to deduct under this Deed of Trust. The Beneficiary upon so acquiring the Mortgaged Property, or any part thereof shall be entitled to hold, lease, rent, operate, manage and sell the same in any manner provided by applicable laws.

3.08 Leases. In the event the Beneficiary shall institute judicial proceedings to foreclose the lien hereof, and shall be appointed as mortgagee in possession of the Mortgaged Property, the Beneficiary during such time as it shall be mortgagee in possession of the Mortgaged Property pursuant to an order or decree entered in such judicial proceedings, shall have, and the Trustor hereby gives and grants to the Beneficiary, the right, power and authority to make and enter into leases of the Mortgaged Property or any portion thereof for such rents and for such periods of occupancy and upon conditions and provisions as such mortgagee in possession may deem desirable, and Trustor expressly acknowledges and agrees that the term of any such lease may extend beyond the date of any sale of the Mortgaged Property pursuant to decree rendered in such judicial proceedings, it being the intention of the Trustor that while the Beneficiary is a mortgagee in possession of the premises pursuant to an order or decree entered in such judicial proceedings, such Beneficiary shall be deemed to be and shall be the attorney-in-fact of the Trustor for the purpose of making and entering into leases of parts or portions of the Mortgaged Property for the rents and upon the terms, conditions and provisions deemed desirable to such Beneficiary and with like effect as if such leases had been made by the Trustors as the owner in fee simple of the Mortgaged Property free and clear of any conditions or limitations established by this Deed of Trust. The power and authority hereby given and granted by the Trustor to Beneficiary shall be deemed to be coupled with an interest and shall not be revocable by Trustor.

3.09 Action by Beneficiary or Agent. Subject to and in accordance with applicable law, any of the actions referred to in this Article may be taken by Beneficiary, either in person or by agent, with or without bringing any action or proceeding, or by receiver appointed by a court, and any such action may also be taken irrespective of whether any notice of default or election to sell has been given hereunder and without regard to the adequacy of the security for the indebtedness hereby secured.

3.10 Marshaling of Assets. To the extent allowed by applicable law, Trustor on its own behalf and on behalf of its successors and assigns hereby expressly waives all rights to require a marshaling of assets by Trustee or Beneficiary or to require Trustee or Beneficiary to first resort to the sale of any portion of the Premises which might have been retained by Trustor before foreclosing upon and selling any other portion as may be conveyed by Trustor subject to this Deed of Trust.

3.11 Occupancy by Trustor. In the event of a trustee's sale hereunder, if at the time of such sale Trustor occupies the portion of the Mortgaged Property so sold or any part thereof, Trustor shall immediately become the tenant of the purchaser at such sale, which tenancy shall be

a tenancy from day to day, terminable at the will of either the tenant or any such purchaser, at a reasonable rental per day based upon the value of the portion of the Mortgaged Property so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the tenant holds over after a demand in writing from the purchaser for possession of such Mortgaged Property.

3.12 Remedies Cumulative. 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, 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. No delay or omission of Trustee or Beneficiary to exercise any right or power accruing upon any Event of Default shall impair any right or power or shall be construed to be a waiver of any Event of Default or any acquiescence therein; and every power and remedy given by this Deed of Trust to Trustee or Beneficiary may be exercised from time to time as often as may be deemed expedient by Trustee or Beneficiary. If there exists additional security for the performance of the obligations secured hereby, the holder of the Note, at its sole option, and without limiting or affecting any of the rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder either concurrently with whatever rights it may have in connection with such other security or in such order as it may determine. Nothing in this Deed of Trust or in the Note shall affect the obligation of Trustor to pay the principal of, and interest on, the Note in the manner and at the time and place therein respectively expressed.

ARTICLE IV

Trustee

4.01 Acceptance of Trust, Notice of Indemnification. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, becomes a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall not be obligated to perform any act required of it hereunder unless the performance of such act is requested in writing in the manner required by law and trustee is reasonably indemnified against loss, cost, liability and expense.

4.02 Substitution of Trustee. From time to time without cause for whatever reason, Beneficiary may, in the manner prescribed by law, appoint another trustee to act in the place and stead of Trustee or any successor and any writing executed to cause such substitution shall refer to this Deed of Trust and set forth the date, book and page of its recordation. The recordation of such instrument of substitution shall discharge trustee herein named and shall appoint the new trustee as the Trustee hereunder with the same effect as if originally named Trustee herein. A writing recorded pursuant to this paragraph shall be conclusive proof of the proper substitution of such new trustee.

4.03 Trustee's Powers. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of the Note secured hereby, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Mortgaged Property, Trustee may (i) reconvey any part of said Mortgaged Property, (ii) consent in writing to the making of any

map or plat thereof, (iii) join in granting any easement thereon, or (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof.

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

4.05 Indemnification of Trustee. Trustee may rely on any document believed by him in good faith to be genuine. All money received by Trustee shall, until used or applied as herein provided be held in trust, but need not be segregated (except to the extent required by law), and Trustee shall not be liable for interest thereon. Trustor shall indemnify Trustee against all liability and expenses which he may incur in the performance of his duties hereunder, except for its own negligence.

ARTICLE V

Miscellaneous

5.01 Non-Waiver. By accepting payment of any sum secured hereby after its due date or late performance of any indebtedness secured hereby, Beneficiary shall not waive its right against any person obligated directly or indirectly hereunder or on any indebtedness hereby secured, either to require prompt payment when due of all other sums so secured or to declare a default for failure to make payment except as to such payment accepted by Beneficiary. No exercise of any right or remedy by Trustee or Beneficiary hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law.

No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

Receipts of rents, awards, and any other monies or evidences thereof, pursuant to the provisions of this Deed of Trust and any disposition of the same by Trustee or Beneficiary shall not constitute a waiver of the power of sale or right of foreclosure by Trustee or Beneficiary in the event of a default or failure of performance by Trustor of any covenant or agreement contained hereon or the Note secured hereby.

5.02 Right to Release. Without affecting the liability of any other person for the payment of any indebtedness herein mentioned (including Trustor should it convey said Mortgaged Property) and without affecting the lien or priority hereof upon any property not released, Beneficiary may, without notice, release any person so liable, extend the maturity or modify the terms of any such obligation, or grant other indulgences, release or reconvey or cause to be released or reconveyed at any time all or any part of the Mortgaged Property, take or release any other security or make compositions or other arrangements with debtors. Beneficiary may also accept additional security, either concurrently herewith or hereafter, and sell the same or otherwise realize thereon either before, concurrently with, or after a sale hereunder.

5.03 Protection of Security. Should Trustor fail to make any payment or to perform any covenant as herein provided, Beneficiary (but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof) may: (i) make or do the same in such manner and to such extent as Beneficiary may deem necessary to protect the security hereof, Beneficiary being authorized to enter upon the Mortgaged Property for such purposes; (ii) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary; and/or (iii) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of Beneficiary is prior or superior hereto and, in exercising any such power, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor, including costs of evidence of title and reasonable attorneys' fees. Any expenditures in connection herewith shall be deemed an Advance and shall constitute part of the indebtedness secured by this Deed of Trust.

5.04 Rules of Construction. When the identity of the parties hereto or other circumstances make it appropriate, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The headings of each article, section or paragraph are for information and convenience only and do not limit or construe the contents of any provision hereof.

5.05 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.

5.06 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 and any owner or holder of the beneficiary interest under this Deed of Trust.

5.07 Governing Law. This Deed of Trust shall be construed according to and governed by the laws of the State of Nebraska.

5.08 Modifications. 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.

5.09 No Merger. If both the Lessor's and Lessee's estates under any lease or any portion thereof which constitutes a part of the Mortgaged Property shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger, and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Mortgaged Property pursuant to the provisions hereof, any leases or subleases then existing shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless

Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

5.10 Attorneys Fees and Other Costs. In the event that this Deed of Trust is placed in the hands of an attorney for collection or enforcement, or if suit be brought to enforce the Note, this Deed of Trust or the Loan Documents, or in the case it becomes necessary to protect the security for the indebtedness evidenced hereby, or in the event Beneficiary shall be made party to any litigation merely because of the existence of the indebtedness evidenced by the Note, this Deed of Trust or because of the existence of the Note and/or the Loan Documents, Beneficiary shall be entitled to receive its costs and reasonable attorneys fees both before and after judgment and whether or not suit be filed. Said costs and attorneys fees shall include, without limitation, costs and attorneys fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act, and the cost of any environmental assessments required by Beneficiary. The Trustor together with all endorsers, guarantors, sureties, accommodation parties to the Note and all other persons liable or to become liable on the Note, jointly and severally, agree to and/or shall be obligated to pay all such costs and fees.

5.11 Conflict. If the terms of any other Loan Document, except the Note, shall be in conflict with this Deed of Trust, then this Deed of Trust shall govern to the extent of the conflict. If the terms of this Deed of Trust shall be in conflict with the Note, the Note will then govern to the extent of the conflict.

5.12 Fixture Filing. With respect to any fixtures included within the definition of the Mortgaged Property hereunder, and with respect to any goods or other personal property that are or are to become such fixtures, this Deed of Trust shall constitute a financing statement under the Uniform Commercial Code of Nebraska. It is intended that as to such fixtures (including such goods or other personal property) and the proceeds thereof this Deed of Trust shall be effective as a financing statement filed as a fixture filing in the real estate records of the county in which the real estate is located. The land affected by this Deed of Trust consists of the real estate described in Exhibit "A" hereto. The owner of record of such land is the Trustor herein. Information concerning the interest of Beneficiary in such fixtures may be obtained from Beneficiary at its address as set forth in this Deed of Trust.

5.13 Notices. All notices to be given pursuant to this Deed of Trust shall be sufficient if given by personal service, by guaranteed overnight delivery service, by telex or telegram or by being mailed postage prepaid, certified or registered mail, return receipt requested, to the above described addresses of the parties hereto as set forth below, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date of personal service, the date after delivery to the guaranteed overnight delivery service, the date of sending the telex or telegram or two (2) days after mailing certified or registered mail.

Trustor's Address:

MAPLE JOINT VENTURE II LLC
c/o The Lerner Company
Two Old Mill
10855 West Dodge Road
Omaha, Nebraska 68154

Beneficiary's Address: The Lafayette Life Insurance Company
Attn: Investment Department – LL No. 8154
P.O. Box 7007
1905 Teal Road
Lafayette, IN 47903

5.14 Request for Notice of Default. Trustor requests that a true and correct copy of any notice of default and any notice of sale be sent to Trustor at the address set forth in Section 5.13 hereof.

5.15 Late Charges. As set forth and defined in the Note, there shall be due to Beneficiary a Late charge of six percent (6%) of the amount of any payment which is received by Beneficiary so as to incur a Late Charge, and all such Late Charges are secured hereby.

5.16 Prepayment. Trustor may not prepay the indebtedness evidenced by the Note prior to September 1, 2009, except as shall result from the application of regular monthly installments made pursuant to the Note. From and after September 1, 2009, Trustor shall have the right to prepay the entire unpaid balance of the indebtedness evidenced by the Note, subject to the terms and provisions of Section 5 of the Note. In the event the Note shall be accelerated due to an Event of Default, there shall be payable, in addition to the sum declared due and payable, all additional sums due and payable in accordance with the provisions of Section 5 of the Note, including the prepayment fee which would be due and payable in such event in accordance with the terms of the Note. Payment of such prepayment fee is secured hereby. Reference to the Note must be made for the full text of such provisions, which provisions are incorporated herein by this reference.

5.17 Loan Maturity. Unless the Note shall be accelerated, or unless Beneficiary shall, in its sole and absolute discretion and, without any obligation whatsoever, otherwise agree in a writing signed by the Beneficiary, all amounts due under the Note secured by this Deed of Trust shall be due and payable in full on March 1, 2019 (the "Maturity Date").

5.18 Exculpation. This Deed of Trust is subject to the provisions of Section 22 of the Note.

5.19 Environmental Matters. Trustor represents, warrants, covenants, and agrees as follows:

(a) Trustor, as of the date hereof, has never used, generated, manufactured, produced, stored, released, discharged, or disposed of on, under or about the Mortgaged Property or transported to or from the Mortgaged Property any Hazardous Substance (as defined herein) or, to the best of its knowledge, allowed any other person or entity to do so and, further, Trustor has no knowledge of any use, generation, manufacture, production, storage, release or disposition of, on, under or about the Mortgaged Property or transportation to or from the Mortgaged Property any Hazardous Substance (as defined herein) by any other person or entity;

(b) Trustor will not use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Mortgaged Property or transport to or from the Mortgaged Property any Hazardous Substance or allow any other person or entity to do so, unless Beneficiary has expressly consented in writing in advance and, even with such written consent, Beneficiary shall only do so in strict and full compliance with all Environmental Laws (as defined herein) and all reasonable conditions, if any, then established by Beneficiary;

(c) Trustor shall keep and maintain the Mortgaged Property in compliance with, and shall not cause or permit the Mortgaged Property to be in violation of any of the Environmental Laws or allow any other person or entity to do so;

(d) Trustor shall give prompt written notice to Beneficiary of:

(i) any proceeding or inquiry by any governmental authority whether Federal, state, or local, with respect to the presence of any Hazardous Substance on the Mortgaged Property or the migration thereof from or to the other property;

(ii) all claims made or threatened by any third party against Trustor or the Mortgaged Property relating to any loss or injury resulting from any Hazardous Substance; and

(iii) Trustor's discovery of any occurrence or condition on any real property that could cause the Mortgaged Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Mortgaged Property under any Environmental Law;

(e) Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Environmental Law and Trustor hereby agrees to pay any attorneys' fees and expenses thereby incurred by Beneficiary in connection therewith;

(f) Trustor shall protect, indemnify and hold harmless Beneficiary, its directors, officers, administrators, employees, agents, contractors, attorneys, successors, and assigns from and against any and all loss, damage, cost, liability or expense (including reasonable attorneys' fees and costs incurred in the investigation of the status of the Mortgaged Property and in the investigation, defense, settlement of claims, or otherwise incurred) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under or about the Mortgaged Property, including without limitation, (1) all consequential damages sustained or suffered by any of the persons herein indemnified or by any other person or entity including, without limitation, third party claimants and (2) the costs of any required or necessary repair, cleanup, or detoxification of the Mortgaged Property and the preparation and implementation of any closure, remedial or other required plans, including compliance with all Environmental Laws. This indemnity and covenant shall survive the repayment of

the Note, the reconveyance or assignment of this Mortgage, or the extinguishment of lien of this Deed of Trust by foreclosure or action in lieu thereof;

(g) In the event that any investigation, site monitoring, containment, cleanup, removal, restoration, or other remedial work of any kind or nature (the "Remedial Work") is reasonably necessary or desirable under any applicable local, state or Federal law or regulation, any judicial order, or by an governmental or nongovernmental entity or person because of, or in connection with, the current or future presence, suspected presence, release or suspected release of a Hazardous Substance in or into the air, soil, ground water, surface water or soil vapor at, on, about, under or within the Mortgaged Property, or any portion thereof, Trustor shall within thirty (30) days after written demand for performance thereof by Beneficiary or other party or governmental entity or agency (or such shorter period of time as may be required under any applicable law, regulation, order, or agreement), commence to perform, or cause to be commenced, and thereafter diligently prosecuted to completion, all such Remedial Work. All Remedial Work shall be performed by one or more contractors, approved in advance in writing by Beneficiary, and under the supervision of a consulting engineer approved in advance in writing by Beneficiary. All costs and expenses of such Remedial Work shall be paid by Trustor, including, without limitation, the charges of such contractor and the consulting engineer, and Beneficiary's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of such Remedial Work. In the event Trustor shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Beneficiary may, but shall not be required to, (1) declare an Event of Default hereunder and proceed to exercise any and all remedies available therefor and/or (2) cause such Remedial Work to be performed and all costs and expenses thereof incurred in connection therewith shall become part of the indebtedness secured hereby (regardless of whether such indebtedness then increases the outstanding balance of the Note to an amount in excess of the face amount thereof) and such indebtedness shall become due and payable immediately upon demand and with interest thereon at the Default Rate provided in the Note;

(h) Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Substance on, under, or about the Mortgaged Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Substance claims. Said consent may be withheld, without limitation, if Beneficiary, in its reasonable judgment, determines that said remedial action, settlement, consent, or compromise might, impair the value of Beneficiary's security hereunder, provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Substances in, on, under, or about the Mortgaged Property either poses an immediate threat to the health, safety, or welfare of any individual or is of such a nature that an immediate remedial response is necessary, and it is not possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, when such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of

competent jurisdiction, or (ii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action that would result in materially less impairment of Beneficiary's security hereunder.

(i) Trustor shall give to the Beneficiary, its agents and employees access to the Mortgaged Property and hereby specifically grants to the Beneficiary a license, effective: (a) immediately, if, in the opinion of the Beneficiary, irreparable harm to the environment, the Mortgaged Property or persons or substantial amounts of Personal Property is imminent; or otherwise (b) upon expiration of the applicable cure periods to remove the Hazardous Substance;

(j) For purposes of this paragraph, the following terms shall have the meanings as set forth below:

(1) "Environmental Laws" shall mean any Federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Mortgaged Property, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended, 42 U.S.C. Sections 6901 et seq. and further including any and all subsequent amendments to any of the Environmental Laws applicable to or binding upon Mortgagor, Mortgagee, or the Mortgaged Property.

(2) The term "Hazardous Substance" shall include without limitation:

(aa) Those substances included within the definitions of any or more of the terms "hazardous substances", "hazardous materials", "toxic substances", and "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act as amended, 49 U.S.C. Sections 1801 et seq., and in the regulations promulgated pursuant to said laws or under applicable (state) law;

(bb) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(cc) Such other substances, materials and wastes which are or become regulated under applicable local, state or Federal laws, or which are classified as hazardous or toxic under Federal, state, or local laws or regulations; and

(dd) Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317); (E) flammable explosives; or (F) radioactive materials.

5.20 Waiver of Redemption Rights. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW TRUSTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION, IF ANY, AND ANY AND ALL RIGHTS TO STAY THE SALE OF THE PROPERTY IN FORECLOSURE.

5.21 No Partnership or Joint Venture. Trustor acknowledges and agrees that in no event shall Beneficiary be deemed to be a partner or joint venturer with Trustor. Without limitation of the foregoing, Beneficiary shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Deed of Trust or pursuant to any other instrument or document securing any portion of the indebtedness secured hereby or on account of receiving any release fee for partial releases of this Deed of Trust, or otherwise. Trustor further agrees to indemnify and hold the Beneficiary harmless from and against all loss, expense, or damage resulting from any construction or finding of a partnership or joint venture and from any action taken as a result thereof or pursuant thereto.

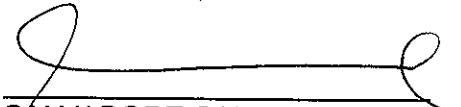
IN WITNESS WHEREOF, the Trustor has executed this Deed of Trust and Security Agreement effective as of the date first written above.

MAPLE JOINT VENTURE II LLC, a
Nebraska limited liability company

By: VENTURE-50, INC., a Nebraska
corporation, Member

By: 
JEFFREY M. KEATING
Vice President

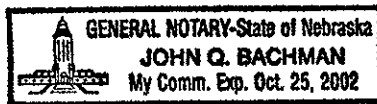
By: LERNER MAPLE PARTNERSHIP, a
Nebraska partnership, Member

By: 
SALVADORE CARTA
Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9th day of August, 1999, by JEFFREY M. KEATING, as Vice President of VENTURE-50, INC., a Nebraska corporation, as Member of MAPLE JOINT VENTURE II LLC, a Nebraska limited liability company, on behalf of the corporation on behalf of the limited liability company.

Witness my hand and official seal.



[seal]

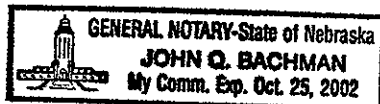
John Q. Bachman
Notary Public

My commission expires: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9th day of August, 1999, by SALVADORE CARTA, Partner, of LERNER MAPLE PARTNERSHIP, a Nebraska partnership, as Member of MAPLE JOINT VENTURE II LLC, a Nebraska limited liability company, on behalf of the partnership on behalf of the limited liability company.

Witness my hand and official seal.



[seal]

John Q. Bachman
Notary Public

My commission expires: _____

EXHIBIT "A"

Property

PARCEL I:

LOT 1, HILLSBOROUGH REPLAT 11, A SUBDIVISION, IN DOUGLAS COUNTY, NEBRASKA.

PARCEL II:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ECR DECLARATION FILED DECEMBER 31, 1992, IN BOOK 1051 AT PAGE 602, FOR INGRESS AND EGRESS OVER, UNDER AND ACROSS THOSE PORTIONS OF LOT 2, HILLSBOROUGH REPLAT 11, AS SET FORTH IN SAID INSTRUMENT.

END OF EXHIBIT "A"

EXHIBIT "B"

Permitted Encumbrances

1. Restrictions contained in Memorandum of Lease, filed January 21, 1993, in Book 1055 at Page 28.
2. Terms and provisions of the instrument captioned: Declaration, filed December 31, 1992, in Book 1051 at Page 592; and First Amendment to Declaration, filed May 10, 1993, in Book 1071 at Page 269.
3. Terms and provisions of the instrument captioned: Roadway Declaration, filed September 17, 1993, in Book 1096 at Page 158.
4. Terms, provisions, conditions and easements contained in the instrument captioned: "ECR Declaration", filed December 31, 1992, in Book 1051 at Page 602; and Consent filed March 9, 1993, in Book 1060 at Page 576; and Affirmation, filed July 11, 1994, in Book 1124 at Page 335.
5. Terms, provisions, and easements contained in the instrument captioned: "Declaration", filed July 11, 1994, in Book 1124 at Page 322.
6. Grant of Easement on Plat of Hillsborough Replat I, filed December 30, 1992, in Book 1940 at Page 487, for utilities to Omaha Public Power District, U.S. West Communications and any company which has been granted a franchise to provide cable TV in the area to be subdivided, on, over, through, and across a 5 foot wide strip of land abutting all front and side boundary lot line; an 8 foot wide strip of land adjoining the rear boundary lines of all interior lots; and a 16 foot wide strip of land adjoining the rear boundary lines of all exterior lots.
7. That certain Lease Agreement dated November 24, 1992, by and between Trustor as successor in interest to Maple Joint Venture and Kmart Corporation, a memorandum of which was recorded January 21, 1993, in Book 1055, Page 37, of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (the "Real Estate Records"), as amended by that certain First Amendment to Lease dated February 15, 1993, recorded in the Real Estate Records on June 24, 1994, in Book 1123, page 35.

END OF EXHIBIT "B"