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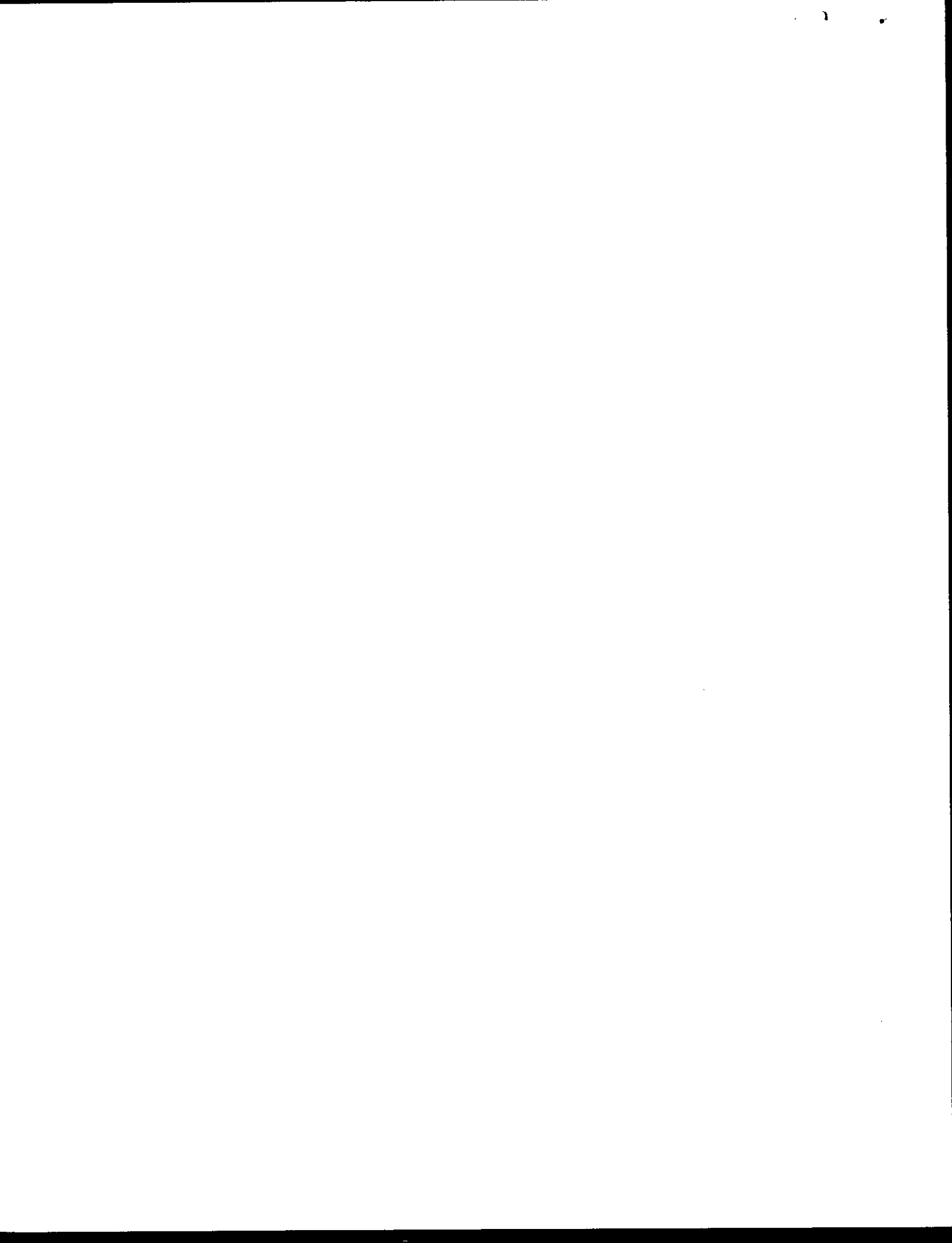


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REAL ESTATE MORTGAGE

(Open-End)

THIS REAL ESTATE MORTGAGE ("Mortgage") is made and entered into this date January 17, 1995, by and between West Pacific Self Storage Limited Partnership, A Nebraska Limited Partnership ("Mortgagors") and Firststar Bank Council Bluffs ("Mortgagee").

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 795,000.00. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

Mortgagors hereby acknowledge the receipt of a copy of this Mortgage.

1. **GRANT OF MORTGAGE AND SECURITY INTEREST.** Mortgagors hereby sell, convey and mortgage unto Mortgagee, and grant a security interest to Mortgagee, in the following described property:

a. **Land and Building.** All of Mortgagors' right, title and interest in and to the following described real estate situated in the County of Douglas, State of ~~Iowa~~ ^{Nebraska} (the "Land"):

Lot 1, Block 28, Pacific Heights, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, EXCEPT that part deeded to the County of Douglas, Nebraska, described as follows: Referring to the Northeast corner of said Lot; thence South 02°55'25" East (assumed bearing) along the East line of said lot 1, a distance of 69.01 feet; thence South 87°46'40" West a distance of 31.31 feet; thence South 42°16'16" West, a distance of 39.24 feet; thence North 81°17'33" West, a distance of 73.84 feet; thence South 87°46'40" West, a distance of 50.0 feet; thence South 72°08'08" West, a distance of 51.92 feet; thence South 78°41'15" West, a distance of 101.27 feet; thence South 83°46'40" West, a distance of 200.49 feet; thence South 87°46'40", a distance of 100.0 feet; thence South 83°12'14" West, a distance of 68.05 feet to a point on the West line of said lot 1; thence North 32°40'20" West along said West lot line, a distance of 153.61 feet to a point on the South right of way line of Pacific Street; thence North 87°46'40" East along said South right of way line, a distance of 776.15 feet to the point of beginning.

RECEIVED
FEB 22 11 18 AM '95
GEORGE J. DUBLEVICH
REGISTRAR OF DEEDS
DOUGLAS COUNTY, NE

01979
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and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Land (the "Buildings"), including all hereditaments, easements, appurtenances, riparian rights, mineral rights, oil and gas rights and profits, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the Land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the Land;

b. **Personal Property and Fixtures.** All fixtures and other personal property belonging to, or hereafter becoming a part of the Land or the Buildings, whether attached or detached, including, but not limited to, light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, screens, linoleum, floor covering, water softeners, automatic heating and air-conditioning equipment and all proceeds, products, assessments, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for the foregoing (the "Personal Property");

c. **Revenues and Income.** All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Land, Buildings and Personal Property, or any part thereof (the "Revenues and Income"); TO HAVE AND TO HOLD the Land, Buildings, Personal Property and Revenues and Income (collectively called the "Mortgaged Property"), together with all privileges and hereditaments thereunto now or hereafter belonging, or in any way appertaining to, and the products and proceeds thereof, unto Mortgagee, its successors and assigns.

CBREM 1 (3/91)

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2. OBLIGATIONS. This Mortgage secures the following (hereinafter collectively referred to as the "Obligations"): all indebtedness and obligations of Mortgages as maker or surety and of every kind and character, whether from time reduced and thereafter returned, whether such other indebtedness and obligations are secured by additional or different collateral and whether such additional indebtedness and obligations arise or arose from or were acquired by Mortgagee by purchase, assignment or otherwise, including, but not limited to, any sums advanced by Mortgagee for legal expenses and attorneys' fees arising out of the enforcement of or foreclosure under this Mortgage and all costs and expenses advanced by Mortgagee hereunder. Indebtedness incurred in a "Consumer Credit Transaction", as defined in the Iowa Consumer Credit Code, shall not be secured by this Mortgage. The limitation upon the total amount of credit secured by this Mortgage shall not be construed to include any accrual of interest, protective disbursements made by Mortgagee advanced or any expenses advanced by Mortgagee hereunder.

3. REPRESENTATIONS AND WARRANTIES OF MORTGAGORS. Mortgages represent, warrant, and covenant to Mortgagee that (i) Mortgages hold clear title to the Mortgage Property and title in fee simple in the Land; (ii) Mortgages have the right, power and authority to execute this Mortgage and to mortgage and grant a security interest in the Mortgage Property; (iii) the Mortgage Property is free and clear of all liens, security interests and encumbrances, except for real estate taxes not yet delinquent and except as otherwise stated in subparagraph 1(a) herein; (iv) Mortgages will warrant and defend title to the Mortgage Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; and (v) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land.

4. PAYMENT AND PERFORMANCE OF THE OBLIGATIONS. Mortgages will pay all amounts payable under the Obligations in accordance with the terms of the Obligations and will pay all other indebtedness when and as due and will timely perform all other obligations of Mortgages under this Mortgage and the Obligations. The provisions of the Obligations are hereby incorporated by reference into this Mortgage as if fully set forth herein.

5. TAXES AND SPECIAL ASSESSMENTS. Mortgages shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Mortgage Property before the same become delinquent, without notice or demand, and shall deliver to Mortgagee proof of such payment within fifteen (15) days after the date on which such tax or assessment becomes delinquent.

Upon request of Mortgagee, Mortgages shall deposit with and pay to Mortgagee on the first day of each month, one-twelfth (1/12) of the estimated annual taxes and assessments levied or assessed against the Mortgage Property and one-twelfth (1/12) of the annual premiums for insurance required by this Mortgage to be furnished by Mortgagee. Mortgagee shall use such deposits to pay the taxes, assessments and insurance premiums when the same become due. Unless required by law, Mortgagee shall not be required to pay Mortgages interest on such deposits. Mortgages shall procure and deliver to Mortgagee, in advance, statements for such charges. If the total payments made by Mortgages under this paragraph exceed the amount of payments actually made by Mortgagee for taxes, assessments and insurance premiums, such excess shall be credited by Mortgagee on subsequent deposits to be made by Mortgages. If, however, the deposits are insufficient to pay the taxes, assessments and the insurance premiums when the same are due and payable, Mortgages will pay to Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such taxes, assessments and insurance premiums shall be due.

6. LIENS. Mortgages shall not create, incur or suffer to exist in any lien, encumbrance, security interest or charge on the Mortgage Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Mortgages shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgage Property. Mortgages shall not create, incur or suffer to exist in any lien, encumbrance, security interest or charge on the Mortgage Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Mortgages shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgage Property.

7. COMPLIANCE WITH LAWS. Mortgages shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgage Property, any part thereof or the use thereof.

8. PERMITTED CONTESTS. Mortgages shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 5 hereof, (ii) discharge or remove any lien, encumbrance or charge referred to in paragraph 6 hereof, or (iii) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 7 hereof, so long as Mortgagee shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of Mortgagee's liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (a) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrance or charge so contested, (b) the sale, forfeiture or loss of Mortgage Property or any part thereof, and (c) any interference with the use or occupancy of the Mortgage Property or any part thereof. Mortgages shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 8.

9. CARE OF PROPERTY. Mortgages will not commit or permit any waste on or to the Mortgage Property. Mortgages shall take good care of the Mortgage Property; shall keep the Buildings and Personal Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage. Mortgages shall not make any material alteration to the Mortgage Property without the prior written consent of Mortgagee.

10. DUE ON SALE. If all or any part of Mortgages' interest in the Mortgage Property is sold, conveyed, assigned, mortgaged, encumbered, hypothecated or transferred without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's sole option, declare all sums secured hereby immediately due and payable in full.

11. INSURANCE. Mortgages, at their sole cost and expense, shall maintain insurance on the Personal Property and on Buildings and other improvements now existing or hereafter erected on the Land against loss by fire, extended coverage perils and such other hazards as Mortgagee may from time to time require, such insurance to have a "Replacement Cost" endorsement attached thereto, with the amount of the insurance at least equal to the balance of the Obligations. At Mortgages' option, such policy may have a co-insurance clause of not less than 90% of replacement cost, provided the policy contains an appropriate form of cost escalation endorsement. Mortgages will at their sole cost and expense, from time to time, and at any time at the request of Mortgagee, insure as Mortgagee with reasonable satisfaction to Mortgagee of the replacement cost of the Personal Property and Buildings. Mortgages will maintain such other insurance as Mortgagee may reasonably require.

(b) Policy Provisions. All insurance policies and renewals thereof maintained by Mortgages pursuant to this Mortgage shall be written by an insurance carrier satisfactory to Mortgagee, contain a mortgage clause in favor of and in form acceptable to Mortgagee, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days prior written notice to Mortgagee and be reasonably satisfactory to Mortgagee in all other respects.

(c) Delivery of Policy or Certificate. If requested by Mortgages, Mortgages will deliver to Mortgagee original policies satisfactory to Mortgagee evidencing the insurance which is required under this Mortgage, and Mortgages shall promptly furnish to Mortgagee all renewal notices and, upon request of Mortgagee, evidence of payment thereof. At least ten (10) days prior to the expiration date of a required policy, Mortgages shall deliver to Mortgagee a renewal policy in form satisfactory to Mortgagee. If Mortgages have a blanket insurance policy in force providing coverage for several properties of Mortgages, including the Mortgage Property, Mortgagee will accept a certificate of insurance, together with a certified copy of such blanket insurance policy, provided the certificate sets forth the amounts of insurance and coverage (and such amounts are at least equal to the amounts required herein), the original policy or policies of insurance are written by a carrier or carriers acceptable to Mortgagee, such policies insure the Mortgage Property against the risks set forth herein, and such certificate provides that the policy or policies referred to herein cannot be amended, modified or cancelled without thirty (30) days prior written notice, to Mortgagee.

(d) Assignment of Policy and Proceeds. If the Mortgage Property is sold at a foreclosure sale or if Mortgagee shall acquire title to the Mortgage Property, Mortgagee shall have all of the right, title and interest of Mortgages in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgage Property prior to and after such sale or acquisition.

(e) Notice of Damage or Destruction; Adjusting Loss. If the Mortgage Property or any part thereof shall be damaged or destroyed by fire or other casualty, Mortgages will, within five (5) calendar days after the occurrence of such damage or destruction, give written notice thereof to the insurance carrier and Mortgagee and will not adjust any damage or loss which is estimated by Mortgages in good faith to exceed \$25,000 unless Mortgagee shall have joined in or concurred with such adjustment; but if there has been no adjustment of any such damage or loss within four (4) months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four (4) month period or at any time thereafter, Mortgagee may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Mortgages do hereby irrevocably authorize, empower and appoint Mortgagee as attorney-in-fact for Mortgages (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Mortgages.

(f) Application of Insurance Proceeds. All sums paid under any insurance policy required by this Mortgage shall be paid to Mortgagee, which shall, at its option, apply the same (after first deducting therefrom Mortgagee's expenses incurred in collecting the same, including, but not limited to, reasonable attorneys' fees) to the reduction of the Obligations or to the Payment of the restoration, repair, replacement or rebuilding of the Mortgage Property that is damaged or destroyed in such manner as Mortgagee shall determine and secondly to the reduction of the Obligations. Any application of insurance proceeds to principal of the obligations shall not extend or postpone the due date of the installments payable under the Obligations or change the amount of such installments.

(g) Reimbursement of Mortgagee's Expenses. Mortgages shall promptly reimburse Mortgagee upon demand for all of Mortgagee's expenses incurred in connection with the collection of the insurance proceeds, including, but not limited to, reasonable attorneys' fees, and all such expenses shall be added to the Mortgage Property.

12. INSPECTION. Mortgagee, or its agents, shall have the right to enter upon the Mortgage Property, at all reasonable times, for the purpose of inspecting the Mortgage Property or any part thereof. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Mortgage Property by Mortgagee shall be entirely for its benefit and neither Mortgagee nor any third party shall in any way rely or claim reliance thereon.

13. PROTECTION OF MORTGAGEE'S SECURITY. Subject to the rights of Mortgages under paragraph 8 hereof, if Mortgages fail to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgage Property or the interest of the Mortgagee therein, or the title thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements, defend against or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest in the Mortgage Property or the interest of the Mortgagee therein, and any such action shall be immediately due and payable by Mortgages unless Mortgages and Mortgagee agree in writing to other terms of repayment. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Obligations under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagee for any damage or claims arising out of action taken by Mortgagee pursuant to this paragraph.

14. **CONDEMNATION.** Mortgagors shall give Mortgagee prompt notice of any action, actual or threatened, in condemnation or eminent domain and hereby assign, transfer and set over to Mortgagee the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation. Mortgagee is hereby authorized to intervene in any such action in the names of Mortgagors, to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any expenses incurred by Mortgagee in intervening in such action or compromising and settling such action or claim, or collecting such proceeds, shall be reimbursed to Mortgagee first out of the proceeds. The remaining proceeds or any part thereof shall be applied to reduction of that portion of the Obligations then most remotely to be paid, whether due or not, or to the restoration or repair of the Mortgaged Property, the choice of application to be solely at the discretion of Mortgagee.

15. **FIXTURE FILING.** From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Personal Property and for this purpose the name and address of the debtor is the name and address of Mortgagors as set forth in this Mortgage and the name and address of the secured party is the name and address of the Mortgagee as set forth in this Mortgage.

16. **EVENTS OF DEFAULT.** Each of the following occurrences shall constitute an event of default hereunder ("Event of Default"):

a. Mortgagors shall default in the due observance or performance of or breach Mortgagors' agreement contained in paragraph 4 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on Mortgagors' part to be observed or performed pursuant to the terms of this Mortgage

b. Mortgagors shall make an assignment for the benefit of Mortgagors' creditors, or a petition shall be filed by or against Mortgagors under the United States Bankruptcy Code, or Mortgagors shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of Mortgagors' properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of Mortgagors' properties or of the Mortgaged Property, have such appointment vacated.

c. A judgement, writ or warrant of attachment or execution; or similar process, shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.

d. An event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.

e. Mortgagors shall be in default with respect to any agreement, obligation or evidence of indebtedness of Mortgagors and such default shall continue beyond the cure period, if any, specified therein.

17. **ACCELERATION; FORECLOSURE.** Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Mortgagee may, at its option, exercise one or more of the following rights and remedies (and any other rights and remedies, at law or in equity, available to it):

a. Mortgagee may declare immediately due and payable all Obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.

b. Mortgagee shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default to a secured party under the Iowa Uniform Commercial Code. If notice to Mortgagors of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagors at least ten (10) days prior to the date of intended disposition.

c. Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Mortgagee appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as such receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Mortgagors only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.

18. **CONTINUATION OF ABSTRACT.** If an Event of Default occurs, Mortgagee may, at the expense of Mortgagors, procure an abstract of title or continuation thereof for the Mortgaged Property and the expense of such abstract or continuation shall become an Obligation. Said abstract shall be delivered to the Mortgagee on the date of this Mortgage and may be retained by Mortgagee until the satisfaction and release of this Mortgage. If the abstract is in the possession of another party, including the Mortgagors, for any reason whatsoever, said abstract shall be delivered to the Mortgagee immediately upon the request of Mortgagee, and Mortgagors hereby irrevocably authorize and direct any party who may be in possession of said abstract to deliver said abstract to the Mortgagee immediately upon the request of Mortgagee.

19. **REDEMPTION.** It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Mortgagee, in such action, files an election to waive any deficiency judgment against Mortgagors which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop (1) The real estate is less than ten (10) acres in size; (2) the court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagors or their successors in interest in such action.

This paragraph 19 shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 or any other Chapter of the Iowa Code, whether now in effect or hereafter adopted.

20. **ATTORNEYS' FEES.** Mortgagors shall pay on demand all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses and such costs and expenses shall become an obligation of Mortgagors secured by this Mortgage.

21. **FORBEARANCE NOT A WAIVER; RIGHTS AND REMEDIES CUMULATIVE.** No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provisions of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Obligations may otherwise have, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises.

22. **NOTICES.** All notices required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified or registered, addressed to the appropriate party at the address of such party as set forth in this Mortgage or to such other address or person as hereafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

23. **SEVERABILITY.** In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.

24. **FURTHER ASSURANCES.** At any time and from time to time until payment in full of the Obligations, Mortgagors will, at the request of Mortgagee, promptly execute and deliver to Mortgagee such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Mortgagee with respect to the Mortgaged Property, including, but not limited to, additional security agreements, financing statements and continuation statements. Any expenses incurred by Mortgagee in connection with the recordation of any such instruments shall become additional Obligations of Mortgagors secured by this Mortgage. Such amounts shall be immediately due and payable by Mortgagors to Mortgagee.

25. **SUCCESSORS AND ASSIGNS BOUND; NUMBER; GENDER; CAPTIONS.** The rights, covenants and agreements contained herein shall be binding upon and inure to the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

26. **FILING OF RELEASE.** If this Mortgage is released of record, the release shall be filed and recorded at the expense of Mortgagors.

27. **GOVERNING LAW.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa.

28. **RELEASE OF RIGHTS OF DOWER, HOMESTEAD AND DISTRIBUTIVE SHARE.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.

29. **HAZARDOUS MATERIALS.** As used within this mortgage, the term "Hazardous Materials" shall include, but shall not be limited to, the following: (1) the terms "hazardous substance" and "pollutant or contaminant" as defined in 42 U.S.C. § 9601 of the Comprehensive Environmental Response, Compensation, and Liability Act and any element, compound, mixture, solution, or substance designated pursuant to 40 C.F.R. § 302.4; (2) any petroleum, crude oil, natural gas, liquefied natural gas, or synthetic gas of pipeline quality; (3) the term "Hazardous waste" as defined in Iowa Code § 455B.411(4).

I warrant and represent that I have made best efforts in good faith to disclose all knowledge or records regarding any Hazardous Materials that will be introduced or are present on the Property and that no Hazardous Materials have or will be handled or disposed of in any way on the Property by me or any prior owner except those Hazardous Materials that have been identified by substance, location, and date on a Schedule attached to this mortgage. I warrant and represent that no asbestos, asbestos containing materials, or polychlorinated biphenyls (PCBs) have been installed, used, incorporated into, located on, or disposed of on the Property. I warrant and represent that no underground storage tanks are or were located on the Property except those tanks that have been identified by size, location, age, and substance contained on a Schedule attached to this mortgage. I warrant and represent that I have disclosed the location of any public or private landfills or dumps of which I have knowledge or records and which exist on the Property. I agree that I will not initiate or allow the creation of such a site on any of the Property unless you agree to such a plan in writing.

I warrant and represent that no enforcement actions are pending or threatened by any local, state, or federal authority and that I will comply with all state and federal environmental laws. I shall forward any communications I receive from any authority regarding violations or potential violations of laws relating to Hazardous Materials. In the event that Hazardous Materials are introduced or present on the Property I agree that the following will apply:

(1) I agree to remedy any condition of the Property caused by Hazardous Materials that are present now or introduced in the future which is or is likely to be in violation of local, state, or federal law;

(2) I agree to defend against any claims and to indemnify and hold you harmless for any liabilities you incur because of the presence or introduction of any Hazardous Materials to the Property;

(3) I agree that collateral securing any other Secured Debt you may have with me shall, at your option, become collateral for the Secured Debt listed in this mortgage;

(4) I agree that at your discretion you may release this mortgage and in return I will provide you with additional collateral of at least equal value to the Property secured by this mortgage without prejudice to any of your rights under this mortgage.

30. **THE MATURITY DATE OF THIS MORTGAGE IS** May 1, 2000

31. **ADDITIONAL PROVISIONS.** (if any).

31. Continued: Financial statements, profit and loss statements, copies of income tax returns, and other requested information of borrower(s) and guarantor(s) are to be given to the lender annually within 90 days from year-end in a form and substance acceptable to the lender. Failure to comply may result in default of the mortgage.

Dated: January 17, 1995

West Pacific Self Storage Limited Partnership
A Nebraska Limited Partnership

_____, Mortgagee (Type or Print Name)
_____, Mortgagee (Type or Print Name)

BY: N.P. Dodge Investments, Inc., General Partner

BY: *N.P. Dodge Jr.*, President (Type or Print Name)
_____, Mortgagee (Type or Print Name)
_____, Mortgagee (Type or Print Name)

Street Address _____ City _____ State _____ Zip _____
Street Address _____ City _____ State _____ Zip _____

ADDRESS OF MORTGAGEE:

501 West Broadway
Council Bluffs, Iowa 51503
City _____ State _____ Zip _____

[Complete if the Mortgaged Property includes the "homestead," within the meaning of Chapter 561 of the Iowa Code and is "agricultural land" as defined in Section 172C.1 of the Iowa Code, or dwellings, buildings, or other appurtenances located on the land]:

I (WE) UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE, AND THAT BY SIGNING THIS MORTGAGE, I (WE) VOLUNTARILY GIVE UP MY (OUR) RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

Dated: _____
_____, Mortgagee (Type or Print Name)
Dated: _____
_____, Mortgagee (Type or Print Name)

Nebraska
Douglas
On this 17th day of January 1995, before me, a Notary Public in the State of Iowa, personally appeared N.P. Dodge, Jr.,
_____, Mortgagee (Type or Print Name)
_____, Mortgagee (Type or Print Name)

[Individual] to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntarily act and deed.

[Corporate or Joint-stock Association] to me personally known, who being by me duly sworn or affirmed did say that that person is _____ of said corporation or association, that (the seal affixed to said instrument is the seal of said or no seal has been procured by said corporation or association) and that said instrument was signed and sealed on behalf of the said corporation or association by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation or association by it voluntarily executed.
 [Partnership] to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____ West Pacific Self Storage Limited Partnership, A Nebraska Limited Partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act of and deed of the partnership by it and by the partner voluntarily executed.

GENERAL NOTARY STATE OF NEBRASKA
SUE KNIGHT
My Comm. Exp. Sept. 23, 1996
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

Sue Knight
Notary Public in the State of Iowa
NI