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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS ("DEED OF TRUST") made this 5 day of March 1996, among OMAHA TRUCK CENTER, INC., a Nebraska corporation, as TRUSTOR, whose principal address is 10710 I St., Omaha, Nebraska, Richard D. Myers, an attorney maintaining an office at 11404 W. Dodge, Suite 700, Omaha, Nebraska who is licensed to practice law in Nebraska, as TRUSTEE, and ASSOCIATES COMMERCIAL CORPORATION, a corporation with offices at 11840 Nicholas St., Omaha, Nebraska, as BENEFICIARY:

That TRUSTOR irrevocably grants, transfers and assigns to TRUSTEE in trust with power of sale, the real estate located in Douglas County, Nebraska, more particularly described as Lot 16 and 17, in Donlee Industrial Park, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska (the "REAL ESTATE") together with all interest which TRUSTOR now has or may hereafter acquire in and to said REAL ESTATE and in and to:

- (a) All easements and rights of way appurtenant thereto and all of the estate, right, title, interest, claim and demand whatsoever of TRUSTOR in the REAL ESTATE, either at law or in equity, or hereafter acquired;
- (b) All structures, buildings and IMPROVEMENTS of every kind and description now or at any time hereafter located or placed on the REAL ESTATE (the "IMPROVEMENTS");
- (c) All machinery, appliances, apparatus, equipment, inventory and fixtures now or hereafter located in, upon or under the REAL ESTATE or the IMPROVEMENTS, or any part thereof, and used or usable in connection with any present or future operation thereof, and all additions thereto and replacements therefore;

(d) All articles of personal property and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, including, without limitation, all furniture and furnishings, now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the REAL ESTATE or the IMPROVEMENTS, or any portion thereof, and owned by the TRUSTOR or in which TRUSTOR now has or hereafter acquires an interest;

(e) All of the rents, royalties, issues and profits of the REAL ESTATE and the IMPROVEMENTS, or arising from the use or enjoyment of all or any portion thereof or from any lease, license, concession, occupancy agreement or other agreement pertaining thereto (the "Rents and Profits"), and all right, title and interest of TRUSTOR in and to all leases, licenses and occupancy agreements of the REAL ESTATE or of the IMPROVEMENTS 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 tenants, lessees or licenses, as applicable, of their obligations thereunder;

(f) All building materials and supplies now or hereafter placed on the REAL ESTATE or in the IMPROVEMENTS;

(g) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and

(h) All other or greater rights and interests of every nature in the REAL ESTATE and the IMPROVEMENTS and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by TRUSTOR.

The property so conveyed hereunder is hereinafter referred to as the "TRUST PROPERTY".

FOR THE PURPOSE OF SECURING THE FOLLOWING (the "Obligations"):

A. Payment of the principal sum of Two Hundred Thousand Dollars (\$200,000.00), together with interest thereon, as evidenced by that certain PROMISSORY NOTE dated March 5, 1996, issued by TRUSTOR to BENEFICIARY (hereinafter referred to as the "PROMISSORY NOTE"), together with any renewals, modifications or extensions thereof, and any indebtedness which may, from time to time be due to BENEFICIARY from TRUSTOR for inventory floor plan financing, or for any other purpose.

B. Performance, discharge of and compliance with every obligation, covenant and agreement of TRUSTOR incorporated herein by reference, contained herein, or contained in any of the following executed by TRUSTOR:

- (i) An Assignment of Rents affecting REAL ESTATE;
- (ii) An Environmental Indemnity Agreement; and
- (iii) A Uniform Commercial Code Financing Statement,

in connection with the Loan evidenced hereby (all of which are collectively hereinafter called the "SECURITY DOCUMENTS").

C. Payment of future advances to be made at the option of BENEFICIARY and TRUSTOR , provided, however, that the maximum indebtedness secured hereby shall never exceed twice the original principal sum of the PROMISSORY NOTE.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS:

1. Title. That it is lawfully seized and possessed of a good and indefeasible title and estate to the TRUST PROPERTY in fee simple, and will forever warrant and defend the title thereto against the claims and demands of all persons whosoever; that it will, at its expense, maintain and preserve the lien of this DEED OF TRUST as a first and paramount lien upon the TRUST PROPERTY.

2. Maintenance and Leases.

(a) To keep the TRUST PROPERTY in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor and for any alterations thereof; not to remove, demolish or materially alter any building, or the character or use thereof at any time thereon; not to drill or extract nor to permit the drilling for or extraction of oil, gas or other hydrocarbon substances or any mineral of any kind unless the written consent of BENEFICIARY is first had and obtained; not to commit or permit any waste thereof or any act upon the TRUST PROPERTY in violation of law; to do all other acts in a timely and proper manner which from the character or use of the TRUST PROPERTY may be reasonably necessary to protect and preserve said security, the specific enumerations herein not excluding the general.

(b) To faithfully perform all of the covenants of the lessor or landlord under any and all present and future leases affecting the TRUST PROPERTY, and neither do, nor permit to be done, anything which may diminish or impair the value of all such leases and property, or the rents provided for in such leases, or the interest of the lessor or of the BENEFICIARY therein or thereunder.

(c) At BENEFICIARY's option, to notify all tenants or occupants under such leases of the assignment for security to BENEFICIARY of TRUSTOR's interest in such

leases and not to make payments in advance of the requirements of such leases. Additionally, TRUSTOR will provide BENEFICIARY with off-set statements, estoppel letters and attornment agreements as may be required from time-to-time by BENEFICIARY from any and all tenants which shall be occupying the TRUST PROPERTY, or any part thereof.

3. Fire and Casualty Insurance.

(a) To keep the TRUST PROPERTY insured against loss or damage by fire with extended coverage, vandalism and malicious mischief endorsement and loss as a result of loss of rental income in an amount equal to rent for one (1) year after the date of damage or destruction of the IMPROVEMENTS with respect to the leased portions thereof and business interruption insurance in an amount acceptable to BENEFICIARY, and against such other risks or hazards which, in the reasonable opinion of BENEFICIARY, should be insured against (including, during any period of construction, builder's risk completed value nonreporting form insurance), to the amount of the full insurable value thereof on a replacement cost basis with a company or companies and in such form and with such endorsements as may be approved or required by Lender. Loss under all such insurance shall be payable to TRUSTOR and BENEFICIARY, as their interests may appear, and all such insurance policies shall be endorsed with a standard, noncontributory mortgagee's clause in favor of BENEFICIARY and with a lender's loss payee endorsement as to loss of rental income. TRUSTOR shall also carry public liability insurance in such form, amount and with such companies as BENEFICIARY may, from time to time, require, to include provision to protect BENEFICIARY against any liability incident to the use of or resulting from any incident occurring in or about the TRUST PROPERTY. Initially, such public liability insurance shall provide for comprehensive general liability coverage with limits of not less than \$1,000,000.00 combined single limit per occurrence for personal injury, death and property damage. However, such amount shall be increased from time to time as BENEFICIARY may hereafter require. Said policies shall be delivered to, and remain in possession of, BENEFICIARY as further security for the faithful performance of these obligations, which delivery shall constitute an assignment by TRUSTOR to BENEFICIARY to all rights thereunder, including all return premiums-to deliver to BENEFICIARY a policy or policies renewing or extending any expiring insurance with a receipt showing premiums paid at least thirty (30) days before expiration. If TRUSTOR fails to so deliver any renewal policies, BENEFICIARY may procure such insurance as it may elect and may make payment of premiums thereon, which payment is repayable on demand. Neither TRUSTEE nor BENEFICIARY shall be responsible for obtaining or maintaining such insurance. BENEFICIARY, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy theretofore delivered to BENEFICIARY pursuant hereto, and any information concerning the loan secured hereby. In no event and whether or not an EVENT OF DEFAULT hereunder has occurred shall BENEFICIARY, by the fact or approving, accepting or obtaining such insurance, incur any liability for the amount of such insurance, the form or legal sufficiency of insurance contracts,

solvency of insurers, or payment of losses by insurers, and TRUSTOR hereby expressly assumes full responsibility therefor and liability, if any, thereunder. In the event of loss, TRUSTOR shall give immediate written notice to BENEFICIARY, and BENEFICIARY may, but is not obligated to, make proof of loss if not made promptly by TRUSTOR. Said policies shall require sixty (60) days' prior written notice cancellation or modification be given to BENEFICIARY.

(b) In case of any loss, the amount collected under any policy of insurance on the TRUST PROPERTY may, at the option of the BENEFICIARY, be applied by BENEFICIARY upon any indebtedness and/or obligations secured hereby and in such order and amount as BENEFICIARY may determine; or said amount, or any portion thereof may, at the option of BENEFICIARY, either be used in replacing or restoring the TRUST PROPERTY to a condition satisfactory to said BENEFICIARY, or said amount or any portion thereof, may be released to the TRUSTOR. In any such event neither the TRUSTEE nor the BENEFICIARY shall be obligated to see the proper application thereof; nor shall the amount so released or used be deemed a payment on any indebtedness secured hereby. Such application, use, and/or release shall not cure or waive any EVENT OF DEFAULT or notice of default hereunder or invalidate any act done pursuant to such notice. Any unexpired insurance and all returnable insurance premiums shall inure to the benefit of, and pass to, the purchaser of the property covered thereby at any TRUSTEE's sale or judicial foreclosure sale held hereunder. If said property is sold pursuant to the power of sale contained herein or pursuant to any decree of foreclosure, all right, title and interest of TRUSTOR in and to the proceeds of fire and other insurance policies for damage prior to the sale, which proceeds are not received prior to the date of said sale, shall belong to BENEFICIARY.

(c) If requested at a future time by BENEFICIARY, TRUSTOR further covenants and agrees to deposit with BENEFICIARY on the first day of each month, in addition to the installment payments provided for under the PROMISSORY NOTE, one-twelfth (1/12) of the anticipated annual taxes, assessments and public charges, general and special, levied and assessed against the TRUST PROPERTY and the indebtedness secured hereby and insurance premiums (collectively the "Deposits"), as estimated by BENEFICIARY. The amount of the Deposits shall be adjusted by BENEFICIARY periodically so that sufficient sums will be available to pay all of the foregoing before interest accrues and, upon demand in writing by BENEFICIARY, TRUSTOR shall promptly deposit with BENEFICIARY any amount in excess of said monthly payments which shall be required to pay such taxes, assessments, public charges and insurance premiums prior to delinquency. TRUSTOR shall promptly forward to BENEFICIARY all bills for all taxes, assessments, public charges and insurance premiums in respect of the TRUST PROPERTY. The Deposits shall not bear interest and shall be applied by BENEFICIARY to the payment of the taxes, assessments, public charges and insurance premiums prior to delinquency. In case of default in any of the terms of this DEED OF TRUST or any other securing agreement now or hereafter given in connection with the loan secured hereby, the Deposits shall constitute additional security for all sums secured by this DEED OF TRUST and may

be applied by BENEFICIARY as a credit upon the indebtedness secured hereby. BENEFICIARY may, from time to time, at its option, waive, and after such waiver, reinstate any and all provisions of this subparagraph requiring such deposits, by notice to TRUSTOR in writing. While such waiver is in effect, TRUSTOR shall pay all taxes, assessments, public charges and insurance premiums as otherwise herein provided and in so doing may utilize any existing deposits.

4. Taxes and Other Sums Due. To pay, satisfy and discharge, at least ten (10) days before delinquency, all general and special taxes and assessments affecting the TRUST PROPERTY (unless previously paid by BENEFICIARY from the Deposits), and in no event later than the date such amounts become due:

(a) All encumbrances, charges and liens, with interest, on the TRUST PROPERTY, or any part thereof, which are, or appear to BENEFICIARY to be prior to or superior hereto;

(b) All costs, fees and expenses of this trust, whether or not described herein;

(c) Fees or charges for any statement regarding the obligation secured hereby in any amount demanded by BENEFICIARY, not to exceed the maximum amount allowed by law therefor at the time when such request is made;

(d) Such other charges as the BENEFICIARY may deem reasonable for services rendered by BENEFICIARY and furnished at the request of TRUSTOR or any successor in interest to TRUSTOR;

(e) All payments and monetary obligations required of the owner of the TRUST PROPERTY under any common area maintenance agreement, declaration of covenants, conditions and restrictions pertaining to the TRUST PROPERTY, or any modification of the foregoing. Should TRUSTOR fail to make any such payment, BENEFICIARY, without contesting the validity or amount, may elect to make or advance such payment, together with any costs, expenses, fees or charges relating thereto, including employing counsel and paying his reasonable fees.

TRUSTOR agrees to notify BENEFICIARY immediately upon receipt by TRUSTOR of notice of any increase in the assessed value of the TRUST PROPERTY and agrees that BENEFICIARY, in the name of TRUSTOR, may contest by appropriate proceedings such increase in assessment.

In the event of the passage of any law deducting from the value of real property for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of deeds of trust or debts secured by deeds of trust for state or local purposes, or the manner of the collection of any such taxes, so as to affect this DEED OF TRUST, the holder of this DEED OF TRUST and of the obligations which it secures shall have the right to declare all sums secured hereby due as of a date to be specified by not less

than 30 days' written notice to be given to TRUSTOR by BENEFICIARY; provided, however, at such election shall be ineffective if TRUSTOR is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when hereafter levied or assessed against the TRUST PROPERTY.

5. Sums Advanced to Bear Interest. To pay immediately upon demand any sums advanced or paid by BENEFICIARY or TRUSTEE under any clause or provision of this DEED OF TRUST. Any such sums, until so repaid, shall be secured hereby and bear interest from the date advanced or paid at the same rate as the PROMISSORY NOTE and shall be secured by this DEED OF TRUST.

6. Assignment of Deposits. That as further additional security, TRUSTOR hereby transfers and assigns to BENEFICIARY during continuance of these Trusts, all right, title and interest to any and all moneys deposited by TRUSTOR or deposited on behalf of TRUSTOR with any city, county, public body or agency, sanitary district, gas and/or electric company, telephone company and any other body or agency, for the installation or to secure the installation of any utility by TRUSTOR, pertaining to the TRUST PROPERTY.

7. Events of Default. Upon the occurrence of any one of the following (hereinafter an "EVENT OF DEFAULT" or "DEFAULT"), the payment of all principal, interest and any other sums due in accordance with the terms of the PROMISSORY NOTE secured hereby shall, at the option of the BENEFICIARY, be accelerated and such principal, interest and other sums shall immediately be due and payable without notice or demand, and the BENEFICIARY shall have the option to foreclose judicially or otherwise through power of sale any and all liens securing the payment thereof:

(a) DEFAULT in the timely payment of principal of, or interest on, the indebtedness secured hereby; or

(b) DEFAULT in the observance or performance of any of the terms, conditions or covenants contained in any of the SECURITY DOCUMENTS, other than those described in (a) above; or

(c) DEFAULT in the observance or performance of any of the terms, conditions or covenants contained in any other obligation now or hereafter given by the TRUSTOR to the BENEFICIARY hereunder; or

(d) Any warranty, representation or financial statement made or furnished by the TRUSTOR to the BENEFICIARY is discovered to have been false in any material respect when made or furnished; or

(e) The TRUSTOR shall:

(i) Have an order for relief entered with respect to it under any law relating to bankruptcy, insolvency, reorganization or relief of debtors ("Bankruptcy Law");

(ii) Not pay, or admit in writing its inability to pay its debts generally as they become due;

(iii) Make an assignment for the benefit of its creditors;

(iv) Apply for, seek, consent to or acquiesce in the appointment of a receiver, custodian, TRUSTEE, examiner, liquidator or similar official for it, or any substantial part of its property;

(v) Institute any proceedings seeking an order for relief under any Bankruptcy Law, or a proceeding seeking to adjudicate it a bankrupt or insolvent or seeking a dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it, or its debts, under any Bankruptcy Law; or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it;

(vi) Take any action to authorize or effect any of the foregoing actions set forth in this Section (e); or

(vii) Fail to contest, in good faith, any appointment or proceeding described in Section (f) below; or

(f) Without the application, approval or consent of the TRUSTOR, a receiver, custodian, TRUSTEE, examiner, liquidator or similar official shall be appointed for the TRUSTOR, or any substantial part of its property, or proceeding described in Section (e)(v) shall be instituted against the TRUSTOR and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of 30 consecutive days; or

(g) The TRUSTOR shall fail, within 30 days, to pay, bond or otherwise discharge any judgment or order for the payment of money in excess of \$20,000.00, which is not stayed on appeal or otherwise appropriately contested in good faith; or

(h) Should it be discovered after the execution and delivery of this instrument that there is a defect in the title to, or a lien or encumbrance of any nature, on the REAL ESTATE or personal property described in the SECURITY DOCUMENTS prior to the lien of the BENEFICIARY in the SECURITY DOCUMENTS, and not disclosed in the policy of title insurance issued to the BENEFICIARY insuring the priority of the DEED OF TRUST covering the REAL ESTATE, unless such defect is cured within thirty (30) days after written notice of such defect from the BENEFICIARY to the TRUSTOR; or

(i) Should the TRUSTOR be divested of title to the REAL ESTATE described in the DEED OF TRUST, or any part thereof, or any interest therein, either voluntarily or involuntarily; or

(j) If title to the TRUST PROPERTY be subjected to any lien or charge, whether superior or inferior to the lien of the SECURITY DOCUMENTS, voluntarily or involuntarily, contractual or statutory, except as permitted by the SECURITY DOCUMENTS, without the prior written consent of the BENEFICIARY in each such instance first had and obtained, and if any such lien or charge is not released of record within 30 days following written notice to TRUSTOR.

8. Compliance With Laws, Etc. TRUSTOR shall comply promptly and fully with all present and future laws, ordinances, rules and regulations and any governmental authority having jurisdiction affecting the TRUST PROPERTY or any part thereof or any use of the TRUST PROPERTY, including, without limitation, laws, ordinances, rules or regulations relating to hazardous or toxic wastes, hazardous or toxic materials or oil.

IT IS MUTUALLY AGREED THAT:

9. Litigation. TRUSTOR shall defend this Trust in any action or proceeding purporting to affect the TRUST PROPERTY, whether or not it affects the security hereof, or purporting to affect the rights or powers of BENEFICIARY or TRUSTEE, and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of the TRUST PROPERTY, and either TRUSTEE or BENEFICIARY is hereby authorized, without obligation so to do, to commence, appear in or defend any such action, whether brought by or against TRUSTOR, BENEFICIARY or TRUSTEE, or with or without suit, to exercise or enforce any other right, remedy or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding; and TRUSTOR or BENEFICIARY may appear or intervene in any action or proceeding, and retain counsel therein; and take such action therein, as either may be advised and may settle, compromise or pay the same or any other claims and, in the behalf and for any of said purposes, may expend and advance such sums of money as either may deem necessary. Whether or not TRUSTOR so appears or defends, TRUSTOR on written demand shall pay all actual and reasonable costs and expenses of BENEFICIARY and TRUSTEE, including costs of evidence of title and attorney's fees, in any such action or proceeding in which BENEFICIARY or TRUSTEE may appear by virtue of being made a party defendant or otherwise and irrespective of whether the interest of BENEFICIARY or TRUSTEE in the TRUST PROPERTY is directly questioned by such action, including but not limited to any action for the condemnation or partition of the TRUST PROPERTY.

10. Sale of Real Estate. In order to induce BENEFICIARY to make the loan secured hereby, TRUSTOR covenants and agrees to and with BENEFICIARY that if the REAL ESTATE or IMPROVEMENTS or any part thereof or beneficial interest

therein is sold, assigned, transferred, conveyed, encumbered, hypothecated, mortgaged or otherwise alienated by TRUSTOR, whether voluntarily, involuntarily or by operation of law, in either or any case without the prior written consent of BENEFICIARY, BENEFICIARY, at its option, may declare the PROMISSORY NOTE and all other obligations hereunder to be immediately due and payable, and BENEFICIARY may invoke any remedies following such acceleration as are permitted by this DEED OF TRUST or at law or in equity.

Consent by BENEFICIARY under this Section 10 to one such transaction or occurrence specified in this Section 10 shall not be deemed to be a waiver of the right to require such consent to any subsequent transaction or occurrence and it is understood and agreed that the provisions of this Section 10 shall be applicable to any persons or entities constituting TRUSTOR at any time.

In the event ownership of the REAL ESTATE, or any part thereof, becomes vested in a person or persons other than TRUSTOR, in either case without the prior written approval of BENEFICIARY, BENEFICIARY may, without notice to TRUSTOR, waive such EVENT OF DEFAULT and deal with such successor or successors in interest with reference to this DEED OF TRUST and the PROMISSORY NOTE in the same manner as with TRUSTOR, without in any way releasing, discharging or otherwise affecting the liability of TRUSTOR hereunder, or for the DEED OF TRUST indebtedness hereby secured, and no such sale of the REAL ESTATE, forbearance on the part of BENEFICIARY, extension of the time for the payment of the indebtedness secured hereby or any change in the terms thereof consented to by BENEFICIARY shall in any way whatsoever operate to release, discharge, modify, change or affect the liability of TRUSTOR herein, either in whole or in part. Any deed conveying the REAL ESTATE, or any part thereof, shall provide that the grantee thereunder assume all of the grantor's obligations under this DEED OF TRUST, the PROMISSORY NOTE and all other instruments or agreements now or hereafter evidencing or securing the repayment of the indebtedness secured hereby. In the event such deed shall not contain such assumption, BENEFICIARY shall have all rights reserved to it hereunder upon the occurrence of an EVENT OF DEFAULT or if BENEFICIARY shall not elect to exercise such rights and remedies, the grantee under such deed shall nevertheless be deemed to have assumed such obligations by acquiring the REAL ESTATE or such portion thereof subject to this DEED OF TRUST.

11. Condemnation. All sums due, paid or payable to TRUSTOR, or any successor in interest of TRUSTOR, whether by way of judgment, settlement or otherwise:

(a) For injury or damage to the TRUST PROPERTY;

(b) In connection with any condemnation for public use or injury to the TRUST PROPERTY or any part thereof;

are hereby absolutely and irrevocably assigned and shall be paid to BENEFICIARY.

BENEFICIARY shall be entitled, at its option, to commence, intervene in, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with any such taking or damage. TRUSTOR agrees to execute such further assignments of any compensation, award, damages, rights of action and proceeds as BENEFICIARY may require.

All amounts received by BENEFICIARY pursuant to this DEED OF TRUST, in connection with any condemnation for public use of, or injury to, the TRUST PROPERTY, may, at the option of the BENEFICIARY, be applied by BENEFICIARY upon any indebtedness and/or obligations secured hereby and in such order and amount as BENEFICIARY may determine; or said amount or any portion thereof, may at the option of the BENEFICIARY, be used in replacing or restoring the TRUST PROPERTY to a condition satisfactory to said BENEFICIARY, or be released to the TRUSTOR, to be applied, at the option of BENEFICIARY, upon any indebtedness secured hereby. No such application, use or release shall cure or waive any default, or notice of default, hereunder or invalidate any act done pursuant to such notice.

12. Consent, Partial Reconveyance, Etc. That at any time, or from time to time, without liability therefor, and without notice, upon written request of BENEFICIARY, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, or the lien of this DEED OF TRUST upon the remainder of the TRUST PROPERTY for the full amount of the indebtedness then or thereafter secured hereby, or the rights or powers of the BENEFICIARY or the TRUSTEE with respect to the remainder of the TRUST PROPERTY, TRUSTEE may:

- (a) Reconvey any part of the TRUST PROPERTY;
- (b) Consent to the making of any map or plat thereof;
- (c) Join in granting any easement thereon; or
- (d) Join in any extension agreement or any agreement subordinating the lien or charge hereof.

13. Right to Collect and Receive Rents and Profits. Notwithstanding any other provisions hereof, BENEFICIARY hereby grants permission to TRUSTOR to collect and retain the rents, income, issues and profits of the TRUST PROPERTY as they become due and payable, but reserves the right to revoke such permission at any time by notice in writing to TRUSTOR, mailed to TRUSTOR at its last known address in the event of the occurrence of an EVENT OF DEFAULT, as defined in this DEED OF TRUST if not cured within any applicable grace period. On any such EVENT OF DEFAULT, BENEFICIARY may at any time without notice, either in person, by agent, or by receiver to be appointed by the court, and without regard to the adequacy of any

security for the indebtedness secured hereby, enter upon and take possession of the TRUST PROPERTY, or any part thereof, make, cancel, enforce or modify leases; obtain and eject tenants, set or modify rents; in its own name sue or otherwise collect the rents, income, issues and profits thereof, including those past due and unpaid; and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby and in such order as BENEFICIARY may determine; and except for such application, BENEFICIARY shall not be liable to any person for the collection or noncollection of any rents, income, issues or profits, for the failure to assert or enforce any of the foregoing rights, nor shall BENEFICIARY be charged with any of the duties and obligation of a mortgagee in possession. The entering upon and taking possession of the TRUST PROPERTY, the collection of such rents, income, issues or profits, the doing of other acts herein authorized, and the application thereof as aforesaid, shall not cure or waive any EVENT OF DEFAULT or notice of default hereunder or invalidate any act done pursuant to such notice.

14. Judicial Foreclosure or Trustee's Sale on Default.

(a) Upon the occurrence of one or more Events of DEFAULT as defined in this DEED OF TRUST, or default by TRUSTOR in the performance of any other agreement hereunder, or under any instrument or agreement secured hereby, BENEFICIARY may declare all sums secured hereby immediately due and payable and, at the option of the BENEFICIARY, this DEED OF TRUST may be foreclosed in the manner provided by law for the foreclosure of mortgages on real property; or may be sold in the manner provided in the Nebraska Trust Deeds Act under the power of sale conferred upon the TRUSTEE hereunder.

(b) In the event that the TRUST PROPERTY is sold pursuant to the power of sale conferred upon the TRUSTEE hereunder, the TRUSTEE shall cause to be filed of record a written notice of default and election to sell the TRUST PROPERTY. After the lapse of such time as then may be required by law following recordation of such notice of default, and notice of sale having been given as then required by law, TRUSTEE, without demand on TRUSTOR, shall sell the TRUST PROPERTY, either as a whole or in separate parcels, and in such order as it or BENEFICIARY may determine at public auction to the highest bidder. TRUSTEE may postpone the sale of all or any portion of the TRUST PROPERTY by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time and place fixed by the preceding postponement. TRUSTEE shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recital in such deed of any matters of fact or otherwise shall be conclusive proof of the truthfulness thereof. Any person, including TRUSTOR, TRUSTEE or BENEFICIARY, may purchase at such sale. The TRUSTEE shall apply the proceeds of the TRUSTEE's sale, first, to the costs and expenses of exercising the power of sale and of the sale, including the payment of TRUSTEE's fees actually incurred, not to exceed five percent of the principal balance unpaid at the time

of recording the notice of default, second, to the payment of the obligation secured by this trust deed, third, to the payment of junior trust deeds, mortgages or other liens, and the balance, if any, to the person or persons legally entitled thereto.

(c) TRUSTOR agrees, for itself and any and all persons or concerns claiming by, through or under TRUSTOR, that if it, or any one or more of them, shall hold possession of the above described property, or any part thereof, subsequent to foreclosure hereunder, it, or the parties so holding possession, shall become, and be considered as, tenants at will of the purchaser or purchasers at such foreclosure sale; and any such tenant failing or refusing to surrender possession upon demand shall be guilty of forcible detainer and shall be liable to such purchaser or purchasers for reasonable rental of the REAL ESTATE, and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages which may be sustained by any such tenant as a result thereof being hereby expressly waived.

15. Personal Property. This DEED OF TRUST is also intended to encumber and create, and TRUSTOR does hereby grant to BENEFICIARY, a security interest in any and all of the TRUST PROPERTY which is personal property owned by TRUSTOR and now or hereafter located on or used in connection with the TRUST PROPERTY including, but not limited to, all equipment, fixtures, furniture, appliances and articles of personal property owned by TRUSTOR and now or hereafter located on, attached to or used in and about the IMPROVEMENTS which are necessary to the complete and comfortable use and occupancy of the IMPROVEMENTS for all purposes for which they are intended and such other goods and chattels and personal property owned by TRUSTOR, as are ever to be used or furnished in operating the IMPROVEMENTS, or the activities conducted therein, and all renewals or replacements thereof or substitutions therefore, whether or not the same shall be attached to the IMPROVEMENTS in any manner, and all building materials and equipment hereafter situate on or about the REAL ESTATE or the IMPROVEMENTS. The foregoing security interest shall also cover TRUSTOR's leasehold interest in any of the foregoing items which are leased by TRUSTOR. TRUSTOR shall, from time to time, upon written request of BENEFICIARY, provide BENEFICIARY with a current inventory of all of the personal property in which the BENEFICIARY is granted a security interest hereunder, in such detail as BENEFICIARY may require.

16. Security Agreement. This DEED OF TRUST constitutes a security agreement between TRUSTOR and BENEFICIARY with respect to all personal property in which BENEFICIARY is granted a security interest hereunder, and, cumulative of all other rights and remedies of BENEFICIARY hereunder, BENEFICIARY shall have all of the rights and remedies of a secured party under the Nebraska Uniform Commercial Code. TRUSTOR hereby agrees to execute and deliver on demand and hereby irrevocably constitutes and appoints BENEFICIARY the attorney-in-fact of TRUSTOR to execute and deliver and, if appropriate, to file with the appropriate filing officer or officers such security agreements, financing statements, continuation statements or other instruments as BENEFICIARY may request or require

in order to impose, perfect or continue the perfection of the lien or security interest created hereby. Upon the occurrence of any default hereunder not cured within any applicable grace period, BENEFICIARY shall have the right to cause any of the TRUST PROPERTY which is personal property and subject to security interest of BENEFICIARY hereunder to be sold in one of public or private sales as permitted by applicable law, including at a sale held in conjunction with the sale of the TRUST PROPERTY by TRUSTEE, as provided for in this DEED OF TRUST, and BENEFICIARY shall further have all rights and remedies, whether at law in equity or by statute, as are available to secured creditors under applicable law. Any such disposition may be conducted by an employee or agent of BENEFICIARY or TRUSTEE. Expenses of retaking, holding, preparing for sale, selling or the like shall be born by TRUSTOR and shall include BENEFICIARY's and TRUSTEE's fees and actual and reasonable legal expenses. BENEFICIARY shall have the right to enter upon the REAL ESTATE and the IMPROVEMENTS or any other real property or any personal property which is the subject of the security interest granted herein as located to take possession of, assemble and collect such personal property or to render it unusable, or TRUSTOR, upon demand of BENEFICIARY, shall assemble such personal property and make it available to BENEFICIARY at a place deemed reasonably convenient to BENEFICIARY. If notice is required by law, BENEFICIARY shall give TRUSTOR at least five (5) days' prior written notice of the time and place of any public sale or other disposition of the TRUST PROPERTY or of the time of or after which any private sale or other intended disposition is to be made, and, if such notice is sent to TRUSTOR, as the same is provided for the mailing of notices herein, it is hereby deemed that such notice shall be and is reasonable notice to TRUSTOR. Any sale made pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a reasonably commercial manner if held contemporaneously with the sale under the power of sale granted in this DEED OF TRUST upon giving the same notice with respect to the sale of the personal property hereunder as is required with respect to the sale under the power of sale given the TRUSTEE under this DEED OF TRUST.

17. Fixture Financing Statement. This DEED OF TRUST is intended to be a financing statement within the purview of the Nebraska Uniform Commercial Code with respect to those items of the TRUST PROPERTY as constitute fixtures on the REAL ESTATE. The address of TRUSTOR (Debtor) and BENEFICIARY (Secured Party) are set forth on the first page of this DEED OF TRUST. This DEED OF TRUST is to be filed for record with the Register of Deeds the county where the REAL ESTATE is located. TRUSTOR is the record owner of the REAL ESTATE.

18. Substitution of Trustee. That BENEFICIARY may, from time to time, by instrument in writing, substitute a successor or successors to any TRUSTEE named herein or acting hereunder, which instrument, executed and acknowledged by BENEFICIARY and recorded in the office of the Register of Deeds of the county or counties where the TRUST PROPERTY is situated, shall be conclusive proof of proper substitution of such TRUSTEE or Trustee's, who shall, without conveyance from the TRUSTEE predecessor, succeed to all its title, estate, rights, power and duties.

19. No Waiver by Beneficiary. No waiver by BENEFICIARY of any right under this DEED OF TRUST shall be effective unless in writing. Waiver by BENEFICIARY of any right granted to BENEFICIARY under this DEED OF TRUST or of any provision of this DEED OF TRUST as to any transaction or occurrences shall not be deemed a waiver as to any future transaction or occurrences. By accepting payment of any sum secured hereby after its due date, or by making any payment or performing any act on behalf of TRUSTOR that TRUSTOR was obligated hereunder, but failed to make or perform, or by adding any payment so made by BENEFICIARY to the indebtedness secured hereby, BENEFICIARY does not waive its right to require prompt payment when due of all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay.

20. Time of the Essence. Time is of the essence in all TRUSTOR's obligations hereunder.

21. Inspection and Business Records. BENEFICIARY, at any time during the continuation of this Trust, may enter and inspect the Property at any reasonable time. TRUSTOR agrees that not later than April 1 of each calendar year, TRUSTOR will deliver to BENEFICIARY financial statements and profit and loss statements of TRUSTOR as at the end of the immediately preceding calendar year. Such financial statements shall be in such form and content as BENEFICIARY may require, prepared according to the usual and generally acceptable accounting principles and practices, which statements shall cover the financial operations of TRUSTOR and the TRUST PROPERTY. TRUSTOR further agrees to promptly deliver such further additional information as required by BENEFICIARY relating to any such financial statements.

22. Remedies. No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to TRUSTEE or BENEFICIARY, or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue inconsistent remedies. If BENEFICIARY holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of TRUSTOR, BENEFICIARY may, at its option, offset against any indebtedness secured hereby, and the BENEFICIARY is hereby authorized and empowered at its option, without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any indebtedness of the TRUSTOR to the BENEFICIARY any and all sums of money of TRUSTOR which BENEFICIARY may have in its possession or under its control, including without limiting the generality of the foregoing, any savings account, deposit, investment certificate, escrow or trust funds.

23. Illegality. In the event that any provision or clause of this DEED OF TRUST conflicts with applicable law, such conflict shall not affect other provisions of

this DEED OF TRUST which can be given effect without the conflicting provision, and to this end the provisions of this DEED OF TRUST are declared to be severable.

24. General Provisions.

(a) This DEED OF TRUST applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

(b) The term "BENEFICIARY" shall mean the owner and holder (including a pledge) of any note secured hereby, whether or not named as BENEFICIARY herein.

(c) Wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa.

(d) Captions and paragraph headings used herein are for convenience only, are not a part of this agreement, and shall not be used in construing it.

(e) The term "TRUSTOR" shall mean the original TRUSTOR hereunder and any subsequent owner of the TRUST PROPERTY who acquires same subject to this DEED OF TRUST with the consent of the BENEFICIARY. If more than one person is now or hereafter named herein as TRUSTOR, each obligation of TRUSTOR shall be the joint and several obligation of each such person.

(f) The rights or remedies granted hereunder, or by law, shall not be exclusive, but shall be concurrent and cumulative.

(g) If the TRUST PROPERTY shall be operated under a management agreement, such management agreement shall be satisfactory in form and substance to BENEFICIARY, with a property management company acceptable to BENEFICIARY. The management agreement shall be assigned to BENEFICIARY as additional security for the loan secured hereby. The management contract shall be terminable at BENEFICIARY's option upon the occurrence of an EVENT OF DEFAULT, as defined in this DEED OF TRUST. The management company may be a wholly owned subsidiary of TRUSTOR.

25. Trustee's Acceptance. TRUSTEE accepts this Trust when this DEED OF TRUST, duly executed and acknowledged, is made 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 any action or proceeding in which TRUSTOR, BENEFICIARY or TRUSTEE shall be a party, unless brought by TRUSTEE.

26. Address for Mailing Notices. TRUSTOR hereby requests that a copy of any notice of default and a copy of any notice of sale hereunder shall be mailed to it at

the address indicated below, and TRUSTEE and BENEFICIARY herewith provide their addresses for service of notices:

If to TRUSTOR:

Omaha Truck Center, Inc.
James A. Schlarb
10710 "I" Street
Omaha, Nebraska 68127

If to TRUSTEE or BENEFICIARY:

Richard D. Myers
Schmid, Mooney & Frederick, P.C.
11404 W. Dodge Rd. Suite 700
Omaha, Nebraska 68154

and to:

Associates Commercial Corporation
11840 Nicholas St., Suite #220
Box 540850
Omaha, Nebraska 68154

27. Nebraska Law. This DEED OF TRUST, the rights of the BENEFICIARY hereunder and the PROMISSORY NOTE secured hereby shall be construed and enforced according to the laws of the State of Nebraska.

28. Environmental Pollutants.

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

(b) Representations and Warranties. TRUSTOR represents and warrants that:

(i) There is no asbestos or disposed hazardous substance above, in, on, under or around the REAL ESTATE; and

(ii) That neither TRUSTOR nor any previous owner or user of the REAL ESTATE generated, used, had, managed or released any ENVIRONMENTAL POLLUTANT above, in, on, under, from or around the REAL ESTATE such that the REAL ESTATE, any activity related to the REAL ESTATE or the ENVIRONMENTAL POLLUTANT was, or is, subject to regulation under ENVIRONMENTAL REQUIREMENTS, including without limitation, environmental permit requirements or environmental abatement, corrective, remedial or response action (except with respect to any ENVIRONMENTAL POLLUTANT used in the ordinary course of business of the tenants of the REAL ESTATE, with respect to which use there has been no violation of ENVIRONMENTAL REQUIREMENTS).

(c) Covenants of Trustor. TRUSTOR covenants that it shall not

(i) Allow any asbestos or disposed hazardous substance to be above, in, on, under or around the REAL ESTATE; or

(ii) Generate, use, have, manage or release or allow the generation, use, presence, management or release of any ENVIRONMENTAL POLLUTANT above, in, on, under, from or around the REAL ESTATE such that the REAL ESTATE, any activity related to the REAL ESTATE or the ENVIRONMENTAL POLLUTANT becomes subject to regulation under ENVIRONMENTAL REQUIREMENTS, including without limitation, environmental permit requirements or environmental abatement, corrective, remedial or response action (except with respect to any ENVIRONMENTAL POLLUTANT used in the ordinary course of business of the tenants of the REAL ESTATE, with respect to which use there shall be no violation of ENVIRONMENTAL REQUIREMENTS).

(d) Indemnification. TRUSTOR shall, and does hereby agree to, indemnify and hold BENEFICIARY harmless from any actions, claims, damages, liabilities, remedial action costs and other costs, including without limitation, court costs, attorneys' fees, punitive damages, civil penalties and criminal penalties, which may result in connection with any ENVIRONMENTAL POLLUTANT which is related to the REAL ESTATE or which is now or hereafter located above, in, on, under or around the REAL ESTATE. Such indemnification shall survive the termination of this DEED OF TRUST, whether such termination occurs as a result of the exercise by BENEFICIARY of its rights and remedies hereunder or as a result of payment of the PROMISSORY NOTE or otherwise.

(e) Compliance With Environmental Requirements. If at any time it is determined that the REAL ESTATE, any activity related to the REAL ESTATE or an ENVIRONMENTAL POLLUTANT above, in, on, under, from or around the REAL ESTATE is subject to regulation under ENVIRONMENTAL REQUIREMENTS, including without limitation, environmental permit requirements or environmental abatement, corrective, remedial or response action, TRUSTOR shall, at TRUSTOR's sole expense, commence with due diligence, within sixty (60) days after receipt of notice thereof, or sooner if required by applicable law, and continue with due diligence to take all

appropriate action to comply with all such regulation. If at any time it is determined that radon is present in an unacceptable level above, in, on, under, from or around the REAL ESTATE, TRUSTOR shall, at TRUSTOR's sole expense, commence with due diligence, within sixty (60) days after receipt of notice thereof, or sooner if required by applicable law, and continue with due diligence to take all appropriate action to reduce the radon exposure to an acceptable level.

(f) Notification to Beneficiary. TRUSTOR, immediately upon obtaining knowledge thereof, shall notify BENEFICIARY in writing of:

(i) Any proceeding or inquiry by any governmental authority with respect to the presence or release of any ENVIRONMENTAL POLLUTANT above, in, on, under, from or around the REAL ESTATE;

(ii) All claims made or threatened by any third party relating to any damage, loss or injury resulting from any ENVIRONMENTAL POLLUTANT; and

(iii) The presence of radon above, in, on, under, from or around the REAL ESTATE in unacceptable levels.

(g) Rights of Beneficiary. BENEFICIARY shall have the right:

(i) At any time that BENEFICIARY reasonably suspects the presence of asbestos or radon or of an ENVIRONMENTAL POLLUTANT subject to regulation under ENVIRONMENTAL REQUIREMENTS above, in, on, under, from or around the REAL ESTATE (except with respect to any ENVIRONMENTAL POLLUTANT used in the ordinary course of business of the tenants of the REAL ESTATE, with respect to which use there has been no violation of ENVIRONMENTAL REQUIREMENTS); or

(ii) Upon and after any EVENT OF DEFAULT hereunder,

to require TRUSTOR, at the sole cost and expense of TRUSTOR, to employ a qualified independent environmental auditor, acceptable to BENEFICIARY, to conduct an environmental audit of the REAL ESTATE to determine whether there is any asbestos, radon or ENVIRONMENTAL POLLUTANT above, in, on, under, from or around the REAL ESTATE, such that the REAL ESTATE, any activity related to the REAL ESTATE or the ENVIRONMENTAL POLLUTANT is subject to regulation under ENVIRONMENTAL REQUIREMENTS. BENEFICIARY shall instruct such auditor to conduct such audit in such a manner as to minimize interference with the operation of the REAL ESTATE.

