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RECORDS
DOUGLAS COUNTY, NE



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DEED OF TRUST (WITH POWER OF SALE), SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

FOR PURPOSES OF THE SECURITY AGREEMENT
CONTAINED IN THIS INSTRUMENT THE "SECURED PARTY"
AND THE "DEBTOR" AND THEIR RESPECTIVE ADDRESSES ARE AS FOLLOWS:

SECURED PARTY: ALLIED CAPITAL FINANCIAL CORPORATION,
ALLIED INVESTMENT CORPORATION,
ALLIED FINANCIAL CORPORATION II,
ALLIED INVESTMENT CORPORATION II, and
ALLIED CAPITAL CORPORATION II,
collectively,
each a Maryland corporation having
an address c/o Allied Capital Corp.
1666 K Street, N.W., Ninth Floor
Washington, D.C. 20006
Attention: Carr T. Preston
Senior Vice President

DEBTOR: CONTEMPORARY INDUSTRIES, MIDWEST, INC.,
AN IOWA CORPORATION
711 NORTH 108TH COURT
OMAHA, NEBRASKA 68154

THIS INSTRUMENT WHEN RECORDED SHALL CONSTITUTE A "FIXTURE FILING"
FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE. THE ADDRESS OF THE
BENEFICIARY (SECURED PARTY) SHOWN ABOVE IS THE ADDRESS AT WHICH
INFORMATION CONCERNING THE SECURED PARTY'S SECURITY INTEREST MAY BE
OBTAINED.

20th This Deed of Trust With Power of Sale made and entered into this
day of December, 1995, by and between CONTEMPORARY INDUSTRIES,
MIDWEST, INC., an Iowa corporation (the "Trustor"), whose principal
office is located at the address indicated above, Richard L. Anderson
of Croker, Huck, Kasher, DeWitt, Anderson & Gonderinger, P.C., as
Trustee (the "Trustee"), whose address is Suite 1250, 2120 South 72nd
Street, Omaha, Nebraska 68124, and ALLIED CAPITAL FINANCIAL
CORPORATION, ALLIED INVESTMENT CORPORATION, ALLIED FINANCIAL
CORPORATION II, ALLIED INVESTMENT CORPORATION II, and ALLIED CAPITAL
CORPORATION II, each a Maryland corporation and each having an address
c/o Allied Capital Corporation, 1666 K Street, N.W., Ninth Floor,
Washington, D.C. 20006, Attention: Carr T. Preston, Senior Vice
President (collectively, "Allied") (Allied and the respective
successors and assigns of each of the entities comprising Allied are
hereinafter collectively referred to as the "Lender"),

WITNESSETH: that the Trustor, in consideration of the debt and
trust hereinafter mentioned and created, and the sum of One Dollar

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(\$1.00) to the Trustor paid by the Trustee, the receipt of which is hereby acknowledged, does by these presents mortgage, grant, bargain and sell, convey and confirm unto the Trustee, WITH POWER OF SALE, all of that real estate situate in Douglas County, Nebraska, described in Annex I attached hereto (the "Real Estate") and incorporated herein by this reference;

TO HAVE AND TO HOLD THE SAME, together with all present and future improvements, rights, privileges, interests, easements, hereditaments, and appurtenances thereunto belonging or in any manner pertaining thereto, and the rents, issues, income, uses, proceeds, and profits therefrom (all of such Real Estate and other rights, now or hereafter to the same belonging, together with the Personal Property (as hereafter defined), being hereafter referred to as the "Premises"), to the Trustee, and the Trustee's successor or successors forever,

IN TRUST, however, for the following purposes:

WHEREAS, Allied, the Trustor, and certain parties affiliated with the Trustor are parties to a certain Investment Agreement, dated of even date herewith (the "Investment Agreement") (the Trustor and the parties affiliated with the Trustor that are parties to the Investment Agreement being hereinafter collectively referred to as the "Borrowers"), under the terms of which, the Lender extends certain credit facilities to the Borrowers;

WHEREAS, the term "Obligations" as used in this Deed of Trust means all obligations of the Trustor to and in favor of the Lender of every type and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including, but not limited to, all obligations of the Trustor to the Lender under: (i) the Investment Agreement; and (ii) those certain subordinated, secured debentures, dated of even date herewith (collectively, the "Debentures"), by the Borrowers in favor of each of the entities comprising Allied and evidencing an investment (the "Investment") by Allied in the Borrowers in the aggregate original principal amount of Nine Million Dollars (\$9,000,000). The Debentures each accrue interest at the fixed rate of thirteen percent (13%) per annum and each of the Debentures matures on that date which is eight (8) years from the date hereof. All of the Obligations, including those arising under the Investment Agreement, are secured as they now exist and as they may be increased or otherwise changed by any amendment to any instrument or agreement which now or hereafter evidences, secures, or expresses terms applicable to any of the Obligations, including amendments to the Investment Agreement and any "Security Document" as that term is defined in the Investment Agreement and all renewals, extensions, modifications or refinancings of any of the foregoing and any notes, agreements or instruments

issued in substitution of any of the foregoing are also secured hereby;

WHEREAS, the mortgage lien and security interest herein conveyed is a second-priority lien and security interest subject to the mortgage lien and security interest in favor of Bank One, Indianapolis, National Association, a national banking association with its principal office in Indianapolis, Indiana, and its successors and assigns (collectively, "Bank One") pursuant to a first Deed of Trust (with Power of Sale), Security Agreement, Assignment of Leases and Rents and Fixture Filing being given by the Trustor to Bank One and recorded immediately prior to this instrument (the "First Deed of Trust"). The priority of the lien and security interest of the First Deed of Trust over the lien and security interest herein created extends to all extension, modifications, renewals and refinancings of the First Deed of Trust, but only to the extent expressly provided in that certain Subordination Agreement between Bank One and Allied, dated of even date herewith; and

WHEREAS, the assignment of rents made by this Deed of Trust is an absolute assignment, and includes the right of the Trustor to collect all Rents (as hereafter defined), subject only to the conditional license to collect Rents granted by the Lender to the Trustor under the terms of numbered Paragraph 7 of this Deed of Trust.

NOW THEREFORE, to secure the payment of the Obligations, the Trustor has executed this Deed of Trust, and further by these presents grants to the Lender a security interest in any item of furniture, machinery, equipment or other tangible personal property which is now or hereafter becomes attached or annexed to the Real Estate or any improvement thereon so as to constitute a fixture, whether now owned or hereinafter acquired (any such item of property being herein referred to as "Personal Property"), and the Trustor by these presents also assigns to the Lender as additional security for the Obligations, the rents, issues and profits of the Premises, including any rents and all other amounts (collectively "Lease Payments") which are due or shall become due to the Trustor under the terms of any present or future lease (a "Lease"), oral or written, of all or any portion of the Premises (all such rents, issues, profits and Lease Payments being hereafter collectively referred to as the "Rents").

The Trustor further agrees with the Lender and the Lender's endorsees and assigns as follows:

1. The Trustor shall pay and perform all of the Obligations promptly when payment or performance is due, with reasonable attorneys' fees and costs of collection to the extent allowed by law, and without relief from valuation and appraisal laws and without right of redemption.

2. The Trustor shall keep the Premises in good repair and shall not commit or permit waste thereon or do or permit to be done anything that may impair the value of the Premises. The Trustor shall promptly restore any part of the Premises which may be damaged or destroyed. The Trustor shall pay when due all taxes and assessments levied or assessed against the Premises or any part thereof.

3. The Trustor shall comply with all statutes, ordinances, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body or official applicable to the Premises, or any part thereof, or to the Trustor, or to the operation of any business of Trustor which directly affects the Premises; provided, however, that the Trustor may contest any of the matters referred to in this Paragraph as provided in the Investment Agreement or otherwise in any reasonable manner which in the judgment of the Lender will not adversely affect the rights of the Lender.

4. The Trustor will procure and maintain in effect at all times insurance written by insurance companies acceptable to the Lender which insures against loss or destruction of the Premises by fire, wind storm, lightning, vandalism and malicious mischief and such other perils as are generally covered by "extended coverage" insurance for the full replacement value of the Premises. All policies providing such insurance shall provide that any loss thereunder shall be payable to the Lender under a standard form of secured lender's loss payable endorsement. The Trustor shall also procure business interruption insurance in such amounts as the Lender may reasonably require. The Trustor authorizes the Lender to endorse on Trustor's behalf and to negotiate drafts representing proceeds of such insurance, provided that the Lender shall remit to the Trustor such surplus, if any, as remains after the proceeds have been applied at the Lender's option: (a) to the satisfaction of the Obligations or to the establishment of a cash collateral account securing the Obligations, or (b) to the restoration of the Premises; provided, however, that so long as no Default (as hereafter defined) has occurred and is continuing, and provided that the Trustor can demonstrate to the Lender's satisfaction that restoration of the Premises is physically and economically feasible, such proceeds shall be applied, at the Trustor's option and to the extent necessary, as provided in the foregoing clause (b) and any balance shall be remitted to the Trustor. Certificates evidencing the existence of all of the insurance required under the terms of this Deed of Trust shall be furnished to the Lender and the original policies providing such insurance shall be delivered to the Lender at the Lender's request.

5. Upon demand and failure of the Trustor so to do, the Lender may, in its discretion, advance and pay all sums necessary to protect and preserve the Premises, and all sums so advanced and paid by the

Lender shall become a part of the indebtedness secured hereby, shall bear interest from date of payment at a rate equal to the lesser of fifteen percent (15%) per annum or the highest rate permissible under applicable law, and shall be payable to the Lender upon demand. Such sums shall include, but not by way of limitation: (a) taxes, assessments and other charges which may be or become senior to this Deed of Trust as liens on the Premises, or any part thereof; (b) the cost of any title insurance, surveys, or other evidence which in the discretion of the Lender may be required in order to evidence, insure or preserve the lien of this Deed of Trust; (c) all costs, expenses, and reasonable attorneys' fees incurred by the Lender in respect of any and all legal and equitable actions which relate to this Deed of Trust or to the Premises, and (d) the cost of any repairs respecting the Premises which are reasonably deemed necessary by the Lender. The Lender shall be subrogated to the rights of the holder of each lien or claim paid with moneys secured hereby.

6. If all or any part of the Premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, or by the alteration of the grade of any street affecting the Premises, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid Obligations, is hereby assigned to the Lender, which is empowered to collect and receive the same and to give proper receipts therefor in the name of the Trustor, and all such sums shall be paid forthwith directly to the Lender. Any award or payment so received by the Lender may, at the option of the Lender: (a) be applied to the satisfaction of Obligations or to the establishment of a cash collateral account for the Obligations, or (b) be released, in whole or in part, to the Trustor for the purpose of altering, restoring, or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of such taking, alteration, or proceeding; provided, however, that so long as no Default (as hereafter defined) has occurred and is continuing, and provided that the Trustor can demonstrate to the Lender's satisfaction that any proposed alteration, restoration or rebuilding is physically and economically feasible, such awards shall be applied at the Trustor's option and to the extent necessary as provided in the foregoing clause (b).

7. At any time a Default (as hereafter defined) has occurred and is continuing, the Lender may enter upon and take possession of the Premises or any part thereof, and at any such time, or if the Lender in the reasonable exercise of its discretion determines that payment or performance of any of the Obligations is insecure, the Lender may demand, sue for, receive and give receipts, releases and satisfactions for all Rents. At any time that the Lender has not exercised its right to take possession of the Premises and there is not in effect

any demand by the Lender for the direct payment of Lease Payments to the Lender, the Trustor may collect Lease Payments provided that no Rents shall be collected by the Trustor more than thirty (30) days in advance of the period of occupancy to which they relate. Lease payments collected by the Trustor pursuant to the license granted in the immediately preceding sentence shall be held by the Trustor as trustee for the benefit of the Lender and shall be applied to the satisfaction of Obligations to the extent any are then due and payable. Any balance remaining after satisfaction of all Obligations which are then due and payable may be used by the Trustor for any proper purpose. Any demand by the Lender upon any tenant of the Premises accompanied by a copy of this Deed of Trust shall be sufficient authority for such tenant thereafter to make all Lease Payments directly to the Lender and any such tenant shall have no obligation or authority to inquire into the propriety of any such demand. Upon making Lease Payments to the Lender pursuant to the Lender's demand, any tenant of the Premises shall be as fully discharged of its obligations under any Lease to the extent of such payments as if such payments had been made directly to the Trustor. If at any time Lease Payments are required to be made directly to the Lender under the terms of this Paragraph and notwithstanding such requirement such payments are made to the Trustor, the Trustor will receive such payments in trust for the Lender and will forward them immediately to the Lender in the form in which received, adding only such endorsements or assignments as may be necessary to perfect the Lender's title thereto. Any amounts collected by the Lender pursuant to the assignment of rents contained in this Deed of Trust shall be applied by the Lender to the payment of such of the Obligations as are then due and payable as the Lender in its sole discretion shall determine. If no Obligations are then due and payable, such amounts may be held by the Lender as cash collateral for the Obligations, without liability for interest thereon, provided that the Lender will, at the direction of the Trustor, invest such amounts for the account and at the risk of the Trustor in U.S. Treasury Bills with less than sixty (60) days remaining to maturity or in similar essentially risk-free, cash equivalent investments as the Trustor may reasonably direct and any earnings derived from such investments will become a part of the collateral cash account. Any portion or all of the cash collateral account which is not applied to Obligations pursuant to the terms of this Paragraph may at the discretion of the Lender be released to the Trustor. The authority given to collect Rents conferred upon the Lender under the terms of this Deed of Trust is irrevocable.

8. The Trustor grants to the Lender as secured party a security interest in the Personal Property in accordance with the provisions of the Uniform Commercial Code. The Trustor authorizes the Lender at the expense of the Trustor to execute on its behalf and file any other financing statements deemed necessary by the Lender to perfect its

security interest in the Personal Property and to file such financing statements in those public offices deemed necessary by the Lender. Such financing statements may be signed by the Lender on behalf of Trustor and Trustor hereby grants Lender a power of attorney coupled with an interest to execute such financing statement on its behalf for this purpose. In addition, the Trustor shall execute and deliver any financing statement or other document that the Lender may request to perfect or to further evidence the security interest created by this Deed of Trust.

9. If, after the execution of this Deed of Trust, applicable law requires the taxation of this Deed of Trust or any Obligation secured by this Deed of Trust, the Trustor, upon demand by the Lender, shall pay such taxes or reimburse the Lender therefor unless it is unlawful to require the Trustor to do so. Notwithstanding the foregoing, the Trustor shall not be obligated to pay any portion of any of the Lender's federal or state income taxes.

10. As used in this Paragraph, the following terms have the meanings indicated:

a. Clean-up. "Clean-up" means the removal or remediation of Contamination or other response to Contamination in compliance with all Environmental Laws and to the satisfaction of all applicable governmental agencies, and in accordance with the practical implementation of industry standards and practices relating to convenience store operations.

b. Contamination. "Contamination" means the Release of any Hazardous Substance on, in or under the Premises or the presence of any Hazardous Substance on, in or under the Premises as the result of a Release, or the emanation of any Hazardous Substance from the Premises.

c. Environmental Laws. "Environmental Laws" means all federal, state and local laws, statutes, codes, ordinances, regulations, rules or other requirements with the force of law, including but not limited to consent decrees and judicial or administrative orders, relating to the environment, including but not limited to those applicable to the use, storage, treatment, disposal or Release of any Hazardous Substances, all as amended or modified from time to time including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"); the Clean Water Act, as amended; the Clean Air

Act, as amended; the Federal Insecticide, Fungicide and Rodenticide Act, as amended; the Hazardous Materials Transportation Act, as amended, and any and all environmental statutes of the State of Nebraska and all regulations promulgated under or pursuant to such federal and state statutes.

d. Hazardous Substance. "Hazardous Substance" means any hazardous waste or hazardous substance, or any pollutant or contaminant or toxic substance, including, without limitation, asbestos, petroleum, polychlorinated biphenyls, and any other substance regulated by any Environmental Laws.

e. Release. "Release" means the spilling, leaking, disposing, discharging, dumping, pouring, emitting, depositing, injecting, leaching, escaping or other release or threatened release, whether intentional or unintentional, of any Hazardous Substance.

f. Regulatory Actions. "Regulatory Actions" means any claim, demand, action or proceeding brought or instigated by any governmental authority in connection with any Environmental Law including, without limitation, any civil, criminal or administrative proceeding whether or not seeking costs, damages, penalties or expenses.

g. Third-party Claims. "Third-party Claims" means any claim, action, demand or proceeding, other than a Regulatory Action, based on negligence, trespass, strict liability, nuisance, toxic tort or detriment to human health or welfare due to Contamination, whether or not seeking costs, damages, penalties, or expenses, and including any action for contribution to Clean-up costs.

The Trustor shall indemnify, defend and hold harmless the Lender and its affiliates, shareholders, directors, officers, employees and agents when acting in such capacities (all being included in the word "Lender" for purposes of this Paragraph) from any and all claims, causes of action, damages, demands, fines, liabilities, losses, penalties, judgments, settlements, expenses and costs, however defined, and of whatever nature, known or unknown, absolute or contingent, including, but not limited to, attorneys' fees, consultant's fees, fees of environmental or other engineers, and related expenses including, without limitation, expenses related to site inspections and soil and water analyses (collectively, "Costs and Expenses"), which may be asserted against, imposed on, suffered or incurred by the Lender arising out of Lender's liens and security interests in the Real Estate and arising out of or in any way related to (a) any actual, alleged or threatened Release of any Hazardous

Substance on, in or under the Premises, (b) any related injury to human health or safety (including wrongful death) or any actual or alleged injury to the environment by reason of the condition of, or past or present activities on the Premises (c) any actual or alleged violation of Environmental Law related to the Premises, (d) any lawsuit or administrative proceeding brought or threatened by any person, including any governmental entity or agency, federal, state or local, including any governmental order relating to or occasioned by any actual or alleged Contamination or threat of Contamination, (e) any lien imposed upon the Premises in favor of any governmental entity as a result of any Contamination or threat of Contamination, and (f) all Costs and Expenses of any Clean-up. Notwithstanding the foregoing, Trustor shall not be required to indemnify, defend, or hold harmless Lender for Costs and Expenses that arise out of acts or omissions of the Lender. The Trustor represents and covenants that the Trustor's storage, generation, transportation, handling or use, if any, of Hazardous Substances on or from the property is, as of the date of this Deed of Trust, and to the best knowledge of the Trustor, and will remain at all times, in compliance with all applicable Environmental Laws. If any Clean-up is required with respect to the Premises, the Trustor shall expeditiously complete such Clean-up at the Trustor's expense and without the necessity of demand by the Lender. If the Trustor should fail to initiate and diligently pursue any Clean-up or should otherwise fail to perform any obligation under the terms of this Paragraph, the Lender may, at its sole discretion and without any obligation to complete any Clean-up which it may cause to be commenced, cause the Clean-up or partial Clean-up of the Premises and pay on behalf of the Trustor any costs, fines or penalties imposed on the Trustor pursuant to any Environmental Laws or make any other payment or perform any other action which will prevent a lien in favor of any federal, state or local government authority or any other person from attaching to the Real Property pursuant to the provisions of any Environmental Law, and all reasonable Costs and Expenses of the Lender incurred in pursuing any of the remedies provided in this Paragraph shall be added to the obligations secured by this Deed of Trust, which Costs and Expenses shall become due and payable without notice as incurred by the Lender, together with interest thereon accrued at the lesser of at the rate of fifteen percent (15%) per annum or the highest rate permissible under applicable law, until paid. Trustor shall be under no obligation to pay for Costs and Expenses incurred by individual indemnitees that are duplicative of identical Costs and Expenses paid to other indemnitees.

11. The occurrence of any of the following events shall be deemed a "Default" under this Deed of Trust:

a. an "Event of Default" as defined in the Investment Agreement shall have occurred and be continuing or the Trustor shall otherwise fail to pay or perform any of

the Obligations promptly when such payment or performance is due or within such grace period as may be applicable;

b. the Trustor shall otherwise fail to observe and perform the terms and conditions of this Deed of Trust, or

c. the Trustor shall abandon the Premises.

12. Upon the occurrence and continuance of a Default, all indebtedness secured hereby shall, at the option of the Lender, become immediately due and payable and this Deed of Trust may be foreclosed accordingly. The Lender shall be entitled to the appointment of a receiver for the Premises to collect the Rents, to enforce any Lease, and to maintain the Premises during any foreclosure proceedings. The Lender shall have the option of proceeding as to both the Real Estate and the Personal Property in accordance with its rights and remedies in respect of the Real Estate, in which event the default provisions of the Uniform Commercial Code shall not apply. If the Lender elects to proceed with respect to the Personal Property separately from the Real Estate, the requirement of the Uniform Commercial Code as to reasonable notice of any proposed sale or disposition of the Personal Property shall be met if such notice is delivered or mailed to the Trustor at its address stated above at least ten (10) days prior to such sale or disposition.

13. If the Trustor or the Trustor's legal representatives or assigns shall well and truly pay, perform, or cause to be paid and performed all of the Obligations in accordance with the terms of this Deed of Trust, the Investment Agreement and each other "Investment Document" (as that term is defined in the Investment Agreement), respectively, according to the tenor of the same, and shall well and truly keep and perform all of the covenants and agreements contained in this Deed of Trust, and if upon such full payment and performance the "Investment Maturity Date" (as defined in the Investment Agreement), as it may be extended from time to time, shall have occurred and the "Commitment" (as defined in the Investment Agreement) shall have expired, then this trust shall cease and be void, and the Premises shall be released and reconveyed by the Trustee to the Trustor, all at the cost of the Trustor; but if the Obligations, or any part thereof or any prior encumbrance be not paid at maturity or performed when due according to the tenor of the same, or if any other Default described in numbered Paragraph 11 of this Deed of Trust shall have occurred and be continuing, then this conveyance shall remain in force and the Trustee or the Trustee's successor in trust, or in case of the Trustee's inability, neglect or refusal to act, then a successor appointed by the Lender may, at the request of the Lender, do one or more of the following:

a. Lender may enter upon, take possession of, manage and operate the Premises or any part thereof, make repairs and alterations and do any acts which Lender deems proper to protect the security thereof, and either with or without taking possession, in its own name, sue for or otherwise collect and receive rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees and Lender's costs, upon the Indebtedness secured hereby and in such order as Lender may determine. Upon request of Lender, Trustor shall assemble and shall make available to Lender any of the Premises which has been removed. The entering upon and taking possession of the Premises, the collection of any Rents, and the application thereof as aforesaid, shall not cure or waive any default theretofore or thereafter occurring, or affect any notice of default or notice of sale hereunder or invalidate any act done pursuant to any such notice. Notwithstanding Lender's continuance in possession or receipt and application of rents, issues or profits, Lender shall be entitled to exercise every right provided for in this Deed of Trust or by law upon or after the occurrence of a Default, including the right to exercise the power of sale. Any of the actions referred to in this paragraph may be taken by Lender at such time as Lender may determine without regard to the adequacy of any security for the Indebtedness secured hereby.

b. Lender shall, without regard to the adequacy of any security for the Indebtedness secured hereby, be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession of, protect, and manage the Premises and operate the same and collect the rents, issues and profits therefrom.

c. Lender may bring any action in any court of competent jurisdiction to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages and real property or enforce any of the covenants hereof.

d. Lender may elect to cause the Premises or any part thereof to be sold under the POWER OF SALE, and in such event, Lender or Trustee shall give such notice of default and notice of sale as may be then required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, Trustee, at the time and place specified by the notice of sale, shall sell such Premises, or any part thereof specified by Lender, at public auction to the highest bidder

for cash in lawful money of the United States of America. Upon receipt of payment of the price bid, Trustee shall apply the proceeds in the following order: (i) to the cost and expenses of exercising the power of sale and of the sale, including but not limited to, trustee's fees of not more than \$500.00 plus one percent of the gross sale price, and reasonable attorney fees, costs, and expenses, (ii) to the obligations, (iii) to the payment of junior trust deeds, mortgages, or other lienholders, and the balance, if any, to the person or persons legally entitled thereto, and (iv) the excess, if any, to the person or persons legally entitled thereto.

All costs and expenses incurred by Lender in enforcing any right under this Deed of Trust, including without limitation, abstract or title fees, appraisal fees, premiums for title insurance, attorney fees and court costs, shall be and constitute Indebtedness secured hereby; and upon such sale, the Trustee shall execute and deliver a deed of the property sold to the purchaser or purchasers thereof and shall receive the proceeds of such sale, out of which 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 the trustee's fees actually incurred not to exceed the amount which may be provided for in the trust deed, second, to payment of the Obligations secured by the Deed of Trust. In the event of any such judicial foreclosure, the Lender shall be entitled to recover, in addition to all other amounts secured hereby, all Expenses of Foreclosure as allowed by law. As used in this Paragraph, the term "Expenses of Foreclosure" means all expenses incurred by the Trustee or by the Lender in connection with the sale of the Premises by the Trustee or in connection with any judicial Foreclosure of this Deed of Trust including, without limitation, all reasonable attorney and related paraprofessional expenses incurred in connection with such sale or judicial foreclosure, and all other reasonable costs and expenses associated with such sale or foreclosure, including without limitation, all expenses incurred for title searches, abstracts of title, title insurance, appraisals, surveys and environmental assessments reasonably deemed necessary by the Trustee or the Lender. As used in the preceding sentence, the term "environmental assessments" means inspections and reports of environmental engineers or firms of environmental engineers or other appropriate experts, and associated samplings and testings of soil or groundwater, the purpose of which is to determine whether there is any Contamination associated with the Premises and if so, the extent thereof, and to estimate the cost of Clean-up of any Contamination, and to determine whether there are any underground storage tanks or any asbestos in, on, or under the Premises and if so, whether there are any violations of Environmental Laws in connection therewith. As used in this Paragraph, the terms

"Contamination," "Clean-up" and "Environmental Laws" are used as defined in numbered Paragraph 10.

14. Nothing in this Deed of Trust shall be construed so as to prevent the Lender to have and to take every legal step and means to enforce payment of the Obligations, without having first caused the execution of the Trust herein created.

15. The Trustee covenants faithfully to perform and fulfill the trusts herein created, being liable, however, only for willful negligence or misconduct.

16. The covenants and agreements hereinabove contained shall bind and inure to the benefit of, respectively, the assigns, successors and legal representatives of the Trustor, and any legally appointed successor of said Trustee, and the endorsees, assigns and legal representatives of the Lender.

17. Duties of Trustee. Trustor agrees that:

a. Duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust and Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be imposed upon Trustee;

b. No provision of this Deed of Trust shall require Trustee to expend or risk its own funds, or otherwise incur any financial obligation in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers;

c. Trustee may consult with counsel of its own choosing and the advice of such counsel shall be full and complete authorization and protection in the respect of any action taken or suffered by it hereunder in good faith and reliance thereon; and

d. Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within its discretion or rights or powers conferred upon it by this Deed of Trust.

18. Successor Trustee. Lender, at its option, may from time to time remove Trustee and appoint a Successor Trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Premises,

the Successor Trustee shall succeed to all title, power and duties conferred upon Trustee herein and by applicable law.

19. Notice to Trustor. Trustor hereby requests that a copy of any notice of default and notice of sale made or executed by Trustee pursuant to the provisions hereof be sent to Trustor at its mailing address set forth hereinabove and to each other party hereto.

20. 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.

21. TRUSTOR PLEASE NOTE: TRUSTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE UNDER THE CONSTITUTION OF THE STATE OF NEBRASKA OR OF THE CONSTITUTION OF THE UNITED STATES OF AMERICA OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DEED OF TRUST TO TRUSTEE OR BENEFICIARY AND WAIVES ITS RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE HERewith ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. TRUSTOR'S WAIVERS UNDER THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY, AND KNOWINGLY AND AFTER TRUSTOR HAS BEEN APPRAISED AND COUNSELED BY ITS ATTORNEYS AS TO THE NATURE THEREOF AND ITS POSSIBLE ALTERNATIVE RIGHTS.

22. This Deed of Trust shall be governed by and construed and enforced in all cases by the substantive laws of the State of Nebraska, notwithstanding the fact that Nebraska conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction to apply.

IN WITNESS WHEREOF, the Trustor has executed these presents as of the day and year first above written.

Dated: December 20, 1995.

CONTEMPORARY INDUSTRIES, MIDWEST, INC.,
an Iowa corporation

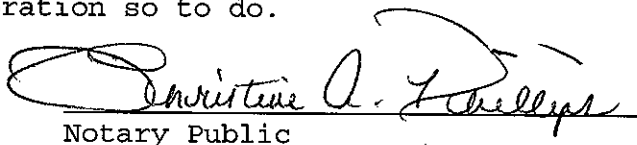
By: _____

MARK M. KING, VICE PRESIDENT
(Printed name and title)

316

STATE OF Nebraska)
COUNTY OF Douglas) ss:

Personally appeared before me, the undersigned authority in and for the above County and State, on this 20th day of December, 1995, within my jurisdiction, the within named MARK M. KING, who acknowledged that he is the VICE PRESIDENT of Contemporary Industries, Midwest, Inc., an Iowa corporation, and that for and on behalf of that corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by the corporation so to do.


Notary Public

(Printed Name)

My Commission Expires: _____, 19__

Resident of Douglas County, Nebraska



After filing return to:

Richard L. Anderson, Attorney at Law
Crocker, Huck, Kasher, DeWitt, Anderson
& Gonderinger, P.C.
1250 Commercial Federal Tower
2120 South 72nd Street
Omaha, Nebraska 68124
(402) 391-6777

Store #109/Parcel 1 Store #116/Parcel 5 Store #124/Parcel 8
Store #110/Parcel 2 Store #120/Parcel 19 Store #126/Parcel 10
Store #111/Parcel 3 Store #122/Parcel 6 Store #127/Parcel 11
Store #115/Parcel 4 Store #123/Parcel 7

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

PARCEL 1 (STORE NO. 109):

The East 98.2 feet of Lot 1 and the East 98.2 feet of the North 29 feet of Lot 2, in Block 1, in HAWTHORNE, an Addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska, TOGETHER with that part of the Southwest Quarter of Section 16, Township 15 North, Range 13 East of the 6th P.M., described as follows: Commencing at a point 16.8 feet East of the Northwest corner of Lot 1, Block 1 in Hawthorne Addition; thence North 33 feet; thence East 98.2 feet; thence South 33 feet to the Northeast corner of said Lot 1; thence West 98.2 feet to the place of beginning, and TOGETHER with the South 4 feet of vacated alley adjoining said tract on the North.

SE SW
SW

>>STORE #109
503 NORTH 33RD STREET
OMAHA, DOUGLAS COUNTY
>NEBRASKA
CIMW

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

PARCEL 2 (STORE NO. 110):

Lot 1, in HANSCOM PLACE REPLAT 2, an Addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska.

19-14882

>>STORE #110
1349 PARK AVENUE
OMAHA, DOUGLAS COUNTY
>NEBRASKA
CIMW

319

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

PARCEL 3 (STORE NO. 111):

Lot 1, in CONTEMPORARY PLACE, an Addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska.

63-07750

>>STORE #111
3352 NORTH 108TH STREET
OMAHA, DOUGLAS COUNTY
>NEBRASKA
CIMW

320

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

PARCEL 4 (STORE NO. 115):

Lot 1, in UPLAND TERRACE REPLAT 1, an Addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska.

31-39721

>>STORE #115
6524 NORTH 30TH STREET
OMAHA, DOUGLAS COUNTY
>NEBRASKA

321

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

40-22440

PARCEL 5 (STORE NO. 116):
Lots 11 and 12, Block 6, in LOCKWOOD, an Addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska, TOGETHER with the South $\frac{1}{2}$ of the vacated alley adjacent thereto on the North.

>>STORE #116
5188 LEAVENWORTH STREET
OMAHA, DOUGLAS COUNTY
>NEBRASKA
CIMW

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

PARCEL 19 (STORE NO. 120/OFFICE):

That part of the Southeast Quarter(SE1/4) of Section 17, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska, more particularly described as follows: Commencing at a point which is 628.68 feet West of and 907.15 feet North of the Southeast corner of said Section 17, to a point of curve on the West right-of-way line of new 108th Street, which is the True Point of Beginning; thence along the West right-of-way line of new 108th Street, on a curve to the right, an arc length of 248.7 feet (radius being 501.1 feet, long chord bearing North 23°03'09" East, a long chord bearing North 23°03'09" East, a long chord distance of 246.16 feet), to the Southerly right-of-way line of Mill Valley Road; thence North 47°34'41" West, 182.20 feet, along the Southerly right-of-way line of Mill Valley Road, to a point of curve; thence along the Southerly right-of-way line of Mill Valley Road, on a curve to the left, an arc length of 147.88 feet (radius 382.99 feet, long chord bearing North 58°38'22" West, a long chord distance of 146.96 feet); thence South 00°20'47" West, 272.23 feet, to a point of curve; thence along a curve to the left, an arclength of 211.18 feet (radius being 148.48 feet, long chord bearing South 40°24'35" East, a long chord distance of 193.87 feet); thence South 81°09'57" East, 40.0 feet, to the Point of Beginning.

NE } SE
SE }

>>STORE #120/OFFICE
711 NORTH 108 COURT
OMAHA, DOUGLAS COUNTY
>NEBRASKA
CIMW

323

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

10-28926

PARCEL 6 (STORE NO. 122):
Lot 1, in ORCHARD HILL REPLAT 1, an Addition to the City of Omaha, as surveyed,
platted, and recorded, in Douglas County, Nebraska.

>>STORE #122
3874 HAMILTON STREET
OMAHA, DOUGLAS COUNTY
>NEBRASKA
CIMW

324

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

PARCEL 7 (STORE NO. 123):

Lot 1, in TUTTLE'S SUBDIVISION REPLAT 1, an Addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska.

01-39221

>>STORE #123
4122 AMES AVENUE
OMAHA, DOUGLAS COUNTY
>NEBRASKA

325

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

PARCEL 8 (STORE NO. 124):

The West $\frac{1}{2}$ of Lot 5 and all of Lots 6, 7, 8 and 9, in ARLINGTON, an Addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska.

05-01040

>>STORE #124
2411 NORTH 30TH STREET
OMAHA, DOUGLAS COUNTY
>NEBRASKA
CIMW

SCHEDULE

326

All that real estate in Douglas County, Nebraska, described as follows:

PARCEL 10 (STORE NO. 126):

The East 124 feet of the North Half of Lot 1 and the North 33 feet of the East 124 feet of the South Half of Lot 1, all in Block 4, in S.E. ROGERS ADDITION, an Addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska.

24-33960

>>STORE #126
2302 SOUTH 13TH STREET
OMAHA, DOUGLAS COUNTY
>NEBRASKA
CIMW

SCHEDULE

327

All that real estate in Douglas County, Nebraska, described as follows:

23-32320

PARCEL 11 (STORE NO. 127):

The East 163.27 feet of the South 55 feet of Lot 32 and the East one-half of Lot 31, in REDICK'S 2ND ADDITION to the City of Omaha, Douglas County, Nebraska, all being more particularly described as follows: Beginning at the Southeast Corner of Lot 31, in REDICK'S 2ND ADDITION; thence N 89°47'51" W (assumed bearings) for 140.13 feet along the South line of said Lot 31; thence N 0°20'06" E for 74.61 feet to the North line of said Lot 31; thence N 89°47'23" W for 22.98 feet along the North line of said Lot 31; thence N 0°12'49" E for 54.71 feet to the North line of the South 55 feet of Lot 32; thence S 89°47'11" E for 163.27 feet along the North line of the South 55 feet of Lot 32 to the East line of said Lot 32; thence S 0°21'18" W for 129.29 feet along said East line of Lots 32 and 31 to the point of beginning, EXCEPT for a parcel of land deeded to the City of Omaha for public purposes more particularly described as follows: An irregularly shaped parcel of land located in the East 163.27 feet of the South 55 feet of Lot 32, Redick's 2nd Addition, an addition to the City of Omaha, Douglas County, Nebraska, more particularly described as follows: Beginning at the Northeast corner of the South 55 feet of said Lot 32; thence S 02°20'20" E (assumed bearing) along the Easterly line of said Lot 32; 12.68 feet; thence N 51°39'28" W, 19.39 feet to a point on the Northerly line of the South 55 feet of said Lot 32; thence N 87°29'24" E along said Northerly line, 14.70 feet to the point of beginning.

>>STORE #127
2401 LEAVENWORTH STREET
OMAHA, DOUGLAS COUNTY
>NEBRASKA
CIMW