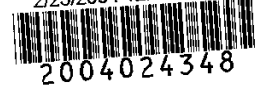


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**DEED OF TRUST**

THIS DEED OF TRUST is executed, delivered and effective on the 9<sup>th</sup> day of January, 2004 by J & J Arbor III, LLC, a Nebraska limited liability company, ("Trustor") to Thomas J. Malicki, a member of the State Bar of Nebraska ("Trustee") in favor and for the benefit of the Jerry L. Pont Revocable Trust U/A/D January 22, 1999, Jerry L. Pont, Trustee (the "Pont Trust") and the James A. and Dawn M. Coury Revocable Trust U/A/D February 8, 2000, James A. Coury, Trustee (the "Coury Trust"), (the Pont Trust and the Coury Trust shall be collectively referred to hereinafter as "Beneficiary").

NOW, THEREFORE, for valuable consideration and in consideration of the sums which Beneficiary has advanced to Trustor, as evidenced by that certain Promissory Note executed by Trustor in favor of the Pont Trust dated of even date herewith in the principal amount of Six Hundred Ten Thousand and No/100 Dollars (\$610,000.00) and that certain Promissory executed by Trustor in favor of the Coury Trust dated of even date herewith in the principal amount of Six Hundred Ten Thousand and No/100 Dollars (\$610,000.00) (such Promissory Notes are collectively referred to hereinafter as the "Notes"), and to secure the payment of all sums due under the Notes according to their terms, and any extensions or renewals thereof, and to secure the performance of all the terms and conditions of this Deed of Trust, Trustor does hereby grant, bargain, sell and convey to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary and their respective beneficiaries and successors in interest, all of Trustor's estate, right, title and interest in and to the real estate legally described on Exhibit "A" attached hereto and made a part hereof;

TOGETHER with all easements, servient estates appurtenant thereto, rights, privileges, appurtenances and hereditaments thereunto belonging or in any way appertaining thereto, including without limitation any such right, title, interest, claim and demand in, to and any way affecting other property and in, to and under any streets, ways, alleys, vaults or strips of land adjoining such real estate, and all royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant thereto;

TOGETHER with all leasehold interests in the real estate and properties described on Exhibit "A", and all modifications, supplements, additions, extensions and renewals thereto and all options, rents, credits, deposits, privileges and rights now or at any time existing thereunder;

TOGETHER with all existing and future buildings and improvements and all fixtures and articles of personal property including, but not limited to, all elevators, all gas, steam, electric or other heating, lighting, plumbing, ventilating, air conditioning, sprinkling, water and power systems, appliances and apparatus and all other fixtures and articles of personal property which may now or at any time hereafter,

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Return to: Thomas J. Malicki  
Abrahams Kaslow & Cassman LLP  
8712 West Dodge Road, Suite 300  
Omaha, Nebraska 68114

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during the term of this Deed of Trust or any extension thereof, be used in connection with the real estate or properties described above or in the operation thereof;

TOGETHER with all amounts of rents, insurance proceeds and condemnation awards and other income, and all proceeds and payments from or on account of the property, rights and privileges subjected to the lien of this Deed of Trust; and

TOGETHER with all other property of every kind and description, real, personal and mixed, and interests therein now held or hereafter acquired by Trustor, and any other contracts, agreements, intangible property, or documents, rights or items otherwise related to the real estate described on Exhibit "A".

All of the foregoing property and real estate are herein collectively referred to as the "Trust Property".

Trustor represents and warrants that (i) it is lawfully seized of the Trust Property, (ii) it has the authority to mortgage the same, (iii) the Trust Property is free and clear of all liens and encumbrances whatsoever, except those of record and that certain Office Building Lease dated October 28, 2003 with L. Paul Comeau and Craig Knickrehm as lessees, that certain Office Building Lease dated August 10, 2000 with Wood Communication Group as lessee, that certain Office Building Lease dated April 28, 1999 with Heartland Real Estate Investments, LLC, as lessee, that certain Office Building Lease dated November 20, 2003 with OCE Printing Systems USA, Inc., as lessee, that certain Office Building Lease dated January 8, 2003 with The Hogan Group, as lessee, and that certain Office Building Lease dated March 11, 1999 with Phillip A. Fellers, as lessee ("Permitted Exceptions"), and (iv) they will forever warrant and defend the title to the Trust Property against the lawful claims of all persons.

Trustor covenants and agrees with Beneficiary as follows:

1. Debt. Trustor will punctually pay the principal, interest and all other sums which become due under the Notes and this Deed of Trust. This Deed of Trust secures all sums advanced from time to time pursuant to the Notes and secures future advances made under the Notes, if any.
2. Recordation of Deed of Trust. Trustor will execute, acknowledge and deliver this Deed of Trust and every other instrument in addition or supplemental to any thereof, including, without limitation, contracts, licenses and permits affecting the Trust Property, which may be requested by Trustee or Beneficiary from time to time in order to perfect and maintain the validity and effectiveness of this Deed of Trust and the lien and security thereof to Trustee or Beneficiary and in such manner and places and within such times as may be necessary to accomplish such purposes and to preserve and protect the rights and remedies of Trustee or Beneficiary.
3. Payment of Taxes, Assessments and Insurance. Trustor shall pay or cause to be paid all taxes, assessments, premiums for fire and other hazard insurance, rent loss insurance, and such other insurance covering the Trust Property as Beneficiary may require, and all other impositions attributable to the Trust Property by Trustor making payment, before the same become delinquent, directly to the payee thereof.
4. Liens. Trustor shall not permit any mechanics', contractor's, materialman's, subcontractor's, laborers', statutory or other similar lien to be created or to remain outstanding upon the Trust Property or any part thereof, and Trustor warrants that it will indemnify and hold each Beneficiary harmless from and against all such liens and any and all expenses and fees incurred by Beneficiary in

connection therewith. Trustor shall promptly discharge any lien which has, or may have, priority over, or equality with, the lien of this Deed of Trust.

5. **Insurance.** Trustor shall require each lessee of any part of the Trust Property to maintain the insurance required under the applicable lease; provided that Trustor shall maintain or cause to be maintained at all times casualty and property damage insurance in the Special Form, Replacement Cost form covering the risks from time to time as are or shall be customarily included for coverage under such insurance policies, in policy amount equal to 100% of the full replacement cost thereof which are actually insurable or the outstanding balance of the Notes, whichever is greater. Such policy shall contain a standard mortgagee's clause with an agreement by the insurer that any loss otherwise payable thereunder shall be payable to Beneficiary notwithstanding any act or negligence of Trustor or Beneficiary which might, absent such agreement, result in a forfeiture of all or a part of such insurance payment.

Trustor agrees to pay, and to protect, indemnify and save harmless each Beneficiary from and against, any and all liabilities, losses, damages, costs, expenses (including all attorney's fees and court costs), claims and demands of any nature whatsoever arising from (a) any injury to, or the death of, any person or any damage to property on the Trust Property or elsewhere or in any manner growing out of or connected with the use, non-use, condition, maintenance or occupancy of the Trust Property or any part thereof or of adjoining property, streets, sidewalks or passageways, (b) violation of any agreement or condition of this Deed of Trust and of any contracts, agreements, restrictions, statutes, laws, ordinances or regulations affecting the Trust Property or any part thereof or the ownership, occupancy or use thereof, or (c) any act or omission on the part of Trustor or any of its agents, employees, contractors, sublessees, licensees or invitees. In case any action, suit or proceeding is brought against Trustor or Beneficiary by reason of any occurrence herein described, Trustor will defend or cause to be defended such action, suit or proceeding with counsel reasonably satisfactory to Beneficiary at Trustor's expense.

Trustor shall give Beneficiary prompt written notice of any casualty resulting in damage or destruction to the Trust Property. So long as no Event of Default shall have occurred and be continuing, insurance proceeds for casualty losses shall be applied as provided for in the leases of the Trust Property. Otherwise, Beneficiary may apply such proceeds first to the cost of collecting such proceeds, then to the Notes.

6. **Condition of Trust Property.** Trustor (i) shall keep or cause to be kept the Trust Property in good condition and repair, (ii) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Trust Property to the equivalent of its original condition, or such other condition as Beneficiary may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair and (iii) shall not remove, demolish or alter nor permit the removal, demolition or alteration of any building, structure, improvements, fixtures, machinery or appliances constituting the Trust Property except when incident to the replacement of improvements, fixtures, machinery or appliances of like kind.

7. **Condemnation.** Trustor shall give prompt notice to Beneficiary of any condemnation proceeding affecting the Trust Property as soon as it has notice. Subject to any Permitted Encumbrance, the proceeds of any award in a condemnation proceeding or sale to the condemning authority under threat thereof where substantially all the Trust Property is taken are hereby assigned to Beneficiary and such proceeds shall be paid to Beneficiary and shall be, at Beneficiary's sole election, to the outstanding indebtedness secured by this Deed of Trust or applied to cost of restoration of the Trust Property.

8. **Environmental Laws.** Trustor represents and warrants: that to the best of its actual knowledge the Premises are in compliance with all Environmental Laws; that Trustor is not a party to any

litigation or administrative proceeding, nor so far as is known by the Trustor is any litigation or administrative proceeding threatened against it or the Trust Property, which asserts or alleges the Trustor has violated or is violating Environmental Laws or that Trustor is required to cleanup, remove or take remedial or other responsive action due to the disposal, depositing, discharge, leaking or other release of any hazardous substances or materials. The term "Environmental Laws" shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of pollutants, the protection of the environment or otherwise relating to the environment or hazardous substances, and regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect.

Trustor agrees to pay, and to reimburse, protect, indemnify and save harmless each Beneficiary from and against, any and all liabilities, losses, damages, costs, expenses (including all attorney's fees and court costs), claims and demands of any nature whatsoever arising from any violation of any Environmental Law and any costs and expenses required to investigate and remediate any pollution or hazardous substance contamination on, in or under the Trust Property. Trustor agrees, at the request of the Beneficiary to permit an environmental audit to be conducted by an environmental firm independent selected by the Beneficiary.

9. Beneficiary's Right to Act. If Trustor fails to perform any act which it is required to perform hereunder or to pay any money which it is required to pay hereunder, Beneficiary may, but shall not be obligated to, perform or cause to be performed such act and may pay such money and any expenses thereby incurred by Beneficiary, and act so performed and any money so paid shall be an obligation immediately owing by Trustor without demand and shall bear interest at the rate provided in the Notes, from the date of making such payment until paid and shall be part of the obligations hereby secured, and Beneficiary shall be subrogated to all of the rights of the person receiving such payment or the benefit of such act.

10. Default. Trustor shall be in default hereunder and, at the option of Beneficiary, the amounts due under the Notes shall immediately become due and payable, irrespective of the maturity date stated in the Notes, if one or more of the following events (herein, a "Default" or an "Event of Default") shall occur:

(i) The failure of Trustor to pay any installment of principal, interest or any other sum due under the Notes or this Deed of Trust or the occurrence of an Event of Default provided for in the Notes beyond any notice and cure period provided for in the Notes;

(ii) The failure of Trustor to perform or observe any agreement, condition or covenant contained in the Notes or this Deed of Trust if such failure shall continue for a period of 30 days after written notice of such failure; or

(iii) Except for any Permitted Encumbrance, the sale (including any land contract sale), conveyance, transfer, encumbrance, or transfer of full possessory rights (other than pursuant to leases with tenants intending to occupy space in the building), of all or any portion of the Trust Property; whether voluntary, involuntary or by operation of law (this provision shall apply to each and every sale, transfer, conveyance or encumbrance regardless of any prior consent or waiver by Beneficiary with respect to any prior sale, transfer, conveyance or encumbrance).

11. Surrender of Trust Property to Beneficiary. Whenever any Event of Default shall occur, Trustor shall, upon demand of Beneficiary, forthwith surrender to Beneficiary actual possession of all the Trust Property, or such part or parts thereof as Beneficiary may designate and Beneficiary, personally or

by their agents or attorneys, may enter thereupon and take possession thereof and wholly exclude Trustor and its agents and servants therefrom, or on application of Beneficiary, a receiver may be appointed in the manner hereinafter provided. Beneficiary in possession, or such receiver, may thereafter (a) operate and manage such property and exercise all rights, powers and franchises of Trustor in respect thereof, with power to use consume in connection therewith all materials, current supplies and stores then belonging to Trustor, wherever found, and with power to make, at the expense of Trustor, such repairs, replacements, alterations, additions or improvements thereto, and to purchase or otherwise acquire such materials therewith, as Beneficiary may consider advisable, (b) collect the earnings and income from such property and (c) pay all proper charges, operating expenses, and all disbursements and liabilities of Beneficiary under the Notes and this Deed of Trust. All net income and profits arising from the operation of any of the Trust Property received by any receiver shall be paid to Beneficiary. The net proceeds arising from any such operation of the Trust Property by Beneficiary, or by a receiver, shall be applied from time to time to the payment of the installments of principal and interest due upon and any other sums due under the Notes and this Deed of Trust.

12. Remedies of Beneficiary. In case any Event of Default shall occur, Beneficiary, with or without entry, personally or by attorney may, but shall not be obligated to exercise any remedy Beneficiary may have at law or in equity, including, but not limited to, the foreclosure on and sale of the Trust Property in accordance with applicable law either separately or in any combination. Every right or remedy herein conferred or reserved shall be nonexclusive, shall be cumulative and shall be in addition to every other right, remedy, or power given hereunder or now or hereafter existing in law or in equity. No delay or omission by Beneficiary in exercising any available right, power or remedy hereunder shall impair or be construed as a waiver thereof or be considered an acquiescence in the circumstances giving rise thereto. Every right, power or remedy herein conferred upon or reserved to Beneficiary may be exercised from time to time and as often as deemed expedient.

13. Additional Remedies of Beneficiary. Whenever an Event of Default shall have occurred, Beneficiary, either in aid of any other available right or remedy, or upon institution of any suit in equity or action at law hereunder, shall be entitled to secure the appointment, by any court of competent jurisdiction, of a receiver of all or any part of the Trust Property (other than deposited money) and the earnings, rents, profits and income therefrom or, to the extent permitted by law, the appointment of a general receiver of all the property of Trustor, or the appointment of both a mortgage receiver and a general receiver, with power to operate the same as provided in this Deed of Trust, and with such additional powers as the court making such appointment shall fix.

14. Assignment of Rents. Trustor hereby absolutely and unconditionally assigns to Beneficiary, to the extent of the performance of all obligations secured hereby, all the rents, revenue, profits and income from the Trust Property, including those now due, past due or to become due, and the possession of the Trust Property for the purpose of collecting and enforcing the same. Trustor does hereby constitute and appoint Beneficiary its true and lawful attorney-in-fact (which appointment is coupled with an interest and is irrevocable) for the purpose of taking possession of the Trust Property and collecting all of the rents, revenue and income thereof and to pay from the money collected from the Trust Property all fees, commissions and expenses incurred in renting and managing the same and collecting the rentals therefrom and to pay the taxes, assessments and insurance premiums on the Trust Property and the charges and amounts due under the Notes or this Deed of Trust.

Notwithstanding the foregoing, however, so long as no Event of Default has occurred and is continuing, Trustor is hereby granted a revocable license to collect and receive all rents and revenues of the Trust Property. Upon the occurrence of any Event of Default, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Trust Property in person, by agent or by a

court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Trust Property as specified in this Section 14 as the same become due and payable, including, but not limited to, rents then due and unpaid, and all rents shall immediately upon the occurrence of each such Event of Default be held by Trustor as trustee for the benefit of Beneficiary only.

Upon the occurrence of any Event of Default, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Trust Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Trust Property, the making of repairs to the Trust Property and the execution or termination of contracts providing for the management or maintenance of the Trust Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Trust Property or property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Trust Property.

All rents and revenues collected subsequent to the occurrence of any Event of Default shall be applied first to the costs, if any, of taking control of and managing the Trust Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Trust Property, premiums on insurance policies, taxes, assessments and other charges on the Trust Property, and costs of discharging any obligation or liability of Trustor as lessor or landlord of the Trust Property and then to the sums secured by this Deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Trust Property and shall be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Trust Property by reason of anything done or left undone by Beneficiary under this Section 14.

If the rents of the Trust Property are not sufficient to meet the costs, if any, of taking control of and managing the Trust Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become indebtedness of Trustor to Beneficiary secured by this Deed of Trust. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Notes.

15. Security Agreement. This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Trust Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Trustor hereby grants Beneficiary a security interest in said items. Trustor agrees that Beneficiary may file this Deed of Trust, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Trust Property. In addition, Trustor agrees to execute and deliver to Beneficiary, upon Beneficiary's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Deed of Trust in such form as Beneficiary may require to perfect a security interest with respect to said items. Trustor shall pay all costs of filing such financing statements and any continuation statements, extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Without the prior written consent of Beneficiary, Trustor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest having a priority over the security interest of this Deed of Trust in said items, including replacements and additions thereto. Upon the occurrence of any Event of Default hereunder, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and, at Beneficiary's option,

of any record searches for financing statements Beneficiary may reasonably require. Without the prior written consent of Beneficiary, Trustor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest having a priority over the security interest of this Deed of Trust in said items, including replacements and additions thereto. Upon the occurrence of any Event of Default hereunder, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and, at Beneficiary's option, may also invoke the remedies provided herein. In exercising any of said remedies, Beneficiary may proceed against the items of real property and any items of personal property specified above as part of the Trust Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under the Uniform Commercial Code or of the remedies provided herein.

16. Notices. All notices, demands, requests, consents, approvals or communications required under this Deed of Trust shall be in writing and shall be deemed to have been properly given if sent by recognized overnight courier, registered or certified mail, postage prepaid, return receipt requested or personally delivered to the parties at the addresses set forth below or to such other addresses as designated by notice pursuant to this Section.

Trustor:	J & J Arbor III, LLC 11711 Arbor Street Omaha, Nebraska 68144
Beneficiary:	Jerry L. Pont, Trustee 15707 Burdette Street Omaha, Nebraska 68116
	James A. Coury, Trustee 15911 Burt Street Omaha, Nebraska 68118
Trustee:	Thomas J. Malicki Abrahams Kaslow & Cassman LLP 8712 West Dodge Road, Suite 300 Omaha, Nebraska 68114

17. Miscellaneous. All of the rights and remedies reserved to Beneficiary and all of the obligations herein imposed upon Trustor shall be deemed to run with the land and shall be for the benefit of the beneficiaries, successors and assigns of Beneficiary and shall bind the successors and assigns of Trustor, and all the grantees of the Trust Property or any part thereof, their heirs, personal representatives, successors and assigns. Beneficiary's acknowledge and agree with each other that they hold their interests in this Deed of Trust as tenants in common, and not as joint tenants with rights of survivorship, and that their respective interests in this Deed of Trust shall pass to their beneficiaries, trustees and assigns. Each Beneficiary agrees that it shall share in the priority of this Deed of Trust equally, and any proceeds of any nature from this Deed of Trust which are applied to the Notes shall be applied in equal proportions to the amount outstanding on each Promissory Note described above.

This Deed of Trust shall be governed by the laws of the State of Nebraska.

Upon payment of all sums secured hereby, Beneficiary shall surrender this Deed of Trust and the Notes to Trustee for cancellation and shall request Trustee to reconvey the Property. Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty and without

charge, any portion of the Trust Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

IN WITNESS WHEREOF, Trustor has executed and delivered this Deed of Trust on the day first written above.

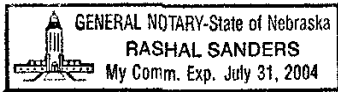
J & J ARBOR III, LLC, a Nebraska limited liability company

By: Jerry L. Pont  
Jerry L. Pont, Manager

By: James A. Coury  
James A. Coury, Manager

STATE OF Nebraska )  
 ) ss.  
COUNTY OF Douglas )

The foregoing Deed of Trust was acknowledged before me this 12 day of January, 2004 by Jerry L. Pont, Manager and James A. Coury, Manager, such Managers being all the managers of J & J Arbor III, LLC, a Nebraska limited liability company.



Rashal Sanders  
Notary Public

My Commission Expires: 7-31-04



**EXHIBIT A**

Legal Description of Real Property

The East 200 feet of Lots One (1) and Two (2), Block Eleven (11), Happy Hollow View, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

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