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*Sharon S. Bowring*

REGISTER OF DEEDS

DEED OF TRUST, ABSOLUTE ASSIGNMENT OF RENTS, SECURITY AGREEMENT  
AND FINANCING STATEMENT

THIS DEED OF TRUST, ABSOLUTE ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Deed of Trust") is made by CORNHUSKER 7, LLC, a Nebraska limited liability company ("Mortgagor"), to W. David White, whose address is 1 FirstComm Plaza, 4100 S. Hulen Street, Fort Worth, Texas 76109, as Trustee ("Trustee"), for the benefit of FIRST COMMAND BANK ("Mortgagee"). This Deed of Trust is to be construed as a Construction Security Agreement under Nebraska law.

For \$10 and other consideration, Mortgagor grants to Trustee the Mortgaged Property (defined below) in trust, to secure the payment of the Debt (defined below), and grants Mortgagee a security interest in the Collateral (defined below), to secure payment of the Debt. As additional consideration, Mortgagor presently and absolutely assigns to Mortgagee the Rents (defined below), subject to a license back to Mortgagor, as described in Section 7. The conveyance of the Mortgaged Property is subject to the Permitted Encumbrances (defined below). Mortgagor agrees as follows:

1. Definitions.

(a) "Mortgaged Property" means:

(1) The tract or parcel of land in Sarpy County, Nebraska described in Exhibit A (the "Land"), and including (i) all of Mortgagor's interest in the bed of any stream, creek, or waterway or any street, road, right-of-way or easement, open or proposed, on or adjacent to the Land; (ii) all of Mortgagor's interest in any strips and gores between the Land and any abutting properties; and (iii) all rights of ingress and egress, and all other present or future easements and rights appurtenant to, serving or benefiting the Land;

(2) All improvements of every type now or later located on the Land (the "Improvements");

(3) All equipment and all materials and other goods of every type now or later situated upon the Land and (i) intended to be incorporated into the Improvements or (ii) that are or become fixtures related to the Land or the Improvements;

(4) All other goods of every type, including inventory, equipment, farm equipment and farm products now owned or later acquired by Mortgagor and now or later situated on the Land or in the Improvements and that facilitate the use or occupancy of the Improvements, excluding equipment and inventory used principally in Mortgagor's business operation; and

(5) All plans and specifications for the Improvements, all of Mortgagor's rights under all existing and future leases (whether written or oral) of any of the Mortgaged Property (the "Leases"), construction, maintenance and other contracts relating to the Land or the Improvements, all tenant deposits under any Leases, all licenses, permits, certificates, accounts, instruments, documents and general intangibles (including trade names and symbols used in connection with the Land or the Improvements), wastewater, fresh water and other utility capacity and facilities available to or allocated to the Land or the Improvements, and all other present or future rights and privileges relating to the Land or the Improvements.

(b) "Collateral" means all property described in paragraphs (3), (4) and (5) of the definition of Mortgaged Property, to the extent it is personal property under applicable law, and all proceeds of other Collateral.

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(c) "Rents" means all rent and other income from the Mortgaged Property, including all rent and other income under all existing or future Leases.

(d) "Debt" means (1) Mortgagor's obligations under the promissory note of even date herewith, executed by Mortgagor ("Borrower"), maturing ninety-three (93) months from the date hereof, payable to the order of Mortgagee in the face principal amount of \$1,332,000.00 (the "Note"); (2) all amounts for which Mortgagor may become obligated to Mortgagee pursuant to this Deed of Trust; (3) all obligations of Mortgagor under any other documents from time to time evidencing, securing or relating to the debt evidenced by the Note (collectively, the "Loan Documents"); and (4) all other debt of any kind or character now or later owing by Mortgagor to Mortgagee whether such other debt is evidenced by note, open account, overdraft, endorsement, surety agreement or otherwise. Debt includes all extensions, renewals and modifications of the Note, whether or not evidenced by a new promissory note or other instrument.

(e) "Permitted Encumbrances" means the easements and encumbrances to title described on Schedule B on the Loan Policy of Title Insurance that insures the priority of this Deed of Trust on the Mortgaged Property, to the extent each is valid, subsisting and affects title to the Mortgaged Property.

(f) All terms defined in the Uniform Commercial Code as enacted in the State of Nebraska (the "UCC") have the same meanings in this Deed of Trust as in the UCC.

## 2. Mortgagor's Representations and Agreements.

(a) Taxes and Other Impositions. Mortgagor will pay all taxes, assessments, standby fees, homeowners' or condominium association assessments and other impositions (collectively, "Impositions") levied or assessed against any of the Mortgaged Property by any governmental authority or any other person, before the Impositions become delinquent, and Mortgagor will provide receipts of all Impositions payments to Mortgagee promptly upon request. Mortgagor may contest in good faith by appropriate proceedings any Impositions, and pending such contest is not required to pay the Impositions unless failure to do so could result in foreclosure of all or part of the Mortgaged Property.

(b) Insurance. Mortgagor will keep the Mortgaged Property insured against loss by fire, storm, gas explosion (if gas is used on the Mortgaged Property) and all other hazards contemplated by a standard all-risk extended coverage endorsement for an amount at least equal to the full insurable value of the Improvements, and also insured against any other risks, including flood and mudslide, and in such amounts as Mortgagee requires from time to time. Mortgagor will maintain liability insurance and worker's compensation insurance against claims for bodily injury, death or property damage on or around the Mortgaged Property with terms acceptable to Mortgagee. All required insurance policies must (i) be issued by companies reasonably acceptable to Mortgagee, (ii) be indorsed to be payable to Mortgagee as mortgagee insured and loss payee, and (iii) expressly prohibit cancellation or modification without 10 days written notice to Mortgagee. Mortgagor will promptly deliver to Mortgagee the original policies or photocopies of the original policies (including all renewals) evidencing all required insurance.

(c) Deposits. Mortgagor will, if requested to do so by Mortgagee, deposit with Mortgagee each month an amount equal to (i) 1/12 of the annual premiums for all insurance required under this Deed of Trust, and (ii) 1/12 of the annual Impositions to become due in connection with the Mortgaged Property, as estimated by Mortgagee. At least 15 days before any Impositions would become delinquent or any insurance premium is due, Mortgagor will deliver to Mortgagee a statement showing the amount of Impositions or premium due and the party or governmental authority to which the amount is payable. If funds on deposit with Mortgagee are insufficient to make all payments due, Mortgagor will deposit with Mortgagee the amount of any deficiency. Mortgagee will hold deposited funds on behalf of Mortgagor for payment of Impositions and insurance, but if an "Event of Default" occurs, Mortgagee may apply deposited funds to payment of the Debt.

(d) Maintenance of Property. Mortgagor will maintain the Mortgaged Property in good condition. If the Mortgaged Property is damaged by any cause, Mortgagor will promptly restore the Mortgaged Property to substantially its condition prior to such damage. Mortgagor will not allow any part of the Mortgaged Property to be torn down, removed or materially altered without Mortgagee's prior written consent.

(e) Title to Property. Mortgagor will warrant and defend Trustee's title to and Mortgagee's security interest in the Mortgaged Property against any person who claims any of it. No person owns any lien or other interest in the Mortgaged Property except the lien and security interest created by this Deed of Trust, other liens and security interests for the benefit of

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Mortgagee, Permitted Encumbrances and the statutory lien for taxes not yet due. No person other than Mortgagee owns any interest in the Rents. No lien document or financing statement affecting any Mortgaged Property or the Rents, other than lien documents and financing statements in favor of Mortgagee and Permitted Encumbrances, is on file in any public office. If any person claims any interest or encumbrance, except for Permitted Encumbrances, Mortgagor will promptly remove any such adverse claim, lien or encumbrance from the Mortgaged Property or the Rents. Mortgagor will give Mortgagee prompt notice of an assertion by any person of any interest or encumbrance affecting, or any legal proceeding affecting, any part of the Mortgaged Property or the Rents. Mortgagor will take any action Mortgagee requires to protect, assure or enforce the lien and security interest of this Deed of Trust and the assignment of the Rents. This paragraph will survive termination or foreclosure of this Deed of Trust.

(f) Indemnity. Mortgagor will indemnify Mortgagee against all claims, losses and liabilities relating to this Deed of Trust and its enforcement or any other Loan Document, **INCLUDING CLAIMS, LOSSES AND LIABILITIES ARISING FROM THE NEGLIGENCE OF MORTGAGEE**, but not claims, losses or liabilities resulting from the gross negligence or willful misconduct of Mortgagee. This paragraph will survive termination or foreclosure of this Deed of Trust.

3. Collection and Application of Insurance and Condemnation Proceeds. Mortgagor assigns to Mortgagee all amounts received by Mortgagor or Mortgagee as proceeds of insurance and proceeds of condemnation proceedings as additional security for the Debt. Mortgagor will promptly give Mortgagee notice of any material damage to or condemnation proceeding affecting the Mortgaged Property. Mortgagee may file or prosecute (or both) any insurance or condemnation claim. Mortgagee may collect and give receipts for any money payable under any insurance policy by reason of loss of or damage to the Improvements. Mortgagee may settle or compromise, on any terms and for any amount it selects, the liability of any insurance company or companies on any policy, and execute and deliver releases and discharges of liability binding Mortgagor and Mortgagee. Mortgagee may collect and give receipts for any money payable to Mortgagor because of condemnation proceedings affecting any Mortgaged Property. Mortgagor RELEASES Mortgagee from any liability in connection with any settlement or compromise of any insurance or condemnation claim. Mortgagee may apply all insurance or condemnation proceeds, first to Mortgagee's expenses in connection with the insurance or condemnation claim, and second, at Mortgagee's discretion, either (i) to the Debt in any order Mortgagee selects, or (ii) to the repair or improvement of the Mortgaged Property in any manner Mortgagee selects, applying the remaining money to the Debt in any order Mortgagee selects.

4. Environmental Matters.

(a) Definitions. (i) "Environmental Requirement" means any statute, common law rule, rule, regulation, order, authorization (including any permit) or policy of any governmental authority relating to the environment, pollution, natural resources, health or safety, including the federal Clean Air Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Water Pollution Control Act, Resource Conservation and Recovery Act of 1976 ("RCRA"), and Occupational Safety and Health Act, as each of such statutes and codes has been amended to date and may be amended from time to time. (ii) "Hazardous Material" means any material, waste or substance that is regulated, considered or identified as hazardous or toxic or as a pollutant or contaminant under any Environmental Requirement, including any "hazardous substance" under CERCLA, "solid waste" or "hazardous waste" under RCRA, petroleum, petroleum product, asbestos, polychlorinated biphenyls and radioactive materials. (iii) "Environmental Claim" means any governmental or private claim or action pursuant to any Environmental Requirement instituted or threatened against Mortgagor or relating to the Mortgaged Property, including any investigative, enforcement, cleanup, removal, containment or remedial action.

(b) Representation and Agreement. Mortgagor has conducted all customary or appropriate due diligence review of the Mortgaged Property relating to Environmental Requirements and Hazardous Materials. Mortgagor will comply with all Environmental Requirements. Mortgagor will keep the Mortgaged Property free of all Hazardous Materials and will not permit any Hazardous Materials to be placed (in a storage tank or otherwise), installed, disposed of or released on the Mortgaged Property. If Mortgagor ever becomes aware that any Hazardous Material is located on, in, above or under the Mortgaged Property, Mortgagor will at Mortgagor's cost promptly remove all such Hazardous Materials in accordance with Environmental Requirements. Mortgagor will promptly notify Mortgagee if it becomes aware of any violation of the provisions of this paragraph or if any person or governmental entity notifies Mortgagor of any Environmental Claim.

(c) Indemnity. Mortgagor will indemnify Mortgagee and hold Mortgagee harmless against all liability, loss, cost or expense of any kind directly or indirectly relating to any Environmental Claim relating to the Mortgaged Property, any Environmental Requirement affecting the Mortgaged Property, and the presence of Hazardous Materials on the

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Mortgaged Property (whether or not the placement of the Hazardous Materials on the Mortgaged Property was within the control of Mortgagor or any affiliate). This paragraph will survive termination or foreclosure of this Deed of Trust.

5. Advances and Attorneys' Fees. Mortgagor will pay, or reimburse Mortgagee for, all costs and expenses of every character incurred from time to time in connection with this Deed of Trust and the Debt, including costs and expenses incurred (a) for mortgage or recording taxes, (b) to satisfy any obligation of Mortgagor under this Deed of Trust or to protect the Mortgaged Property, (c) in connection with the evaluation, monitoring or administration of the Debt or the Mortgaged Property (whether or not an Event of Default has occurred), and (d) in connection with the exercise of Mortgagee's rights and remedies. Costs and expenses include reasonable fees and expenses of outside counsel and other outside professionals and charges imposed for the services of attorneys and other professionals employed by Mortgagee or its affiliates. Any amount owing under this Section will be due and payable on demand and will bear interest from the date of expenditure by Mortgagee until paid at the rate provided in the Note for past due principal.

6. Events of Default; Acceleration; Appointment of Receiver. Each of the following events is called an "Event of Default":

(a) Any "Event of Default," as defined in the Note or the Loan Agreement dated even date herewith between Mortgagor and Mortgagee (the "Credit Agreement"), occurs.

(b) Any representation or warranty in this Deed of Trust was untrue or misleading in any material respect when made, or Mortgagor violates any of its agreements in this Deed of Trust.

(c) Mortgagee reasonably believes that there is a defect in Mortgagor's title to any of the Mortgaged Property, or any person (including Mortgagor) alleges that (i) a lien or encumbrance exists on any Mortgaged Property equal or superior to the lien of this Deed of Trust, other than Permitted Encumbrances, or (ii) the lien of this Deed of Trust is subject to a homestead claim or other claim, and in any such case Mortgagor fails, within 15 days after written demand by Mortgagee, to correct such title defect or to remove said lien, encumbrance, homestead claim or other claim, or a writ of execution is levied against the interest of Mortgagor in the Mortgaged Property.

(d) Mortgagor sells, transfers, pledges, encumbers or otherwise disposes of all or any part of or interest in the Land or the Improvements (including the granting of any easement), or if the title to all or any of the Mortgaged Property (other than items of personalty that have become obsolete or worn beyond practical use and that have been replaced by adequate substitutes owned by Mortgagor and having a value equal to or greater than the replaced items when new) becomes vested in any party other than Mortgagor, whether by operation of law or otherwise. Mortgagee may consent to any action under this paragraph in its discretion, and if it consents it may impose any requirements for consent that it wishes.

If any Event of Default occurs, Mortgagee may, without demand, presentment or notice of any kind (including notice of default, notice of intent to accelerate the maturity of the Debt, or notice of actual acceleration), all of which Mortgagor waives, declare all of the Debt immediately due and payable, and may request that Trustee exercise any of Trustee's remedies under this Deed of Trust. In addition, if an Event of Default occurs, Trustee will be entitled as a matter of right to the appointment of a receiver or receivers of the Mortgaged Property, and of all its rent and other income. Notwithstanding the appointment of any receiver, Trustee will be entitled to the possession and control of any cash or other instruments that this Deed of Trust requires Mortgagor to deliver or pay to Trustee. If an Event of Default occurs, Mortgagee may demand that Mortgagor surrender possession of the Mortgaged Property to Mortgagee. If Mortgagee takes possession of the Mortgaged Property, Mortgagee will not be liable to Mortgagor for any rental of the Mortgaged property, nor for any failure to rent or inadequacy of rental of the Mortgaged Property, nor for any damage to or waste of the Mortgaged Property, **WHETHER OR NOT DUE TO MORTGAGEE'S NEGLIGENCE**, except as a result of the gross negligence or willful misconduct of Mortgagee.

7. Terms of Assignment of Rents; Collection and Application of Rents. The transfer and assignment of the Rents provided for in this Deed of Trust is irrevocable. Mortgagee grants to Mortgagor a limited license (the "License") to possess and use the Leases and the Rents. If an Event of Default occurs, the License will automatically terminate. Thereafter, Mortgagee will have the absolute and continuing right (but not the obligation) to collect, demand, sue for, recover, receive and give receipts for any Rent. Mortgagee has no responsibility to exercise diligence in collecting Rents. After deducting the expenses of collection, Mortgagee will apply the net proceeds of collection as a credit upon any portion of the Debt selected by Mortgagee, whether or not that portion of the Debt is due and payable. Mortgagor authorizes and directs any lessee of the Mortgaged Property to deliver any such payment to Mortgagee, and any lessee's obligation to

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Mortgagor will be absolutely discharged to the extent of its payment to Mortgagee. If Mortgagor receives any Rents after the termination of Mortgagor's license, Mortgagor will hold the Rents in trust for Mortgagee and immediately pay them to Mortgagee. Mortgagor will keep Rents segregated from all other funds. Mortgagee is not required to give any credit against the Debt for the assignment of rents until rents are actually paid to Mortgagee. Mortgagor's obligations to Mortgagee will be discharged only to the extent that net Rents are received by Mortgagee and not disbursed to Mortgagor or paid by Mortgagee for expenses relating to the Land and Improvements. The assignment of rents will not cause Mortgagee to be a mortgagee-in-possession. If the License is terminated, Mortgagee's possession of the Rents will not act as a waiver of any default by Mortgagor or as an affirmation of any Lease by Mortgagee if Mortgagee later becomes the purchaser of the Mortgaged Property at any foreclosure sale. Mortgagee may at its option subordinate the lien of this Deed of Trust to any Lease. The assignment of rents will terminate upon termination of this Deed of Trust. If the Mortgaged Property is sold pursuant to the terms of this Deed of Trust, the assignment of rents will terminate and the purchaser of the Mortgaged Property will have the right to all Rents free of the assignment.

8. Trustee's Sale. Should Mortgagee elect to foreclose by exercise of the power of sale herein contained, Mortgagee shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Mortgagee, Trustee shall cause to be recorded, published and delivered to Mortgagor such notice of default as then required by law and by this Deed of Trust. Trustee shall, without demand on Mortgagor, after such time as may then be required by law and after recordation of such notice of default and after notice of sale having been given as required by law, sell the Mortgaged Property at the time and place of sale fixed by it in such notice of sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. The affidavit of any person having knowledge of the facts to the effect that required notices were posted, filed or mailed will be *prima facie* evidence of the facts recited in the affidavit. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Mortgagor, Trustee or Mortgagee, may purchase at such sale. The Trustee's deed at any such sale will be with general warranty, and Mortgagor will warrant and forever defend the title of the purchaser or purchasers. Any deed so executed by Trustee will *prima facie* proof of all factual matters stated in it. The purchaser or purchasers named in any such deed, and all persons subsequently dealing with the property purported to be thereby conveyed, will be fully protected in relying upon the truthfulness of factual matters stated in the deed. After any Trustee's sale, Mortgagor will surrender immediate possession and control of the property purchased to the purchaser. If Mortgagor fails to surrender possession, Mortgagor will be a tenant at will.

(e) Mortgagee may at any time before the sale direct Trustee, in the manner provided by law, to abandon the sale, and may at any time thereafter direct Trustee to again commence foreclosure. Whether or not foreclosure is commenced by Trustee, Mortgagee may at any time after an Event of Default occurs institute suit for collection of all or any part of the Debt or foreclosure of the lien of this Deed of Trust or both. If Mortgagee institutes suit for collection of the Debt and foreclosure of the lien of this Deed of Trust, Mortgagee may at any time before the entry of final judgment dismiss the same, and require Trustee to sell the Mortgaged Property in accordance with the provisions of this Deed of Trust. No single sale or series of sales under this Deed of Trust or by judicial foreclosure will extinguish the lien or exhaust the power of sale under this Deed of Trust except with respect to the items of property sold.

(f) Trustee will apply the proceeds of sale, first to the payment of all expenses of the sale, second to the payment of the Debt in any order Mortgagee chooses and third the balance, if any, to any person who is entitled to it. This paragraph does not give any right, remedy or claim to any holder of any obligation or lien, other than Mortgagee.

9. Alternative Procedures under UCC. In addition to all other rights and remedies granted in this Deed of Trust, Mortgagee has the rights of a secured party under the UCC as to any of the Collateral. After an Event of Default occurs, Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee at a reasonably convenient place Mortgagee designates. Mortgagor authorizes each obligor on any Collateral to make payment and performance to Mortgagee upon Mortgagee's demand, and payment or performance to Mortgagee will discharge the obligor's duty as if it had been rendered to Mortgagor, even if Mortgagor notifies the obligor that payment or performance should not be made to Mortgagee. Mortgagor irrevocably appoints Mortgagee as its attorney-in-fact to do all things Mortgagor is required to do under this Deed of Trust. This appointment is coupled with an interest. Except for the safe custody of any Collateral in its possession and accounting for money actually received by it, Mortgagee has no duty as to any

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Collateral, including the duty to preserve rights against prior parties. Written notice to Mortgagor mailed 10 days prior to public or private sale is reasonable notice.

10. Change of Trustee. Trustee may be removed at any time with or without cause, at the option of Mortgagee, by written declaration of removal executed by Mortgagee, without any notice to or demand upon Trustee, Mortgagor or any other person. If at any time Trustee is removed, dies or refuses, fails or is unable to act as Trustee, Mortgagee may appoint any person as successor Trustee hereunder, without any formality other than a written declaration of appointment executed by Mortgagee. Immediately upon appointment, the successor Trustee so appointed automatically will be vested with all the estate and title in the Mortgaged Property, and with all of the rights, powers, privileges, authority, options and discretions, and charged with all of the duties and liabilities, vested in or imposed upon Trustee by this instrument, and any conveyance executed by any successor Trustee will have the same effect and validity as if executed by the Trustee named in this Deed of Trust.

11. All Security Cumulative; Subrogation; Waiver of Marshalling. The execution of this instrument does not impair any other security for the payment of any Debt. Mortgagee may take additional security for any Debt in the future without altering or impairing the lien of this Deed of Trust. Mortgagee may release any Mortgaged Property or any other security for the Debt without altering or impairing the lien of this Deed of Trust as to the Mortgaged Property not released. All present and future security will be cumulative. Mortgagee is subrogated to all rights, liens or interests in any of the Mortgaged Property securing the payment of any obligation satisfied or paid off out of the proceeds of the loans evidenced by the Note. Mortgagor waives any right of marshalling of assets or sale in inverse order of alienation, and all present or future appraisal rights and equity of redemption rights.

12. Limitations on Amount of Interest. Mortgagor and Mortgagee intend to conform strictly to applicable usury laws. Therefore, the total amount of interest (as defined under applicable law) contracted for, charged or collected under the Debt or this Deed of Trust will never exceed the highest amount permitted by applicable law. If Mortgagee contracts for, charges or receives any excess interest, it will be deemed a mistake. Any unlawful contract or charge will be automatically reformed to conform to applicable law, and if Mortgagee has received excess interest, Mortgagee will either refund the excess to Mortgagor or credit the excess on the unpaid amounts owing under the Debt or this Deed of Trust. All amounts constituting interest will be spread throughout the full term of the Debt in determining whether interest exceeds lawful amounts.

13. Financing Statement; Mortgagor's Covenant. This Deed of Trust is to be filed in the real property records as a fixture filing, and may be filed as a financing statement in any other place which is necessary or desirable to perfect the security interests granted in this Deed of Trust. A carbon, photographic or other reproduction of this Deed of Trust or a financing statement relating to this Deed of Trust is sufficient as a financing statement. The secured party is Mortgagee and the address of the secured party is set forth in Section 14. The debtor is Mortgagor and the mailing address of the debtor is set forth in Section 14. Mortgagor will promptly notify Mortgagee of any change in Mortgagor's location, name, identity or organizational structure.

14. Construction Mortgage. This Deed of Trust is a "construction mortgage" under Section 9.334(h) of the UCC to the extent that it secures obligations incurred for the construction of the Improvements, including the cost of the Land.

15. Notices. Except as otherwise provided, any notice, request or demand under this Deed of Trust must be in writing and will be sufficient if either delivered personally or deposited in the United States mail in a postpaid envelope addressed to the mailing address set forth below. A party may designate a different address by notice given in compliance with this Section. Any notice to Mortgagee must be sent or delivered to the officer named below or to another officer designated for receipt of such notices by Mortgagee. The names and mailing addresses of Mortgagor and Mortgagee are as follows:

Mortgagor:

101 East Mission Avenue  
Bellevue, Nebraska 68005

Mortgagee:

First Command Bank  
1 FirstComm Plaza  
4100 S. Hulen Street  
Fort Worth, Texas 76109  
Attn.: President

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16. Additional Agreements. This Deed of Trust benefits the successors, assigns and legal representatives of Trustee and Mortgagee and binds any successors or transferees of Mortgagor (however, this provision does not permit Mortgagor to transfer the Mortgaged Property). Each reference to Mortgagor, Trustee or Mortgagee includes their respective successors, assigns and legal representatives. No modification or waiver of this Deed of Trust will be effective unless in writing and signed by Mortgagee. Mortgagee may waive any default without waiving any other prior or subsequent default. Mortgagee's failure to exercise or delay in exercising any rights under this Deed of Trust will not operate as a waiver of those rights. If any provision of this Deed of Trust is unenforceable or invalid, that provision will not affect the enforceability or validity of any other provision. If the application of any provision of this Deed of Trust to any person or circumstance is illegal or unenforceable, that application will not affect the legality or enforceability of the provision as to any other person or circumstance. If more than one person executes this Deed of Trust as Mortgagor, their obligations under this Deed of Trust are joint and several.

17. Rules of Construction. The section headings or captions in this instrument are for convenience and are not a part of this instrument for any purpose. Any action permitted to Mortgagee may be taken by any authorized officer, employee or agent of Mortgagee, or any attorney, accountant, environmental consultant or other advisor or professional retained by Mortgagee. Use of the term "including" does not imply any limitation on (but may expand) the antecedent reference. Unless the context clearly requires otherwise, the term "may" does not imply any obligation to act. Any reference to exhibits or schedules means the exhibits or schedules to this Deed of Trust, which are fully incorporated by reference into this Deed of Trust. Any reference to a particular document includes all modifications, supplements, replacements, renewals or extensions of that document, but this rule of construction does not authorize amendment of any document without Mortgagee's consent.

18. No Oral Agreements. **THIS WRITTEN AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

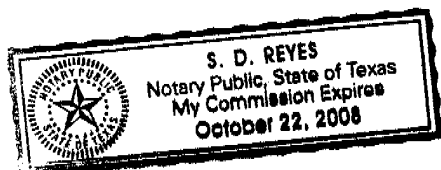
Mortgagor has executed this instrument to be effective as of February 29, 2008.

CORNHUSKER 7, LLC

By: James A. Dentinger  
Name: James A. Dentinger  
Title: Managing Member

STATE OF TEXAS §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 27 day of February, 2008 by JAMES DENTINGER, Managing Member of Cornhusker 7, LLC, a Nebraska limited liability company, on its behalf.



S. D. Reyes  
Notary Public, State of TEXAS  
Printed Name: SD REYES  
My commission expires: 10-22-2008

After Filing, Please Return To:  
First Command Bank  
1 FirstComm Plaza  
Fort Worth, Texas 76109  
Attn: President

2008-06/776

**EXHIBIT A**

**DESCRIPTION OF LAND**

The Easterly 200.00 feet of Lot 79 in COTTON-WOOD, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, more particularly described as follows: Beginning at the NE corner of said Lot 79; thence South  $00^{\circ}26'40''$  East (assumed bearing), 462.39 feet on the East line of said Lot 79 to the Southeast corner of said Lot 79; thence South  $89^{\circ}33'20''$  West, 40.00 feet on the south line of said Lot 79 to a point of curve; thence Northwesterly on the Southerly line of said Lot 79 on a 622.27 foot radius curve to the right, chord bearing North  $82^{\circ}59'41''$  West, a chord distance of 161.36 feet, for an arc distance of 161.82 feet; thence North  $00^{\circ}26'40''$  West, 443.02 feet on a line 200.00 feet West of and parallel to the East line of said Lot 79 to the North line of said Lot 79; thence East 200.01 feet on the North line of said Lot 79 to the point of beginning.

The foregoing property is also known as Lot 79A in COTTON-WOOD, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.