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DEED OF TRUST, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS_____, and
_____, (Instrument")_____
COUNTY,

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS made this 14th day of February, 1989, among WEAR CONSTRUCTION COMPANY, a corporation organized and existing under the laws of the State of Nebraska, whose mailing address is 7602 Pacific Street, Omaha, Nebraska 68114, Trustor, and FIRST NATIONAL BANK OF OMAHA, a national banking association, whose mailing address is One First National Center, Omaha, Nebraska 68102, as Trustee and Beneficiary:

W I T N E S S E T H :

That Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, the real estate described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Real Estate"), together with all interest which Trustor now has or may hereafter acquire in and to said Real Estate and in and to:

(a) all easements and rights of way appurtenant thereto and all of the estate, right, title, interest, claim and demand whatsoever of Trustor in the Real Estate, either at law or in equity, now or hereafter acquired;

(b) all structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "Improvements");

(c) all machinery, appliances, apparatus, equipment and fixtures now or hereafter located in, upon or under the Real Estate or the Improvements, or any part thereof, and used or usable in connection with any present or future operation thereof, and all additions thereto and replacements therefore;

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

(e) all of the rents, royalties, issues and profits of the Real Estate and the Improvements, or arising from the use or enjoyment of all or any portion thereof or from any lease, license, concession, occupancy agreement or other agreement pertaining thereto (the "Rents and Profits"), and all right, title and interest of Trustor in and to all leases, licenses and occupancy agreements of the Real Estate or of the Improvements now or hereafter entered into and all right, title and interest of Trustor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by tenants, lessees or licensees, as applicable, of their obligations thereunder;

(f) all building materials and supplies now or hereafter placed on the Real Estate or in the Improvements;

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

(h) all other or greater rights and interests of every nature in the Real Estate and the Improvements and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Trustor.

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

FOR THE PURPOSE OF SECURING:

A. Payment of the principal sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) evidenced by that certain promissory note dated of even date herewith (hereinafter referred to as the "Promissory Note") issued by Trustor in said amount and payable to the order of Beneficiary, together with interest thereon, late charges and prepayment bonuses according to the terms of the Promissory Note and all renewals, extensions and modifications thereof.

B. Performance, discharge of and compliance with every obligation, covenant and agreement of Trustor incorporated by reference or contained herein or in any other security agreement or deed of trust at any time given to secure any indebtedness hereby secured, or any part thereof.

C. Payment of all fees and charges of Beneficiary.

D. Payment of future advances necessary to protect the Property.

E. Payment of future advances to be made at the option of Beneficiary, not to exceed twice the amount of the Promissory Note described in A. above.

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

1. Payment of Note: Trustor will duly and punctually pay:

(a) the principal of, interest on and late charges, prepayment premium, charges in lieu of prepayment premium, if any, now or hereafter due or owing on the Promissory Note in accordance with the terms thereof; and

(b) when and as due and payable, from time to time, as provided in this Deed of Trust, all other sums payable hereunder or secured hereby, together with, to the extent permitted by applicable law, interest at the default rate set forth in the Promissory Note on any such sums as shall not be paid when due and payable from the date when due and payable (whether during a grace period, if any, or otherwise) until payment thereof.

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

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

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4. Construction of Improvements: To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on the Property or contemplated by the loan secured hereby, to pay when due all costs and liabilities incurred therefor, and not to permit any construction lien against the Property. Trustor also agrees, anything in this Deed of Trust to the contrary notwithstanding:

(a) to promptly commence work and to complete the proposed Improvements promptly;

(b) to complete same in accordance with plans and specifications as approved by Beneficiary;

(c) to comply with all of the terms of any construction loan agreement between Trustor and Beneficiary;

(d) to allow Beneficiary to inspect the Property at all times during construction; and

(e) to replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) days after written notice from Beneficiary of such fact, which notice may be given to Trustor by registered or certified mail, sent to his last known address, or by personal service of the same.

5. Fire and Casualty Insurance: To keep the Property insured against loss or damage by fire and other risk or risks which, in the opinion of Beneficiary should be insured against, under policies of insurance with loss payable to Beneficiary in form, amount and companies acceptable to Beneficiary. Said policies shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of these obligations, which delivery shall constitute an assignment by Trustor to Beneficiary to all rights thereunder, including all return premiums; to deliver to Beneficiary a policy or policies renewing or extending any expiring insurance with a receipt showing premiums paid at least thirty (30) days before expiration. If Trustor fails to so deliver any renewal policies, Beneficiary may procure such insurance as it may elect and may make payment of premiums thereon, which payment is repayable on demand. Neither Trustee nor Beneficiary shall be responsible for obtaining or maintaining such insurance. Beneficiary, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy theretofore delivered to Beneficiary pursuant hereto, and any information concerning the loan secured hereby. In no event and whether or not default hereunder has occurred shall Beneficiary, by the fact of approving, accepting or obtaining such insurance, incur any liability for the amount of such insurance, the form or legal sufficiency of insurance contracts, solvency of insurers, or payment of losses by insurers, and Trustor hereby expressly assumes full responsibility therefor and liability, if any, thereunder. In the event of loss, Trustor shall give immediate written notice to Beneficiary, and Beneficiary may, but is not obligated to, make proof of loss if not made promptly by Trustor. In case of any loss the amount collected under any policy of insurance on the Property may, at the option of the Beneficiary, be applied by Beneficiary upon any indebtedness and/or obligation secured hereby and in such order and amount as Beneficiary may determine; or said amount or any portion thereof may, at the option of the Beneficiary, either be used in replacing or restoring the Improvements partially or totally destroyed to a condition satisfactory to said Beneficiary, or said amount, or any portion thereof, may be released to the Trustor. In any such event neither the Trustee nor the Beneficiary shall be obligated to see the proper application thereof; nor shall the amount so released or used be deemed a payment on any indebtedness secured hereby. Such application, use, and/or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Any unexpired insurance and all

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returnable insurance premiums shall inure to the benefit of, and pass to, the purchaser of the property covered thereby at any Trustee's sale held hereunder. If said property is sold pursuant to the power of sale contained herein or pursuant to any decree of foreclosure, all right, title and interest of Trustor in and to the proceeds of fire and other insurance policies for damage prior to the sale, which proceeds are not received prior to the date of said sale, shall belong to Beneficiary.

6. Taxes and Other Sums Due: To pay, satisfy and discharge, at least ten (10) days before delinquency, all general and special taxes and assessments affecting the Property, and in no event later than the date such amounts become due:

(a) all encumbrances, charges and liens, with interest, on the Property, or any part thereof, which are, or appear to Beneficiary to be prior to or superior hereto;

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

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

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

(e) if the Property includes a leasehold estate, all payments and obligations required of the Trustor, or his successor in interest, under the terms of the instrument or instruments creating such leasehold, Trustor hereby agreeing not to amend, change, or modify his leasehold interest or the terms on which he has such leasehold interest, or to agree to do so, without the written consent of Beneficiary being first obtained; and

(f) all payments and monetary obligations required of the owner of the Property under any declaration of covenants, conditions and restrictions pertaining to the Property or any modification thereof.

Should Trustor fail to make any such payment, Beneficiary, without contesting the validity or amount, may elect to make or advance such payment, together with any costs, expenses, fees or charges relating thereto, including employing counsel and paying his reasonable fees. Trustor agrees to notify Beneficiary immediately upon receipt by Trustor of notice of any increase in the assessed value of the Property and agrees that Beneficiary, in the name of Trustor, may contest by appropriate proceedings such increase in assessment.

In the event of the passage of any law deducting from the value of real property for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of deeds of trust or debts secured by deeds of trust for state or local purposes, or the manner of the collection of any such taxes, so as to affect this Deed of Trust, the holder of this Deed of Trust and of the obligations which it secures shall have the right to declare all sums secured hereby due as of a date to be specified by not less than thirty (30) days' written notice to be given to Trustor by Beneficiary; provided, however, that such election shall be ineffective if Trustor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when hereafter levied or assessed against the Property.

7. Sums Advanced to Bear Interest: To pay immediately upon demand any sums advanced or paid by Beneficiary or Trustee

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under any clause or provision of this Deed of Trust. Any such sums, until so repaid, shall be secured hereby and bear interest from the date advanced or paid at the default rate provided for in the Promissory Note and shall be secured by this Deed of Trust.

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

9. (a) Failure of Trustor to Comply with Deed of Trust. Should Trustor fail to make any payment, or to do any act as provided in this Deed of Trust, or fail to perform any obligation secured by this Deed of Trust, or do any act Trustor agreed not to do, Trustor shall be in default under this Deed of Trust. Beneficiary, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof and without contesting the validity or amount of the same, may:

(i) make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof, Beneficiary being authorized to enter upon the Property for such purposes;

(ii) pay, purchase, contest or compromise any encumbrance, charge or lien, which in its judgment is or appears to be prior or superior hereto; and

(iii) in exercising any such power, pay necessary expenses, employ counsel and pay his reasonable fees.

Trustor agrees to repay any amount so expended on demand of Beneficiary.

(b) Additional Representations of Trustor. That in addition to the foregoing covenants of the Trustor, Trustor additional covenants and warrants to Beneficiary that:

(i) the making, execution and performance by Trustor and Frank J. Wear, Marjorie H. Wear, Robert E. Wear and Frances R. Wear (collectively the "Guarantors"), of the obligations set forth in the Promissory Note secured hereby, in this Deed of Trust and in the Assignment of Leases, Rents and Other Income (collectively the "Loan Documents"), and the transactions contemplated thereby, have been duly authorized by all necessary corporate action of Trustor, and do not, and will not violate any provision of law or any provision of the articles of incorporation or bylaws of the Trustor, or result in the breach of, or be a default under, any indenture or other instrument to which Trustor or any of the Guarantors may be bound or affected; and the Loan Documents are valid and binding agreements, enforceable in accordance with their terms;

(ii) there is no action, proceeding or investigation pending, or to the knowledge of Trustor threatened, or any basis therefore, which might materially adversely affect the condition, business or prospects of Trustor or any of the Guarantors, or any of their respective properties or assets, or which might materially adversely affect the ability of Trustor, or any of the Guarantors, to perform their respective obligations contemplated thereby;

(iii) Trustor will not assign or otherwise transfer or encumber any of its rights under the Promissory Note

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or the Loan Documents, whether voluntarily, involuntarily or by operation of law;

(iv) neither of the financial statements of Trustor or the Guarantors, nor any written statement furnished by Trustor, or on behalf of Trustor or any Guarantor in connection with the loan secured hereby, contains any untrue statement of a material fact or omits a material fact necessary to make the statements contained therein not misleading;

(v) there is no fact which Trustor has not disclosed to Beneficiary in writing which materially affects adversely, nor, so far as Trustor can foresee, will materially affect adversely the trust property or the business, prospects, profits or condition (financial or otherwise) of Trustor or any of the Guarantors or their respective abilities to perform their respective obligations under the transactions contemplated by the Loan Documents;

(vi) the loan secured hereby is a business loan, transacted solely for the purpose of carrying on, or acquiring, Trustor's business;

(vii) the execution and delivery of the Loan Documents, the borrowing and making of the loan secured hereby and the execution of the closing documents are not governed by, or if so governed, do not violate, the provisions of the Federal Equal Credit Opportunity Act, as amended (P.L. 90-321), the Real Estate Settlement Procedures Act, as amended (P.L. 90-321), or similar state laws;

(viii) the Improvements have been completed in accordance with the approved plans and specifications, all legal requirements and the requirements of all insurers of the trust property.

IT IS MUTUALLY AGREED THAT:

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

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

(a) for injury or damage to the Property; or

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(b) in connection with any condemnation for public use or injury to the Property or any part thereof; or

(c) in connection with the transaction financed by the loan secured hereby; or

(d) arising out of all causes of action, whether accruing before or after the date of this Deed of Trust, sounding in tort or contract, including causes of action for fraud or concealment of a material fact, together with the settlements, proceeds, awards and damages, direct and consequential, in connection therewith,

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

All amounts received by Beneficiary pursuant to this Deed of Trust under any fire or other insurance policy, in connection with any condemnation for public use of or injury to the Property, for injury or damage to the Property or in connection with the transaction financed by the loan secured hereby are to be applied, at the option of Beneficiary, upon any indebtedness secured hereby. No such application, use or release shall cure or waive any default, or notice of default, hereunder or invalidate any act done pursuant to such notice.

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

(a) reconvey any part of the Property;

(b) consent to the making of any map or plat thereof;

(c) join in granting any easement thereon; or

(d) join in any extension agreement or any agreement subordinating the lien or charge hereof.

13. Full Reconveyance: That, upon written request of Beneficiary stating that all sums secured hereby have been paid, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be designated as "the person or persons legally entitled thereto." Such request and reconveyance shall operate as a reassignment of the Rents and Profits hereinbefore assigned to Beneficiary.

14. Right to Collect and Receive Rents and Profits: Notwithstanding any other provisions hereof, Beneficiary hereby grants permission to Trustor to collect and retain the Rents and Profits of the Property as they become due and payable, but reserves the right to revoke such permission at any time, with or without cause, by notice in writing to Trustor, mailed to Trustor at his last known address. In any event, such permission to Trustor automatically shall be revoked upon default by Trustor in payment of indebtedness secured hereby or in the performance of any agreement hereunder. On any such default, Beneficiary may at any time without notice, either in person, by agent, or by

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receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness secured hereby, enter upon and take possession of the Property, or any part thereof, make, cancel, enforce or modify leases; obtain and eject tenants, set or modify rents; in its own name sue or otherwise collect the Rents and Profits thereof, including those past due and unpaid; and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby and in such order as Beneficiary may determine; and except for such application, Beneficiary shall not be liable to any person for the collection or noncollection of any Rents or Profits, for the failure to assert or enforce any of the foregoing rights, nor shall Beneficiary be charged with any of the duties and obligation of a mortgagee in possession. The entering upon and taking possession of the Property, the collection of such Rents or Profits, the doing of other acts herein authorized, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

15. Judicial Foreclosure or Trustee's Sale on Default: Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, or any agreement secured hereby, Beneficiary may declare all sums secured hereby immediately due and payable and, at the option of the Beneficiary, this Deed of Trust may be foreclosed in the manner provided by law for the foreclosure of mortgages on real property; or may be sold in the manner provided in the Nebraska Trust Deeds Act under the power of sale conferred upon the Trustee hereunder.

In the event that the Property is sold pursuant to the power of sale conferred upon the Trustee hereunder, the Trustee shall cause to be filed of record a written notice of default and election to sell the Property. After the lapse of such time as then may be required by law following recordation of such notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property, either as a whole or in separate parcels, and in such order as it or Beneficiary may determine at public auction to the highest bidder. Trustee may postpone the sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recital in such deed of any matters of fact or otherwise shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at such sale. Trustee may also sell at any such sale and as part thereof any shares of corporate stock securing the obligation secured hereby, and Trustor waives demand and notice of such sale. (Beneficiary at its option may also foreclose on such shares by independent pledge sale, and Trustor waives demand and notice of such sale.) The Trustee shall apply the proceeds of the Trustee's sale, first, to the costs and expenses of exercising the power of sale and of the sale, including the payment of Trustee's fees actually incurred, not to exceed five percent of the principal balance unpaid at the time of recording the notice of default, second, to the payment of the obligation secured by this trust deed, third, to the payment of junior trust deeds, mortgages or other liens, and the balance, if any, to the person or persons legally entitled thereto.

Upon any default under this Deed of Trust or any note secured hereby and following any acceleration of maturity of the indebtedness secured hereby, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby, made at any time prior to a foreclosure sale, whether under the power of sale contained herein or pursuant to judicial foreclosure proceedings, shall constitute an evasion of the payment terms of

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the indebtedness secured hereby and shall be deemed a voluntary prepayment of the indebtedness; and any such payment, to the extent permitted by law, must, therefore, include a premium required under the prepayment privilege, if any, contained in any note secured hereby; or, if at that time there shall be no privilege of prepayment, then such payment, to the extent permitted by law, will include a premium for such prepayment of five percent of the then principal balance.

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

17. Security Agreement: This Deed of Trust constitutes a security agreement between Trustor and Beneficiary with respect to all personal property in which Beneficiary is granted a security interest hereunder, and, cumulative of all other rights and remedies of Beneficiary hereunder, Beneficiary shall have all of the rights and remedies of a secured party under the Nebraska Uniform Commercial Code. Trustor hereby agrees to execute and deliver on demand and hereby irrevocably constitutes and appoints Beneficiary the attorney-in-fact of Trustor to execute and deliver and, if appropriate, to file with the appropriate filing officer or officers such security agreements, financing statements, continuation statements or other instruments as Beneficiary may request or require in order to impose, perfect or continue the perfection of the lien or security interest created hereby. Upon the occurrence of any default hereunder not cured within any applicable grace period, Beneficiary shall have the right to cause any of the Property which is personal property and subject to security interest of Beneficiary hereunder to be sold in one of public or private sales as permitted by applicable law, including at a sale held in conjunction with the sale of the Property by Trustee, as provided for in this Deed of Trust, and Beneficiary shall further have all rights and remedies, whether at law in equity or by statute, as are available to secured creditors under applicable law. Any such disposition may be conducted by an employee or agent of Beneficiary or Trustee. Expenses of retaking, holding, preparing for sale, selling or the like shall be born by Trustor and shall include Beneficiary's and Trustee's fees and legal expenses. Beneficiary shall have the right to enter upon the Real Estate and the Improvements or any other real property or any personal property which is the subject of the security interest granted herein as located to take possession of, assemble and collect such personal property or to render it unusable, or Trustor, upon demand of Beneficiary, shall assemble such personal property and make it available to Beneficiary at a place deemed reasonably convenient to Beneficiary. If notice is required by law, Beneficiary shall give Trustor at least five (5) days' prior written notice of the time and place of any public sale or other disposition of the

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Property or of the time of or after which any private sale or other intended disposition is to be made, and, if such notice is sent to Trustor, as the same is provided for the mailing of notices herein, it is hereby deemed that such notice shall be and is reasonable notice to Trustor. Any sale made pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a reasonably commercial manner if held contemporaneously with the sale under the power of sale granted in this Deed of Trust upon giving the same notice with respect to the sale of the personal property hereunder as is required with respect to the sale under the power of sale given the Trustee under this Deed of Trust.

18. Fixture Financing Statement: This Deed of Trust is intended to be a financing statement within the purview of the Nebraska Uniform Commercial Code with respect to those items of the Property as constitute fixtures on the Real Estate. The address of Trustor (Debtor) and Beneficiary (Secured Party) are set forth on the first page of this Deed of Trust. This Deed of Trust is to be filed for record with the Register of Deeds of Douglas County, Nebraska, where the Real Estate is located. Trustor is the record owner of the Real Estate.

19. Substitution of Trustee: That Beneficiary may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary and recorded in the office of the register of deeds of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, power and duties.

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

21. Waiver of Statute of Limitations: Time is of the essence in all Trustor's obligations hereunder; and to the extent permitted by law, Trustor waives all present or future statutes of limitations with respect to any debt, demand or obligation secured hereby in any action or proceeding for the purpose of enforcing this Trust or any right or remedies hereunder.

22. Inspection and Business Records: Beneficiary at any time during the continuation of this Trust may enter and inspect the Property at any reasonable time. Trustor agrees that in the event the Property is now or hereafter used for commercial or residential income purposes, when requested by Beneficiary, Trustor will promptly deliver to Beneficiary such certified financial statements and profit and loss statements of such types and at such intervals as may be required by Beneficiary, which will be in form and content prepared according to the usual and acceptable accounting principles and practices, which statements shall cover the financial operations relating to the Property. Trustor further agrees when requested by Beneficiary to promptly deliver in writing such further additional information as required by Beneficiary relating to any such financial statements.

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23. Hazardous Substances: Trustor covenants that:

(a) No "Hazardous Substances" (as hereinafter defined) have ever been, or will be, manufactured, treated, stored, released or disposed of on the Property or any part thereof. For purposes of this Deed of Trust, "Hazardous Substance" means and includes:

(i) any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, any so-called Superfund or Superlien law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or any time hereafter in effect; and

(ii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state or local governmental authority pursuant to any environmental, health and safety or similar law, code, ordinance, rule, regulation, order or decree and which may or could pose a hazard to the health and safety of occupants or users of the Property or any part thereof, any adjoining property or cause damage to the environment.

(b) None of the following are located in, on, under or constitute a part of the Property:

(i) asbestos in any form;

(ii) urea formaldehyde insulation;

(iii) transformers or other equipment which contain dielectric fluid containing polychlorinated biphenyls; or

(iv) leaded paint.

24. Acceleration Clause: Should Trustor be in default under this Deed of Trust, or should Trustor, or any successor in interest of Trustor, voluntarily or involuntarily (whether by operation of law or otherwise) sell, exchange, convey, transfer, contract to sell, lease with option to purchase, change the character or use of, or further encumber the Property, or any part thereof, or any interest therein; or if any of said parties shall be divested of title to the Property, or any part thereof, or any interest therein, either voluntarily, or involuntarily or if title to the Property be subjected to any lien or charge, voluntarily or involuntarily, contractual or statutory, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable; and this same right of acceleration shall be available to Beneficiary if any interest of either of the joint venture partners of the Trustor is assigned, transferred, or diminished, except by assignment or transfer to the other joint venture partner.

25. Remedies: No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Ever power or remedy hereby given to Trustee or Beneficiary, or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue inconsistent remedies. If Beneficiary holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of Trustor, Beneficiary may, at its option, offset against any indebtedness secured hereby, and the Beneficiary is hereby authorized and empowered at its option, without any obligation so to do, and without affecting the obligations

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hereof, to apply toward the payment of any indebtedness of the Trustor to the Beneficiary any and all sums of money of Trustor which Beneficiary may have in its possession or under its control, including without limiting the generality of the foregoing, any savings account, deposit, investment certificate, escrow or trust funds.

26. Acknowledgment: Trustor agrees and acknowledges that prior to the execution of this Deed of Trust, Trustor did acknowledge in writing and hereby confirms again that:

(a) this Deed of Trust is not a mortgage, but a deed of trust;

(b) that the power of sale provided for herein provides substantially different rights and obligations for Trustor than a mortgage in the event of a default or breach of any obligation hereunder; and

(c) the aforementioned written acknowledgment was executed prior to the execution of this Deed of Trust.

27. Law Applicable: That this Deed of Trust shall be construed according to the laws of the State of Nebraska.

28. Illegality: In the event that any provision or clause of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust are declared to be severable.

29. General Provisions:

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

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

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

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

(e) If more than one person is named herein as Trustor, each obligation of Trustor shall be the joint and several obligation of each such person.

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

30. TRUSTEE ACCEPTS this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party, unless brought by Trustee.

31. Address for Mailing Notices: Trustor hereby requests that a copy of any notice of default and a copy of any notice of sale hereunder shall be mailed to each person itemized below at the address indicated:

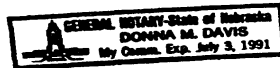
Trustor: Wear Construction Company
 7602 Pacific Street
 Omaha, Nebraska 68102

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Trustee and
Beneficiary:Mortgage Loan Department
First National Bank of Omaha
One First National Center
Omaha, Nebraska 68102
Attention: Senior Loan OfficerIN WITNESS WHEREOF, Trustor has executed this Deed of Trust
on the date first above written.WEAR CONSTRUCTION COMPANY, a
Nebraska corporation - TrustorBy: Frank J. Wear
Frank J. Wear, President

ATTEST:

Robert E. Wear
Robert E. Wear, SecretarySTATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.The foregoing instrument was acknowledged before me, a
Notary Public, this 14th day of February, 1989, by Frank J.
Wear, President of Wear Construction Company, a Nebraska
corporation, on behalf of said corporation.Donna M. Davis
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

Lots Six (6), Seven (7), Eight, (8), Nine (9) and Ten (10), Cornish Heights Replat, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska;

Together with appurtenant easement over and above the Southerly Sixteen (16) feet of property adjoining Lot Five (5) on the North described as follows:

Commencing at the Northeast Corner of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) Section 26, Township 15 North, Range 12, East of the 6th P.M. thence South along the center line of 75th Street, a distance of 350 feet, thence West a distance of 33 feet to the Point of Beginning, thence South and parallel to center line of 75th Street, a distance of 319.2 feet, thence Westward at an angle of 89°46', a distance of 598.1 feet more or less, to the East line of 76th Avenue; a distance of 318.1 feet, thence East and parallel to the center line of Pacific Street, a distance of 597.4 feet more or less to the Point of Beginning, in the City of Omaha, Douglas County, Nebraska,

for maintenance and use of "upper garage", dated and recorded September 25, 1982 in Miscellaneous Record Book 542 at Page 309; and

Together with the South one-half (1/2) of vacated Poppleton and adjoining Lots Six (6) and Seven (7) on the North.

1947
mtg.
m.

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