

15108

TRUSTOR'S WRITTEN ACKNOWLEDGEMENT

The undersigned, SECURITY INVESTMENT COMPANY, a Nebraska corporation, acting by and through its officer whose signature appears below, does hereby certify and acknowledge that, before signing and executing the below Deed of Trust, it did read and sign this Written Acknowledgement and, by virtue thereof, the undersigned understands, and understood before signing said Deed of Trust, that said Deed of Trust is a trust deed and not a mortgage and that the power of sale provided in said Deed of Trust provides substantially different rights and obligations to the undersigned than a mortgage in the event of a default or breach of obligation under the said Deed of Trust, including, but not limited to, the Beneficiary's right to have the Real Property sold by the Trustee without any judicial proceeding or foreclosure. The undersigned represents and warrants that this Written Acknowledgement was executed by it before the execution of the Deed of Trust. This Written Acknowledgement is appended as a preface to and made a part of the below Deed of Trust.

SECURITY INVESTMENT COMPANY,
Trustor

By *Lawrence H. Hake*
Its Chairman of the Board
and Chief Executive Officer

NOTE: This Deed of Trust is to be filed of record in the real estate records of Lancaster County, Nebraska, to serve as a financing statement, as indicated herein.

DEED OF TRUST

THIS DEED OF TRUST is made as of this 18 day of June, 1985 by and among SECURITY INVESTMENT COMPANY, a Nebraska corporation, whose mailing address is 1330 N Street, Lincoln, Nebraska 68508 (herein referred to as the "Trustor"); and STATE SECURITY SAVINGS CO., a savings and loan company incorporated and chartered under Nebraska law, whose mailing address is 1330 N Street, Lincoln, Nebraska 68508 (herein referred to as the "Trustee"), for the benefit of the holders of Series A Capital Notes and Series B Capital Notes of Security Investment Company, whose mailing address is 1330 N Street, Lincoln, Nebraska 68508 (herein referred to as the "Beneficiary").

FOR VALUABLE CONSIDERATION, Trustor irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Deed of Trust, that certain real property, located in Lancaster County, Nebraska and

15,108

more particularly described in Exhibit A attached hereto and incorporated herein.

TOGETHER WITH, all rents, profits, royalties, income and other benefits derived from said real property; all leases or subleases covering said real property or any portion thereof, now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder; all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in said real property; all easements, rights-of-way, tenements, hereditaments and appurtenances thereof and thereto; all oil and gas rights and profits, water rights and water stock; all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street or highway adjoining said real property, any and all buildings, fixtures, trade fixtures, improvements and appurtenances now or hereafter erected thereon or belonging thereto, (herein referred to as "Improvement" or "Improvements"); and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of said real property.

All of the foregoing estate, property and interest hereby conveyed to Trustee is herein collectively referred to as the "Property".

FOR THE PURPOSE OF SECURING:

(a) The payment of indebtedness evidenced by Trustor's Series A Capital Notes and Series B Capital Notes (hereinafter sometimes collectively referred to as the "Capital Notes") dated as of July 10, 1984 and more particularly described as follows:

<u>Classification</u>	<u>Maker</u>	<u>Aggregate Principal Amount</u>
Series A Capital Notes	Security Investment Company	\$18,343,722.19
Series B Capital Notes	Security Investment Company	\$ 818,800.00

together with interest at the rates provided therein, and any and all renewals, modifications and extensions of such Capital Notes, both principal and interest on the Capital Notes being payable in accordance with the terms set forth therein, reference to which is hereby made; and

(b) The performance of each agreement and covenant of Trustor herein contained and in that certain Plan of Reorganization (the "Plan of Reorganization") approved and confirmed February 8, 1985 by the United States Bankruptcy Court for the District of Nebraska in the bankruptcy proceedings of SSS Co., formerly State Security Savings Co., Case No. BK 84-1321, the terms and conditions of which are incorporated herein by reference.

15108

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Principal and Interest. Trustor shall pay when due the principal and interest on the indebtedness evidenced by the Capital Notes in accordance with the Plan of Reorganization.

2. Warranty of Title. Trustor is lawfully seized and possessed of good and indefeasible fee simple title and estate to the Property hereby conveyed and has the right to grant and convey the Property; the Property is free and clear of all liens and encumbrances, except those which appear as a matter of record against the Property; and Trustor will warrant and defend the title to the Property against all claims and demands. It is hereby specifically acknowledged that the Property is subject to a prior encumbrance which secures obligations to First National Bank & Trust Company of Lincoln, Union Bank and Trust Company, South Ridge Bank, and Lincoln State Bank in the aggregate initial principal amount of Two Million Dollars (\$2,000,000) and a provision for capitalization of interest thereon up to an aggregate additional amount of Five Hundred Thousand Dollars (\$500,000). Such obligations were incurred for the purpose of providing liquidity to State Security Savings Co., as contemplated and permitted by the Plan of Reorganization.

3. Maintenance and Compliance With Laws. Trustor shall keep the Property in good repair and condition and shall not commit waste or permit impairment or deterioration of the Property. Trustor shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and not commit, suffer or permit any act to be done in or upon the Property in violation of any law, ordinance, regulation, covenant, condition or restriction.

4. Insurance. Trustor, at its expense, will maintain insurance with respect to the Improvements and personal property constituting the Property covering losses by fire, lightning, tornado, and other perils and hazards covered by standard extended coverage endorsement in such amounts as is customarily carried by owners and operators of similar properties. All insurance policies maintained pursuant to this Deed of Trust shall name Trustor and Beneficiary as insureds, as their respective interests may appear.

5. Taxes, Assessments and Charges. Trustor shall pay all taxes, assessments and other charges, including, without limitation, fines and impositions attributable to the Property, and leasehold payments or ground rents, if any, before the same become delinquent.

6. Additional Liens and Protection of Beneficiary's Security. Except as contemplated and permitted by the Plan of Reorganization to provide liquidity to State Security Savings Co.

15109
or to improve and develop the Property or to pay ordinary and necessary expenses incurred by Trustor in connection with the execution of the Plan of Reorganization, Trustor shall not mortgage or otherwise encumber or permit any lien to exist against the Property or any part thereof or any interest therein.

7. Assignment of Rents. Trustor hereby absolutely and unconditionally assigns to Trustee, for the benefit of Beneficiary, all rents, issues and profits of the Property. Trustee, however, hereby consents to the Trustor's collection and retention of such rents, issues and profits as they accrue and become payable so long as Trustor is not, at such time, in default with respect to the performance of any agreement hereunder or in the performance of the Plan of Reorganization. Upon any such default, Trustee may at any time, either in person, by agent, or by a receiver to be appointed by a court, without notice and without regard to the adequacy of any security for the indebtedness hereby secured: (a) enter upon and take possession of the Property or any part thereof and, in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby and in such order as Trustee may determine; (b) perform such acts of repair or protection as may be necessary or proper to conserve the value of the Property; (c) lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate, or terminate or adjust the terms and conditions of any existing lease or leases. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, and the application thereof as aforesaid shall not waive or cure any default or notice of default hereunder or invalidate any act done pursuant to such notice. Trustor also assigns to Trustee, for the benefit of Beneficiary, as further security for the performance of the obligations secured hereby, all prepaid rents and all monies which may have been or may hereafter be deposited with said Trustor by any lessee of the Property to secure the payment of any rent or damages and, upon default in the performance of any of the provisions hereof, Trustor agrees to deliver such rents and deposits to Trustee. Delivery of written notice of Trustee's exercise of the rights granted herein to any tenant occupying said premises shall be sufficient to require said tenant to pay said rent to the Trustee until further notice.

8. Condemnation. If title to any part of the Property shall be taken in condemnation proceedings, by right of eminent domain or similar action, or shall be sold under threat of condemnation, all awards, damages and proceeds are hereby assigned and shall be paid to Trustee who shall apply such awards, damages and proceeds to the sums secured by this Deed of Trust, with the excess, if any, paid to Trustor. If Trustor receives any notice or other information regarding such actions or proceedings, Trustor shall give prompt written notice thereof

15127

to Trustee. Trustee shall be entitled, at its option, to commence, appear in and prosecute in its own name any such action or proceedings and shall be entitled to make any compromise or settlement in connection with any such action or proceedings.

9. Remedies Not Exclusive. Trustee shall be entitled to exercise all rights and powers under this Deed of Trust or under any other agreement executed in connection herewith or any laws now or hereafter in force, notwithstanding that some or all of such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's right to realize upon or enforce any other security now or hereafter held by Trustee for the benefit of Beneficiary, it being agreed that Trustee shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Trustee for the benefit of Beneficiary in such order and manner as it may, in its absolute discretion, exercised in accordance with the Plan of Reorganization, determine. No remedy herein conferred upon or reserved to Trustee, acting for the benefit of Beneficiary, is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy provided under this Deed of Trust to Trustee, to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee. Nothing herein shall be construed as prohibiting Trustee, acting for the benefit of Beneficiary, from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

10. Default and Its Consequences.

(a) Events of Default. Trustor shall be in default under this Deed of Trust upon the happening of any of the following events or conditions:

(i) Default in the performance of any obligation, covenant or liability herein contained or referred to or in any other documents evidencing the same;

(ii) Sale or encumbrance to or of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, without the consent of Trustee;

(iii) Dissolution or termination of existence of Trustor or appointment of a receiver of any part of the Property; or

15108

(iv) Default in the performance of any obligation pursuant to the Plan of Reorganization.

(b) Acceleration upon Default; Remedies; Sale. Upon default by Trustor as described in Section 10(a), Trustee shall have the power of sale of the Property. In such event, Trustee shall prepare a notice of default in the form required by law, which shall be duly filed for record by Trustee.

(i) After the lapse of such time as may be required by law following the recordation of Notice of Default, and Notice of Default and Notice of Sale having been given as required by law, Trustee, without demand on Trustor, shall sell the Property in one or more parcels and in such order as Trustor may determine on the date and at the time and place designated in said Notice of Sale, at public auction to the highest bidder, the purchase price being payable in cash in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he or she deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of the postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one (1) day beyond the day designated in the Notice of Sale, notice thereof shall be given in the same manner as the original Notice of Sale. Trustee shall execute and deliver to the purchaser its Deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Beneficiary or Trustee, may purchase at the sale.

(ii) When Trustee sells pursuant to the powers granted herein, Trustee shall apply the proceeds of the sale to payment of the costs and expenses of exercising the power of sale and of the sale, but shall not be entitled to any trustee's fees.

(iii) After paying the items specified in subparagraph (ii) if the sale is by Trustee, or the proper court and other costs of foreclosure and sale if the sale is pursuant to judicial foreclosure, the proceeds of sale shall be applied in the order stated below to the payment of:

(A) Cost of any evidence of title procured in connection with such sale and of any revenue required to be paid;

(B) All sums then secured hereby, in the order of priority specified in Section 11 hereof; and

(C) The remainder, if any, to the person legally entitled thereto.

11. Priority of Payment of Capital Notes.

(a) In the event of the sale, foreclosure or other realization on the Property pursuant to this Deed of Trust, Trustee shall apply the proceeds thereof to the Capital Notes in the following order:

(i) First, to the payment of outstanding principal on the Series A Capital Notes;

(ii) Next, to the payment of accrued interest on the Series A Capital Notes;

(iii) Next, to the payment of outstanding principal on the Series B Capital Notes; and

(iv) Last, to the payment of outstanding interest on the Series B Capital Notes.

(b) In the event the proceeds of any sale, liquidation or foreclosure are inadequate to fully pay and satisfy the obligations in any of the foregoing categories, the available proceeds shall be applied pro rata to the outstanding obligations under the Capital Notes within such category. The proration shall be determined on the basis of the amounts of outstanding obligations under such category. The obligations under any category shall be fully satisfied prior to the application of proceeds to the next category or categories.

12. Notices. Except for any notices, demands, requests or other communications required under applicable law to be given in another manner, whenever Beneficiary, Trustor or Trustee give or serve any notice (including, without limitation, notice of default and notice of sale), demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid and return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Trustor hereby requests that a copy of any notice of default and any notice of sale required or permitted to be given the Trustor hereunder be mailed or personally served to it at the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notice by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change. Any notice hereunder shall be deemed to have been given to Trustor or Beneficiary when given in the manner designated herein.

13. Forebearance by Trustee Not a Waiver. Any forbearance by Trustee in exercising any right or remedy hereunder or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy hereunder.

15109

Likewise, the waiver by Trustee of any default of Trustor under this Deed of Trust shall not be deemed to be a waiver of any other or similar defaults subsequently occurring.

14. Reconveyance by Trustee. Upon written request of the Creditor's Committee of SSS Co., acting on behalf of Beneficiary, stating that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the Capital Notes to Trustee for cancellation and retention, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

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

16. Successors and Assigns. This Deed of Trust and all terms, conditions and obligations herein apply to and inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owners and holders of the Capital Notes, whether or not named as Beneficiary herein.

17. Severability. In the event any one or more of the provisions contained in this Deed of Trust or the Capital Notes or any other security instrument given in connection with this transaction shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or not fully secured by the lien of this Deed of Trust.

18. Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

19. Security Agreement and Financing Statement. To the extent allowed by the Nebraska Uniform Commercial Code, this Deed of Trust shall be self-operative and constitute a security

15108

agreement and a financing statement with respect to those portions of the Property constituting personal property, all other rights of performance, and general intangibles which are part of or related to the Property, together with any proceeds or accessions thereto. Trustor hereby agrees to execute and deliver on demand and hereby irrevocably constitutes and appoints Trustee the attorney in fact of Trustor, coupled with an interest, to execute, deliver and, if appropriate, to file with the appropriate filing officer or officers such financing statements as Trustee may reasonably request or require in order to perfect the lien or security interest hereof more specifically thereon. This Deed of Trust is to be filed for record in the real property records of Lancaster County, Nebraska to serve as a financing statement as indicated herein.

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

TRUSTOR:

SECURITY INVESTMENT COMPANY

By Ken Hake
Its Chairman of the Board
and Chief Executive Officer

TRUSTEE:

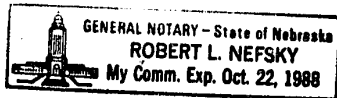
STATE SECURITY SAVINGS CO.

By Ken Hake
Its Chairman of the Board
and Chief Executive Officer

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on June 18, 1985 by Ken Hake, the Chairman of the Board and Chief Executive Officer of SECURITY INVESTMENT COMPANY, on behalf of the corporation.

(S E A L)



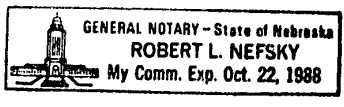
Robert Nefsky
Notary Public

15108

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on June 18, 1985 by Ken Hake, the Chairman of the Board and Chief Executive Officer of STATE SECURITY SAVINGS CO., on behalf of the corporation.

(S E A L)



Robert Nefsky
Notary Public

15168

EXHIBIT "A"

TRACT 1

The East one-third of Lot Nine (9) and all Lots Ten (10), Eleven (11) and Twelve (12), Block Ninety-nine (99), Lincoln, Lancaster County, Nebraska.

TRACT 2

Lot 40 Irregular Tracts in the Southeast Quarter of Section 9, Township 10 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska.

TRACT 3

Lots 1 thru 11 inclusive, and Lots 18, 19, 28, 29, 30, 31 and lots 36 thru 46 inclusive, Outlot "B" and Outlot "C", Forest Lake Estates 1st Addition, Lincoln, Lancaster County, Nebraska.

TRACT 4

A part of Lot 73, Irregular Tracts in the Southwest Quarter of Section 22, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows: Referring to the Southwest corner of said Section 22: thence North 89°05' E, along the South line of the Southwest Quarter a distance of 385'; thence due North, a distance of 55 feet to the point of beginning, said point being the Southwest corner of Lot 73; thence continuing due North, along the West line of Lot 73, a distance of 383.32 feet to a point on the South-west right-of-way line of the Missouri Pacific Railroad; thence South 55°27' East, along said Right-of-way line a distance of 118.72 feet; thence due South, on a line parallel to the West line of Lot 73, a distance of 314.31 feet, to a point on the South line of Lot 73 and the North line of "O" Street, said point being 97.79 feet East of the Southwest corner of Lot 73; thence South 89°05' West, along the South line of Lot 73 and the North line of "O" Street, a distance of 97.79 feet, to the point of beginning.

TRACT 5

The South 157 feet of the North 207 feet of the West Half of Block 13, Bethany Heights, Lincoln, Lancaster County, Nebraska.

TRACT 6

The East 75 feet of the West 150 feet of the south 114 feet of Block 13, Bethany Heights, Lincoln, Lancaster County, Nebraska.

TRACT 7

Lots Two (2) and Three (3), Block Two (2), Pierce-Rentfro Industrial Plaza, Lincoln, Lancaster County, Nebraska.

1A-17
7/2-81 J.K.
41-109, 113, 117
7/2-234 I K

13-20
30-449

15107

TRACT 8

Lot 1, Block 6, Tierra Addition in the West 1/2 Section 7, T9N, R7E of the 6th P.M., Lancaster County, Nebraska, more fully described as follows: (For purpose of this legal description the west line of the NW 1/4 of Section 7 was assumed to have a bearing of N 0°00'00" E)

Beginning at a point 40' East of the West 1/4 Corner, Section 7, T9N, R7E; thence along a bearing of N 0°00'00" E a distance of 430.00'; thence on a bearing of N 90°00'00" E a distance of 110.00' to a point of curvature of a 219.99' radius curve to the right having a tangent of 73.33' and a central angle of 36°52'12.3"; thence in a southeasterly direction along said curve an arc distance of 141.56' (chord distance of 139.13') to a point of tangency; said point being a point of curvature of a 279.99' radius curve to the left having a tangent of 93.33' and a central angle of 36°52'11.6"; thence in a southeasterly direction along said curve an arc distance of 180.17' (chord distance of 177.08') to a point of tangency; thence on a bearing of N 90°00'00" E a distance of 327.97' to a point of curvature of a 308.78' radius curve to the left having a tangent of 41.13' and a central angle of 15°10'28.1"; thence in a northeasterly direction along said curve an arc distance of 81.78' (chord distance of 81.54') to a point of tangency; thence on a bearing of S 34°34'33" E a distance of 241.36' to a point of curvature of a 476.43' radius curve to the right having a tangent of 150.00' and a central angle of 34°57'06"; thence in a southeasterly direction along said curve an arc distance of 290.63' (chord distance of 286.15') to a point of tangency; thence on a bearing of S 0°22'43" W a distance of 245.00' to a point of curvature of a 244.77' radius curve to the right having a tangent of 149.99' and a central angle of 63°00'00"; thence in a southwesterly direction along said curve an arc distance of 269.14' (chord distance of 255.78') to a point of tangency; thence on a bearing of S 63°22'43" W a distance of 160.00'; thence on a bearing of N 89°37'17" W a distance of 760.00'; thence on a bearing of N 0°00'47" W a distance of 660.35' to the point of beginning, and containing a calculated area of 22.95 acres.

TRACT 9

Beginning at a point 40' East of the West 1/4 Corner Section 7, T9N, R7E; thence along a bearing of N 0°00'00" E a distance of 430.00'; thence on a bearing of N 90°00'00" E a distance of 110.00' to a point of curvature of a 219.99' radius curve to the right having a tangent of 73.33' and a central angle of 36°52'12.3"; thence in a southeasterly direction along said curve an arc distance of 141.56' (chord distance of 139.13') to a point of tangency; said point being a point of curvature of a 279.99' radius curve to the left having a tangent of 93.33' and a central angle of 36°52'11.6"; thence in a southeasterly direction along said curve an arc distance of 180.17' (chord distance of 177.08') to a point of tangency; thence on a bearing of N 90°00'00" E a distance of 141.01'; thence on a bearing of S 0°00'00" W a distance of 382.50'; thence on a bearing of S 0°00'00" W a distance of 184.00'; thence on a bearing of S 0°00'00" W a distance of 101.40'; thence on a bearing of S 90°00'00" W a distance of 250.00'; thence on a bearing of S 50°57'52" W a distance of 23.82'; thence on a bearing of S 90°00'00" W a distance of 90.46'; thence on a bearing of N 0°00'47" W a distance of 168.90' to the point of beginning, and containing a calculated area of 6.31 acres.

3-200

12

12107

TRACT 10

Commencing at a point 40' East of the West 1/4 Corner, Section 7, T9N, R7E; thence along a bearing of N 0°00'00" E a distance of 430.00'; thence on a bearing of N 90°00'00" E a distance of 110.00' to a point of curvature of a 219.99' radius curve to the right having a tangent of 73.33' and a central angle of 36°52'12.3"; thence in a southeasterly direction along said curve an arc distance of 141.56' (chord distance of 139.13') to a point of tangency; said point being a point of curvature of a 279.99' radius curve to the left having a tangent of 93.33' and a central angle of 36°52'11.6"; thence in a southeasterly direction along said curve an arc distance of 180.17' (chord distance of 177.08') to a point of tangency; thence on a bearing of N 90°00'00" E a distance of 141.01' to the point of beginning; thence continuing on a bearing of N 90°00'00" E a distance of 186.96' to a point of curvature of a 308.78' radius curve to the left having a tangent of 41.13' and a central angle of 15°10'28.1"; thence in a northeasterly direction along said curve an arc distance of 81.78' (chord distance of 81.54') to a point of tangency; thence on a bearing of S 34°34'33" E a distance of 24.36' to a point of curvature of a 476.43' radius curve to the right having a tangent of 150.00' and a central angle of 34°57'06"; thence in a southeasterly direction along said curve an arc distance of 290.63' (chord distance of 286.15') to a point of tangency; thence on a bearing of S 0°22'43" W a distance of 179.43'; thence on a bearing of S 90°00'00" W a distance of 56.27'; thence on a bearing of N 0°00'00" W a distance of 123.00'; thence on a bearing of N 90°00'00" W a distance of 27.00'; thence on a bearing of S 50°57'52" W a distance of 23.82'; thence on a bearing of N 90°00'00" W a distance of 235.00'; thence on a bearing of S 0°00'00" W a distance of 108.50'; thence on a bearing of N 90°00'00" W a distance of 37.92'; thence on a bearing of N 0°00'00" W a distance of 258.90'; thence on a bearing of N 90°00'00" E a distance of 184.00'; thence on a bearing of N 0°00'00" E a distance of 382.50' to the point of beginning, and containing a calculated area of 6.78 acres.

TRACT 11

Commencing at a point 40' East of the West 1/4 Corner, Section 7, T9N, R7E; thence along a bearing of S 0°00'47" E a distance of 660.35'; thence on a bearing of S 89°37'17" E a distance of 500.86' to the point of beginning; thence on a bearing of N 0°00'00" E a distance of 81.26'; thence on a bearing of N 39°02'08" W a distance of 23.82'; thence on a bearing of N 0°00'00" E a distance of 252.50'; thence on a bearing of N 90°00'00" E a distance of 215.92'; thence on a bearing of N 0°00'00" E a distance of 108.50'; thence on a bearing of N 90°00'00" E a distance of 235.00'; thence on a bearing of N 50°57'52" E a distance of 23.82'; thence on a bearing of N 90°00'00" E a distance of 27.00'; thence on a bearing of S 0°00'00" E a distance of 123.00'; thence on a bearing of S 90°00'00" E a distance of 56.27'; thence on a bearing of S 0°00'00" E a distance of 65.57' to a point of curvature of a 244.77' radius curve to the right having a tangent of 149.99' and a central angle of 63°00'00"; thence in a southwesterly direction along said curve an arc distance of 269.14' (chord distance of 255.78') to a point of tangency; thence on a bearing of S 63°22'43" W a distance of 160.00'; thence on a bearing of N 89°37'17" W a distance of 259.14' to the point of beginning, and containing a calculated area of 4.63 acres.

TRACT 12

Commencing at a point 40' East of the West 1/4 Corner, Section 7, T9N, R7E; thence along a bearing of S 0°00'47" E a distance of 168.90' to the point of beginning; thence on a bearing of N 90°00'00" E a distance of 90.46'; thence on a bearing of N 50°57'52" E a distance of 23.82'; thence on a bearing of N 90°00'00" E a distance of 258.00'; thence on a bearing of S 0°00'00" E a distance of 157.50'; thence on a bearing of N 90°00'00" E a distance of 119.00'; thence on a bearing of S 0°00'00" E a distance of 252.50'; thence on a bearing of S 39°02'08" E a distance of 23.82'; thence on a bearing of S 0°00'00" E a distance of 81.26'; thence on a bearing of N 89°37'17" W a distance of 500.86'; thence on a bearing of N 0°00'47" W a distance of 491.45'; to the point of beginning, and containing a calculated area of 5.23 acres.

13

TRACT 13

Lot Sixty-five (65) of Irregular Tracts in the Northeast Quarter (NE 1/4) of Section 29, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska.

TRACT 14

Lot Fifty-one (51) of Irregular Tracts in the Southeast Quarter (SE 1/4) of Section 20, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska.

TRACT 15

Lot Fifty-two (52) of Irregular Tracts in the Southeast Quarter (SE 1/4) of Section 20, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska.

TRACT 16

Lot One (1), Block One (1); all Lots Eight (8) and Nine (9) except that portion of said Lot 8 described as follows: Beginning at the southeast corner of Lot 8; thence in a northerly direction on an assumed bearing of N0°00'00"E on the east line of Lot 8 a distance of 100 feet; thence in a westerly direction on a bearing of N90°00'00"W on a westerly direction on a bearing of N90°00'00"W on a line 40 feet north of and parallel to the south line of Lot 8 a distance of 100 feet to a point on the west line of Lot 8; thence in a southerly direction on a bearing of S0°00'00"W on the west line of Lot 8 a distance of 40 feet to the southwest corner of Lot 8; thence in an easterly direction on a bearing of S90°00'00"E on the south line of Lot 8 a distance of 100 feet to the point of beginning; and all of Lots Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), and Twenty-nine (29), Block Two (2); Lots 14 thru 26 inclusive and Lots Fifty-six (56), Fifty-seven (57) and Fifty-eight (58), Block Five (5), all in Tierra Addition, Lincoln, Lancaster County, Nebraska.

TRACT 17

Lots 1, 2, 3, 4, and 6, Block 1; Lots 1, 2, and 3 Block 2; and Lots 1, 2, 3, 4, 5, 6, and 7 Block 3; Western State Industrial Tract AND Lots 1, 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 Block 1, Western State Industrial Tract 1st Addition, all in Lincoln, Lancaster County, Nebraska.

TRACT 18

Lots 1 through 6, inclusive, Block 2; Lots 1, 2 and 3, Block 3; Lots 1, 2, 3, 4, and 5 Block 4; all in Southern Hills 1st Addition, Lincoln, Lancaster County, Nebraska.

TRACT 19

All Lot One (1), Block Six (6), Tierra Addition, Lincoln, Lancaster County, Nebraska.

TRACT 20

Lots 1, 2, 3, 4, 5 and 7 Block 1; Lots 1, 4, 7, 9, 12, 14, 15 and 16 Block 3; Lots 12, 13 and 14 Block 4; Lots 13, 14 and 15, Block 5; Lots 1, 2, 9 and 22 Block 6; Lots 4, 8, 9, 10 and 12, Block 7; Sevenoaks Addition, Lincoln, Lancaster County, Nebraska.

TRACT 21

Lots 33 to 37 inclusive Lots 50, 51, 81, 83 and 84, Block 1; Lots 4, 8, 10, 12, 14, 15, 16, 19, 20 and 21, Block 2; Lots 15 to 23 inclusive and Lots 28 to 35 inclusive Block 3; Outlot C, Block 4; Lots 1 to 9 inclusive Block 6; Lots 1 to 10 inclusive and Lots 15 to 24 inclusive Block 7; Lots 1, 9, 12, 13, 14, 15, 16, 18, 20 and 21, Block 8; Lots 1 to 7 inclusive;

612 - 140 J 38 361, 365
612 - 60 J 38 255
32 - 271, 268
32 - 41, 271
32 - 257, 280
32 - 300
-4- 37-7, 16, 20, 24, 30, 32, 35,
38-36, 41, 47, 50, 54, 58, 62, 67, 71
77, 83, 85, 91, 93, 95

1-108

Part of Lot 9 Block 9 more particularly described as follows: Beginning at the Northeast corner of said Lot 9, Block 9, Sevenoaks 1st Addition; thence S25°32'46"W (assumed bearing), along the Westerly right-of-way line of Tennyson Circle, a distance of 129.59 feet, to the intersection of said Westerly right-of-way line of Tennyson Circle, and the Northerly right-of-way line of Tennyson Street; thence N55°44'01"W, along said Northerly right-of-way line of Tennyson Street, a distance of 98.97 feet; thence N31°16'47"E a distance of 115.16 feet, to the Northwest corner of said Lot 9 Block 9; thence S64°27'14"E, along the Northerly line of said Lot 9 Block 9, a distance of 86.32 feet to the point of beginning; Lots 10 to 13 inclusive Lots 15 to 34 inclusive; Lots 36 to 38 inclusive Block 9;

Lot 2, Lot 3, Part of Lot 4 more particularly described as follows: Beginning at the northernmost corner of said Lot 4 a distance of 120.44 feet to the westernmost corner of said Lot 4; thence southeasterly along the southwesterly line of said Lot 4 a distance of 47.50 feet; thence northeasterly on a left deflection angle of 90° a distance of 121.10 feet to a point on the northeasterly line of said Lot 4; thence northwesterly along said northeasterly line a distance of 47.53 feet (arc) to the point of beginning; Lots 7 to 15 inclusive Block 10; Lots 17 to 40 inclusive Block 11; Sevenoaks 1st Addition to Lincoln, Lancaster County, Nebraska.

TRACT 22

Lot Two (2) of Irregular Tracts in the Northwest Quarter of Section 18, Township 9 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska.

TRACT 23

Lots 65, 70 and 83, Block 1; Lots 5, 9, 11, 13, 26 and 27, Block 2; Lot 13, Block 7; Lot 17, Block 8; all in Sevenoaks, First Addition, Lincoln, Lancaster County, Nebraska;

TRACT 24

Lots 1 through 26, Block 6, Elmwood Addition, located in the SE¼ of Section 27, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska.

TRACT 25

Lots 140, 149 and 151, Irregular Tracts in the Northwest Quarter of Section 34, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, except that portion taken by the State of Nebraska, Department of Roads, as shown in Return of Appraisers filed July 29, 1983 as Inst. No. 83-14945 in the office of the Register of Deeds, Lancaster County, Nebraska, more particularly described as follows: Beginning at the northwest corner of said Lot 148; thence easterly a distance of 325.81 feet along the north line of said Lot 148; thence southerly deflecting 90°01'03" right, a distance of 17.00 feet; thence westerly deflecting 90°00'31" right, a distance of 32.00 feet; thence westerly deflecting 06°38'34" left, a distance of 173.16 feet; thence southwesterly deflecting 17°56'26" left, a distance of 133.43 feet; thence Northerly deflecting 114°17'14" right, a distance of 92.39 feet along the west line of said Lot 148 to the point of beginning.

Handwritten notes and calculations:
38 = 95, 99, 113, 118, 122, 125, 128, 135, 142, 150, 154, 158, 163, 167, 176, 183, 193
9 - 224 - 226 - 621
7 - 594
IT

15109

TRACT 26

✓ Lots 1, 12 and 16, Block 2; Lot 6, Block 3; Lots 7 and 8, Block 4, Village Manor Estates located in Lot 64, Irregular Tracts in Section 33, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska.

TRACT 27

✓ All of Block 6, Burlington Heights, Lincoln, Lancaster County, Nebraska, and Lot 79 of Irregular Tracts, located in the West Half of the Northwest Quarter of Section 28, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska.

TRACT 28

✓ Lot 89 of Irregular Tracts in the Northwest Quarter of the Northwest Quarter of Section 28, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska.

TRACT 29

✓ Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 3; Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 4; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 5; Burlington Heights, Lincoln, Lancaster County, Nebraska, and Lot 56, of Irregular Tracts in the Northwest Quarter of Section 28, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska.

TRACT 30

Lot 31, Irregular Tracts in the SE $\frac{1}{4}$ of Section 17, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska.

TRACT 31

Lot 1, Block 3, Colonial Hills Fifth Addition, Lincoln, Lancaster County, Nebraska.

TRACT 32

Lots 3, 4 and 5, Gerald's Replat, a subdivision of a part of a part of the remaining portion of Outlot "A", Salt Valley View Addition, in the SE $\frac{1}{4}$ of Section 11, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska.

TRACT 33

An Irregular Tract in the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 29, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows: The South 629.8' of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 29, except the South 456' of the East 1,566.7' thereof.

TRACT 34

An Irregular Tract in the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 29, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows: The South 456' of the East 1,566.7', except the East 198' of the South 396' thereof.

34-408
~~38-365~~

7-589 IT. 7-657
33-148-6-
36-347

15107

TRACT 35

An Irregular Tract in the S $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 29, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows: The East 1,416.7' of the North 512.15' of the S $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 29, except the North 452.15' of the East 350' thereof.

TRACT 36

An Irregular Tract in the S $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 29, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows: The S $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 29, except the South 629.8' thereof and except the East 1,416.7' of the North 512.15' thereof.

TRACT 37

Lot 36, Irregular Tracts in the Southeast Quarter of Section 9, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska. Being the property located at 6930 Adams Street, Lincoln, Nebraska.

TRACT 38

Lots 2 and 3, Block 1; and Lots 2, 3, 4, and 6, Block 2; and Lots 4 and 6, Block 3; and Lots 1 and 2, Block 4 all in Prairie Hill Third Addition, Lancaster County, Nebraska.

TRACT 39

Lots 17, 19, 20, 24, 25 and 26, Block 4, Northwest Territory, Lincoln, Lancaster County, Nebraska.

TRACT 40

Lot 2, 5, and 7, Block 1; and Lots 4, 5 and the North $\frac{1}{2}$ of Lot 6, and Lot 13, Block 2, Reeve Subdivision, Lincoln, Lancaster County, Nebraska.

TRACT 41

A portion of Outlot "A", Salt Valley View Addition, Lincoln, Lancaster County, Nebraska, described as referring to the Northeast corner of Lot 5, Block 5, Salt Valley View Addition; thence Northeastly on the South right of way line Salt Valley View a distance of 100.0 feet to the point of beginning; thence continuing northeastly on said right of way line a distance of 50.00 feet; thence southeastly radial to the centerline of Salt Valley View, a distance of 131.62 feet to a point on the Northwest right of way line of U.S. Highway No. 77; thence southwestly on said Northwest right of way line a distance of 84.739; thence northwestly radial to the centerline of Salt Valley View a distance of 152.17 feet to the point of beginning. a/k/a 5620 Salt Valley View.

TRACT 42

Lot 21, Block 1, Sevenoaks First Addition, Lincoln, Lancaster County, Nebraska. a/k/a 2831 Shelley Circle.

TRACT 43

Lots 5, 6, 7, 8, 9, 10, 11 and 12, Block 23, West Lincoln, Lancaster County, Nebraska.

7-657
38-263
267
35-171
36-340-344
28-7-547
32
322

15108

TRACT 44

Lots 12 through 23 Inclusive, Suncrest Addition to Lincoln, Lancaster County, Nebraska.

TRACT 45

Lot 112, except the North 100 feet thereof of Irregular Tracts in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 10 North, Range 6 East of the 6th P.M.; Lancaster County, Nebraska.

As to the following tracts of land, designated herein as Parcels I, II, III and IV, a one-half (1/2) undivided interest:

PARCEL I Lots Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), and Eleven (11), Block Two (2); Lots Five (5) and Seven (7), Block Three (3); Lots Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Nineteen (19), Block Five (5), Lots Two (2), Three (3), Ten (10), Twelve (12), Thirteen (13), Fifteen (15), Sixteen (16), Seventeen (17), and Nineteen (19), Block Six (6), and Lot Two (2), Block Seven (7), all in Taylor Meadows 1st Addition, Lincoln, Lancaster County, Nebraska.

PARCEL II Lots Ten (10) and Eleven (11), Block One (1), Taylor Meadows 5th Addition, Lincoln, Lancaster County, Nebraska.

PARCEL III Lots Seventeen (17) and Eighteen (18), Block Two (2), Taylor Meadows 7th Addition, Lincoln, Lancaster County, Nebraska.
NOTE: Said lots are a replat of Lots 2, 3, 4, Block 10 Taylor Meadows 1st Addition; and a part of Lots 1 and 2 Block 1, Taylor Meadows 5th Addition.

PARCEL IV Remaining portion of Lot 70 of Irregular Tracts in the Southeast Quarter of Section 28, Township 10 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska.

Name of Record Owner:

Tracts 1 - 45: Security Investment Company

Parcels I, II, III and IV: Security Investment Company
Randalwood, Inc.
Randalwood II, Inc.

1A-17
7 1/2-81-2T, 284,
41-109, 113, 117
13-20
30-449
32-300-237, 247, 268, 251, 280-300
6 1/2-115, 1T, 669, 1T
9-224, 226, 621
7-594 1T, 589, 657
37-507, 509, 7, 16, 20, 24, 30, 32, 35
38-284, 288, 293, 361, 365-255, 67, 71, 77, 83
296, 298, 301, 36, 41, 47, 50, 54, 58, 62,
305, 81, 93, 95, 99, 103, 105, 113, 118,
40-325
41-81
67-673
72-773 I.C.

38-43, 50, 54, 83, 97,
263, 267, 32,

X

LANCASTER COUNTY, NEBR.

Dan Jallo

REGISTER OF DEEDS

1985 JUN 18 PM 3:39

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 85 15108

28-408
29-146
36-347, 340, 311
35-171
28-547
3-522

#126

NT