

25724
Location No. 1
206 & 238 South 13th Street
Lincoln, Nebraska

WRAPAROUND DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT is made as of this 15th day of July, 1984, by and among AMERICAN NEBRASKA LIMITED PARTNERSHIP, an Illinois limited partnership ("Trustor"), CHICAGO TITLE INSURANCE COMPANY ("Trustee") and AMERICAN ICL I, INC., a Nebraska corporation ("Beneficiary").

RECITALS

WHEREAS, Trustor has purchased from Beneficiary (i) fee title to the improvements (the "Improvements") situated on eighteen (18) parcels of real property located in various cities and counties in the State of Nebraska, (ii) all easements and appurtenances thereto and (iii) a leasehold estate (the "Leasehold Interests") in the real property upon which the Improvements are situated; and

WHEREAS, Trustor has purchased from AMERICAN ICL II, INC., a Nebraska corporation, the lessee's interest in two (2) leasehold estates appurtenant to one (1) of the fee parcels; and

WHEREAS, all of the Leasehold Interests and Improvements on the aforesaid parcels are more fully described as the Charter Properties in the Subject Note (hereinafter defined); and

WHEREAS, the interest of Trustor in one (1) of the aforesaid parcels is described on Exhibit A attached hereto and, for convenience of reference, is hereinafter referred to as the "Trust Property"; and

WHEREAS, the interest of Trustor in remaining parcels is hereinafter referred to as the Other Property; and

WHEREAS, the leasehold estate in favor of Trustor in the Trust Property is created pursuant to a groundlease bearing even date herewith (the "Groundlease"); and

WHEREAS, the leasehold estate in favor of Trustor in the Other Property is created pursuant to seventeen (17) individual groundleases of even date herewith (the "Other Groundleases"); and

THIS INSTRUMENT PREPARED BY:

MARTIN K. BLONDER
ROSENTHAL AND SCHANFIELD
55 EAST MONROE STREET
SUITE 4620
CHICAGO, ILLINOIS 60603

25724

WHEREAS, the Trust Property and the Other Property are sometimes collectively referred to as the "Charter Properties"; and

WHEREAS, of the total purchase price paid by Trustor for the Charter Properties, the sum of THIRTY THREE MILLION NINE HUNDRED THOUSAND DOLLARS (\$33,900,000.00), collectively, is evidenced by eighteen (18) individual Purchase Money Wraparound Installment Notes (including the Subject Note) payable to Bearer (each a "Note" and collectively the "Notes"); and

WHEREAS, the Notes will be delivered to Beneficiary; and

WHEREAS, as additional consideration for the purchase of the Charter Properties, Trustor has executed and delivered its Promissory Note bearing even date herewith in the principal amount of \$4,554,658.45 (the "Down Payment Note"); and

WHEREAS, payment of the Down Payment Note is secured, among other things, by eighteen (18) separate subordinate deeds of trust of even date herewith encumbering the Trust Property and the Other Property (collectively referred to as the "Subordinate Mortgages"); and

WHEREAS, payment of the Note ("Subject Note") attached hereto as Exhibit B is secured, among other things, by this Deed of Trust and the Other Deeds of Trust (hereinafter defined); and

WHEREAS, the terms, provisions and conditions of the Subject Note are incorporated herein by reference as fully and with the same force and effect as if recited herein at length; and

WHEREAS, payment of the Note is further secured by an Assignment of Rents and Leases ("Assignment of Leases") and the Other Assignments of Leases (hereinafter defined); and

WHEREAS, payment of each of the remaining Notes is secured, among other things, by a separate Deed of Trust (individually referred to as an "Other Deed of Trust" and collectively the "Other Deeds of Trust") and an Assignment of Rents and Leases (individually referred to as an "Other Assignment of Leases" and collectively the "Other Assignments of Leases"); and

WHEREAS, the Charter Properties are leased to AMERICAN CHARTER FEDERAL SAVINGS AND LOAN ASSOCIATION ("Association") under eighteen (18) separate lease agreements (individually, an "Association Lease" and sometimes the "Lease" and collectively the "Association Leases"); and

WHEREAS, payment of the Subject Note is further secured by an assignment of the Association Lease as to the Trust Property; and

W I T N E S S E T H:

NOW THEREFORE, in consideration of the sum owed by Trustor, as evidenced by the Subject Note, and to secure the payment of all sums due under the Subject Note according to its terms, and any extensions or renewals thereof, and to secure the performance of all the terms and conditions of this Deed of Trust, the Other Deeds of Trust, the Assignment of Leases, the Down Payment Note, the Groundlease and the Other Groundleases (the Groundlease and the Other Groundleases hereinafter sometimes referred to as the "Groundleases") and any and all other agreements securing the Subject Note, Trustor does hereby grant, bargain, sell and convey to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary and its successors in interest, all of its estate, right, title and interest in and to the real estate and properties legally described on Exhibit A attached hereto and made a part hereof.

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

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

TOGETHER with all existing and future buildings; and improvements and all fixtures and articles of personal property, including, but not limited to, all elevators, all gas, steam, electric or other heating, lighting, plumbing, ventilating, air conditioning, sprinkling, water and power systems, appliances and apparatus and all other fixtures and articles of personal property which may now or at any time hereafter, during the term of this Deed of Trust or any extension thereof, be used in connection with the real estate or properties described above or in the operation thereof, and all of the foregoing properties and real estate are herein collectively referred to as and included within the definition of the Trust Property.

Trustor relinquishes all rights of homestead, dower, distributive or elective share and all other contingent interests, either at law or in equity, and waives any rights of redemption as to the Trust Property to the extent permitted by applicable law, as well as the right to assert any statute of limitations as a bar to the enforcement of the lien of this Deed of Trust.

Trustor represents and warrants that (i) it is lawfully seized of the Trust Property, (ii) it has authority to create the liens set forth in this Deed of Trust, (iii) the Trust Property is free and clear of all liens and encumbrances whatsoever except for such exceptions as existed on the date that Trustor acquired title to the Premises ("Permitted Exceptions"), and (iv) except as otherwise provided in the Subject Note it will forever warrant and defend the title to the Trust Property against the lawful claims of all persons, except as stated above.

Trustor covenants and agrees with Beneficiary as follows:

1. Debt. Trustor will punctually pay the principal, interest and all other sums which become due under the Notes, this Deed of Trust, the Other Deeds of Trust, the Assignment of Leases, the Down Payment Note, the Ground-leases and any and all other agreements securing the Subject Note.

2. Recordation of Deed of Trust and Security Agreements. Trustor will execute, acknowledge and deliver this Deed of Trust, any financing statements and every other instrument in addition or supplemental to any thereof, including, without limitation, assignments of Trustor's interest as lessor in any and all of the Association Leases, and assignments of Trustor's interest in all agreements, contracts, licenses and permits affecting the Trust Property, which may be requested by Trustee or Beneficiary from time to time in order to perfect and maintain the validity and effectiveness of this Deed of Trust and the lien and security interest intended to be created hereby, in such form as may be satisfactory to Trustee or Beneficiary and in such manner and places and within such times as may be necessary to accomplish such purposes and to preserve and protect the rights and remedies of Trustee or Beneficiary. Trustor will furnish satisfactory evidence of every such recording, filing and registration to Trustee and Beneficiary. Trustor hereby appoints Beneficiary as its true and lawful attorney-in-fact (and such appointment is coupled with an interest and is irrevocable) to file, in accordance with the laws of the State of Nebraska, with or without Trustor's signature, any and all Uniform Commercial Code financing and continuation statements which Beneficiary may deem necessary or appropriate to file in respect of this Deed of Trust.

3. Payment of Taxes, Insurance and Assessments. Trustor shall pay all water and sewer rates, rents, ground rents, taxes, assessments, premiums for fire and other hazard insurance, rent loss insurance, and such other insurance covering the Trust Property in the manner and within the time limits required under the terms of the First Mortgage (hereinafter defined), or, following release of the First Mortgage, then in the manner and within the time limits required under the terms of the Association Lease of the Trust Property.

In the event that, for any reason whatsoever, impounds shall be required by the Beneficiary under the First Mortgage, unless paid directly to the Beneficiary under the First Mortgage such impounds shall be remitted by Trustor to Beneficiary and, in turn, Beneficiary shall remit the same to the holder of the First Mortgage.

From and after the last to occur of (i) release of the First Mortgage, and (ii) termination of the Association Lease of the Trust Property, then the following provisions shall be applicable:

(a) Trustor shall pay all water and sewer rates, rents, ground rents, taxes, assessments, premiums for fire and other hazard insurance, rent loss insurance, and such other insurance covering the Trust Property as Beneficiary may require pursuant to Section 5

below, common area utility and maintenance charges, and all other impositions attributable to the Trust Property by Trustor making payment, before the same becomes delinquent, directly to the payee thereof. Trustor shall promptly furnish to Beneficiary all notices of amounts due for such rates, rents, taxes, assessments, premiums, charges and other impositions and Trustor shall furnish to Beneficiary receipts evidencing such payments on or before the tenth (10th) day preceding such delinquency date.

(b) In the event that Trustor fails to pay any such rates, rents, ground rents, taxes, assessments, premiums, charges or other impositions before the same become delinquent, the Beneficiary may, at its option, by written notice to Trustor, require Trustor to pay to Beneficiary on each day that monthly installments of principal or interest are payable under the Subject Note (or on another day designated in writing by Beneficiary), until the Subject Note is paid in full, a sum equal to one-twelfth (12th) of (i) the yearly water and sewer rates, taxes and assessments, and common area utility and maintenance charges which may be levied on the Trust Property, and (ii) the yearly premium installments for fire and other hazard insurance, rent loss insurance and such other insurance covering the Trust Property as Beneficiary may require pursuant to Section 5 hereof, all as reasonably estimated initially and from time to time by Beneficiary on the basis of current assessments and bills and reasonable estimates thereof. Any waiver by Beneficiary of a requirement that Trustor pay such sum may be revoked by Beneficiary, in Beneficiary's sole discretion, at any time upon notice in writing to Trustor.

(c) Any such sums shall be held by Beneficiary without liability to Trustor for interest thereon. So long as no Event of Default (as hereinafter defined) has occurred hereunder any such sums shall be applied by Beneficiary to pay rates, rents, taxes, assessments, insurance premiums, common area utility and maintenance charges and other impositions.

(d) Upon the occurrence of any Event of Default, Beneficiary may apply, in any amount and in any order as Beneficiary shall determine in Beneficiary's sole discretion, the sums held by Beneficiary under this Section 3 at the time of application (i) to pay such rates, rents, taxes, assessments, insurance premiums, common area utility and maintenance charges and other impositions which are now or will hereafter become due, or (ii) as a credit against sums secured by this Deed of Trust and, in connection therewith, Trustor hereby agrees that all sums delivered to Beneficiary under this Section 3 shall be held by Beneficiary as additional security for the obligations of Trustor hereunder. Upon payment in full of all sums secured by this Deed of Trust Beneficiary shall promptly refund to Trustor any sums then held by Beneficiary under this Section 3.

4. Liens. Trustor shall not permit any mechanic's, contractor's, materialman's, subcontractor's, laborer's, statutory or other similar lien to be created or to remain outstanding upon the Trust Property or any part

thereof, and Trustor warrants that it will indemnify and hold Beneficiary harmless from and against all such liens and any and all expenses and fees incurred by Beneficiary in connection therewith. Trustor shall promptly discharge any such lien which has, or may have, priority over, or equality with, the lien of this Deed of Trust.

5. Insurance. Trustor shall keep or cause to be kept insurance on the Trust Property of the following character:

- (i) all risk property insurance covering against all risk of loss including but not limited to damage by fire, lightning, windstorm, hail, explosion, aircraft, smoke, vandalism, malicious mischief, vehicle damage and other risks from time to time as are or shall be customarily included for coverage under all risk insurance policies, in amounts sufficient to prevent Trustor or Beneficiary from becoming a co-insurer of any loss under the applicable policies, but in any event in an amount not less than ONE HUNDRED PERCENT (100%) of the full replacement cost thereof which are actually insurable;
- (ii) bodily injury, personal injury and property damage liability insurance against claims for bodily injury, death, personal injury or property damage occurring on, in or about the Trust Property and the adjoining property, streets, sidewalks and passageways or by reason of the existence, ownership, use, occupancy or maintenance thereof, for a minimum amount of FIVE MILLION DOLLARS (\$5,000,000.00) combined single limit per occurrence;
- (iii) worker's compensation insurance in full compliance with the requirements of the state wherein the Trust Property are located including an all states endorsement and covering all work on or about the Trust Property, such insurance together with any umbrella policy shall also include employers liability in an amount not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00);
- (iv) if the Trust Property is located in a federally designated flood zone, flood insurance in an amount equal to the lesser of ONE HUNDRED PERCENT (100%) of the "full replacement cost" thereof or the maximum amount of insurance obtainable;
- (v) insurance against loss or damage from (i) leakage of sprinkler systems and (ii) explosion of steam boilers, air conditioning equipment, pressure vessels or similar apparatus now or hereafter installed in the Trust Property; and
- (vi) such other insurance as from time to time Beneficiary may reasonably request to protect the Trust Property in amounts and against

other insurable hazards then commonly obtained in the case of property similar to the Trust Property.

Such insurance shall be written by insurers whether foreign or domestic having an "A-XII" rating or better under Best's Directory approved by Beneficiary which are not prohibited by law from providing the applicable insurance in the state wherein the Trust Property is located. Such insurance shall be in form acceptable to Beneficiary, shall include as an insured party thereunder Beneficiary as its interests may appear except with respect to worker's compensation insurance, shall be primary and without any right of contribution as to any other insurance carried by Beneficiary and shall be endorsed to provide that all terms and conditions except for limit of liability shall operate in the same manner as if there were a separate policy covering each insured. The net proceeds of all insurance maintained hereunder shall be payable in trust to a responsible corporate fiduciary located in Nebraska selected by Trustor (the "Proceeds Trustee"); provided, however, that any recoveries under any of said policies shall be applied by the Proceeds Trustee in the manner provided in the Association Lease with respect to the Trust Property or if such Association Lease be terminated as hereinafter provided. The Trustor hereby designates NATIONAL BANK OF COMMERCE TRUST AND SAVINGS ASSOCIATION as the initial Proceeds Trustee.

Every such insurance policy except those referred to in Sections (ii) and (iii) above shall have endorsed onto it a standard mortgagee endorsement in favor of the Beneficiary and the holder of the First Mortgage. Every such policy shall contain an agreement by the insurer that it will not cancel such policy except after thirty (30) days' prior written notice to Beneficiary and that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of Trustor or Beneficiary which might, absent such agreement, result in a forfeiture of all or a part of such insurance payment and notwithstanding (a) the occupation or use of the Trust Property for purposes more hazardous than permitted by the terms of such policy, (b) any foreclosure or other action or proceeding taken pursuant to any provision of any mortgage or deed of trust upon the happening of an event of default, as defined therein, or (c) any change in title or ownership of the Trust Property.

Beneficiary shall receive insurance certificates and copies of endorsements which provide reasonable evidence of the existence of all the insurance which is then required to be maintained or cause to be maintained by Trustor hereunder and, at least thirty (30) days prior to the expiration of any such insurance, customary and reasonable evidence of the renewal of such insurance. Should Trustor fail to effect, maintain or renew any insurance provided for in this Section 5, or to pay the premium therefor, or to deliver to Beneficiary proper evidence thereof, Beneficiary, at its option, but without obligation so to do, may procure such insurance, and any sums expended by it to procure any such insurance and shall be repaid by Trustor together with the late charge within five (5) days after receipt of bills therefor from Beneficiary.

Trustor shall not obtain or carry separate insurance concurrent in form or contributing in the event of loss

with that required in this Section 5 to be furnished by Trustor unless Beneficiary is included therein as an insured and the Beneficiary is named in a mortgage endorsement, with loss payable to Beneficiary. Trustor shall immediately notify Beneficiary whenever any such separate insurance is obtained and shall deliver the policy or policies or certificates evidencing the same.

Anything contained in this Section 5 to the contrary notwithstanding, any and all insurance which Beneficiary is obligated to carry under the terms of this Deed of Trust may be carried under a "blanket" policy or policies covering other properties or liabilities of Trustor, provided that such policies specify the portion of the total coverage that is allocated to the Trust Property and that such portion and the other terms of the policies comply with the requirements of this Deed of Trust.

Trustor and Beneficiary each agree to cooperate with the other, to such extent as such other party reasonably may require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of, any insurance moneys that may be due in the event of any loss or damage, and to execute and deliver to such other party such instruments as may be required to facilitate the recovery of any insurance money, but the costs and expenses of all such actions and proceedings shall be paid by Trustor.

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

Trustor shall give Beneficiary prompt written notice of any casualty resulting in damage or destruction to the Trust Property. The insurance proceeds payable as a result of any such casualty shall be applied as set forth in the Association Lease for the Trust Property. If such Association Lease has terminated, then the insurance proceeds shall be paid to the Proceeds Trustee and applied to cost of restoration of the Trust Property or, in the event that in the reasonable discretion of Trustor restoration or rebuilding is not economically feasible, then the insurance proceeds shall be paid to or applied by Beneficiary in accordance with the provisions of the Note.

If Trustor restores the Trust Property, then the Proceeds Trustee will hold and invest the net proceeds as directed by Trustor and will make them available from time to time as restoration progresses upon the written request of Trustor accompanied by the following:

(a) A certificate signed by Trustor and certified to by the architect, if any, supervising the restoration, stating:

(i) that the sum then requested either has been paid or is justly due to the contractors, subcontractors, materialmen, engineers, architects or other persons who have rendered services or furnished materials for the restoration therein specified or have paid for the same, the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereof, that no part of such expenditures has been or is being made the basis, in any previous or then pending request, for the withdrawal of insurance money or has been made out of the proceeds of insurance received by Trustor; and

(ii) that the cost, as estimated by the person(s) signing such certificate, of the restoration required to be done subsequent to the date of such certificate in order to complete and pay for the same does not exceed the remaining insurance money, or, does not exceed the remaining insurance money together with any additional amounts deposited contemporaneously with the certificate; and

(b) An endorsement to Beneficiary's title insurance policy satisfactory to Beneficiary, or other evidence satisfactory to Beneficiary, to the effect that there has not been filed with respect to the Trust Property or any part thereof any vendor's, mechanic's, laborer's, materialman's or other lien which has not been discharged of record, except such as will be discharged by payment of the amount then requested.

Upon compliance with the foregoing provisions of this Section hereof, the Proceeds Trustee shall pay or cause to be paid to Trustor or the persons named pursuant to subclause (a)(i) of the preceding paragraph in such certificate, from the net proceeds of such insurance money, the respective amounts stated therein to have been paid by Trustor or to be due to them as the case may be.

In the event that the Association Lease of the Trust Property shall be terminated as a consequence of casualty damage to the improvements constructed upon the Trust Property, as more fully provided in the Association Lease the Trustor shall not be required to make further payments under the Subject Note and all cross default and cross collateral provisions of this Deed of Trust shall be

deemed stricken from this Deed of Trust and, as to the Subject Note and this Deed of Trust, from the Other Deeds of Trust, the Other Notes and the Other Groundleases; provided, that as a condition precedent thereto, if:

- (i) American Charter has purchased the Trust Property, as more fully provided in the Association Lease, and all proceeds of sale have been paid to the beneficiary under the First Mortgage or to Beneficiary and shall be applied in the manner set forth in the Note; or
- (ii) American Charter has not purchased the Property, all proceeds of insurance have been paid to the beneficiary under the First Mortgage or to Beneficiary and shall be applied in the manner set forth in the Note, and Trustor's interest in the Trust Property shall have been conveyed in the manner set forth in the Groundlease.

If the insurance proceeds are not devoted to rebuild or repair the Trust Property, and if they are not retained by the Beneficiary under the First Mortgage, and if the immediately preceding paragraph is not applicable, the proceeds of insurance shall be paid to the Beneficiary and applied as set forth in the Subject Note.

6. Condition of Trust Property. Trustor (i) shall keep or cause to be kept the Trust Property and all buildings and other improvements located thereon in good condition and repair, (ii) shall comply or cause compliance with all laws, ordinances and regulations of all public authorities relating to the Trust Property or the use thereof, (iii) shall not commit, suffer or permit any waste on the Trust Property, (iv) shall comply in all material respects with the terms and provisions of the Groundlease and the Association Leases, (v) shall restore or repair promptly and in a good and workmanlike manner all or any part of the property to the equivalent of its original condition, or such other condition as Beneficiary may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair and (vi) shall not remove, demolish or alter nor permit the removal, demolition or alteration of any improvements, fixtures, machinery or appliances thereon except when incident to the replacement of improvements, fixtures, machinery or appliances of like kind. Beneficiary and its authorized representatives shall have the right to inspect the Trust Property or any part thereof during usual business hours or at any time if the Trust Property is vacant.

7. Condemnation. Trustor shall give prompt notice to Beneficiary of any condemnation proceeding affecting the Trust Property as soon as it has notice. The net proceeds of any award in such condemnation proceeding or sale to the condemning authority under threat thereof (a "Taking") shall be paid as more fully provided in the First Mortgage.

In the event that the Association Lease of the Trust Property shall be terminated as a consequence of condemnation, as more fully provided in the Association Lease,

the Trustor shall not be required to make further payments under the Subject Note and all cross default and cross collateral provisions of this Deed of Trust shall be deemed stricken from this Deed of Trust and, as to the Subject Note and this Deed of Trust, from the Other Deeds of Trust, the Other Notes and the Other Groundleases; provided, that as a condition precedent thereto, if:

- (i) American Charter has purchased the Trust Property, as more fully provided in the Association Lease, and all proceeds of sale have been paid to the beneficiary under the First Mortgage or to Beneficiary and shall be applied in the manner set forth in the Note; or
- (ii) American Charter has not purchased the Property, all proceeds of condemnation award have been paid to the beneficiary under the First Mortgage or to Beneficiary and shall be applied in the manner set forth in the Note, and Trustor's interest in the Trust Property shall have been conveyed in the manner set forth in the Groundlease.

If the condemnation proceeds are not devoted to rebuild or repair the Trust Property, and if they are not retained by the Beneficiary under the First Mortgage, and if the immediately preceding paragraph is not applicable, the proceeds of condemnation shall be paid to the Beneficiary and applied as set forth in the Subject Note.

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

9. Default. Trustor shall be in default hereunder and, at the option of Beneficiary, after such notice as may be required under the Subject Note, the amounts due under the Note shall immediately become due and payable, irrespective of the maturity date stated in the Subject Note, if one or more of the following events (herein, a "Default" or an "Event of Default") shall occur:

- (i) The failure of Trustor to pay any installment of principal, interest or any other sum due under the Subject Note, this Deed of Trust, the Other Notes, any of the Other Deeds of Trust, the Assignment of Leases, or any other agreement securing the Subject Note within six (6) days after the same is due;
- (ii) The failure of Trustor to perform or observe any agreement, condition or covenant contained in the Subject Note, this Deed of Trust, the

Other Notes, any of the Other Deeds of Trust, the Assignment of Leases or in any other agreement securing the Subject Note if such failure shall continue for a period of thirty (30) days; provided, however, subject to the provisions immediately following subsection (vii) hereof, if the default cannot be cured within said thirty (30) day period the Trustor shall not be deemed in default hereunder on the condition that Trustor initiates a cure within said thirty (30) day period and diligently proceeds thereafter to a successful conclusion;

- (iii) The taking by Trustor or any of its successors or assigns, while any of them own any interest in the Trust Property of any of the following actions: if Trustor (a) makes an assignment for the benefit of creditors, (b) becomes insolvent, (c) voluntarily suspends the transaction of its usual business, (d) applies for, consents to, acquiesces in or fails by appropriate proceedings properly to contest the appointment of a trustee or receiver for Trustor or any of its property, or (e) consents to, acquiesces in, commences or fails by appropriate proceedings properly to contest any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceedings against the Trustor or any of its property;
- (iv) (a) The appointment of a trustee, custodian or receiver for Trustor or any of its property or (b) the institution of any proceedings against Trustor under any bankruptcy, reorganization, arrangement, insolvency, readjustment, or debt law, not constituting a Default under any previous subsection of this Section 9, if the same remains undismissed or unstayed for sixty (60) days or (c) the institution of any proceedings for the dissolution or liquidation of Trustor not constituting any Default in any previous subsection of this Section 9, if the same remains undismissed or unstayed for thirty (30) days.
- (v) The failure of Trustor to duly and punctually comply with all the terms, provisions and conditions of the Prior Loan Documents (defined in Section 27 hereof) except for the payment of principal and interest thereunder to the extent that the payments of principal and interest under the Subject Note and the Other Notes are timely made or otherwise received by beneficiary under the First Mortgage, and the passage of any applicable grace period thereunder, without further notice or period of grace.
- (vi) The failure of Trustor to pay, perform or observe any payment, agreement, condition or covenant contained in the Groundleases and the

passage of any applicable grace period thereunder, without further notice or period of grace.

- (vii) The failure of Trustor to pay, perform or observe all of the payments, agreements, conditions and covenants contained in the Down Payment Note, the Subordinate Mortgages or any other agreement securing the repayment of the Down Payment Note (collectively hereinafter sometimes referred to as the "Down Payment Loan Documents"), and the passage of any applicable grace period thereunder, without further notice or period of grace.

Any grace periods provided in this Section 9 shall run concurrent with and not in addition to any grace period otherwise provided in the Subject Note or other document to which reference is made; provided, however, if the Trustor's failure to perform results in or causes a default under the Prior Loan Documents, then the grace period allowed under the Prior Loan Documents shall be applicable in lieu of the grace period provided hereunder.

The cross default and cross collateral provisions of this Deed of Trust shall be deemed stricken from this Deed of Trust and, as to the Premises and this Deed of Trust, from the Other Deeds of Trust, the Other Notes and the Other Groundleases, under the circumstances more fully provided in the Subject Note.

10. Surrender of Trust Property to Beneficiary. Whenever any Event of Default shall occur, Trustor shall, upon demand of Beneficiary, forthwith surrender to Beneficiary actual possession of all the Trust Property, or such part or parts thereof as Beneficiary may designate and Beneficiary, personally or by its agents or attorneys, may enter thereupon and take possession thereof and wholly exclude Trustor and their agents and servants therefrom, or on application of Beneficiary, a receiver may be appointed in the manner hereinafter provided. Beneficiary in possession, or such receiver, may thereafter (a) operate and manage such property and exercise all rights, powers and franchises of Trustor in respect thereof, with power to use and consume in connection therewith all materials, current supplies and stores then belonging to Trustor, wherever found, and with power to make, at the expense of Trustor, such repairs, replacements, alterations, additions or improvements thereto, and to purchase or otherwise acquire such materials therewith, as Beneficiary may consider advisable, (b) collect the earnings and income from such property and (c) pay all proper charges, operating expenses, and all disbursements and liabilities of Beneficiary under the Subject Note, this Deed of Trust, the Other Deeds of Trust, the Assignment of Leases, the Down Payment Note, Subordinate Mortgages, the Groundleases and any agreement securing the Subject Note. All net income and profits arising from the operation of any of the Trust Property by any receiver shall be paid to Beneficiary. The net proceeds arising from any such operation of the Trust Property by Beneficiary, or by a receiver, shall be applied from time to time to the payment of the installments of principal and interest due upon any and other sums due under the Subject Note, this Deed of Trust, the Other Deeds of Trust, the

Assignment of Leases, and any other agreement securing the Subject Note.

11. Remedies of Beneficiary. In case any Event of Default shall occur, Beneficiary, with or without entry, personally or by attorney may, but shall not be obligated to exercise any one or more of the following remedies either separately or in any combination: (i) commence an action of foreclosure on this Deed of Trust or institute other proceedings according to law for the foreclosure hereof, and may prosecute the same to judgment, execution and sale, for the collection of the obligations secured hereby, and all interest with regard thereto, together with all taxes, insurance premiums and other sums advanced by Beneficiary, other sums payable by Trustor hereunder and all fees, costs and expenses of such proceeding, including reasonable attorney's fees and expenses or (ii) proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement of Trustor contained herein or in aid of the execution of any power herein granted, or for any foreclosure of this Deed of Trust or the sale of the Trust Property or any part hereof under the judgment or decree of any court of competent jurisdiction, or for the appointment of a receiver or receivers of Trustor as to the Trust Property, or for the enforcement of any other appropriate legal or equitable remedy, (iii) exercise in respect to the Trust Property all the rights and remedies available to a secured party upon default under the applicable provisions of the Uniform Commercial Code in effect in the State of Nebraska or other applicable jurisdiction, (iv) exercise any remedies available to Beneficiary under the Other Deeds of Trust, the Assignment of Leases, the Down Payment Note, the Groundleases and any other agreement securing the Subject Note, (v) exercise any other right or remedy available at law or in equity, and (vi) sell the Trust Property pursuant to the provisions of the Nebraska Trust Deeds Act as of the date of default.

Notwithstanding the foregoing or any other provision hereof to the contrary, in the event and to the extent that prior to the regularly scheduled maturity of the Prior Debt, there is an uncured default under the eighteen Notes and the documents which secure the repayment of the eighteen Notes or under any of the following:

- (a) the documents evidencing and securing the Prior Debt or any Refinancing Loan;
- (b) the Association Leases;
- (c) the Master Lease as defined in the Groundleases;
- (d) the Groundleases;
- (e) the Downpayment Note and the documents securing its payment.

and provided that such default is not caused by Trustor and Trustor is not otherwise in default under any of the aforesaid documents, Beneficiary agrees that it shall not exercise any of the remedies granted herein until the last to occur of (herein called the "Extended Cure Period") (x) twenty-four (24) successive calendar months from the occurrence of the event of default or (y) January 1, 1988, to

enable Trustor to attempt cure the event of default by diligently pursuing or cooperating with Beneficiary to pursue all remedies available to Trustor against any of the parties to the documents specified above and if any of the defaults preventing the Beneficiary from enforcing the remedies herein granted shall have been cured or corrected from any source whatsoever, before the expiration of the Extended Cure Period, Trustor shall immediately make all payments to the holder of the Note which would have otherwise been due. Upon the expiration the Extended Cure Period and provided that the Event of Default has not been cured or no new Event of Default has occurred, Beneficiary may, at its option, without further notice or demand exercise any of the remedies granted herein.

12. Exercise of Power of Sale. Should Beneficiary elect to exercise the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Subject Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such notice of default and notice of sale as then required by law. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such notice of default and after notice of sale having been given as required by law, sell the Trust Property at the time and place of sale fixed by it in such notice of sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its trustee's deed conveying to the purchaser or purchasers thereof, without right of redemption, the Trustee's title and all right, title and interest and claim of the Trustor and his successors in interest and of all persons claiming by, through or under them, in and to the property sold. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all costs, fees and expenses of Trustee and of the Beneficiary, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the Default Rate as stated in the Subject Note and all other sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Trust Property by public announcement at such time and place of sale as permitted by law.

13. Additional Remedies with Respect to Personal Property. In conjunction with or in addition to such rights and remedies, Beneficiary also may (a) require Trustor to assemble the Trust Property and make it available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to Trustor and Beneficiary, (b) with

or without process of law and without liability for loss or damage, enter upon any premises where such Trust Property or any part thereof may be found and take possession of all or any part thereof, and hold, store, keep idle, use, lease, operate or otherwise use or permit the use of the same or any part thereof for such time and upon such terms as Beneficiary may deem to be commercially reasonable, and may demand, collect and retain all hire, earnings and other sums due and to become due in respect of the same from any person whomsoever, accounting only for the net earnings, if any, arising from such use after charging against all receipts from the use of the same or from the sale thereof, by court proceedings or pursuant to subparagraph (c) next following or otherwise, all costs, expenses and charges of, and damages or losses by reason of, such use and/or sale or (c) with or without process of law, without liability for loss or damage, enter upon any premises where such Trust Property or any part thereof may be found and sell or dispose of all or any part of the same, free from any and all claims of Trustor or any party claiming by, through, or under Trustor at law or in equity, at such time or times, and upon such terms as Beneficiary may fix, with or without advertisement of any such sale or disposal. Beneficiary shall give Trustor ten (10) days' prior notice of the time and place of any public sale thereof or of the time which any private sale or other intended disposition thereof is to be made.

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

15. Assignment of Rents. Subject to the prior rights of the holder of the First Mortgage:

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

Assignment of Leases or any other agreement securing the Subject Note.

(b) Notwithstanding the foregoing, however, and except as otherwise provided in the Assignment of Leases, so long as no Event of Default has occurred, Trustor shall collect and receive all rents and revenues of the Trust Property as trustee for the benefit of Beneficiary and Trustor and to apply the rents and revenues so collected to the sums secured by this Deed of Trust, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon the occurrence of any Event of Default, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Trust Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Trust Property as specified in this Section 15 as the same become due and payable, including, but not limited to, rents then due and unpaid, and all rents shall immediately upon the occurrence of such Default be held by Trustor as trustee for the benefit of Beneficiary only. Trustor agrees that commencing upon the occurrence of such Event of Default, each tenant of the Trust Property shall make its rent payable to and pay such rent to Beneficiary (or Beneficiary's agents) on Beneficiary's written demand therefor, delivered to such tenant personally, by mail, or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

(c) Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, that Trustor has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 15. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Trust Property more than one (1) month prior to the due dates of such rents. Trustor further covenants that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Trust Property as Beneficiary may from time to time request.

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

consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Trust Property.

(e) All rents and revenues collected subsequent to the occurrence of any Event of Default shall be applied first to the costs, if any, of taking control of and managing the Trust Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Trust Property, premiums on insurance policies, taxes, assessments and other charges on the Trust Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Trust Property and then to the sums secured by this Deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Trust Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Trust Property by reason of anything done or left undone by Beneficiary under this Section 15.

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

(g) Any entering upon and taking and maintaining of control of the Trust Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Trust Property shall terminate at such time as this Deed of Trust ceases to secure indebtedness evidenced by the Subject Note.

(h) Subject to compliance with the terms of the Groundlease, Beneficiary agrees to enter into a nondisturbance agreement with any Improvement Tenant, as defined therein.

16. Remedies of Beneficiary to be Nonexclusive and Cumulative. Subject to the provisions of Section 11 hereof:

(a) Every right or remedy herein conferred or reserved shall be nonexclusive, shall be cumulative and shall be in addition to every other right, remedy, or power given hereunder or now or hereafter existing at law or in equity. No delay or omission by Beneficiary in exercising any available right, power or remedy hereunder shall impair or be construed as a waiver thereof or be considered an acquiescence in the circumstances giving rise thereto. Every right, power or remedy herein conferred upon or reserved to Beneficiary

may be exercised from time to time and as often as deemed expedient.

(b) The acceptance by Beneficiary of payment of any sum secured by this Deed of Trust after the due date of such payment shall not be a waiver of Beneficiary's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary pursuant to this instrument shall not be a waiver of Beneficiary's right to accelerate the maturity of the indebtedness secured by this Deed of Trust, nor shall Beneficiary's receipt of any awards, proceeds or damages hereunder operate to cure or waive Trustor's default in the payment of any sums secured by this Deed of Trust.

(c) In case any of the remedies in this Deed of Trust given or attempted to be given to Beneficiary shall at any time be held invalid, or in the case that any provision of this Deed of Trust shall be held illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the remaining parts of this Deed of Trust or the other remedies given hereby, and this Deed of Trust shall be construed and enforced as if all such illegal or invalid provisions had never been inserted herein.

(d) If at any time Beneficiary, by reason of any Default hereunder, shall have proceeded to enforce any of its rights or powers, by foreclosure, entry or otherwise, and if, thereafter, such Default and all other Defaults of Trustor shall have been cured or if such proceedings shall have for any reason been abandoned, or withdrawn by Beneficiary, or shall have been determined adversely to it, then in every such case this Deed of Trust, and all rights, remedies and powers of Beneficiary hereunder shall continue thereafter as though no such proceeding had been taken.

(e) If any action or proceeding shall be commenced in which Beneficiary is made a party, or in which it becomes necessary to enforce, defend or uphold the lien of this Deed of Trust (including participation by Beneficiary in any bankruptcy, insolvency, reorganization or similar federal or state proceeding affecting any party having any interest in the Trust Property), all expenses paid by Beneficiary in connection with such action, proceeding or defense (including reasonable attorneys' fees to the extent permitted by law) shall be paid by Trustor upon demand of Beneficiary, with interest thereon at the Default Rate as stated in the Note and any such sums and the interest thereon shall become part of the debt secured by this Deed of Trust.

(f) Notwithstanding the existence of any other security interests in the Trust Property held by Beneficiary or by any other party, Beneficiary shall have the right to determine the order in which any or all of the Trust Property shall be subjected to the remedies provided herein. Beneficiary shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the

19. Further Assurances. Trustor will, on request of the Beneficiary, promptly correct any defect, error or omission which may be discovered in the contents of this Deed of Trust, the Other Deeds of Trust, the Subject Note, the Assignment of Leases, or in any other agreement securing the Note or the Assignment of Leases, or in the execution or acknowledgment thereof, and will execute, acknowledge and deliver such further instruments and do such further acts as may be necessary or as may be reasonably requested by Beneficiary to effectuate the purposes of this Deed of Trust and any such security agreement.

20. Notices. All notices, demands, requests, consents, approvals or communications required under this Deed of Trust shall be in writing and shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid, return receipt requested or personally delivered to the parties at the addresses set forth below or to such other addresses as designated by notice pursuant to this Section. All notices shall be deemed received when delivered but in no event later than three (3) days after being deposited with the United States Postal Service, whichever shall occur first.

Trustor: c/o Theodore Netzky
180 North LaSalle Street
Suite 3600
Chicago, Illinois 60601

with a copy to:

Robert W. Newman
Arvey, Hodes, Costello & Burman
180 North LaSalle Street
Chicago, Illinois 60601

and copies to each of:

Martin S. Appel
and Raymond S. Kaplan
Rudin, Richman & Appel
9601 Wilshire Boulevard, Penthouse
Beverly Hills, California 90210-5270.

Beneficiary: 1430 S.W. Broadway
Portland, Oregon 97201

with a copy to:

Martin K. Blonder
Rosenthal and Schanfield
55 East Monroe Street
Suite 4620
Chicago, Illinois 60603

Trustee: 4820 West 77th Street
Edina, Minnesota 55435

21. Inspection; Books and Records. Beneficiary may make or cause to be made reasonable entries upon and inspections of the Trust Property. Trustor shall keep and maintain at all times at Trustor's address stated above, or such other place as Beneficiary may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the

Trust Property and copies of all written contracts, leases and other instruments which affect the Trust Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Beneficiary. Upon Beneficiary's request, Trustor shall furnish to Beneficiary, within one hundred twenty (120) days after the end of each fiscal year of Trustor, a balance sheet, a statement of income and expenses of the Trust Property and a statement of changes in financial position, each in reasonable detail and certified by Trustor and, if Beneficiary under the First Mortgage shall require, by an independent certified public accountant.

22. Miscellaneous. All of the rights and remedies reserved to Beneficiary and all of the obligations herein imposed upon Trustor shall be deemed to run with the land and shall be for the benefit of the successors and assigns of Beneficiary and shall bind the heirs, personal representatives, successors and assigns of Trustor, and all grantees of the Trust Property or any part thereof, their heirs, personal representatives, successors and assigns.

Any headings or captions inserted herein are for convenience of reference only and are not to be used in the interpretation or construction of this Deed of Trust.

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

Trustor hereby requests a copy of any notice of default and any notice of sale hereunder be mailed to it at the address set forth in Section 20.

Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Subject Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto." In the event a Trust Property is conveyed to American Charter pursuant to the terms of the American Charter Lease for the Trust Property and the proceeds of the sale of the Trust Property to American Charter are paid or applied as provided herein, the beneficiary will release this Deed of Trust in conjunction with the conveyance of the Trust Property to American Charter.

23. Satisfaction. Unless sooner terminated in accordance with the provisions hereof, upon the full payment of the debt secured hereby, the full performance of all the covenants and conditions of the Subject Note, and this Deed of Trust, and any and all other agreements securing the Subject Note, at the time and in the manner specified therein, then this Deed of Trust shall terminate, and the Trust Property shall be free from the lien thereof.

24. Succeeding Paragraphs. The provisions of the succeeding paragraphs shall be applicable to this instrument notwithstanding anything to the contrary herein contained.

25. Additional Event of Default. Except as otherwise provided herein, it shall be an immediate Event of Default and Default hereunder if, without the prior written consent of the Beneficiary, any of the following shall occur:

(a) If the Trustor shall create, effect, contract for, commit to or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Trust Property or any part thereof, or interest therein by installment sale or otherwise, excepting only (i) the loan evidenced and secured by the Down Payment Loan Documents, (ii) a conveyance to American Charter pursuant to the terms of its lease of the Premises, (iii) a conveyance of the Trust Property to the general or limited partners of Trustor or any of them pursuant to the terms of the Agreement of Limited Partnership bearing even date herewith creating Trustor (the "Partnership Agreement"), (iv) sales or other dispositions of equipment or personal property (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Trust Property, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by substitute equipment or personal property, subject to the lien hereof, of at least equal value and utility, and (v) the documents securing the Refinancing Loan;

(b) If any general partner of Trustor shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any part of the partnership interest of such partner excepting only assignments, transfers or other alienation made pursuant to the terms of the Partnership Agreement;

(c) If any corporate general partner of Trustor having an ownership interest of more than Eleven Percent (11%) or more in the profits or capital of Trustor shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of all or any portion of its corporate stock;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided that the foregoing provisions of this Section 25 shall not apply to any transfers of interests by or on behalf of an owner thereof who is declared a bankrupt by a court of competent jurisdiction or who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee or pursuant to the terms of the Partnership Agreement. The provisions of this Section 25 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in the general partnership interest of Trustor or the corporate stock of a corporate general partner of Trustor. From and after the date hereof, there shall be no changes in the terms of the Partnership Agreement with respect to transfers.

of the Trust Property or interests in the partnership without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld.

26. Junior Lien. The right, title and interest of Beneficiary and the liens and all rights created hereby are junior, subject and subordinate to the lien created by the Deed of Trust and Security Agreement ("First Mortgage") in favor of NATIONAL BANK OF COMMERCE TRUST AND SAVINGS ASSOCIATION, Trustee, and GREYCAS, INC., Beneficiary heretofore recorded against the Trust Property, which is partial security for repayment of a loan in the original amount of TWENTY-NINE MILLION FOUR HUNDRED NINETY-ONE THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS (\$29,491,971.00) ("Prior Debt").

27. Wraparound Loan. The loan secured hereby is a so-called "Wraparound Loan", by which it is meant that the Beneficiary has, by acceptance of the Subject Note, agreed that prior to the maturity date of the Subject Note, whether by lapse of time or otherwise, and payments made by Trustor on the Subject Note shall have cleared the bank upon which they were drawn, the Beneficiary will pay the principal of and interest on the Prior Debt (excluding all balloon payments and further excluding all release fees and all other amounts in addition to said principal amount and interest thereon), as and when the same becomes due, provided there is not otherwise a default or other circumstance under the instruments which evidence and/or secure the Prior Debt ("Prior Loan Documents") resulting in an acceleration of maturity thereof, and which is caused by the act or omission of or by Trustor. Provided that Trustor has duly and punctually complied with all its obligations hereunder, Beneficiary shall be responsible for all payments required under the Prior Debt resulting from its failure to timely remit payments upon the Prior Debt.

Trustor has agreed, and does hereby agree, that Trustor will pay when due the full amount of each and every installment of principal and interest required to be paid under the Note as if the entire stated principal amount of the Note had been disbursed in cash to Trustor.

Trustor has agreed, and does hereby agree, that it is obligated to perform and observe and pay all of the terms, provisions, conditions, agreements and payments required to be performed, observed or paid under the Prior Loan Documents, other than payment of principal and interest upon the Prior Debt required to be made by Beneficiary as set forth above.

Except as set forth in this instrument or in the Subject Note, nothing herein or in the Subject Note or other loan documents securing the Subject Note shall require, obligate or make liable the Beneficiary or any holder of the Subject Note to perform, observe or pay any of the terms, provisions, conditions, agreements or payments required to be performed, observed or paid pursuant to the Prior Loan Documents (including without limitation any release fees or other amounts in addition to the regular installments of principal and interest on the Prior Debt); provided, however, that the Beneficiary may, at its sole discretion, perform, observe or pay all or any such term, provision, condition, agreement, or payment and do and make any and all such acts, things and payments required to prevent or cure any default under the Prior Loan Documents; and any moneys advanced or expended by Beneficiary in connection therewith.

shall be so much additional indebtedness hereby secured, and shall be immediately due and payable with interest at the Default Rate specified in the Subject Note, from the date expended to the date paid.

28. Subrogation. It is expressly covenanted and agreed that upon each principal payment made by Beneficiary upon the Prior Debt, whether required or merely permitted hereunder, the owner of the indebtedness secured hereby shall be and is hereby subrogated to all rights, liens and privileges which, before such payment, were vested in the owner or legal holder of the Prior Debt, and upon such payment the lien of this instrument shall be to all intents and purposes, and to the extent of principal payments so made, a first and valid lien, subrogated as aforesaid, upon the Trust Property herein described.

29. Substitute First Mortgage. In the event of an event of default under the First Mortgage not caused by Trustor and to cure the default, Trustor may attempt to refinance the outstanding balance of the First Mortgage from the proceeds of a loan ("Refinancing Loan"), Beneficiary agrees to cause the lien of this Deed of Trust (and the lien of ancillary documents relative thereto) to be subordinated to the lien of documents securing repayment of the Refinancing Loan provided that (i) the nonmonetary terms, provisions and conditions of the Refinancing Loan are not more onerous than those of the First Mortgage, (ii) the Refinancing Loan is self-amortizing and matures not later than five years after the originally scheduled maturity of the First Mortgage, (iii) the principal amount thereof does not exceed the unpaid principal balance of the First Mortgage (including all late charges and prepayment premiums) plus customary costs, fees and expenses payable to the refinancing lender, Beneficiary and Trustor, and the attorneys for the refinancing lender, Beneficiary and Trustor, any mortgage banker who arranged for the Refinancing Loan and the title insurance company which shall insure the lien of the mortgage or deed of trust securing repayment of the Refinancing Loan, and (iv) the monthly debt service payments under the Refinancing Loan do not exceed the amount of the aggregate monthly debt service payable under the Note, the Other Notes and the monthly rental under the Groundleases.

30. Maximum Amount. The maximum indebtedness secured by this Deed of Trust shall be ONE HUNDRED MILLION DOLLARS (\$100,000,000.00).

31. Groundlease. Trustor agrees (i) to duly and punctually perform, observe and pay all of the covenants, terms, provisions, conditions, agreements and payments required to be performed observed, or paid pursuant to the Groundlease, and (ii) there shall be no modification, amendment, termination or extension of the Groundlease except as permitted therein, without the prior written consent of Beneficiary.

It is hereby agreed that the fee title and the leasehold estate in the property demised by the Groundlease shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates in either the landlord thereunder, the Trustor or a third party, whether by purchase or otherwise. If the Trustor acquires the fee title or any other estate, title or interest in the property demised by the Groundlease, or any part thereof, the lien of this Deed of Trust shall attach to, cover and be

a lien upon such acquired estate, title or interest and same shall thereupon be and become a part of the Trust Property with the same force and effect as is specifically encumbered herein. The Trustor agrees to execute all instruments and documents which the Trustor may reasonably require to ratify, confirm and further evidence the lien on the acquired estate, title or interest. Furthermore, the Trustor hereby appoints the Beneficiary its true and lawful attorney-in-fact to execute and deliver all such instruments and documents in the name and on behalf of the Trustor. This power, being coupled with an interest, shall be irrevocable as long as the Indebtedness remains unpaid.

32. Exculpation. No personal liability shall be asserted or be enforceable against the Trustor (or any general or limited partner of Trustor or any officer, director, shareholder or employee of any general or limited partner) because or in respect of this instrument, all such liability, if any, being expressly waived by the Beneficiary and Trustee, and each original and successive holder of the Subject Note accepts the same upon the express condition that in case of default hereunder or in the payment of the Subject Note, or any installment thereof, the sole recourse of the holder of the Subject Note, Beneficiary and Trustee shall be by the exercise of the remedies set forth herein, or in other documentation securing repayment of the Subject Note, against only all security given for repayment of the Subject Note including the Trust Property, Association Leases or other property securing Trustor's obligations and not against Trustor or any of its partners, their shareholders, directors, officers or employees personally.

Trustee and Beneficiary hereby waive any and all rights now or hereafter existing at law, in equity, or by statute including without limitation, the Bankruptcy Reform Act of 1978 or any other Federal or State bankruptcy law wherein Trustee and Beneficiary may elect to convert the obligation of the Trustor (or any partner of Trustor) hereunder to other than a non-recourse obligation, or to otherwise permit such obligation to be treated as a recourse obligation and Trustee and Beneficiary hereby covenant and agree not to seek to assert or enforce any personal liability against the Trustor (or any partner of Trustor) hereunder.

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

AMERICAN NEBRASKA LIMITED
PARTNERSHIP, an Illinois
limited partnership

By: _____
Its General Partner

JOINDER OF FEE OWNER

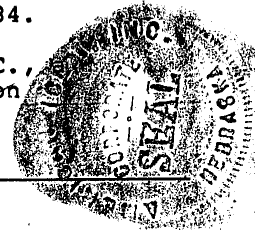
The undersigned, AMERICAN ICL I, INC., a Nebraska corporation, hereby joins in the within and foregoing instrument for the purpose of subjecting and subordinating thereto, and hereby subjects and subordinates thereto, all of its right, title and interest in and to the Trust Property to the fullest extent as if the undersigned was the named Trustor thereunder.

It is expressly understood and agreed, anything herein to the contrary notwithstanding, no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned, its officers, directors, shareholders or agents on account of this Agreement or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of Trustor in the foregoing instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the Beneficiary and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 15th day of July, 1984.

AMERICAN ICL I, INC.,
Nebraska corporation

By: 



ATTEST:

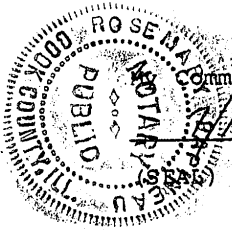


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ROSEMARY PAPINEAU, a Notary Public in and for the County and State aforesaid, do hereby certify that RICHARD G. FANSLON and STEVEN H. BLUMENFELD, respectively, the (Vice) President and (Assistant) Secretary of AMERICAN ICL I, INC., a Nebraska corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers of said corporation, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth, and the said (Assistant) Secretary of said corporation then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix such corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th
day of OCTOBER, 1984.

Rosemary Papineau
Notary Public



Commission Expires: _____

10/14/87

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ROSEMARY PAPINEAU, a Notary Public in and for the County and State aforesaid, do hereby certify that THEODORE P. NETZKY, who IS personally known to me to be the same person whose name IS subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of OCTOBER, 1984.

Rosemary Papineau
Notary Public



My Commission Expires:

7/14/87

LOCATION NO. 1
206 & 238 South 13th Street
Lincoln, Nebraska

Fee simple in the West 10 feet of Lot 4 and all of Lot 5 and Lot 6, Block 65, Original Lincoln, Lancaster County, Nebraska; and Leasehold estate in and with regard to Lots 7, 8 and 9, Block 65, Original Lincoln, Lancaster County, Nebraska by virtue of that certain lease dated July 28, 1948 commencing January 1, 1949 for a term expiring December 31, 2048 filed February 21, 1950 in Book 442, Page 131 executed by St. Mary's Cathedral of Lincoln, Nebraska, Lessor, and Lincoln Development Company, Lessee; Leasehold estate in and with regard to Lot 10, Block 65, Original Lincoln, Lancaster County, Nebraska by virtue of that certain lease dated July 28, 1948 commencing January 1, 1949 for a term expiring December 21, 2048 and filed December 10, 1949 in Book 438, page 673 executed by St. Mary's Cathedral of Lincoln, Nebraska, Lessor, and the Lincoln Telephone and Telegraph Company, Lessee, assigned by lessee to Lincoln Development Company by the instrument filed February 21, 1950 in Book 442, Page 123, the entirety of such leasehold estate having been assigned by lessee, Lincoln Development Company, to State Federal Savings and Loan Association by the instrument dated June 16, 1980 and filed June 19, 1980 as Inst. No. 80 11152, as further assigned by lessee to American Charter Federal Savings and Loan Association by the instrument dated September 15, 1983 and filed September 16, 1983 as Inst. No. 83-19237, assigned by lessee, American Charter Federal Savings and Loan Association to American UTF, Inc., by the instrument dated and filed October 5, 1983 as Inst. No. 83-20995, further assigned by lessee, American UTF, Inc., to American ICL II, Inc., by the instrument filed March 27, 1984 as Inst. No. 84-6763, subject to all of the provisions therein contained.

EXHIBIT A

LOCATION NO. 1
206 & 238 South 13th Street
Lincoln, Nebraska

Fee simple in the West 10 feet of Lot 4 and all of Lot 5 and Lot 6, Block 65, Original Lincoln, Lancaster County, Nebraska; and Leasehold estate in and with regard to Lots 7, 8 and 9, Block 65, Original Lincoln, Lancaster County, Nebraska by virtue of that certain lease dated July 28, 1948 commencing January 1, 1949 for a term expiring December 31, 2048 filed February 21, 1950 in Book 442, Page 131 executed by St. Mary's Cathedral of Lincoln, Nebraska, Lessor, and Lincoln Development Company, Lessee; Leasehold estate in and with regard to Lot 10, Block 65, Original Lincoln, Lancaster County, Nebraska by virtue of that certain lease dated July 28, 1948 commencing January 1, 1949 for a term expiring December 21, 2048 and filed December 10, 1949 in Book 438, page 673 executed by St. Mary's Cathedral of Lincoln, Nebraska, Lessor, and the Lincoln Telephone and Telegraph Company, Lessee, assigned by lessee to Lincoln Development Company by the instrument filed February 21, 1950 in Book 442, Page 123, the entirety of such leasehold estate having been assigned by lessee, Lincoln Development Company, to State Federal Savings and Loan Association by the instrument dated June 16, 1980 and filed June 19, 1980 as Inst. No. 80 11152, as further assigned by lessee to American Charter Federal Savings and Loan Association by the instrument dated September 15, 1983 and filed September 16, 1983 as Inst. No. 83-19237, assigned by lessee, American Charter Federal Savings and Loan Association to American UTF, Inc., by the instrument dated and filed October 5, 1983 as Inst. No. 83-20995, further assigned by lessee, American UTF, Inc., to American ICL II, Inc., by the instrument filed March 27, 1984 as Inst. No. 84-6763, subject to all of the provisions therein contained.

EXHIBIT A

Location No. 1
206 & 238 South 13th Street
Lincoln, Nebraska

PURCHASE MONEY
WRAPAROUND INSTALLMENT NOTE

\$17,012,037.00

July 15, 1984

FOR VALUE RECEIVED the undersigned, AMERICAN NEBRASKA LIMITED PARTNERSHIP, an Illinois limited partnership (herein called "Borrower"), promises to pay to the order of BEARER (together with each and every owner and holder of this Note called "Lender") without deduction or setoff, the principal sum of SEVENTEEN MILLION TWELVE THOUSAND THIRTY-SEVEN DOLLARS (\$17,012,037.00), together with an annual rate of interest ("Basic Interest") on said sum, payable in the manner and at the times hereinafter provided. Basic Interest shall be charged from and after the Acquisition Date (hereinafter defined) computed daily for each day or part thereof that all or any portion of the principal balance shall be outstanding, with the per diem amount based upon a three hundred sixty-five (365) day year. Interest shall not be compounded.

The meaning of certain words, terms or phrases used herein shall be as follows:

- 1) "Maturity Date" - The first to occur of (i) October 1, 2003, subject to extension as hereinafter provided to a date which is forty (40) years after the Acquisition Date as hereinafter defined, but in no event later than August 31, 2024 or (ii) acceleration of the amount due hereunder upon a default by Borrower.
- 2) "Premises" - The improvements situated on the property described in the deed of trust of even date herewith securing repayment of this Note, together with the lessee's interest in the real property on which the improvements are situated, created pursuant to the terms of that certain Groundlease bearing even date herewith (the "Groundlease") between Borrower, as lessee and American ICL I, Inc., as lessor.
- 3) "Purchase Contract" - The agreement dated April 15, 1984 as amended and restated as of July 15, 1984 pursuant to which Borrower agreed to acquire the Premises.
- 4) "Acquisition Date" - September 1, 1984.
- 5) "American Charter" - AMERICAN CHARTER FEDERAL SAVINGS AND LOAN ASSOCIATION.
- 6) "Charter Properties" - The eighteen (18) parcels of fee simple real property (including the Premises) and two (2) leasehold estates located throughout Nebraska, all of which are leased to American Charter.

EXHIBIT B

7) "Other Notes" - The seventeen (17) other Purchase Money Wraparound Installment Notes of even date herewith given as part payment of the purchase price for the interest of Borrower in the Charter Properties other than the Premises acquired pursuant to the Purchase Contract.

8) "Loan Year" - The first Loan Year shall mean and refer to the period commencing as of the Acquisition Date and ending October 1, 1984. Each Loan Year thereafter shall refer to each subsequent twelve (12) month period, except that if all renewal options are exercised the last Loan Year will begin on October 1, 2023 and conclude on August 31, 2024.

9) "Other Groundleases" - The seventeen (17) other groundleases of even date herewith pursuant to which Borrower has acquired a leasehold estate in and to the real property which together with the improvements situated thereon constitutes the Charter Properties other than the Premises.

This Note is given to evidence a loan used as part payment of the purchase price payable in connection with Borrower's acquisition of the Premises.

Basic Interest shall be charged hereon at the rate ("Prescribed Rate") equal to the national index of the Effective Rate on the Purchase of Previously Occupied Homes for All Major Lenders or comparable substitute index designated by Lender if the foregoing ceases to be published (collectively called the "Index") on the June 30th immediately preceding the inception of each Loan Year. The determination of the Prescribed Rate for the first (1st) Loan Year shall be predicated upon the Index in effect on the Acquisition Date. Notwithstanding the foregoing, Basic Interest shall at all times prior to maturity be payable at the rate ("Collectible Rate") of TEN and SIXTY-FIVE ONE HUNDREDTHS PERCENT (10.65%) per annum during the period commencing on the Acquisition Date through and including August 31, 1989 and TEN and ONE-HALF PERCENT (10.5%) per annum thereafter until the Maturity Date.

Principal and interest shall be paid as follows:

a) Basic Interest, only, shall be paid in advance, at the Collectible Rate of TEN AND SIXTY-FIVE ONE HUNDREDTHS PERCENT (10.65%) per annum on the Acquisition Date for the period commencing with the Acquisition Date and ending with the last day of the month in which the Acquisition Date occurs and thereafter on the first day of each calendar month through and including August 1, 1989.

b) On the first day of September, 1989 and on the first day of each month thereafter the Borrower shall pay principal and Basic Interest (at the Collectible Rate of TEN and ONE-HALF PERCENT (10.5%) per annum) in accordance with the schedule attached to this Note (which schedule is based on monthly payments computed at an annual constant of TEN and SEVEN HUNDRED SEVENTY-SIX ONE THOUSANDS PERCENT (10.7776%) and amortization over a thirty-five (35) year term).

c) All interest at the Prescribed Rate in excess of interest payable at the Collectible Rate shall

accrue and, subject to prepayment as hereinafter provided and extension of the Maturity Date as herein provided, shall be payable on October 1, 2003. Prior to maturity, interest shall not be charged on interest which accrues and remains unpaid pursuant to the provisions of this paragraph. If interest computed at the Prescribed Rate is less than the amount of interest paid at the Collectible Rate, the excess interest paid ("Prepaid Interest") shall be applied at the Maturity Date first to the payment of reimbursable expenses under the Mortgage (hereinafter defined) and the balance to the payment of interest which has then accrued; provided, however, if as of the Maturity Date (as such date may be extended) there is no unpaid accrued interest, then the balance, if any, of such Prepaid Interest shall be applied to the payment of principal. Prepaid Interest shall not bear interest.

d) Subject to acceleration on account of a default hereunder and Borrower's right to extend the Maturity Date as hereinafter provided, Borrower shall pay the outstanding principal balance hereon together with all accrued Basic Interest on the first (1st) day of October, 2003.

Subject to the application to reimbursable expenses as more fully provided in the Mortgage (as hereinafter defined), all payments on account of the indebtedness evidenced by this Note shall be first applied to Basic Interest at the Collectible Rate and then to principal and the balance to accrued interest.

The Maturity Date may be extended for up to three (3) successive periods of five (5) years each, and for a fourth (4th) period to August 31, 2024 (each such additional period being referred to as an "Extended Period"), provided that Borrower has complied with the following conditions:

a) Borrower shall notify Lender by written notice ("Extension Notice") that the option to extend has been exercised, which notice must be given to Lender not less than ninety (90) days prior to the end of the original term or the Extended Period then in effect as the case may be;

b) Borrower shall pay an extension fee of FIFTY THOUSAND ONE HUNDRED EIGHTY-THREE DOLLARS (\$50,183.00) by cashier's or certified check concurrent with the giving of each Extension Notice;

c) The Maturity Date shall not then have been accelerated on account of the Borrower's default prior to the commencement of any such Extended Period;

d) All preceding renewal options shall have been effectively exercised and the respective Extended Period commenced;

e) As of the inception of an Extended Period, Borrower shall have effectively extended the maturity of the Other Notes which then remain cross defaulted with this Note, or shall have paid in full all sums evidenced thereby.

Borrower hereby agrees to duly and punctually pay all sums due under the Other Notes and the Other Groundleases. Borrower shall be in default hereunder without notice or period of grace if Borrower shall default under one or more of the Other Notes or any one or more of the Other Groundleases and any applicable grace period thereunder shall have elapsed and, for purposes of determining said default, the terms, provisions and conditions of the Other Notes or the Other Groundleases are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length. This paragraph shall be of no effect as to such of the Other Notes and the Other Groundleases made in conjunction with Borrower's acquisition of those of the Charter Properties for which American Charter has not renewed its lease following expiration of the original term thereof on October 31, 2003, or any extended term thereof, or as to which American Charter's lease has theretofore terminated in connection with a liquidation or insolvency of American Charter or as otherwise provided in the American Charter Lease and the interest of Borrower in the property so affected is conveyed to Lender within six (6) months after the lease termination; provided, that in the event of such conveyance Borrower shall provide Lender with an owner's title insurance policy in the aggregate amount of (a) the unpaid balance of the Other Note so affected and (b) the Lease Termination Fee (as defined in the Other Groundlease so affected) of the Other Groundlease so affected, subject only to Permitted Exceptions (as that term is defined in the Purchase Contract) and such other exceptions as may have been approved by Lender or as may have been caused by the American Charter without the concurrence of Borrower, together with acts of Lender.

This Note is secured, among other things, by (a) a wraparound mortgage or deed of trust (the "Mortgage") creating a lien on the Premises and personal property located thereon, (b) an assignment of rents and leases, and (c) Uniform Commercial Code financing statements. All of said documents bear even date herewith and are collectively referred to as the "Security Documents". All of the terms, provisions and conditions of the Security Documents, including but not limited to the Events of Default thereunder, are incorporated herein by reference with the same force and effect as if each and every term, condition and provision thereof was recited herein at length.

The amount of Lender's Equity (as hereinafter defined) may be prepaid at any time without premium, notice or consent by Lender. For purposes hereof, Lender's Equity shall mean an amount equal to the difference between the principal balance of this Note, plus the Other Notes and the unpaid balance of the Prior Debt, as hereinafter defined and following the release of the Prior Debt, Lender's Equity shall mean the unpaid principal balance of this Note. The balance of the loan may be prepaid in whole or in part only in accordance with the terms and upon payment of such penalties or premiums required under the terms of the Prior Loan Documents (as hereinafter defined). Notwithstanding the foregoing, prepayment without premium or penalty shall be permitted at any time from the proceeds of casualty insurance or condemnation not devoted to the repair or reconstruction of the Premises, or from the proceeds of the sale of the Premises to American Charter following such casualty

or condemnation in accordance with its lease. Upon the full payment of the Lender's Equity and the full performance of all of the covenants and conditions contained herein and in the Security Documents, Lender shall cancel this Note and cause the Mortgage and other Security Documents to be released of record; provided that all costs and expenses incurred by Lender to release the Security Documents shall be paid by Borrower.

It is understood and agreed that the loan evidenced hereby together with the loans evidenced by the Other Notes collectively constitute a wraparound loan, and that the lien of the Security Documents and the right title and interest of the holder of this Note is subject, junior and subordinate in right to the lien in favor of NATIONAL BANK OF COMMERCE TRUST AND SAVINGS ASSOCIATION, Trustee for the benefit of GREYCAS, INC. ("Greycas"), as created by a deed of trust and assignment of leases (collectively referred to as the "Prior Security Documents" and which, together with the Note secured thereby, are called the "Prior Loan Documents") given to secure a loan ("Prior Debt") in the original amount of TWENTY-NINE MILLION FOUR HUNDRED NINETY-ONE THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS (\$29,491,971.00). The Lender and each and every successive owner and holder of this Note, by its acceptance hereof, has agreed and does agree that prior to the Maturity Date so long as payments made hereunder and under the Other Notes by Borrower shall have cleared the bank upon which they were drawn, the Lender will pay the regular monthly installments of principal and interest on the Prior Debt (excluding any balloon payments and further excluding all release fees and all other amounts in addition to said principal amount and interest thereon) as and when the same becomes due under the terms of the Note secured by the Prior Security Documents provided there is not otherwise a default or other circumstance under the Prior Loan Documents resulting in an acceleration of maturity thereof which is caused by the act or omission by Borrower. In addition, to the extent received by Lender all "involuntary prepayments" as described in the Prior Loan Documents shall be timely remitted by Lender to the holder of the Prior Debt. The obligation of the Borrower to pay principal and interest hereon shall be deemed satisfied to the extent that funds from any source are received and applied by GREYCAS as a payment of principal or interest on the Prior Debt. Each and every provision of the foregoing paragraph shall also apply to any Refinancing Loan permitted pursuant to the terms of the Mortgage.

In the event that the American Charter lease for the Premises shall be terminated as a consequence of casualty damage or condemnation and the insurance proceeds, condemnation award or sales proceeds paid by American Charter to acquire the Premises following casualty damage or condemnation are paid to Greycas as an Involuntary Partial Prepayment of the Prior Debt, such proceeds actually paid in cash shall be deemed applied as credits to the extent of such proceeds and applied by Lender in the following manner:

(a) First, to the payment of reimbursable expenses, and then to the payment of this Note in the priority hereinbefore set forth;

(b) Second, to the payment of the Lease Termination Fee, as defined in the Groundlease, in the

event that American Charter acquires the Premises pursuant to its lease for the Premises or in the event of a condemnation of the Premises;

(c) Third, to the payment of the Lease Termination Fee for any of the Other Groundleases which have heretofore been terminated as a consequence of casualty or condemnation and for which the Landlord thereunder has not received payment or credit for the applicable Lease Termination Fee;

(d) Fourth, any excess shall be deemed to be a partial prepayment of the then remaining Other Notes on a pro rata basis;

(e) Fifth, to the payment of reimbursable expenses and other amounts due under the Other Groundleases and then to rentals and other sums last coming due under the Other Groundleases.

The monthly installments due under the Other Notes shall be reduced to the extent that the monthly installments under the Note secured by Prior Loan Documents is reduced and the amount of reduction under the Prior Loan documents shall be allocated among the Other Notes on a prorata basis.

All sales proceeds paid by American Charter to acquire the Premises pursuant to an option to purchase the Premises under the American Charter lease shall be paid to Lender and applied and/or distributed by Lender in accordance with the terms of the provisions set forth above.

In addition to all other obligations of Borrower hereunder, Borrower further agrees to duly and punctually pay and perform all sums required to be paid and obligations to be performed under the Groundlease. The terms, provisions and conditions of the Groundlease are incorporated herein by reference with full force and effect as if each and every such provision was recited herein at length. A default under the Groundlease after the passage of any applicable grace period shall constitute a default hereunder without additional notice or period of grace.

The initial Lender's Equity in this Note and the Other Notes, in the aggregate, shall be in an amount equal to the difference between the face amount of this Note plus the Other Notes and the unpaid balance of the Prior Debt on the Acquisition Date. Nonetheless, the Borrower has agreed and does hereby agree that the Borrower will pay, when due, the full amount of each and every installment of principal and interest above required to be paid hereon as if the entire loan amount evidenced by this Note had been disbursed to the Borrower in cash.

As provided in the Security Documents, Borrower has agreed to and is obligated to perform and observe and pay all of the terms, provisions, conditions, agreements and payments required to be performed, observed or paid under the Prior Loan Documents other than payments of principal and interest and involuntary prepayments upon the Prior Debt to the extent required to be made by the Lender as set forth above.

Except as specifically set forth above, nothing herein or in the Security Documents shall require, obligate or make liable Lender to perform, observe or pay any of the

terms, provisions, conditions, agreements or payments required to be performed, observed or paid pursuant to the Prior Loan Documents (including, without limitation any release fees or other amounts in addition to the regular installments of principal and interest on the Prior Debt); provided, however, to the extent required to prevent or cure any default under the Prior Loan Documents the Lender may, at its sole discretion, perform, observe or pay all or any such terms, provisions, conditions, agreements or payments and do and make any and all such acts, things and payments; and any monies advanced or expended by the holder hereof shall be so much additional indebtedness evidenced hereby and shall be immediately due and payable with interest at the Default Rate as hereinafter defined from the date expended to the date paid upon five (5) days prior written notice.

Pursuant to the terms of the Prior Loan Documents, Greycas is the beneficiary of a letter of credit (the "Letter of Credit") to provide additional security for the monthly installments of principal and interest due thereon during the next successive twenty-six (26) calendar months of the term of the Prior Loan Documents. It is understood and agreed that in the event that Greycas presents the Letter of Credit for payment as a result of a default in the payment of any installment of principal or interest due thereon for reasons other than through the failure of American Charter to pay its monthly rentals under its lease, the proceeds of the Letter of Credit shall be deemed to be received by Lender and applied against the indebtedness evidenced hereby on a monthly basis to the extent required to satisfy any difference between the monthly amounts due Greycas under the Prior Loan Documents and the monthly rentals paid by American Charter pursuant to the terms of the leases.

Upon default hereunder the Lender may, at any time or from time to time so long as the default remains uncured, as permitted by the Prior Loan Documents, prepay all or any part of the Prior Debt; provided that in such case any prepayment premium, release fee, penalty or charge shall be paid by the Borrower.

It is understood and agreed that:

a) If one or more of the following events (herein called "Events of Default") shall occur:

i) If a default be made in the payment of any sum required to be paid hereunder and such default is not cured within six (6) days after the same is due; or

ii) If a default be made in the due and punctual performance or observance of any other agreement or condition contained herein or in the Security Documents and any applicable grace period thereunder shall have elapsed,

then, at the election of Lender and without further notice, the outstanding principal balance hereof, together with all accrued but unpaid interest and all other obligations of Borrower secured by the Security Documents, shall be and become at once due and payable at the place herein provided for payment.

b) From and after the occurrence of a default and the passage of any applicable grace period, the interest payable hereon shall be at the rate (the "Default Rate") equal to the greater of: (i) TWO PERCENT (2%) per annum in excess of the prime rate of interest announced from time to time as being charged by CITIBANK, N.A., in New York, New York, or (ii) EIGHTEEN PERCENT (18%) per annum, until such Event of Default is cured or until the issuance of a foreclosure decree, whichever first occurs.

c) Without limiting the provisions of the preceding clauses (a) and (b), in the event that tenants of the Premises shall pay rent directly to Borrower or Borrower's agent and, to the extent of principal and payments of Basic Interest at the Collectible Rate hereunder, such rent is not remitted to Lender within two (2) business days after receipt thereof, then if any installment of principal or interest is not paid when due, Borrower shall pay a "Late Charge" of TEN PERCENT (10%) of the amount so overdue to defray the expenses incidental to handling any such delinquent payment or payments.

d) Borrower shall additionally pay all late charges, default interest amounts, penalties, costs, fees and expenses charged by the holder of the Prior Debt directly or indirectly resulting from or as a consequence of a default by Borrower hereunder.

The exercise of the remedies granted herein and in the Security Documents is subject to the terms of the Extended Cure Period as defined in Section 11 of the Mortgage.

All payments due hereunder will be payable at such banking house or trust company in Chicago, Illinois, as the Lender may from time to time, in writing appoint, and in the absence of such appointment, then at the office of AMERICAN ICL I, INC., 1430 S.W. Broadway, Portland, Oregon 97201.

Any notice to Borrower provided in this Note shall be given by mailing such notice by United States certified mail, return receipt requested, addressed to Borrower c/o Theodore Netzky, 180 North LaSalle Street, Suite 3600, Chicago, Illinois 60601, or to such other address as Borrower may designate by notice to the Lender. A copy of all notices to Borrower shall be sent to each of Martin S. Appel and Raymond S. Kaplan, Rudin, Richman & Appel, 9601 Wilshire Boulevard, Penthouse, Beverly Hills, California 90210-5270, and to Robert W. Newman, Arvey, Hodes, Costello & Burman, 180 North LaSalle Street, Chicago, Illinois 60601. Any notice to Lender shall be given by mailing such notice by United States certified mail, return receipt requested, at the address provided herein for payments upon this Note, with a copy to Richard Fanslow, 5722 Dempster Street, Morton Grove, Illinois 60053, and to Martin K. Blonder, Rosenthal and Schanfield, 55 East Monroe Street, Suite 4620, Chicago, Illinois 60603, or at such other address as may have been designated by notice to Borrower.

Borrower represents that the transaction pursuant to which this Note is delivered was negotiated and closed in the State of Illinois and that Borrower's principal office is situated in Illinois. Borrower and Lender have thus agreed that the loan evidenced hereby shall be governed by and construed in accordance with the laws of the State of

Illinois. Borrower hereby submits to personal jurisdiction in the State of Illinois for the enforcement of Borrower's obligations hereunder and under the Security Documents and waives any and all personal rights under the laws of any other state to object to jurisdiction within such state for the purposes of litigation to enforce such obligations of Borrower.

Borrower represents that the indebtedness evidenced hereby constitutes a loan made by Lender to enable Borrower to carry on its business of acquiring, owning and operating real property for business or investment purposes, and that the rate of interest charged hereunder is exempt from the usury limitations in accordance with the terms of Section 6404 of Chapter 17 of the Illinois Revised Statutes.

In the event that this Note is placed in the hands of an attorney at law for collection after maturity or upon default or in the event that proceedings at law, in equity or bankruptcy, receivership or other legal proceedings are instituted in connection herewith, or in the event that this Note is placed in the hands of an attorney-at-law to enforce any of the rights or agreements contained herein or in any one or more of the Security Documents or any other instruments given as security for or related to the indebtedness evidenced hereby or thereby, Borrower shall pay all costs of collecting or attempting to collect this Note or protecting or enforcing such rights, including, without limitation, reasonable attorneys' fees in addition to all principal, interest and other amounts payable hereunder; and all amounts shall be and be deemed to be secured by the Security Documents.

The undersigned does hereby waive demand, presentment for payment, notice of protest and protest and does hereby waive notice of and consents to any and all extensions of this Note, the release of all or any part of the security for the payment hereof. Any such extension or release may be made at any time and from time to time without giving notice to the undersigned.

It has been agreed between Lender and Borrower that this Note and the Other Notes shall at all times be owned by the same person or entity and, accordingly, this Note may be voluntarily assigned only to such person or entity who from time to time owns and holds the Other Notes.

No personal liability shall be asserted or be enforceable against the Borrower (or any general or limited partner of Borrower or any shareholder, director, officer or employee of any such general or limited partner of Borrower) because or in respect of this Note or in the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, and each original and successive holder of this Note accepts the same upon the express condition that in case of default in the payment of this Note, or any installment thereof, the sole recourse of the holder hereof shall be by the exercise of the remedies set forth in the Security Documents against only the security given for repayment of this Note and not against Borrower or any partner of Borrower or any shareholder, director, officer or employee of any such general or limited partner of Borrower personally.

terms, provisions, conditions, agreements or payments required to be performed, observed or paid pursuant to the Prior Loan Documents (including, without limitation any release fees or other amounts in addition to the regular installments of principal and interest on the Prior Debt); provided, however, to the extent required to prevent or cure any default under the Prior Loan Documents the Lender may, at its sole discretion, perform, observe or pay all or any such terms, provisions, conditions, agreements or payments and do and make any and all such acts, things and payments; and any monies advanced or expended by the holder hereof shall be so much additional indebtedness evidenced hereby and shall be immediately due and payable with interest at the Default Rate as hereinafter defined from the date expended to the date paid upon five (5) days prior written notice.

Pursuant to the terms of the Prior Loan Documents, Greycas is the beneficiary of a letter of credit (the "Letter of Credit") to provide additional security for the monthly installments of principal and interest due thereon during the next successive twenty-six (26) calendar months of the term of the Prior Loan Documents. It is understood and agreed that in the event that Greycas presents the Letter of Credit for payment as a result of a default in the payment of any installment of principal or interest due thereon for reasons other than through the failure of American Charter to pay its monthly rentals under its lease, the proceeds of the Letter of Credit shall be deemed to be received by Lender and applied against the indebtedness evidenced hereby on a monthly basis to the extent required to satisfy any difference between the monthly amounts due Greycas under the Prior Loan Documents and the monthly rentals paid by American Charter pursuant to the terms of the leases.

Upon default hereunder the Lender may, at any time or from time to time so long as the default remains uncured, as permitted by the Prior Loan Documents, prepay all or any part of the Prior Debt; provided that in such case any prepayment premium, release fee, penalty or charge shall be paid by the Borrower.

It is understood and agreed that:

a) If one or more of the following events (herein called "Events of Default") shall occur:

i) If a default be made in the payment of any sum required to be paid hereunder and such default is not cured within six (6) days after the same is due; or

ii) If a default be made in the due and punctual performance or observance of any other agreement or condition contained herein or in the Security Documents and any applicable grace period thereunder shall have elapsed,

then, at the election of Lender and without further notice, the outstanding principal balance hereof, together with all accrued but unpaid interest and all other obligations of Borrower secured by the Security Documents, shall be and become at once due and payable at the place herein provided for payment.

b) From and after the occurrence of a default and the passage of any applicable grace period, the interest payable hereon shall be at the rate (the "Default Rate") equal to the greater of: (i) TWO PERCENT (2%) per annum in excess of the prime rate of interest announced from time to time as being charged by CITIBANK, N.A., in New York, New York, or (ii) EIGHTEEN PERCENT (18%) per annum, until such Event of Default is cured or until the issuance of a foreclosure decree, whichever first occurs.

c) Without limiting the provisions of the preceding clauses (a) and (b), in the event that tenants of the Premises shall pay rent directly to Borrower or Borrower's agent and, to the extent of principal and payments of Basic Interest at the Collectible Rate hereunder, such rent is not remitted to Lender within two (2) business days after receipt thereof, then if any installment of principal or interest is not paid when due, Borrower shall pay a "Late Charge" of TEN PERCENT (10%) of the amount so overdue to defray the expenses incidental to handling any such delinquent payment or payments.

d) Borrower shall additionally pay all late charges, default interest amounts, penalties, costs, fees and expenses charged by the holder of the Prior Debt directly or indirectly resulting from or as a consequence of a default by Borrower hereunder.

The exercise of the remedies granted herein and in the Security Documents is subject to the terms of the Extended Cure Period as defined in Section 11 of the Mortgage.

All payments due hereunder will be payable at such banking house or trust company in Chicago, Illinois, as the Lender may from time to time, in writing appoint, and in the absence of such appointment, then at the office of AMERICAN ICL I, INC., 1430 S.W. Broadway, Portland, Oregon 97201.

Any notice to Borrower provided in this Note shall be given by mailing such notice by United States certified mail, return receipt requested, addressed to Borrower c/o Theodore Netzky, 180 North LaSalle Street, Suite 3600, Chicago, Illinois 60601, or to such other address as Borrower may designate by notice to the Lender. A copy of all notices to Borrower shall be sent to each of Martin S. Appel and Raymond S. Kaplan, Rudin, Richman & Appel, 9601 Wilshire Boulevard, Penthouse, Beverly Hills, California 90210-5270, and to Robert W. Newman, Arvey, Hodes, Costello & Burman, 180 North LaSalle Street, Chicago, Illinois 60601. Any notice to Lender shall be given by mailing such notice by United States certified mail, return receipt requested, at the address provided herein for payments upon this Note, with a copy to Richard Fanslow, 5722 Dempster Street, Morton Grove, Illinois 60053, and to Martin K. Blonder, Rosenthal and Schanfield, 55 East Monroe Street, Suite 4620, Chicago, Illinois 60603, or at such other address as may have been designated by notice to Borrower.

Borrower represents that the transaction pursuant to which this Note is delivered was negotiated and closed in the State of Illinois and that Borrower's principal office is situated in Illinois. Borrower and Lender have thus agreed that the loan evidenced hereby shall be governed by and construed in accordance with the laws of the State of

Illinois. Borrower hereby submits to personal jurisdiction in the State of Illinois for the enforcement of Borrower's obligations hereunder and under the Security Documents and waives any and all personal rights under the laws of any other state to object to jurisdiction within such state for the purposes of litigation to enforce such obligations of Borrower.

Borrower represents that the indebtedness evidenced hereby constitutes a loan made by Lender to enable Borrower to carry on its business of acquiring, owning and operating real property for business or investment purposes, and that the rate of interest charged hereunder is exempt from the usury limitations in accordance with the terms of Section 6404 of Chapter 17 of the Illinois Revised Statutes.

In the event that this Note is placed in the hands of an attorney at law for collection after maturity or upon default or in the event that proceedings at law, in equity or bankruptcy, receivership or other legal proceedings are instituted in connection herewith, or in the event that this Note is placed in the hands of an attorney-at-law to enforce any of the rights or agreements contained herein or in any one or more of the Security Documents or any other instruments given as security for or related to the indebtedness evidenced hereby or thereby, Borrower shall pay all costs of collecting or attempting to collect this Note or protecting or enforcing such rights, including, without limitation, reasonable attorneys' fees in addition to all principal, interest and other amounts payable hereunder; and all amounts shall be and be deemed to be secured by the Security Documents.

The undersigned does hereby waive demand, presentment for payment, notice of protest and protest and does hereby waive notice of and consents to any and all extensions of this Note, the release of all or any part of the security for the payment hereof. Any such extension or release may be made at any time and from time to time without giving notice to the undersigned.

It has been agreed between Lender and Borrower that this Note and the Other Notes shall at all times be owned by the same person or entity and, accordingly, this Note may be voluntarily assigned only to such person or entity who from time to time owns and holds the Other Notes.

No personal liability shall be asserted or be enforceable against the Borrower (or any general or limited partner of Borrower or any shareholder, director, officer or employee of any such general or limited partner of Borrower) because or in respect of this Note or in the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, and each original and successive holder of this Note accepts the same upon the express condition that in case of default in the payment of this Note, or any installment thereof, the sole recourse of the holder hereof shall be by the exercise of the remedies set forth in the Security Documents against only the security given for repayment of this Note and not against Borrower or any partner of Borrower or any shareholder, director, officer or employee of any such general or limited partner of Borrower personally.

The Lender hereby waives any and all rights now or hereafter existing at law, in equity, or by statute including without limitation, the Bankruptcy Reform Act of 1978 or any other Federal or State bankruptcy law wherein the Lender may elect to convert the obligation of the Borrower (or any partner of Borrower) hereunder to other than a non-recourse obligation, or to otherwise permit such obligation to be treated as recourse obligation and Lender hereby covenants and agrees not to seek to assert or enforce any personal liability against the Borrower (or any partner of Borrower) hereunder.

BORROWER:

AMERICAN NEBRASKA LIMITED
PARTNERSHIP, an Illinois
limited partnership

By: _____
General Partner

PRINCIPAL 17,012,037.00
 RATE ADJUSTABLE FLOOR OF 12.5%
 TERM 40 YEARS
 ACCRUAL .0200
 RATE .105000 MONTHLY ANNUAL
 CONSTANT PAY .1077760 152,726.78 1,813,489.30
 FIRST FIVE YEARS INTEREST ONLY .1065000 PAY RATE .0185 ACCRUED
 .0185000

MONTH	LINCOLN: INTEREST	206 9 th 13TH PRINCIPAL	BALANCE	ACCRUAL
START			17,012,037.00	
1ST 8	150,981.83		17,012,037.00	1
9	150,981.83		17,012,037.00	2
10	150,981.83		17,012,037.00	3
11	150,981.83		17,012,037.00	4
12	150,981.83		17,012,037.00	5
PART 1	754,909.14		17,012,037.00	6
2	150,981.83		17,012,037.00	7
3	150,981.83		17,012,037.00	8
4	150,981.83		17,012,037.00	9
5	150,981.83		17,012,037.00	10
6	150,981.83		17,012,037.00	11
7	150,981.83		17,012,037.00	12
8	150,981.83		17,012,037.00	1
9	150,981.83		17,012,037.00	2
10	150,981.83		17,012,037.00	3
11	150,981.83		17,012,037.00	4
12	150,981.83		17,012,037.00	5
1ST 1	1,811,781.94		17,012,037.00	6
2	150,981.83		17,012,037.00	7
3	150,981.83		17,012,037.00	8
4	150,981.83		17,012,037.00	9
5	150,981.83		17,012,037.00	10
6	150,981.83		17,012,037.00	11
7	150,981.83		17,012,037.00	12
8	150,981.83		17,012,037.00	1
9	150,981.83		17,012,037.00	2
10	150,981.83		17,012,037.00	3
11	150,981.83		17,012,037.00	4
12	150,981.83		17,012,037.00	5
2ND 1	1,811,781.94		17,012,037.00	6
2	150,981.83		17,012,037.00	7
3	150,981.83		17,012,037.00	8
4	150,981.83		17,012,037.00	9
5	150,981.83		17,012,037.00	10
6	150,981.83		17,012,037.00	11
7	150,981.83		17,012,037.00	12
8	150,981.83		17,012,037.00	1
9	150,981.83		17,012,037.00	2
10	150,981.83		17,012,037.00	3
11	150,981.83		17,012,037.00	4
12	150,981.83		17,012,037.00	5
3RD 1	1,811,781.94		17,012,037.00	6
2	150,981.83		17,012,037.00	7
3	150,981.83		17,012,037.00	8
4	150,981.83		17,012,037.00	9
5	150,981.83		17,012,037.00	10
6	150,981.83		17,012,037.00	11
7	150,981.83		17,012,037.00	12
8	150,981.83		17,012,037.00	1
9	150,981.83		17,012,037.00	2
10	150,981.83		17,012,037.00	3
11	150,981.83		17,012,037.00	4
12	150,981.83		17,012,037.00	5
4TH 1	1,811,781.94		17,012,037.00	6
2	150,981.83		17,012,037.00	7
3	150,981.83		17,012,037.00	8
4	150,981.83		17,012,037.00	9
5	150,981.83		17,012,037.00	10
6	150,981.83		17,012,037.00	11
7	150,981.83		17,012,037.00	12
8	150,981.83		17,012,037.00	1
9	150,981.83		17,012,037.00	2
10	150,981.83		17,012,037.00	3
11	150,981.83		17,012,037.00	4
12	150,981.83		17,012,037.00	5
10TH			1,754,837.27	78,652.09

Due to the fact that the Acquisition Date occurred as of September 1, 1984, rather than August 1, 1984 (as contemplated by this schedule):

- (a) all dates, as set forth in this schedule, are hereby amended to occur one month later; and
- (b) the total aggregate annual payments, as set forth on this schedule, will be deemed amended to reflect the change in the payment dates.

The foregoing supersedes any inconsistencies in this schedule.

41

PRINCIPAL 17,012,037.00
 RATE ADJUSTABLE FLOOR OF 12.5%
 TERM 40 YEARS
 ACCRUAL .0200
 RATE :105000 MONTHLY ANNUAL
 CONSTANT PAY :1077760 152,790.78 1,833,489.36
 FIRST FIVE YEARS INTEREST ONLY .1065 PAY RATE .0185 ACCRUED

MONTH	LINCOLN: INTEREST	206 S. 11TH PRINCIPAL	BALANCE	ACCRUAL
START			15,207,858.17	
1	133,068.75	19,722.02	15,188,136.15	
2	132,896.19	19,294.59	15,168,841.56	
3	132,722.11	20,068.67	15,148,772.89	
4	132,546.51	20,244.27	15,127,528.63	
5	132,369.38	20,421.40	15,107,107.23	
6	132,190.69	20,606.09	15,086,501.13	
7	132,010.44	20,780.34	15,066,126.77	
8	131,828.61	20,952.17	15,045,174.62	
9	131,645.19	21,145.59	15,024,019.03	
10	131,460.17	21,330.61	15,002,688.41	
11	131,273.52	21,517.26	14,981,171.16	
12	131,085.25	21,705.53	14,959,465.63	
21ST	1,585,096.82	246,392.54		
1	130,895.32	21,895.46	14,937,570.17	
2	130,703.74	22,097.04	14,915,473.13	
3	130,510.48	22,289.30	14,893,283.83	
4	130,315.52	22,475.26	14,870,808.57	
5	130,118.87	22,571.91	14,848,036.66	
6	129,920.49	22,670.29	14,825,366.36	
7	129,720.37	22,770.41	14,802,595.96	
8	129,518.51	22,872.27	14,778,724.68	
9	129,314.87	22,975.91	14,755,750.78	
10	129,109.46	23,081.32	14,731,669.46	
11	128,902.25	23,189.53	14,707,479.92	
12	128,693.22	23,097.36	14,683,382.57	
22ND	1,557,723.10	275,766.26		
1	128,482.37	24,398.41	14,659,384.16	
2	128,269.67	24,521.11	14,634,863.05	
3	128,055.11	24,735.67	14,610,127.38	
4	127,838.67	24,952.11	14,585,175.27	
5	127,620.34	25,170.44	14,560,004.83	
6	127,400.10	25,390.68	14,534,614.16	
7	127,177.93	25,612.85	14,509,001.31	
8	126,953.82	25,834.96	14,483,166.35	
9	126,727.75	26,063.03	14,457,103.32	
10	126,499.70	26,291.08	14,430,812.23	
11	126,269.65	26,521.13	14,404,291.10	
12	126,037.59	26,753.19	14,377,537.91	
23RD	1,527,332.71	306,156.65		
1	125,803.59	26,987.28	14,350,550.63	
2	125,567.36	27,223.42	14,323,327.21	
3	125,329.14	27,461.62	14,295,865.59	
4	125,088.87	27,701.91	14,268,163.67	
5	124,846.47	27,944.31	14,240,224.37	
6	124,601.96	28,188.92	14,212,035.45	
7	124,355.34	28,435.47	14,183,599.98	
8	124,106.50	28,684.28	14,154,915.69	
9	123,855.51	28,935.27	14,125,980.42	
10	123,602.33	29,188.45	14,096,791.97	
11	123,346.93	29,443.85	14,067,348.12	
12	123,089.30	29,701.48	14,037,646.64	
24TH	1,493,593.19	339,896.17		

1	122,829.41	29,961.37	14,007,685.17	
2	122,567.25	30,223.53	13,977,461.63	
3	122,302.79	30,487.99	13,946,973.64	
4	122,036.02	30,754.76	13,916,218.88	
5	121,766.92	31,023.86	13,885,195.01	
6	121,495.46	31,295.32	13,853,899.69	
7	121,221.62	31,569.16	13,822,330.53	
8	120,945.39	31,845.39	13,790,485.15	
9	120,668.75	32,124.03	13,758,361.11	
10	120,385.66	32,405.12	13,725,955.99	
11	120,102.11	32,688.67	13,693,267.33	
12	119,818.09	32,974.69	13,660,292.63	
25TH	1,456,135.46	377,353.90		
1	119,527.56	33,263.22	13,627,029.42	
2	119,236.51	33,554.27	13,593,475.14	
3	118,942.91	33,847.87	13,559,627.27	
4	118,646.74	34,144.04	13,525,483.23	
5	118,347.98	34,442.80	13,491,040.43	
6	118,046.60	34,744.18	13,456,296.25	
7	117,742.59	35,048.19	13,421,248.06	
8	117,435.92	35,354.86	13,385,893.20	
9	117,126.57	35,664.21	13,350,228.99	
10	116,814.50	35,976.28	13,314,252.71	
11	116,499.71	36,291.07	13,277,961.64	
12	116,182.16	36,608.62	13,241,353.03	
26TH	1,414,549.75	418,939.61		
1	115,861.84	36,929.94	13,204,424.09	
2	115,538.71	37,252.07	13,167,172.02	
3	115,212.76	37,578.02	13,129,593.99	
4	114,883.95	37,906.83	13,091,687.16	
5	114,552.26	38,238.52	13,053,448.64	
6	114,217.68	38,573.10	13,014,875.54	
7	113,880.16	38,910.62	12,975,964.92	
8	113,539.69	39,251.09	12,936,713.83	
9	113,196.25	39,594.53	12,897,119.30	
10	112,849.79	39,940.99	12,857,178.31	
11	112,500.31	40,290.47	12,816,897.84	
12	112,147.77	40,643.01	12,775,744.83	
27TH	1,369,381.16	465,108.20		
1	111,792.14	40,998.64	12,735,246.19	
2	111,433.40	41,357.38	12,693,888.82	
3	111,071.53	41,719.25	12,652,167.57	
4	110,704.48	42,084.30	12,610,083.27	
5	110,338.29	42,452.53	12,567,632.73	
6	109,966.79	42,823.99	12,524,808.74	
7	109,592.08	43,198.70	12,481,610.04	
8	109,214.09	43,576.69	12,438,033.35	
9	108,832.79	43,957.99	12,394,078.36	
10	108,448.16	44,342.62	12,349,732.74	
11	108,060.16	44,730.62	12,305,002.12	
12	107,668.77	45,122.01	12,259,880.11	
28TH	1,317,124.64	516,364.72		
1	107,273.95	45,516.83	12,214,363.28	
2	106,875.68	45,915.10	12,168,448.18	
3	106,473.92	46,316.86	12,122,131.32	
4	106,068.65	46,722.13	12,075,409.19	
5	105,659.83	47,130.95	12,028,278.24	
6	105,247.41	47,543.35	11,980,714.89	
7	104,831.43	47,959.35	11,932,775.54	
8	104,411.79	48,378.99	11,884,396.55	
9	103,988.47	48,802.31	11,835,594.24	
10	103,561.45	49,229.33	11,786,364.91	
11	103,130.69	49,660.09	11,736,704.82	
12	102,696.17	50,094.61	11,686,610.21	
29TH	1,260,219.44	573,269.90		
1	102,257.84	50,532.94	11,636,077.27	
2	101,815.68	50,975.10	11,585,102.16	
3	101,369.64	51,421.14	11,533,681.03	
4	100,919.71	51,871.07	11,481,809.96	
5	100,465.84	52,324.94	11,429,485.01	
6	100,007.99	52,782.79	11,376,702.23	
7	99,546.14	53,244.64	11,323,457.59	
8	99,080.25	53,710.53	11,269,747.07	
9	98,610.29	54,180.49	11,215,566.57	
10	98,136.21	54,654.57	11,160,912.00	
11	97,657.98	55,132.80	11,105,779.20	
12	97,175.57	55,615.21	11,050,163.99	
30TH	1,197,043.14	636,446.22		

PRINCIPAL 17,012,037.00
 RATE ADJUSTABLE FLOOR OF 12.5%
 TERM 40 YEARS
 ACCRUAL .0200
 RATE .105000 MONTHLY ANNUAL
 CONSTANT PAY 1.077760 152,790.78 1,833,489.36
 FIRST FIVE YEARS INTEREST ONLY-.1065 PAY RATE .0185 ACCRUED

MONTH	LINCOLN: INTEREST	206 S. 13TH PRINCIPAL	BALANCE	ACCRUAL
START			11,050,163.99	
1	96,488.93	56,101.85	10,994,062.14	67,561.77
2	96,198.04	56,592.74	10,937,469.41	66,816.02
3	95,702.86	57,087.92	10,880,381.49	66,063.74
4	95,203.34	57,587.44	10,822,794.04	65,304.88
5	94,699.45	58,091.33	10,764,702.71	64,539.38
6	94,191.15	58,599.63	10,706,103.08	63,767.18
7	93,678.40	59,112.38	10,646,990.70	62,988.22
8	93,161.17	59,629.61	10,587,361.09	62,202.45
9	92,639.41	60,151.37	10,527,209.72	61,409.80
10	92,113.09	60,677.69	10,466,532.03	60,610.22
11	91,582.16	61,208.62	10,405,323.40	59,803.64
12	91,046.58	61,744.20	10,343,579.20	58,990.00
31ST	1,126,904.57	706,584.79		760,057.27
1	90,506.32	62,284.46	10,281,294.74	58,169.24
2	89,961.33	62,829.45	10,218,465.29	57,341.30
3	89,411.57	63,379.21	10,155,086.08	56,506.12
4	88,857.00	63,933.78	10,091,152.30	55,663.63
5	88,297.58	64,493.20	10,026,459.10	54,813.77
6	87,733.27	65,057.51	9,961,401.59	53,956.47
7	87,164.01	65,626.77	9,895,274.83	53,091.67
8	86,589.78	66,201.00	9,829,373.83	52,219.30
9	86,010.52	66,780.26	9,762,993.57	51,339.30
10	85,426.19	67,364.59	9,695,428.98	50,451.60
11	84,836.75	67,954.03	9,627,674.95	49,556.13
12	84,242.16	68,548.62	9,559,126.33	48,652.83
32ND	1,049,036.49	784,452.87		641,761.35
1	83,642.36	69,148.42	9,489,977.91	47,741.62
2	83,037.31	69,753.47	9,420,224.43	46,822.44
3	82,426.96	70,363.82	9,349,860.62	45,895.22
4	81,811.28	70,979.50	9,278,881.12	44,959.88
5	81,190.21	71,600.57	9,207,280.55	44,016.36
6	80,563.70	72,227.08	9,135,053.47	43,064.58
7	79,931.72	72,859.06	9,062,194.41	42,104.48
8	79,294.20	73,496.58	8,988,697.83	41,135.98
9	78,651.11	74,139.67	8,914,358.16	40,159.00
10	78,002.38	74,788.40	8,839,769.76	39,173.47
11	77,347.99	75,442.79	8,764,326.96	38,179.32
12	76,687.86	76,102.92	8,688,224.05	37,176.47
33RD	962,587.08	870,902.28		510,428.81
1	76,021.96	76,768.82	8,611,455.23	36,164.84
2	75,350.23	77,440.55	8,534,014.68	35,144.36
3	74,672.63	78,118.15	8,455,896.53	34,114.96
4	73,989.39	78,801.69	8,377,094.84	33,076.54
5	73,299.58	79,491.20	8,297,603.64	32,029.04
6	72,604.03	80,186.75	8,217,416.89	30,972.38
7	71,902.40	80,888.38	8,136,528.51	29,906.47
8	71,194.62	81,596.16	8,054,932.36	28,831.23
9	70,480.66	82,310.12	7,972,622.23	27,746.58
10	69,760.44	83,030.34	7,889,591.90	26,652.45
11	69,033.93	83,756.85	7,805,835.05	25,548.74
12	68,301.06	84,489.72	7,721,345.32	24,435.37
34TH	866,410.64	966,372.72		364,422.97
1			8,644,866.39	23,312.26
2			8,561,411.46	22,179.32
3			8,477,554.31	21,036.47
4			8,393,297.16	19,883.62
5			8,308,640.10	18,720.68
6			8,223,582.21	17,547.57
7			8,138,123.54	16,364.19
8			8,052,264.07	15,170.46
9			7,965,902.72	13,966.28
10			7,879,140.48	12,751.57
11			7,791,978.23	11,526.23
12			7,704,415.96	10,290.16
35TH				202,748.83
1			7,616,667.13	9,043.28
2			7,528,623.85	7,785.49
3			7,440,185.36	6,516.69
4			7,351,851.67	5,236.80
5			7,262,622.87	3,945.70
6			7,172,500.00	2,643.30
7			7,081,483.19	1,329.51
8			7,000,572.42	
9			6,918,767.70	
10			6,836,068.01	
11			6,752,573.36	
12			6,668,283.75	
40TH				36,500.77 1,033,517.75

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LANCASTER COUNTY NEBR.

REGISTER OF DEEDS

1884 OCT 19 PM 3:49

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INST. NO. 84-25724

\$220.50

M. E. Co
 AT (S)