

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT is made this 6th day of October, 1983, by and among American UTF, Inc., a Nebraska corporation ("Trustor"), National Bank of Commerce Trust and Savings Association ("Trustee") and Greycas, Inc., an Arizona corporation ("Beneficiary").

RECITALS

WHEREAS, of even date herewith, Trustor has purchased from American Charter Federal Savings and Loan Association, a federally chartered savings and loan association (the "Association"), eighteen (18) parcels of improved real property located in various cities and counties in the State of Nebraska, and all easements and appurtenances thereto, of which the Trust Property and the Other Property (both as defined below) are a part; and

WHEREAS, concurrently with the purchase of such parcels of real property by Trustor from the Association, Trustor leased such parcels back to the Association under nineteen (19) separate lease agreements (the "Association Leases"); and

WHEREAS, pursuant to that certain Collateral Security Agreement (the "Collateral Security Agreement"), dated of even date herewith, the Association has pledged and assigned to Beneficiary certain Pledged Property as defined in the Collateral Security Agreement in order to secure the obligations of the Association under the Association Leases; and

WHEREAS, a portion of the purchase price paid by Trustor for the Trust Property and the Other Property consists of the proceeds of a loan from Beneficiary, which loan is evidenced by a promissory note of Trustor, of even date herewith, in the original principal amount of \$29,491,971 (the "Note"). The Note is secured by, among other things, (i) this Deed of Trust, (ii) certain other Deeds of Trust, of even date herewith (the "Other Deeds of Trust") covering seventeen (17) parcels of real property owned or leased by Trustor other than the Trust Property defined below, located in various cities and counties in Nebraska (the "Other Property"), (iii) that certain Assignment of Leases (the "Assignment of Leases"), of even date herewith, whereby Trustor has assigned to Beneficiary all of its rights under the Association Leases and (iv) a letter of credit, issued by American National Bank and Trust Company of Chicago to Beneficiary as beneficiary (the "Letter of Credit").

WITNESSETH:

NOW THEREFORE, in consideration of the sums which Beneficiary has advanced to Trustor, as evidenced by the Note, and to secure the payment of all sums due under the 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, and any and

all other agreements securing the 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," including without limitation that certain Lease dated July 28, 1948 between St. Mary's Cathedral of Lincoln, Nebraska and Lincoln Development Company and that certain Lease dated July 28, 1948 between St. Mary's Cathedral of Lincoln, Nebraska and The Lincoln Telephone & Telegraph Company, 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 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 mortgage the same, (iii) the Trust Property is free and clear of all liens and encumbrances whatsoever, except for the lease (the "Lease") dated of even date herewith, by and between Trustor, as lessor, and the Association, as lessee, and except as set forth on Exhibit "B" attached hereto ("Permitted Exceptions"), and (iv) 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 Note, this Deed of Trust, the Other Deeds of Trust, the Assignment of Leases, and any and all other agreements securing the 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 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.

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, then 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 Note (or on another day designated in writing by Beneficiary), until the Note is paid in full, a sum equal to one-twelfth of (a) 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 (b) the yearly premium installments for fire and other hazard insurance, rent loss insurance and such other insur-

ance 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.

Any such sums shall be held by Beneficiary without liability to Trustor for interest thereon. So long as no Event of Default (as defined below) 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.

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, of 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 mechanics', contractor's, materialman's, subcontractor's, laborers', statutory or other similar lien to be created or to remain outstanding upon the Trust Property or any part thereof, and Trustor warrants that it will indemnify and hold Beneficiary harmless from and against all such liens and any and all expenses and fees incurred by Beneficiary in connection therewith. Trustor shall promptly discharge any lien which has, or may have, priority over, or equality with, the lien of this Deed of Trust.

5. Insurance. Trustor shall 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 or 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 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 \$5,000,000 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 \$500,000;

(iv) if the Trust Property is located in a federally designated flood zone, flood insurance in an amount equal to the lesser of 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. 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 there-

under 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 mortgagee 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 moneys, 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 this Lease 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 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.

Upon completion of all the restoration in a good and workmanlike manner and receipt by Beneficiary of satisfactory evidence that the restoration has been completed and paid for in full and that there are no liens of the character referred to above, any balance of the insurance money at the time held by the Proceeds Trustee shall be paid to Trustor provided that no default then exists hereunder.

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 Lease 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 in trust to the Proceeds Trustee and applied as set forth in the Association Lease for the Trust Property or if such Association Lease has terminated as hereinafter set forth.

If such Association Lease has terminated, then immediately upon receiving compensation therefore Beneficiary shall use such compensation to acquire other property acceptable to Beneficiary and shall use such property to secure the obligations secured hereby.

If the Taking deprives Trustor of the beneficial use of the Trust Property, as determined by Trustor, within sixty (60) days following the date Trustor acquires knowledge of the full extent of the Taking or the damages caused thereby, Trustor may elect to make payments required pursuant to the terms of the 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 rate provided in the 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 default hereunder and, at the Option of Beneficiary, after such notice as may be required under the Note, the amounts due under the Note shall immediately become due and payable, irrespective of the maturity date stated in the 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 Note, this Deed of Trust, any of the Other Deeds of Trust, the Assignment of Leases, or any other agreement securing the 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 Note, this Deed of Trust, any of the Other Deeds of Trust, the Assignment of Leases or in any other agreement securing the Note if such failure shall continue for a period of thirty (30) days;

(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.

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 Mortgagee, 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 Note, this Deed of Trust, the Other Deeds of Trust, the Assignment of Leases, and any other agreement securing the 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 and any other sums due under the Note, this Deed of Trust, the Other Deeds of Trust, the Assignment of Leases, and any other agreement securing the 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 mortgage 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 attorneys' 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 of 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 and any other agreement securing the 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.

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

Deed of Trust, the Other Deeds of Trust, the Assignment of Leases or any other agreement securing the Note.

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 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.

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, and that at the time of execution of this Deed of Trust there has been no anticipation or prepayment of any of the rents of the Trust Property for more than one (1) month prior to the due dates of such rents. 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.

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.

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.

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

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 of Trustor held by Beneficiary.

16. Remedies of Beneficiary to be Nonexclusive and Cumulative. 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.

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 Section 8 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 under Section 5 or 7 hereof operate to cure or waive Trustor's default in the payment of any sums secured by this Deed of Trust.

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.

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.

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 Overdue 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.

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 remedies provided herein. Trustor, any party who consents to this Deed of Trust, and any party who now or hereafter acquires a security interest in the Trust Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

17. **Nonrecourse Loan.** Notwithstanding any provision to the contrary contained herein, the Note, this Deed of Trust, the Other Deeds of Trust, the

Assignment of Leases, and any other agreement securing the Note shall be nonrecourse against the Trustor. The sole remedies of Beneficiary or of any other holder hereof for any event of default hereunder or thereunder shall be against the Trust Property, the Association Leases, the Pledged Property (as defined in the Collateral Security Agreement) or the Letter of Credit or any other property securing Trustor's obligations, all as provided under this Deed of Trust, the Other Deeds of Trust, the Assignment of Leases, the Collateral Security Agreement and the Letter of Credit and Trustor shall not be personally liable by reason of any failure to satisfy its obligations under the Note, this Deed of Trust, the Other Deeds of Trust, the Assignment of Leases, and any other agreement securing the Note.

18. Security Agreement. This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Trust Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Trustor hereby grants Beneficiary a security interest in said items. Trustor agrees that Beneficiary may file this Deed of Trust, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Trust Property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Trustor agrees to execute and deliver to Beneficiary, upon Beneficiary's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Deed of Trust in such form as Beneficiary may require to perfect a security interest with respect to said items. Trustor shall pay all costs of filing such financing statements and any continuation statements, extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Without the prior written consent of Beneficiary, Trustor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest having a priority of the security interest of this Deed of Trust in said items, including replacements and additions thereto. Upon Trustor's breach of any covenant or agreement of Trustor contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust or the occurrence of any other Event of Default hereunder, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and, at Beneficiary's option, may also invoke the remedies provided herein. In exercising any of said remedies, Beneficiary may proceed against the items of real property and any items of personal property specified above as part of the Trust Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under the Uniform Commercial Code or of the remedies provided herein.

19. Observance of Covenants. Trustor will not, directly or indirectly, do any act or thing it would be prohibited from doing by any of the provisions of this Deed of Trust, the Other Deeds of Trust, the Note, the Assignment of Leases, or any other agreement securing the Note or the Assignment of Leases; nor suffer or permit any Default to occur under this Deed of Trust, or any

such security agreements, but will faithfully observe and perform all of the conditions, covenants and requirements of this Deed of Trust and all such security agreements.

20. 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 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.

21. 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: American UTF, Inc.
c/o United Trust Fund
4770 Biscayne Boulevard
Suite 1050
Miami, Florida 33137

Attention: President

Beneficiary: Greycas, Inc.
Greyhound Tower
Phoenix, Arizona 85077
Attention: Vice President, Law

Trustee: National Bank of Commerce Trust
and Savings Association
13th & "O" Street
Lincoln, Nebraska 68508
Attention: Trust Department

22. 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 shall require, by an independent certified public accountant.

23. 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 21.

Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the 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."

25. 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 Note, this Deed of Trust, the Other Deeds of Trust, the Assignment of Leases, and any and all other agreements securing the 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 hereof.

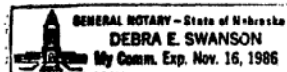
IN WITNESS WHEREOF, Trustor has executed and delivered this Deed of Trust on the day first written above.

AMERICAN UTF, INC.,
a Nebraska corporation

By *John Shank*
Its *Pres*

STATE OF *Nebraska*)
COUNTY OF *Douglas*) SS.

The foregoing instrument was acknowledged before me this *24th* day of *October*, 1983 by *Sidney Domb*, the President of American UTF, a Nebraska corporation, on behalf of the corporation.



Debra E. Swanson
Notary Public

My Commission Expires:

Nov. 16, 1986

EXHIBIT A

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; and 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 31, 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.

EXHIBIT B

1. The lien of the real estate taxes for the year 1983 and all subsequent years. Taxes for the year 1982 and all prior years are shown as paid in full.

2. The lien of the installments of special assessments due for the year 1984 and all subsequent years with respect to Ornamental Levy District No. 110, Shade and Ornamental Tree Levy District No. 1, Repaving Levy District Nos. 123 and 124 and Ornamental Levy No. 2 for District No. 110 (see list attached hereto.)

3. Right of Way Easement covering Lots 5 and 6, granted to Lincoln Electric System to maintain and operate electric transmission lines by the instrument filed October 21, 1980 as Inst. No. 80-21665.

4. Terms and provision of the Agreement filed August 15, 1975 as Inst. No. 75-13060 furnishing of heat from the heating plant facility located upon Lots 7, 8, 9 and 10 to the Car Park Building.

5. Tenancy rights, either as month to month, or by virtue of written leases of persons now in possession of any part of the premises in question.

1-393
X

South 13th Street, Lincoln, Nebraska

LANCASTER COUNTY, NEBR.

Dunlop
REGISTER OF DEEDS

1983 OCT-5 PM 3:24

FILED FOR RECORD AS:

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