

Entered as Instrument No.
0099112288

STATE OF NEBRASKA)
COUNTY OF HALL) SS

99 DEC 30 AM 10 52

Kathy Hancock
REG OF DEEDS

CASH _____
CHECK 1530

REFUNDS:
CASH _____
CHECK _____

DEED OF TRUST

This DEED OF TRUST is made on the 30 day of Nov, 1998.

The TRUSTOR is GI Cherry Park, Ltd. Two
ADDRESS: P.O. Box 6036
Lincoln, NE 68506

The TRUSTEE is Earl D. Ahlschwede, Esq., NSBA# 10037
ADDRESS: P.O. Box 2300
Grand Island, NE 68802-2300

The BENEFICIARY is Grand Island Area Housing Corporation
ADDRESS: 415 S. Cherry
Grand Island, NE 68801

Trustor irrevocably conveys to Trustee, in Trust, with power of sale, the following:

Block 1, GILI Second Subdivision, Grand Island, Hall County,
Nebraska

together with all buildings and improvements thereon, and all the rents and profits therefrom and subject to easements and restrictions of record, if any, and as set forth in paragraph 18.

Trustor owes Beneficiary Three Hundred Ninety Thousand Dollars (\$390,000.00) evidenced by Trustor's note dated of even date herewith, payable according to the terms thereof.

This security instrument secures to Beneficiary the debt evidenced by said note, the payment of future advances, attorney fees and the payment of all other sums, with interest advanced under the provisions hereafter to protect the security and the performance of Trustor's covenants and agreements.

Trustor covenants that Trustor is lawfully seized of such real estate and has the legal power and lawful authority to convey the same and warrants and will defend title to the real estate against the lawful claims of all persons.

TRUSTOR AND BENEFICIARY AGREE AS FOLLOWS:

1. Trustor shall pay, when due, the principal and interest as provided in said note and such other sums, when due, that come due under this Agreement.
2. All payments received by Beneficiary shall be first applied to interest due and then to reduce principal.
3. Trustor shall pay all general real estate taxes and special assessments against the property before the same become delinquent.

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Vintage Title & Escrow Co.
3710 Central Avenue
PO Box 2596
Keamey, NE 68848-2596

VIII 61

When recorded, return to:

4. If Beneficiary determines that any part of the property is subject to a lien, which is or may attain priority over this security instrument but which should not have priority according to the loan agreement, Beneficiary may give Trustor a notice identifying the lien and Trustor shall satisfy the lien within ten (10) days.

5. Trustor shall keep the improvements on said premises insured against loss by fire and hazards included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing Beneficiary herein. In event of loss, Beneficiary may make proof of loss if not promptly made by Trustor. Insurance proceeds shall be applied to restoration or repair of the property damages, unless both parties otherwise agree, except if restoration or repair is not economically feasible or Beneficiary's security is not lessened, otherwise said proceeds shall be paid on the debt herein.

Unless Beneficiary and Trustor otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in said note or change the amount of the payments.

The note secured by this Deed of Trust shall, at the option of Beneficiary, be immediately due and payable upon the sale of the premises or any part thereof except as authorized by the loan agreement. And the sale of the premises without the written consent of Beneficiary shall be a default hereunder.

6. If Trustor fails to perform the covenants and agreements herein contained, Beneficiary may do and pay for whatever is necessary to protect the value of the property and Beneficiary's rights in the property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in Court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Beneficiary under this paragraph, together with interest at the default rate set forth within the promissory note per annum from the date of disbursement, shall be secured by this instrument and shall be promptly repaid to Beneficiary. Failure to repay such disbursements upon demand shall be a default hereunder.

7. The proceeds of any condemnation award are hereby assigned and shall be paid to Beneficiary and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Trustor.

8. Any extensions or modifications of the loan granted by Beneficiary to any successor in interest of Trustor shall not operate to release the liability of the original Trustor or Trustor's successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Any notice to Trustor provided for in this security instrument shall be given by delivering it or by mailing it first class mail, unless Nebraska law requires use of another method, at the Trustor's last known address.

10. Trustor, Trustee and Beneficiary each request that copies of all notices provided herein be sent to them at the addresses set forth above.

11. This security instrument and the note which it secures shall be governed by Nebraska law.

12. If the Trustor does not:

(1) Make payment according to the terms of the Note or any extensions, modifications or renewals thereof;

(2) Make payment of any other indebtedness secured by the Deed of Trust;

(3) Perform any of the covenants of the Note or Deed of Trust; or

(4) If the Beneficiary has to expend sums to protect the security, then Trustor has breached this Agreement, is in default and the Beneficiary may declare default and may declare all sums secured hereby immediately due and payable and such sums immediately become due and payable without presentment, demand, protest, or notice of any kind except as may be provided in the Deed of Trust. In addition, or in the alternative, Beneficiary may have the Trustee sell the property to satisfy the Trustor's obligation described herein. Trustee shall comply with the Nebraska Trust Deeds Act in such a sale to include filing of notice of default and mailing the same to the last known address of the Trustor. Trustor shall have the right to reinstate the obligations provided by Nebraska law. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph including, but not limited to, reasonable attorney's fees, costs of title evidence and Trustee's fees.

13. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, without demand on Trustor, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and

in any order Trustee determines. Trustee may postpone sale of all, or any parcel of, the property by public announcement at the time and place of any previously scheduled sale. Beneficiary or its designee may purchase the property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's Deed conveying the property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of sale in the following order:

- (a) to all expenses of the sale including, but not limited to, attorney's fees and Trustee's fees, which Trustee's fees shall be one half of one percent (.5%) of the original principal amount of the Note secured hereby, or less at the discretion of the Trustee, but not exceeding one half of one percent (.5%);
- (b) to all sums secured by this security agreement; and
- (c) any excess to the person or persons legally entitled to it.

14. Upon acceleration under Paragraph 12 or abandonment of the property, Beneficiary (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of, and manage the property, and to collect the rents of the property, including those past due. Any rents collected by Beneficiary or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys fees, and then to the sums secured by this security instrument.

15. Upon payment of all sums as herein provided, Beneficiary shall direct Trustee to reconvey the property, and shall surrender this security instrument and the note secured. Trustee shall reconvey the property without warranty to the persons legally entitled at a fee of no more than Fifty Dollars (\$50).

16. Beneficiary, at its option, may, from time to time, remove Trustee and appoint a successor Trustee by an instrument recorded in the county in which this security instrument is recorded. Without conveyance of the property, the successor Trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Nebraska law.

17. The note for which this Deed of Trust is given to secure is non-recourse to the Trustor. The only recourse is against the property described herein.

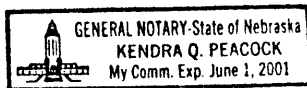
18. Without any separate subordination agreements this Deed of Trust is subordinate to a Deed of Trust in favor of the Community Redevelopment Authority of the City of Grand Island, Nebraska or Five Points Bank on account of a loan in conjunction with a redevelopment contract; a Deed of Trust in favor of Five Points Bank on account of a loan for long term financing; and, a Deed of Trust in favor of Ward F. Hoppe on account of deferred development fees. Beneficiary agrees to execute separate written subordination agreements for each of such liens, if any, if requested by Trustor.

GI CHERRY PARK, LTD. TWO

By GILI, LLC, its General Partner

By Ward F. Hoppe, Mgr
Ward F. Hoppe, Manager

The foregoing Deed of Trust was acknowledged before me this 15 day of December, 1998 by Ward F. Hoppe, Manager of GILI, LLC, General Partner of GI Cherry Park, Ltd. Two, Trustor, to be its voluntary act and deed.



Kendra Q. Peacock
Notary Public