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Register of Deeds, Douglas County, NE
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2011028134

DEED OF RELEASE

WHEREAS, Warren Distribution, Inc., a Nebraska corporation, by its deed of trust dated the 7th day of April, 1995, and recorded in the Clerk's Office, April 10, 1995, in and for Douglas County, Nebraska, in, Book - 4500, Page 377, conveyed to the Trustee therein named, certain real estate, to secure the payment of certain Note or Notes in said Deed of Trust described and set forth; and whereas, the said Warren Distribution, Inc., a Nebraska corporation, has fully paid and satisfied said Deed of Trust and Note or Notes, and are justly and legally entitled to a full release of the said Deed of Trust and Note or Notes,

NOW, THEREFORE, the undersigned, **U.S. Bank National Association, BENEFICIARY**, present holder and legal owner or said Deed of Trust and Note or Notes, does hereby *Remise, Release and Quit-Claim* unto **Warren Distribution, In., a Nebraska corporation, TRUSTORS/BORROWERS**, and the present owners, and their heirs and assigns, the real estate in said Deed of Trust described, situated in the County of Douglas and State of Nebraska, to-wit:

The West 8 feet of the North 1/2 of Lot 3 and the South 1/2 of Lot 3 and all of Lot 4, in Block 194, City of Omaha, Douglas County, Nebraska

TO HAVE AND TO HOLD the same, with all the appurtenances thereto belonging free, clear and discharged from the encumbrance of the said deed of trust.

IN WITNESS WHEREOF, the undersigned has executed these presents this 22nd day of March, 2011.

**U.S. Bank National Association, f/k/a First Bank, N.A.,
Personal Representative of the Estate of Norman J. Rips,
a/k/a Norman Rips.**

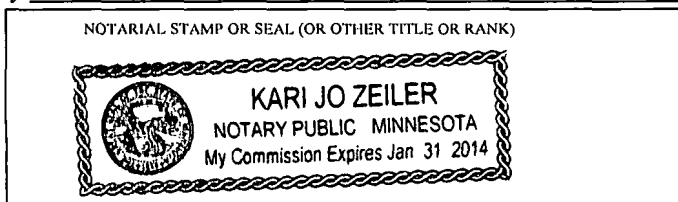
By: Robert W. Rieke, Trustee
STATE OF Minnesota

By: Marilee Hanson
Marilee Hanson - Vice President

COUNTY OF Ramsey

} ss.

The forgoing instrument was acknowledged before me this 22nd day of March, 2011, by Marilee Hanson, Vice President for U.S. Bank National Association, Trustee



Kari Jo Zeiler
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

U S Bank
P O Box 64142
St Paul, MN 55164
Attn: Kari Zeiler

ck. # 00229126 & ck. # 00230252

ACKNOWLEDGEMENT

STATE OF Nebraska

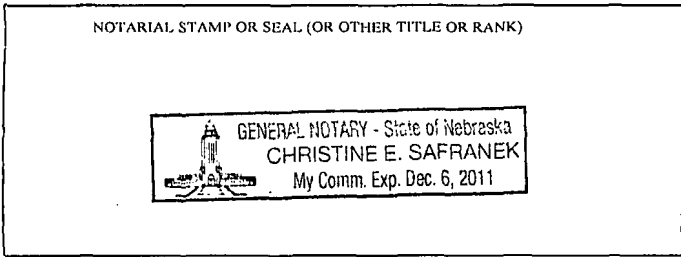
COUNTY OF Douglas

} ss.

The forgoing instrument was acknowledged before me this 25th day of March, 2011,

By Robert W. Rieke, Esq. Trustee

Christine E. Safranek
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT



0048461.01
040695

RECEIVED

APR 10 1 47 PM '95

After Recording Return To:
Robert W. Rieke, Esq.
500 Energy Plaza
Omaha, NE 68102



GEORGE J. ...
REGISTER ...
DOUGLAS ...

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[FOR RECORDING PURPOSES]

DEED OF TRUST

THIS DEED OF TRUST is made this 7th day of April, 1995, by and between WARREN DISTRIBUTION, INC., a Nebraska corporation (hereinafter called "Trustor"), whose mailing address is 727 South 13th Street, Omaha, Nebraska 68102, ROBERT W. RIEKE, ESQ. (hereinafter called "Trustee"), whose mailing address is 500 Energy Plaza, 409 South 17th Street, Omaha, Nebraska 68102, and NORMAN J. RIPS (hereinafter called "Beneficiary"), whose mailing address is 325 North 72nd Street, Omaha, Nebraska 68114.

WITNESSETH:

WHEREAS, Trustor is indebted to Beneficiary in the principal sum of One Hundred Twenty-five Thousand Dollars (\$125,000.00) which indebtedness is evidenced by Trustor's promissory note dated of even date herewith (hereinafter called the "Note"), payable to the order of Beneficiary and having a maximum maturity date of May 1, 2010.

NOW THEREFORE, for the purpose of securing:

- (a) payment of the Note, together with interest thereon, late charges, prepayment charges, penalties, premiums, or fees, default fees, any future advances, and all extensions, modifications, substitutions and renewals thereof,
- (b) payment of all other sums, fees or charges, together with interest thereon, advanced to protect the security of this Deed of Trust or the property secured hereby and the performance of the covenants and agreements of Trustor, whether or not set forth herein,
- (c) performance, discharge of and compliance with every term, covenant, obligation and agreement of Trustor contained herein or incorporated by reference or any other security instrument, document or agreement at any time given to secure the Note, and
- (d) repayment of all other sums or future advances, with interest thereon, which may heretofore have been or hereafter be advanced by Beneficiary to Trustor or Trustor's successor in interest or title,

all of which is hereinafter collectively called the "Indebtedness", Trustor irrevocably grants, transfers and conveys to Trustee, in trust, WITH POWER OF SALE, the following described real estate, to-wit:

The West 8 feet of the North ½ and the South Half of Lot 3 and all of Lot 4, in Block 194, CITY OF OMAHA, Douglas County, Nebraska,

together with (i) all buildings, structures, additions, enlargements, modifications, repairs, replacements, and improvements now or hereafter located thereon, (ii) all equipment, machinery and fixtures (including, without limitation, all lighting, heating, ventilating, cooling, air conditioning, sprinkling and plumbing fixtures, water and power systems, engines, boilers, ranges, ovens, dish-washers, mirrors and mantels, carpeting, furnaces, oil burners, elevators and motors, refrigeration plants or units, communication systems, dynamos, transformers, electrical equipment, storm and screen windows, doors, awnings and shades) now or hereafter attached to, or built in, any building or improvement now or hereafter located thereon, (iii) all easements and rights of way appurtenant thereof including any vacated alleys, (iv) all leasehold estate, right, title and interest of Trustor in and to all leases, whether now or hereafter existing or entered into (including, without limitation, all cash and security deposits, advance rentals and deposits or payments of a similar nature) pertaining thereto, (v) all rents, issues, profits and income therefrom (subject to the right of Trustor to collect and apply such rents, issues, profits and income as they become due and payable so long as no Event of Default (as hereafter defined) exists hereunder), (vi) all royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, (vii) all tenements, hereditaments, privileges and appurtenances belonging, used or enjoyed in connection therewith, and (viii) all proceeds of conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims (including, without limitation, proceeds of insurance and condemnation awards), all of which is hereinafter collectively called the "Trust Property".

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

1. Title. Trustor covenants, warrants and agrees with Beneficiary, its successors and assigns, that Trustor owns the Trust Property free from any prior lien or encumbrance, that this Deed of Trust is and will remain a valid and enforceable first lien on the Trust Property, that Trustor, at its expense, will preserve such title and will maintain this Deed of Trust as a first and paramount lien upon the Trust Property and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever. Trustor, at its expense, will cause this Deed of Trust, and each amendment or supplement hereto, to be filed and recorded as a mortgage of the Trust Property in such manner and in such place and will take such action as in the opinion of Trustee may be required by any present or future law in order to perfect, maintain and protect the lien of this Deed of Trust, as the same may be amended or supplemented from time to time. Trustor will make such further assurance or assurances to perfect its title to the Trust Property as may be required by Beneficiary. Trustor hereby relinquishes all right of dower and homestead in and to the Trust Property.

2. Payment of Indebtedness. Trustor shall punctually pay the principal of and interest on the Indebtedness secured hereby.

3. Construction of Improvements. Trustor shall complete in good and workmanlike manner any buildings, improvements or repairs relating thereto which may be hereafter commenced upon or to the Trust Property to pay when due all costs and liabilities incurred therefore, and not to permit any construction liens against the Trust Property.

4. Payment of Charges. Trustor covenants and agrees to pay, before the same become delinquent, all taxes, assessments, insurance premiums, ground rents, and all other charges whatsoever levied upon or assessed, placed or made against, the Trust Property. Trustor further agrees, upon written request by Beneficiary, to promptly deliver to Beneficiary all receipts for the payment of such charges. Trustor likewise agrees to pay all taxes, assessments and other charges levied upon or assessed, placed or made against, or measured by, this Deed of Trust or the recordation hereof.

5. Charges; Liens. Trustor will keep the Trust Property free from all charges, liens and encumbrances, whether consensual, statutory, voluntary or involuntary which could attain superiority over this Deed of Trust, excluding however, any lien for non-delinquent real estate taxes or non-delinquent special assessments.

6. Hazard and Liability Insurance. Trustor shall keep any buildings or other improvements erected on the Trust Property insured by insurance carriers satisfactory to Beneficiary against loss by fire, hazards included in the term "extended coverage", vandalism, and malicious mischief, and such other hazards, casualties and contingencies as may be required by Beneficiary, in such amounts and for such periods of time as may be required by Beneficiary. The policy or policies of insurance shall be in form acceptable to Beneficiary, provide that the same may not be modified without thirty (30) days prior written notice to Beneficiary, and shall have non-contributing loss payable provisions in favor of and in form acceptable to Beneficiary, entitling Beneficiary to collect any and all proceeds payable under such insurance policies. In the event of loss, Trustor shall give prompt notice by mail to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly or in proper form by Trustor. All policies of insurance and any and all refunds of unearned premiums are hereby assigned to Beneficiary as additional security for the payment of the Indebtedness. In the event of Beneficiary's exercise of the power of sale contained herein, or in the event of foreclosure, all right, title and interest of Trustor in and to any insurance policy then in force shall pass to the purchaser at the trustee's sale or foreclosure sale. In case of any loss, the insurance proceeds may, at the option of Beneficiary, be applied by Beneficiary upon the Indebtedness, or any part thereof, and in such order and amount as Beneficiary may determine; or said insurance proceeds may, at the option of Beneficiary, either be used in replacing or restoring the Trust Property partially or totally destroyed to a condition satisfactory to Beneficiary; or said insurance proceeds or any portion thereof may, at the option of Beneficiary, be released to Trustor. Unless Beneficiary and Trustor otherwise agree in writing, any such application of insurance proceeds shall not extend or postpone the due date of the Note, or any installments called for therein, or change the amount of such installments. If the Trust Property is acquired by Beneficiary pursuant to the exercise of the power of

sale or other foreclosure, all right, title and interest of Trustor in and to any insurance proceeds payable as a result of damage to the Trust Property prior to the sale or acquisition shall pass to Beneficiary and shall be applied first to the costs and expenses, including attorney fees, incurred in collecting such proceeds, then in the manner and in the order provided in this Deed of Trust. Trustor shall maintain adequate public liability insurance with respect to the use and operation of the Trust Property and shall include Beneficiary as an additional insured thereafter.

7. Preservation and Maintenance of Trust Property. Trustor will keep any buildings or other improvements erected on or constituting the Trust Property in good repair and condition and will not commit or permit waste, will not do any act or thing which would unduly impair or depreciate the value of the Trust Property and will not abandon the Trust Property. Trustor will not remove any fixtures constituting the Trust Property unless the same are immediately replaced with like property subject to the lien and security interest of this Deed of Trust and of at least equal value and utility. Trustor will comply with all present and future ordinances, regulations and requirements of any governmental body which are applicable to the Trust Property and to the occupancy and use thereof.

8. Inspection. Beneficiary or its agents may, at all reasonable times, enter upon the Trust Property for the purpose of inspection. Beneficiary shall have no duty to make such inspection and shall not be liable to Trustor or to any person in possession if it makes or fails to make any such inspection.

9. Protection of Security. If Trustor fails to perform any of the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which does or may adversely affect the Trust Property or the interest of Trustor or Beneficiary therein or the title of Trustor thereto, then Beneficiary, at its option, may perform such covenants and agreements, make such appearances, defend against and investigate such action or proceeding and take such other action as Beneficiary deems necessary to protect its interest including, but not limited to, disbursement of reasonable attorney fees and entry upon the Trust Property to make repairs. Any amounts disbursed by Beneficiary pursuant to this paragraph 9, with interest thereon, shall constitute Indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amounts shall be payable upon demand from Beneficiary to Trustor, and shall bear interest from the date of disbursement at the default rate, if any, set forth in the Note, or otherwise at the highest rate permitted by law. Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action hereunder. Trustor irrevocably authorizes and empowers Beneficiary to enter upon the Trust Property as Trustor's agent and, in Trustor's name or otherwise, to perform any and all covenants and agreements to be performed by Trustor as herein provided. Beneficiary shall, at its option, be subrogated to any encumbrance, lien, claim or demand and to all rights and securities for the payment thereof paid or discharged by Beneficiary under the provisions hereof and any such subrogation rights shall be additional and cumulative security for this Deed of Trust.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Trust Property, or any part thereof, or for conveyance in lieu of or in anticipation of condemnation, are hereby assigned

to and shall be paid to Beneficiary. Trustor will file and prosecute, in good faith and with due diligence, its claim for any such award or payment, and will cause the same to be collected and paid to Beneficiary, and, should it fail to do so, Trustor irrevocably authorizes and empowers Beneficiary, in the name of Trustor or otherwise, to file, prosecute, settle or compromise any such claim and to collect, receipt for and retain the proceeds. If the Trust Property is abandoned by Trustor, or if, after notice by Beneficiary to Trustor that the condemnor offers to make an award or settle a claim for damages, Trustor fails to respond to Beneficiary within thirty (30) days after the date such notice is mailed, Beneficiary is authorized to collect and apply the proceeds in the manner indicated herein. The proceeds of any award or claim may, after deducting all reasonable costs and expenses, including attorney fees, which may have been incurred by Beneficiary in the collection thereof, at the sole discretion of Beneficiary, be released to Trustor, applied to restoration of the Trust Property, or applied to the payment of the Indebtedness. Unless Beneficiary and Trustor otherwise agree in writing, any such application of proceeds to Indebtedness shall not extend or postpone the due date of the Note or the payment of any installments called for thereunder.

11. Forbearance by Beneficiary Not a Waiver. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or the discharge of liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the Indebtedness.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Trustor provided for in this Deed of Trust shall be given by mailing such notice by certified mail, return receipt requested, addressed to Trustor at its mailing address set forth above or at such other address as Trustor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary or Trustee shall be given by certified mail, return receipt requested, to Beneficiary's and Trustee's mailing addresses set forth above, or to such other addresses as Beneficiary or Trustee may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Trustor, Beneficiary or Trustee when given in the manner designated herein.

14. Governing Law; Severability. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event any provision or clause of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provisions and to this end the provisions of this Deed of Trust are declared to be severable.

15. Events of Default. Each of the following occurrence shall constitute an event of default hereunder (hereinafter called an "Event of Default"):

- (a) Trustor shall fail to pay within ten (10) days of the date when due any principal, interest, or principal and interest on the Indebtedness, or any part thereof and such failure shall continue for a period of ten (10) days after written notice from Beneficiary or Trustee to Trustor (provided Trustee or Beneficiary shall not be required to give any more than two such notices in any twelve month period);
- (b) Trustor shall fail to observe or perform any of the covenants, agreements or conditions in this Deed of Trust or shall be in breach of any representation or warranty set forth herein and such failure or breach shall continue for a period of thirty (30) days after written notice from Beneficiary to Trustor;
- (c) a trustee, receiver or liquidator of the Trust Property or of Trustor shall be appointed, or any of the creditors of Trustor shall file a petition in bankruptcy against Trustor, or for the reorganization of Trustor pursuant to the United States Bankruptcy Code, or any similar law, whether federal or state, and if such order or petition shall not be discharged or dismissed within thirty (30) days after the date on which such order or petition was filed;
- (d) Trustor shall file a petition pursuant to the United States Bankruptcy Code or any similar law, federal or state, or if Trustor shall be adjudged bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall consent to the appointment of a receiver of all or any part of the Trust Property; or
- (e) Trustor shall sell, convey, transfer, encumber, or otherwise dispose of the Trust Property, or any part thereof, or any interest therein, or shall be divested of its title, or any interest therein, in any manner or way, whether voluntarily or involuntarily, or Trustor shall dissolve or be liquidated or the existing stockholders of Trustor shall cease to own at least fifty-one percent (51%) of the outstanding common stock of Trustor, whether voluntarily, involuntarily or by operation of law.

16. Acceleration of Debt; Foreclosure. Upon the occurrence of any Event of Default, or any time thereafter, Beneficiary may, at its option, declare all the Indebtedness secured hereby immediately due and payable and the same shall thereupon bear interest at the default rate, if any, set forth in the Note, or otherwise at the highest rate permitted by law, and, irrespective of whether Beneficiary exercises said option, it may, at its option and in its sole discretion, without any further notice or demand to or upon Trustor, do one or more of the following:

- (a) Beneficiary may enter upon, take possession of, manage and operate the Trust Property or any part thereof; make repairs and alterations and do any

acts which Beneficiary deems proper to protect the security thereof, and either with or without taking possession, in its own name, sue for or otherwise collect and receive rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees and Beneficiary's costs, upon the Indebtedness secured hereby and in such order as Beneficiary may determine. Upon request of Beneficiary, Trustor shall assemble and shall make available to Beneficiary any of the Trust Property which has been removed. The entering upon and taking possession of the Trust Property, the collection of any rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default theretofore or thereafter occurring, or affect any notice of default or notice of sale hereunder or invalidate any act done pursuant to any such notice. Notwithstanding Beneficiary's continuance in possession or receipt and application of rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law upon or after the occurrence of an Event of Default, including the right to exercise the power of sale. Any of the actions referred to in this paragraph may be taken by Beneficiary at such time as Beneficiary may determine without regard to the adequacy of any security for the Indebtedness secured hereby.

- (b) Beneficiary shall, without regard to the adequacy of any security for the Indebtedness secured hereby, be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession of, protect and manage the Trust Property and operate the same and collect the rents, issues and profits therefrom.
- (c) Beneficiary may bring any action in any court of competent jurisdiction to foreclose this Deed of Trust or enforce any of the covenants hereof.
- (d) Beneficiary may elect to cause the Trust Property or any part thereof to be sold under the power of sale, and in such event, Beneficiary or Trustee shall give such notice of default and notice of sale as may be then required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, Trustee, at the time and place specified by the notice of sale, shall sell such Trust Property, or any part thereof specified by Beneficiary, at public auction to the highest bidder for cash in lawful money of the United States of America. Upon receipt of payment of the price bid, Trustee shall apply the proceeds in the following order: (i) to the costs and expenses of exercising the power of sale and of the sale, including but not limited to, trustee's fees of not more than \$500.00 plus one-half of one percent of the gross sale price, and reasonable attorney fees, (ii) to the Indebtedness, and (iii) the excess, if any, to the person or persons legally entitled thereto.

- (e) All costs and expenses incurred by Beneficiary in enforcing any right under this Deed of Trust, including without limitation, abstract or title fees, appraisal fees, premiums for title insurance, attorney fees and court costs, shall be and constitute Indebtedness secured hereby.

Notwithstanding anything contained herein or in the Note to the contrary, if (i) an Event of Default shall occur under paragraph 15(e) above solely as a result of the foreclosure of a mortgage or deed of trust junior and subordinate to this Deed of Trust, and (ii) Beneficiary shall elect, as a result thereof, to accelerate the payment of the Indebtedness secured hereby, no prepayment charge, penalty or premium shall be due or payable under the Note; provided, the foregoing shall not impair or otherwise affect the right of Beneficiary to receive (and the obligation of Trustor or any transferee to pay) the prepayment charge, penalty or premium set forth in the Note in the event of any other Event of Default (or any Event of Default under paragraph 15(e) above not occurring solely as a result of the foreclosure of a junior mortgage or deed of trust), including but not limited to, the failure of Trustor or any transferee to pay the monthly installments of the Indebtedness as and when required under the Note.

17. Duties of Trustee. Trustor agrees that:

- (a) the duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be imposed upon Trustee;
- (b) no provision of this Deed of Trust shall require Trustee to expend or risk its own funds, or otherwise incur any financial obligation in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers;
- (c) Trustee may consult with counsel of its own choosing and the advice of such counsel shall be full and complete authorization and protection in the respect of any action taken or suffered by it hereunder in good faith and reliance thereon; and
- (d) Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within its discretion or rights or powers conferred upon it by this Deed of Trust.

18. Security Agreement and Fixture Filing. This Deed of Trust shall constitute a security agreement and, after recording, shall be effective as a financing statement filed as a fixture filing under the Nebraska Uniform Commercial Code with respect to all goods constituting a part of the Trust Property which are or are to become fixtures related to the real estate described herein, together with all substitutions and replacements therefor and all other property

of Trustor, either similar or dissimilar to the same, together with all proceeds thereof. For this purpose, the following information is provided:

- (a) Name and address of Debtor: Warren Distribution, Inc.
727 South 13th Street
Omaha, Nebraska 68102
Federal I.D. # 47-0464670

- (b) Name and address of Secured Party: Norman J. Rips
325 North 72nd Street
Omaha, Nebraska 68114
Social Security #506-18-2739

- (c) This document covers goods which are or are to become fixtures.

19. Assignment of Leases and Rents. Trustor hereby sells, assigns and transfers unto Beneficiary all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Trust Property; it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements and all the avails thereof to Beneficiary; provided that, it is expressly understood and agreed that Beneficiary shall not exercise any of the rights and powers conferred upon it by this paragraph 19 until and unless an Event of Default shall occur under this Deed of Trust. Beneficiary does hereby specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the Trust Property to pay all unpaid rental to Beneficiary upon receipt of demand from Beneficiary.

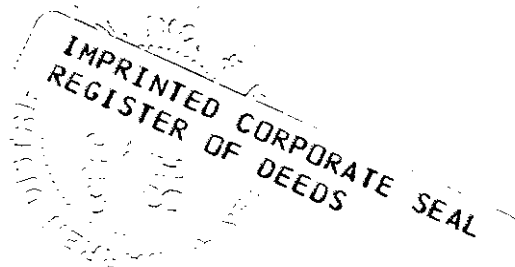
20. Reconveyance. Upon payment of all Indebtedness secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Trust Property and shall surrender this Deed of Trust and all notes evidencing Indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Trust Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. Request for Notice. Trustor and Beneficiary hereby request that copies of any notice of default and notice of sale made or executed by Trustee pursuant to the provisions hereof be sent to Trustor and Beneficiary at their mailing addresses set forth above.

IN WITNESS WHEREOF, this Deed of Trust has been executed by Trustor as of the day and year set forth above.

WARREN DISTRIBUTION, INC., a Nebraska corporation

By Charles P. Downey
Title: Sr. Vice Pres - Finance

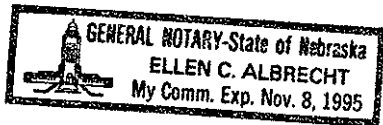


STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 7th day of April, 1995, before me, a notary public in and for said county and state, personally came Charles P. Downey Sr. Vice, President - Finance of WARREN DISTRIBUTION, INC., a Nebraska corporation, known to me to be the identical person who signed the foregoing Deed of Trust and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]



Ellen C. Albrecht
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

Kenneth W. Sharp, Esq.
Fraser Stryker Law Firm
500 Energy Plaza
409 South 17th Street
Omaha, Nebraska 68102
(402) 341-6000



This Space Reserved for Recording Purposes

ASSIGNMENT OF DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS, that First Bank, N.A., Personal Representative of the Estate of Norman J. Rips, a/k/a Norman Rips, Deceased, pursuant to appointment by the County Court of Douglas County, Nebraska, Doc. 149, No. 337 and the Last Will and Testament offered for probate therein, hereby transfers, assigns and sets over unto First Bank, N.A., Trustee, the following described documents, together with all rights, titles and interests of the Estate of Norman J. Rips, a/k/a Norman Rips, therein:

- (1) ⁴⁵⁰⁰⁻³⁷⁷ a certain Deed of Trust dated April 7, 1995, made and executed by Warren Distribution, Inc., a Nebraska Corporation, pertaining to the following described real estate:

the West 8 feet of the North 1/2 of Lot 3 and the South 1/2 of Lot 3 and all of Lot 4, in Block 194, City of Omaha, Douglas County, Nebraska,
- (2) the debt secured by said Deed of Trust and the Note evidencing such debt.

TO HAVE AND TO HOLD the said Deed of Trust, and the debt thereby secured and the lands therein conveyed, to First Bank N.A., Trustee, its successors and assigns, forever, for its and their use and benefit.

IN WITNESS WHEREOF, First Bank, N.A., as Personal Representative of the Estate of Norman J. Rips, a/k/a Norman Rips, has caused this instrument to be executed in its corporate name by its officer thereunto duly authorized and its corporate seal to be affixed this 29th day of January, 1998.

RECORDED

JAN 30 4 04 PM '98

FIRST BANK, N.A., Personal Representative of the Estate of Norman J. Rips a/k/a Norman Rips.

[CORPORATE SEAL] RICHARD N. TAKECHI REGISTER OF DEEDS DOUGLAS COUNTY, NE

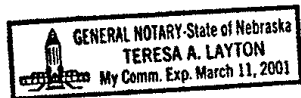
By: Susan K. Rosburg
Name: Susan Rosburg
Title: Assistant Vice President

STATE OF Nebraska
COUNTY OF Douglas)ss.

On this 29th day of January, 1998, before me, a notary public in and for said county and state, personally came Susan Rosburg of FIRST BANK, N.A., Personal Representative of the Estate of Norman J. Rips, a/k/a Norman Rips, known to me to be the identical person who signed the foregoing Assignment and acknowledged the execution thereof to be her voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal, in said county and state, the day and year last above written.

[SEAL]



Teresa A. Layton
Notary Public

1736
FB 03-80000
C/O COMP
SCAN 5# FV