



MTG 2003242756

Affects
lot 60.

RICHARD N. TAKECHI
REGISTER OF DEEDS
JULIA COUNTY, NE



DEC 17 2003 13:07 P 35

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DEL SCAN FV

**AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT
AND FIXTURE FILING WITH POWER OF SALE**

**THE AMOUNT OF INDEBTEDNESS ALLOCATED
TO THIS COUNTY IS \$800,000.00**

NT-COM

THIS AMENDED AND RESTATED DEED OF TRUST (the "Deed of Trust") is made this 5th day of December, 2003, by HARLAN SPRAGUE DAWLEY, INC., an Indiana corporation having its principal offices at 298 South Carroll Road, P.O. Box 29176, Indianapolis, Indiana 46229-0176, Trustor (hereinafter referred to as "Borrower"), to Chicago Title Insurance Company, a Missouri corporation authorized to do business in Nebraska as "Trustee", for the benefit of LASALLE BANK NATIONAL ASSOCIATION, a national banking association having its principal office at One American Square, Suite 1600, Indianapolis, Indiana 46282 (the "Beneficiary") as agent for LASALLE BANK NATIONAL ASSOCIATION ("LaSalle"), KEYBANK NATIONAL ASSOCIATION ("Key") and BANK OF AMERICA NATIONAL ASSOCIATION ("Bank of America").

WITNESSETH:

That Borrower, in consideration of the debt and trust hereinafter described and created and the sum of One Dollar (\$1.00) in hand paid by Trustee, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, to Trustee, forever, with general warranty of title and GRANT A SECURITY INTEREST to Trustee and the Beneficiary (to the extent not deemed real property [or fixtures] pursuant to applicable law) in all of the right, title and interest of Borrower in and to the several lands and premises described on Exhibit A attached hereto and made a part hereof by reference (the "Property");

TOGETHER WITH, all rents, issues, profits, rights, royalties, income and other benefits derived from the Property (collectively the "Rents"), subject to the right, power and authority hereinafter given to Beneficiary to collect and apply such rents;

TOGETHER WITH, all leasehold estate, right, title and interest of Borrower in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or

103439 -

Return
Ne Title
633 S. 9th
Lincoln, NE 68508
Attn: Jen P.
\$175.50

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Borrower, being justly indebted to LaSalle, Key and Bank of America for borrowed money in the aggregate principal sum of Thirty Million Five Hundred Thousand and 00/100 Dollars (\$30,500,000.00) has, to secure said principal, interest to be earned thereon and other sums due thereunder or under this Deed of Trust or other instruments securing said payment, executed and delivered to the Beneficiary the Notes (as hereinafter defined) **FOR THE PURPOSE OF SECURING:**

a. Performance of all obligations of Borrower under that certain Amended and Restated Credit Agreement dated September 26, 2003 by and among Borrower, LaSalle, Key and Bank of America, governing the use of the loan proceeds evidenced by the Notes (hereinafter defined) and each agreement of Borrower incorporated by reference therein or herein, or contained therein or herein, and any and all amendments, modifications, extensions and renewals thereof (the "Loan Agreement");

b. Payment of indebtedness in the original principal amount of Six Million Dollars (\$6,000,000.00) with interest thereon, evidenced by a Credit Note dated September 26, 2003 (the "LaSalle Credit Note"), with a maturity date of July 31, 2004 executed by Borrower, which has been delivered to and is payable to the order of LaSalle and which by this reference is hereby made a part hereof, and any future advances, modifications, extensions, renewals, substitutions or replacements thereof;

c. Payment of indebtedness in the original principal amount of Three Million Dollars (\$3,000,000.00) with interest thereon, evidenced by a Credit Note dated September 26, 2003 (the "Key Credit Note"), with a maturity date of July 31, 2004 executed by Borrower, which has been delivered to and is payable to the order of Key and which by this reference is hereby made a part hereof, and any future advances, modifications, extensions, renewals, substitutions or replacements thereof;

d. Payment of indebtedness in the original principal amount of Three Million Dollars (\$3,000,000.00) with interest thereon, evidenced by a Credit Note dated September 26, 2003 (the "Bank of America Credit Note") with a maturity date of July 31, 2004 executed by Borrower, which has been delivered to and is payable to the order of Bank of America and which by this reference is hereby made a part hereof, and any future advances, modifications, extensions, renewals, substitutions or replacements thereof (the LaSalle Credit Note, the Key Credit Note and the Bank of America Credit Note being collectively designated, the "Credit Notes");

e. Payment of indebtedness in the original stated amount of Six Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$6,750,000.00) with interest thereon, evidenced by a Mortgage Note dated September 26, 2003 (the "LaSalle Mortgage Note") executed and delivered by Borrower in favor of LaSalle and which by this reference is hereby made a part hereof, and any future advances, modifications, extensions, renewals, substitutions or replacements thereof;

f. Payment of indebtedness in the original stated amount of Three Million Three Hundred Seventy-Five Thousand and 00/100 Dollars (\$3,375,000.00) with interest

thereon, evidenced by a Mortgage Note dated September 26, 2003 (the "Key Mortgage Note") executed and delivered by Borrower in favor of Key and which by this reference is hereby made a part hereof, and any future advances, modifications, extensions, renewals, substitutions or replacements thereof;

g. Payment of indebtedness in the original stated amount of Three Million Three Hundred Seventy-Five Thousand and 00/100 Dollars (\$3,375,000.00) with interest thereon, evidenced by a Mortgage Note dated September 26, 2003 (the "Bank of America Mortgage Note") executed and delivered by Borrower in favor of Bank of America and which by this reference is hereby made a part hereof, and any future advances, modifications, extensions, renewals, substitutions or replacements thereof (the LaSalle Mortgage Note, the Key Mortgage Note and the Bank of America Mortgage Note being collectively designated, the "Mortgage Notes");

h. Payment of indebtedness in the original stated amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) with interest thereon, evidenced by an Equipment Term Note dated September 26, 2003 (the "LaSalle Equipment Term Note") executed and delivered by Borrower in favor of LaSalle and which by this reference is hereby made a part hereof, and any future advances, modifications, extensions, renewals, substitutions or replacements thereof;

i. Payment of indebtedness in the original stated amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) with interest thereon, evidenced by an Equipment Term Note dated September 26, 2003 (the "Key Equipment Term Note") executed and delivered by Borrower in favor of Key and which by this reference is hereby made a part hereof, and any future advances, modifications, extensions, renewals, substitutions or replacements thereof;

j. Payment of indebtedness in the original stated amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) with interest thereon, evidenced by an Equipment Term Note dated September 26, 2003 (the "Bank of America Equipment Term Note") executed and delivered by Borrower in favor of Bank of America and which by this reference is hereby made a part hereof, and any future advances, modifications, extensions, renewals, substitutions or replacements thereof (the LaSalle Equipment Term Note, the Key Equipment Term Note and the Bank of America Equipment Term Note being collectively designated, the "Equipment Term Notes") (the Credit Notes, Mortgage Notes and Equipment Term Notes being referred to herein collectively as the "Notes");

k. Payment of all sums advanced by LaSalle, Key or Bank of America or the Bank to protect the Trust Property, with interest thereon at the highest default rate of interest provided in the Notes (the "Default Rate").

This Deed of Trust, the Notes, the Loan Agreement, any guaranty thereof and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereinafter be referred to as the "Loan Instruments".

all goods constituting part of the Trust Property which are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth:

a. Name and Address of Debtor:

Harlan Sprague Dawley, Inc.
298 South Carroll Road
P.O. Box 29176
Indianapolis, Indiana 46229-0176
Attention: Mr. Hal P. Harlan

b. Name and Address of Secured Party:

LaSalle Bank National Association,
as agent for LaSalle Bank National Association,
KeyBank National Association and Bank of America National Association
One American Square
Suite 1600
Indianapolis, Indiana 46282
Attention: Matthew R. Doye

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

d. The real estate to which such fixtures are or are to be attached is that described in Exhibit A attached hereto, the record owner of which is Borrower.

ARTICLE IV

REMEDIES UPON DEFAULT

4.01 Events of Default. Any of the following events shall be deemed an event of default hereunder:

a. A "Default" shall occur under the Loan Agreement; or

b. A writ of execution or attachment or any similar process shall be issued or levied against all or any part of the Trust Property, or any judgment involving monetary damages shall be entered against Borrower or any Guarantor which shall become a lien on the Trust Property, or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within sixty (60) days after its entry or levy; or

c. Borrower sells, assigns, conveys or otherwise transfers any part of its ownership (either legal or equitable) in the Trust Property, including a change in ownership of Borrower without the prior written consent of Beneficiary; or

one or more of the Events of Default shall happen, or, with or without such default, upon the taking of any actions required or authorized hereunder, the Borrower shall pay to the Trustee, on demand, all costs, charges, fees and disbursements of the Trustee chargeable to or incurred in or about the administration and execution of the trust hereby created and the performance of its powers and duties hereunder; any such costs, charges, fees and disbursements not paid by Borrower shall become part of the indebtedness hereby secured.

6.03 Duties of Trustee Defined Herein. No implied covenant shall be read into this Deed of Trust against the Trustee, but the duties and obligations of the Trustee to the Borrower and to all others shall be determined by the express provisions of this Deed of Trust.

6.04 Consents, Releases. The Trustee, upon written request of the Borrower bearing the consent of the holder of the Notes (which request and consent need not be acknowledged or recorded), shall have the power at any time to subordinate this Deed of Trust to any other conveyance, or release from the encumbrance of this Deed of Trust any portion of the property described in the granting clauses hereof, and any easement or right with reference thereto.

6.05 Severability. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

IN WITNESS WHEREOF, Borrower has executed this instrument in the County of Marion, State of Indiana, the date and year first above-written.

HARLAN SPRAGUE DAWLEY, INC.
an Indiana corporation

By: Hal P. Harlan
Hal P. Harlan, Chief Executive Officer

ATTEST: Joseph N. Schauff
Joseph N. Schauff, Secretary

STATE OF INDIANA)
) SS :
 COUNTY OF MARION)

Before me, a Notary Public in and for said County and State personally appeared Hal P. Harlan, known to me to be the Chief Executive Officer of HARLAN SPRAGUE DAWLEY, INC., an Indiana Corporation, Trustor and acknowledged the execution of the foregoing Amended and Restated Deed of Trust, Security Agreement and Fixture Filing with Power of Sale in behalf of said corporation by authority of its Board of Directors for and on behalf of said corporation as its free act and deed.

Witness my hand and Notarial Seal, this 5th day of December, 2003.

V. Lynn Roller

Notary Public – Signature

V. Lynn Roller

Notary Public – Printed

My Commission Expires

8/16/09
 (notarial seal)

My County of Residence:

Morgan

V. LYNN ROLLER
 Notary Public, State of Indiana
 County of Morgan
 My Commission Expires Aug. 16, 2009

This instrument prepared by and after filing return to Bryan B. Woodruff, DANN PECAR NEWMAN & KLEIMAN, P.C., One American Square, Box 82008, Indianapolis, Indiana 46282.

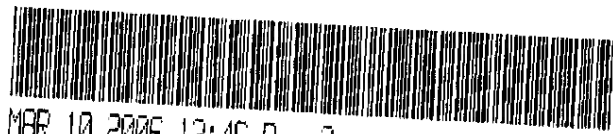
EXHIBIT "A"

A parcel of land in the East Half of the Southeast Quarter of Section 34, Township 16 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, said parcel being more particularly described as follows: Commencing at the East Quarter corner of said Section 34; thence along the Northerly line of said Southeast Quarter, South 87 degrees 37 minutes 15 seconds West, 45.00 feet to the point of beginning; thence continuing along said Northerly line, South 87 degrees 37 minutes 15 seconds West, 285.00 feet; thence parallel with the Easterly line of said Southeast Quarter, South 02 degrees 47 minutes 56 seconds East, 454.50 feet; thence parallel with the Northerly line of said Southeast Quarter, North 87 degrees 37 minutes 15 seconds East, 285.00 feet to a point on the Westerly right of way line of 156th Street, as now established; thence along said Westerly right of way line, North 02 degrees 47 minutes 56 seconds West, 454.50 feet to the point of beginning.

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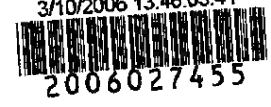
REL 2006027455



MAR 10 2006 13:46 P 3

Reserved for Recording; After recording, return to:

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
3/10/2006 13:46:03.41



DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, HARLAN SPRAGUE DAWLEY, INC., an Indiana Corporation, (the "Trustor"), by Deed of Trust dated July 24, 1997 and filed for record July 31, 1997, and recorded in the office of the Register of Deeds of Douglas County, Nebraska, at Book 5049, Page 551, as amended by that certain Amended and Restated Deed of Trust, Security Agreement and Fixture Filing with Power of Sale dated December 5, 2003 and filed for record December 17, 2003, and recorded in the office of the Register of Deeds of Douglas County, Nebraska as Instrument Number 2003242756 (collectively, the "Deed of Trust"), conveyed to the Trustees named therein certain real estate legally described as follows:

A parcel of land situated in the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 34, Township 16 North, Range 11 East of the 6th P. M., in Douglas County, Nebraska, said parcel described as follows:

Commencing at the East Quarter Corner of said Section 34; thence along the Northerly line of said southeast Quarter, South 87°37'15" West, 45.00 feet, to the Point of Beginning; thence continuing along said Northerly line, South 87°37'15" West, 285.00 feet; thence parallel with the Easterly line of said Southeast Quarter, South 02°47'56" East, 454.50 feet; thence parallel with the Northerly line of said Southeast Quarter, North 87°37'15" East, 285.00 feet, to a point on the Westerly right-of-way line of 156th Street, as now established; thence along said Westerly right-of-way line, North 02°47'56" West, 454.50 feet, to the Point of Beginning.

IN TRUST, to secure the payment of the indebtedness mentioned therein described to LASALLE BANK NATIONAL ASSOCIATION, as agent for LASALLE NATIONAL ASSOCIATION, KEYBANK NATIONAL ASSOCIATION and BANK OF AMERICA NATIONAL ASSOCIATION (the "Beneficiary"); and

WEREAS, the Beneficiary of said Deed of Trust has requested the undersigned to execute the within Deed of Reconveyance.

NOW THEREFORE, pursuant to the request of the legal holder of the indebtedness secured by said Deed of Trust, the undersigned, as Trustee under said Deed of Trust, hereby remises, releases and quitclaims unto the present owner or owners, without warranty, all the estate and interest derived to such Trustee under said Deed of Trust in and to the

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property described therein.

TO HAVE AND TO HOLD the property described in said Deed of Trust, together with all and singular the privileges and appurtenances thereunto belonging.

IN WITNESS WHEREOF, the undersigned as Trustee has executed these presents on this 23rd day of February, 2006.

Chicago Title Insurance Company,
Trustee

By: [Signature]
Print

Name: James A. Leonard
Print

Title: Asst. Vice President

STATE OF Missouri)
COUNTY OF Jackson) ss.

On this 23rd day of February, 2006 before me, a notary public in and for said county and state, personally came Asst. Vice President James A. Leonard of Chicago Title Insurance Company, Trustee, known to me to be the identical person who signed the foregoing Deed of Reconveyance and acknowledged the execution thereof to be his/ her voluntary act and deed and the voluntary act and deed of said company.

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

JACQUELINE LANCASTER
Notary Public-Notary Seal
STATE OF MISSOURI
County of Cass
My Commission Expires: August 22, 2007

[Seal] [Signature]
Notary Public

REQUEST FOR RECONVEYANCE

The undersigned, Beneficiary of the above described Deed of Trust, hereby requests that Chicago Title Insurance Company, Trustee, execute the within Deed of Reconveyance.

La Salle Bank National Association,
as agent for La Salle National
Association, Keybank National Association and
Bank of America National
Association, Beneficiary

By: [Signature]
Print
Name: Matthew R. Doye
Print
Title: Vice President

STATE OF Indiana)
) ss.
 COUNTY OF MARION)

On this 15th day of December, 2005, before me, a notary public in and for said county and state, personally came MATTHEW R. Dore, Vice President of La Salle Bank National Association, as agent for La Salle National Association, Keybank National Association and Bank of America National Association, Beneficiary, known to me to be the identical person who signed the foregoing Request for Reconveyance and acknowledged the execution thereof to be his/ her voluntary act and deed and the voluntary act and deed of said company.

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

[Seal]

Peggy A. Haustein
 Notary Public

PEGGY A. HAUSTEIN, Notary Public
 Resident of Johnson County
 My Commission Expires 1-28-08



REL

2006027457

-60276490



MAR 10 2006 13:46 P 3

Reserved for Recording: After recording, return
to:

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
3/10/2006 13:46:08.21



2006027457

DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, HARLAN SPRAGUE DAWLEY, INC., an Indiana Corporation, (the "Trustor"), by Deed of Trust dated July 24, 1997 and filed for record July 31, 1997, and recorded in the office of the Register of Deeds of Douglas County, Nebraska, at Book 5049, Page 592, as amended by that certain Amended and Restated Deed of Trust, Security Agreement and Fixture Filing with Power of Sale dated December 5, 2003 and filed for record December 17, 2003, and recorded in the office of the Register of Deeds of Douglas County, Nebraska as Instrument Number 2003242756 (collectively, the "Deed of Trust"), conveyed to the Trustees named therein certain real estate legally described as follows:

A parcel of land situated in the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 34, Township 16 North, Range 11 East of the 6th P. M., in Douglas County, Nebraska, said parcel described as follows:

Commencing at the East Quarter Corner of said Section 34; thence along the Northerly line of said southeast Quarter, South 87°37'15" West, 45.00 feet, to the Point of Beginning; thence continuing along said Northerly line, South 87°37'15" West, 285.00 feet; thence parallel with the Easterly line of said Southeast Quarter, South 02°47'56" East, 454.50 feet; thence parallel with the Northerly line of said Southeast Quarter, North 87°37'15" East, 285.00 feet, to a point on the Westerly right-of-way line of 156th Street, as now established; thence along said Westerly right-of-way line, North 02°47'56" West, 454.50 feet, to the Point of Beginning.

2005-60276490

IN TRUST, to secure the payment of the indebtedness mentioned therein described to LASALLE BANK NATIONAL ASSOCIATION, as agent for LASALLE NATIONAL ASSOCIATION, KEYBANK NATIONAL ASSOCIATION and BANK OF AMERICA NATIONAL ASSOCIATION (the "Beneficiary"); and

WHEREAS, the Beneficiary of said Deed of Trust has requested the undersigned to execute the within Deed of Reconveyance.

NOW THEREFORE, pursuant to the request of the legal holder of the indebtedness secured by said Deed of Trust, the undersigned, as Trustee under said Deed of Trust, hereby remises, releases and quitclaims unto the present owner or owners, without warranty, all the estate and interest derived to such Trustee under said Deed of Trust in and to the

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property described therein.

TO HAVE AND TO HOLD the property described in said Deed of Trust, together with all and singular the privileges and appurtenances thereunto belonging.

IN WITNESS WHEREOF, the undersigned as Trustee has executed these presents on this 23rd day of February, 2006

Chicago Title Insurance Company,

Trustee

By: [Signature]

Print

Name: James A. Leonard

Title: Asst. Vice President

STATE OF Missouri)
COUNTY OF Jackson) ss.

On this 23rd day of February, 2006 before me, a notary public in and for said county and state, personally came James A. Leonard Asst. Vice President of Chicago Title Insurance Company, Trustee, known to me to be the identical person who signed the foregoing Deed of Reconveyance and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said company.

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

[Seal] [Signature] Notary Public
JACQUELINE LANCASTER
Notary Public-Notary Seal
STATE OF MISSOURI
County of Jackson
My Commission Expires: August 22, 2007

REQUEST FOR RECONVEYANCE

The undersigned, Beneficiary of the above described Deed of Trust, hereby requests that Chicago Title Insurance Company, Trustee, execute the within Deed of Reconveyance.

LaSalle Bank National Association,
as agent for LaSalle National Association and
Association, Keybank National Association and Bank of America National Association, Beneficiary

By: [Signature]

Print
Name: Matthew R. Doye

Print
Title: Vice President



STATE OF Indiana)
) ss.
 COUNTY OF Madison)

On this 15th day of December, 2005, before me, a notary public in and for said county and state, personally came Matthew R. Dore Vice President of LaSalle Bank National Association, as agent for LaSalle National Association, Keybank National Association and Bank of America National Association, Beneficiary, known to me to be the identical person who signed the foregoing Request for Reconveyance and acknowledged the execution thereof to be his/ her voluntary act and deed and the voluntary act and deed of said company.

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

(Seal)

Peggy A. Haustein
 Notary Public

PEGGY A. HAUSTEIN, Notary Public
 Resident of Johnson County
 My Commission Expires 1-28-08

NOTARIAL SEAL
 REGISTER OF DEEDS