



BK 2235 PG 569-571



DEED 2003 03077

Nebr Doc  
Stamp Tax.  
3-7-03  
Date  
\$ 3512.50  
By CP

REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

03 MAR -7 AM 10:34

RECEIVED

**RUSH**

**WARRANTY DEED**

*F Deed*  
FEE 15.50 FB 01-00000  
3 BKP 31-15-11 C/O \_\_\_\_\_ COMP \_\_\_\_\_  
1 DEL \_\_\_\_\_ SCAN UR PV \_\_\_\_\_

**KNOW THAT ALL MEN BY THESE PRESENTS THAT I or WE, Ruby A. Glover, a single person; Harlan A. Custard, Trustee of the Harlan A. Custard Trust created February 13, 2003; Lorna J. Witt and Terry Witt, wife and husband; and Bernice E. Seefus and Larry M. Seefus, Co-Trustees of the Bernice E. Seefus Funnel Trust, GRANTOR(s) herein called the grantor whether one or more, in consideration of One Dollar and other valuable consideration received from grantees, do hereby grant, bargain, sell, convey, and confirm unto Copperfields, L.L.C., a Nebraska limited liability company, herein called the grantee whether one or more, the following described real property in Douglas County, NE:**

See Exhibit "A" Attached Hereto for Legal Description. (PARCEL 1)

To have and hold above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantees and their assigns, or to the heirs and assigns of the survivor of them forever.

And the grantor does hereby covenant with the grantees and their assigns and with the heirs and assigns of the survivor of them that grantor is lawfully seized of said premises; that they are free from any encumbrance except covenants, easements and restrictions of record; that they are free from all regular taxes and special assessments, except those levied or assessed subsequent to date hereof; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Executed March 4, 2003

Ruby A. Glover  
Ruby A. Glover, a single person

Harlan A. Custard, Trustee of the Harlan A. Custard Trust created February 13, 2003

Harlan A. Custard  
by Harlan A. Custard, Trustee

Lorna J. Witt  
Lorna J. Witt

Terry Witt  
Terry Witt

Bernice E. Seefus and Larry M. Seefus, Co-Trustees of the Bernice E. Seefus Funnel Trust

Bernice E. Seefus  
by Bernice E. Seefus, Co-Trustee

Larry M. Seefus  
Larry M. Seefus, Co-Trustee

8232W 10  
15.50  
WALK THROUGH

State of Nebraska  
County of Douglas

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2003 by Ruby A. Glover, a single person.

Dolores M. Cramer  
Notary Public



State of Nebraska  
County of Douglas

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2003 by Harlan A. Custard, Trustee of the Harlan A. Custard Trust dated February 13, 2003.

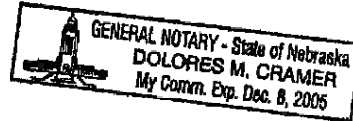
Dolores M. Cramer  
Notary Public



State of Nebraska  
County of Douglas

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2003 by Lorna J. Witt and Terry Witt, husband and wife

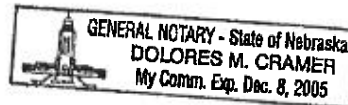
Dolores M. Cramer  
Notary Public



State of Nebraska  
County of Douglas

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2003 by Bernice E. Seefus and Larry M. Seefus, Co-Trustees of the Bernice E. Seefus Funnel Trust.

Dolores M. Cramer  
Notary Public



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Attached to and forming a part of file number: OTW82362

**Parcel 1**

**West half of the Southwest Quarter of Section 31, Township 15 North, Range 11 East of the 6th Principal Meridian, Douglas County, Nebraska, EXCEPT that part taken for road purposes.**

**The ~~above~~ Parcels 1 and 2 being more particularly described as follows: The Southwest Quarter of Section 31, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, EXCEPT the South 153 feet of the East 100 feet; AND ALSO EXCEPT that part taken for roads, the remaining part described by metes and bounds as follows: COMMENCING at the Northwest corner of the Southwest Quarter of Section 31, Thence North 87°16'43" East for 107.71 feet along the North line of the Southwest Quarter to the East right of way line of 204th Street (US Highway 6 / State Highway 31) and the TRUE POINT OF BEGINNING; Thence continuing North 87°16'43" East for 2446.56 feet along said North line to the Northeast corner of the Southwest Quarter of Section 31; thence South 02°22'27" East for 2488.32 feet along the East line of the Southwest Quarter of Section 31, thence South 87°19'25" West for 100.81 feet; thence South 02°39'51" East for 152.80 feet to the South line of the Southwest Quarter of Section 31; thence South 87°20'12" West for 1433.16 feet along said South line; thence North 02°38'55" West for 77.80 feet to the North right of way line of "F" Street; thence South 87°09'59" West for 941.84 feet along said North right of way line to the said East right of way line of 204th Street; thence North 01°51'07" West for 1881.97 feet along said East right of way line to an angle point therein; thence North 01°23'33" West for 682.02 feet along said East right of way line to the POINT OF BEGINNING.**



BK 2235 PG 566-568



DEED 2003 03076

Nebr Doc  
Stamp Tax  
3-7-03  
Date  
\$ 367.50  
BY *CL*

REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

03 MAR -7 AM 10:33

RECEIVED

**RUSH**

**WARRANTY DEED**

Deed  
FEE 15.50 RE 01-60000  
3 BKP 31-15-1470 U.M.P.  
1 DEL SCAM R FV

**KNOW THAT ALL MEN BY THESE PRESENTS THAT I or WE, Ruby A. Glover, a single person; Harlan A. Custard, Trustee of the Harlan A. Custard Trust created February 13, 2003; Lorna J. Witt and Terry Witt, wife and husband; and Larry M. Seefus and Bernice E. Seefus, Co-Trustees of the Larry M. Seefus Funnel Trust, GRANTOR(s) herein called the grantor whether one or more, in consideration of One Dollar and other valuable consideration received from grantees, do hereby grant, bargain, sell, convey, and confirm unto Copperfields, L.L.C., a Nebraska limited liability company, herein called the grantee whether one or more, the following described real property in Douglas County, NE:**

See Exhibit "A" Attached Hereto for Legal Description. (PARCEL 2)

To have and hold above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantees and their assigns, or to the heirs and assigns of the survivor of them forever.

And the grantor does hereby covenant with the grantees and their assigns and with the heirs and assigns of the survivor of them that grantor is lawfully seized of said premises; that they are free from any encumbrance except covenants, easements and restrictions of record; that they are free from all regular taxes and special assessments, except those levied or assessed subsequent to date hereof; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Executed March 4, 2003

*Ruby A. Glover*  
Ruby A. Glover, a single person

Harlan A. Custard, Trustee of the Harlan A. Custard Trust created February 13, 2003

*Harlan A. Custard*  
by Harlan A. Custard, Trustee

*Lorna J. Witt*  
Lorna J. Witt

*Terry Witt*  
Terry Witt

Larry M. Seefus and Bernice E. Seefus, Co-Trustees of the Larry M. Seefus Funnel Trust

*Larry M. Seefus*  
by Larry M. Seefus, Co-Trustee

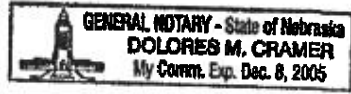
*Bernice E. Seefus*  
by Bernice E. Seefus, Co-Trustee

823624  
15.50  
Walk Through **10**

State of Nebraska  
County of Douglas

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2003 by Ruby A. Glover, a single person.

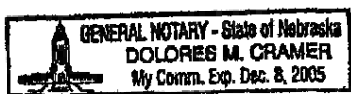
Dolores M. Cramer  
Notary Public



State of Nebraska  
County of Douglas

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2003 by Harlan A. Custard, Trustee of the Harlan A. Custard Trust dated February 13, 2003.

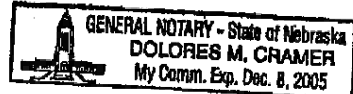
Dolores M. Cramer  
Notary Public



State of Nebraska  
County of Douglas

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2003 by Lorna J. Witt and Terry Witt, husband and wife

Dolores M. Cramer  
Notary Public



State of Nebraska  
County of Douglas

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2003 by Bernice E. Seefus and Larry M. Seefus, Co-Trustees of the Larry M. Seefus Funnel Trust.

Dolores M. Cramer  
Notary Public



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Attached to and forming a part of file number: OTW82362

**Parcel 2**

**East half of the Southwest Quarter of Section 31, Township 15 North, Range 11 East of the 6th Principal Meridian (except the road and the south 153 feet of the East 100 feet thereof), Douglas County, Nebraska.**

The ~~above~~ Parcels 1 and 2 being more particularly described as follows: The Southwest Quarter of Section 31, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, EXCEPT the South 153 feet of the East 100 feet; AND ALSO EXCEPT that part taken for roads, the remaining part described by metes and bounds as follows: COMMENCING at the Northwest corner of the Southwest Quarter of Section 31, Thence North  $87^{\circ}16'43''$  East for 107.71 feet along the North line of the Southwest Quarter to the East right of way line of 204th Street (US Highway 6 / State Highway 31) and the TRUE POINT OF BEGINNING; Thence continuing North  $87^{\circ}16'43''$  East for 2446.56 feet along said North line to the Northeast corner of the Southwest Quarter of Section 31; thence South  $02^{\circ}22'27''$  East for 2488.32 feet along the East line of the Southwest Quarter of Section 31, thence South  $87^{\circ}19'25''$  West for 100.81 feet; thence South  $02^{\circ}39'51''$  East for 152.80 feet to the South line of the Southwest Quarter of Section 31; thence South  $87^{\circ}20'12''$  West for 1433.16 feet along said South line; thence North  $02^{\circ}38'55''$  West for 77.80 feet to the North right of way line of "F" Street; thence South  $87^{\circ}09'59''$  West for 941.84 feet along said North right of way line to the said East right of way line of 204th Street; thence North  $01^{\circ}51'07''$  West for 1881.97 feet along said East right of way line to an angle point therein; thence North  $01^{\circ}23'33''$  West for 682.02 feet along said East right of way line to the POINT OF BEGINNING.



BK 7864 PG 577-584



MTG 2003 09908

REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

03 MAR -7 AM 10: 35

RECEIVED

**RUSH**

WHEN RECORDED MAIL TO:  
First Westroads Bank, Inc.  
10855 West Dodge Road  
Omaha, NE 68154

MTG  
FEE 40.50 FB 01-60000  
BKP31-15-11C/O COMP  
DEL SCAN FOR RECORDER'S USE ONLY

**CONSTRUCTION DEED OF TRUST**

**THIS DEED OF TRUST IS A CONSTRUCTION SECURITY AGREEMENT  
WITHIN THE MEANING OF THE NEBRASKA CONSTRUCTION LIEN ACT**

**THIS DEED OF TRUST** is dated March 4, 2003, among Copperfields, L.L.C., a Nebraska Limited Liability Company, whose address is c/o N. P. Dodge Real Estate, 17809 Pacific St., Omaha, NE 68130 ("Trustor"); First Westroads Bank, Inc., whose address is 10855 West Dodge Road, Omaha, NE 68154 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First Westroads Bank, Inc., whose address is 10855 West Dodge Road, Omaha, NE 68154 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor conveys to Trustee in trust, WITH POWER OF SALE, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Douglas County, State of Nebraska:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 204th and F Street, Omaha, NE. The Real Property tax identification number is 2026000401/2026000001

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Trustor to Lender, or any one or more of them, as well as all claims by Lender against Trustor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Trustor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF TRUSTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN TRUSTOR AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

**CONSTRUCTION MORTGAGE.** This Deed of Trust is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Nebraska.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Trustor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach

01 82362  
40.50  
WALK THROUGH

any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waiver of Homestead Exemption.** Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nebraska as to all indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means First Westroads Bank, Inc., and its successors and assigns.

**Borrower.** The word "Borrower" means Copperfields, L.L.C., a Nebraska Limited Liability Company, and all other persons and entities signing the Note in whatever capacity.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustor or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means First Westroads Bank, Inc., its successors and assigns.

**Note.** The word "Note" means the promissory note dated March 4, 2003, in the original principal amount of \$3,896,875.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means First Westroads Bank, Inc., whose address is 10855 West Dodge Road, Omaha, NE 68154 and any substitute or successor trustees.

**Trustor.** The word "Trustor" means Copperfields, L.L.C., a Nebraska Limited Liability Company.

**TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.**

TRUSTOR:

COPPERFIELDS, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY

By: Michael L. Riedmann  
Michael L. Riedmann, Managing Member of Copperfields, L.L.C., a Nebraska Limited Liability Company



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Attached to and forming a part of file number: OTW82362

**Parcel 1**

West half of the Southwest Quarter of Section 31, Township 15 North, Range 11 East of the 6th Principal Meridian, Douglas County, Nebraska, EXCEPT that part taken for road purposes.

**Parcel 2**

East half of the Southwest Quarter of Section 31, Township 15 North, Range 11 East of the 6th Principal Meridian (except the road and the south 153 feet of the East 100 feet thereof), Douglas County, Nebraska.

The above Parcels 1 and 2 being more particularly described as follows: The Southwest Quarter of Section 31, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, EXCEPT the South 153 feet of the East 100 feet; AND ALSO EXCEPT that part taken for roads, the remaining part described by metes and bounds as follows: COMMENCING at the Northwest corner of the Southwest Quarter of Section 31, Thence North  $87^{\circ}16'43''$  East for 107.71 feet along the North line of the Southwest Quarter to the East right of way line of 204th Street (US Highway 6 / State Highway 31) and the TRUE POINT OF BEGINNING; Thence continuing North  $87^{\circ}16'43''$  East for 2446.56 feet along said North line to the Northeast corner of the Southwest Quarter of Section 31; thence South  $02^{\circ}22'27''$  East for 2488.32 feet along the East line of the Southwest Quarter of Section 31, thence South  $87^{\circ}19'25''$  West for 100.81 feet; thence South  $02^{\circ}39'51''$  East for 152.80 feet to the South line of the Southwest Quarter of Section 31; thence South  $87^{\circ}20'12''$  West for 1433.16 feet along said South line; thence North  $02^{\circ}38'55''$  West for 77.80 feet to the North right of way line of "F" Street; thence South  $87^{\circ}09'59''$  West for 941.84 feet along said North right of way line to the said East right of way line of 204th Street; thence North  $01^{\circ}51'07''$  West for 1881.97 feet along said East right of way line to an angle point therein; thence North  $01^{\circ}23'33''$  West for 682.02 feet along said East right of way line to the POINT OF BEGINNING.



BK 1498 PG 679-683



MISC 2003 07861

REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

03 MAR -7 AM 10: 37

RECEIVED

**PUSH**

**WHEN RECORDED MAIL TO:**

First Westroads Bank, Inc.  
10855 West Dodge Road  
Omaha, NE 68154

*Misc*  
 FEE 25.50 FB 01-60000  
 S BKP 31-15-11 C/O \_\_\_\_\_ COMP \_\_\_\_\_  
 DEL \_\_\_\_\_ FOR RECORDER'S USE ONLY  
 SCAN \_\_\_\_\_

**ASSIGNMENT OF RENTS**

THIS ASSIGNMENT OF RENTS dated March 4, 2003, is made and executed between Copperfields, L.L.C., a Nebraska Limited Liability Company, whose address is c/o N. P. Dodge Real Estate, 17809 Pacific St., Omaha, NE 68130 (referred to below as "Grantor") and First Westroads Bank, Inc., whose address is 10855 West Dodge Road, Omaha, NE 68154 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Douglas County, State of Nebraska:

See EXHIBIT "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 204th and F Street, Omaha, NE. The Property tax identification number is 2026000401/2026000001

**CROSS-COLLATERALIZATION.** In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

- Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.
- Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.
- No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.
- No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance affected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Nebraska and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by

**OT**  
 W 82362  
 25.50  
 WALK THROUGH

**EXHIBIT "A"****LEGAL DESCRIPTION**

Attached to and forming a part of file number: OTW82362

**Parcel 1**

West half of the Southwest Quarter of Section 31, Township 15 North, Range 11 East of the 6th Principal Meridian, Douglas County, Nebraska, EXCEPT that part taken for road purposes.

**Parcel 2**

East half of the Southwest Quarter of Section 31, Township 15 North, Range 11 East of the 6th Principal Meridian (except the road and the south 153 feet of the East 100 feet thereof), Douglas County, Nebraska.

The above Parcels 1 and 2 being more particularly described as follows: The Southwest Quarter of Section 31, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, EXCEPT the South 153 feet of the East 100 feet; AND ALSO EXCEPT that part taken for roads, the remaining part described by metes and bounds as follows: COMMENCING at the Northwest corner of the Southwest Quarter of Section 31, Thence North  $87^{\circ}16'43''$  East for 107.71 feet along the North line of the Southwest Quarter to the East right of way line of 204th Street (US Highway 6 / State Highway 31) and the TRUE POINT OF BEGINNING; Thence continuing North  $87^{\circ}16'43''$  East for 2446.56 feet along said North line to the Northeast corner of the Southwest Quarter of Section 31; thence South  $02^{\circ}22'27''$  East for 2488.32 feet along the East line of the Southwest Quarter of Section 31, thence South  $87^{\circ}19'25''$  West for 100.81 feet; thence South  $02^{\circ}39'51''$  East for 152.80 feet to the South line of the Southwest Quarter of Section 31; thence South  $87^{\circ}20'12''$  West for 1433.16 feet along said South line; thence North  $02^{\circ}38'55''$  West for 77.80 feet to the North right of way line of "F" Street; thence South  $87^{\circ}09'59''$  West for 941.84 feet along said North right of way line to the said East right of way line of 204th Street; thence North  $01^{\circ}51'07''$  West for 1881.97 feet along said East right of way line to an angle point therein; thence North  $01^{\circ}23'33''$  West for 682.02 feet along said East right of way line to the POINT OF BEGINNING.