

FILED SARPBY CO. NE.
INSTRUMENT NUMBER
2003-34977
2003 JUN 25 P 2:47 N
REGISTER OF OFFERS

Counter MA
Verify MA
D.E. MA
Proof MA
Fee \$ 10.50
Cash Chg
207526

QUITCLAIM DEED

Melvin Sudbeck Homes, Inc., a Nebraska corporation, Grantor, in consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged, quitclaims and conveys to Cedar View Development, Inc., a Nebraska corporation, Grantee, the following described real estate (as defined in Neb. Rev. Stat. 76-201) in Sarpy County, Nebraska:

See Exhibit A attached hereto and made a part hereof.

Executed: June 20, 2003.

Melvin Sudbeck Homes, Inc., a Nebraska corporation,
Grantor,

By: [Signature]
Its President

STATE OF NEBRASKA]
COUNTY OF Sarpy]SS:

The foregoing instrument was acknowledged before me on June 20, 2003 by Melvin Sudbeck, the President of Sudbeck Homes, Inc., a Nebraska corporation.

[Signature]
Notary Public



STATE OF NEBRASKA]
COUNTY OF _____]SS:

Filed for record and entered in Numerical Index on _____, Page _____
at _____ o'clock _____ M., and recorded in Book _____

By: _____
County or Deputy County Clerk
Register of Deeds or Deputy Register
Of Deeds

After recording, please return to:
Robert F. Peterson, Attorney
11306 Davenport Street
Omaha, NE 68154-2630

34977

2005-34977A

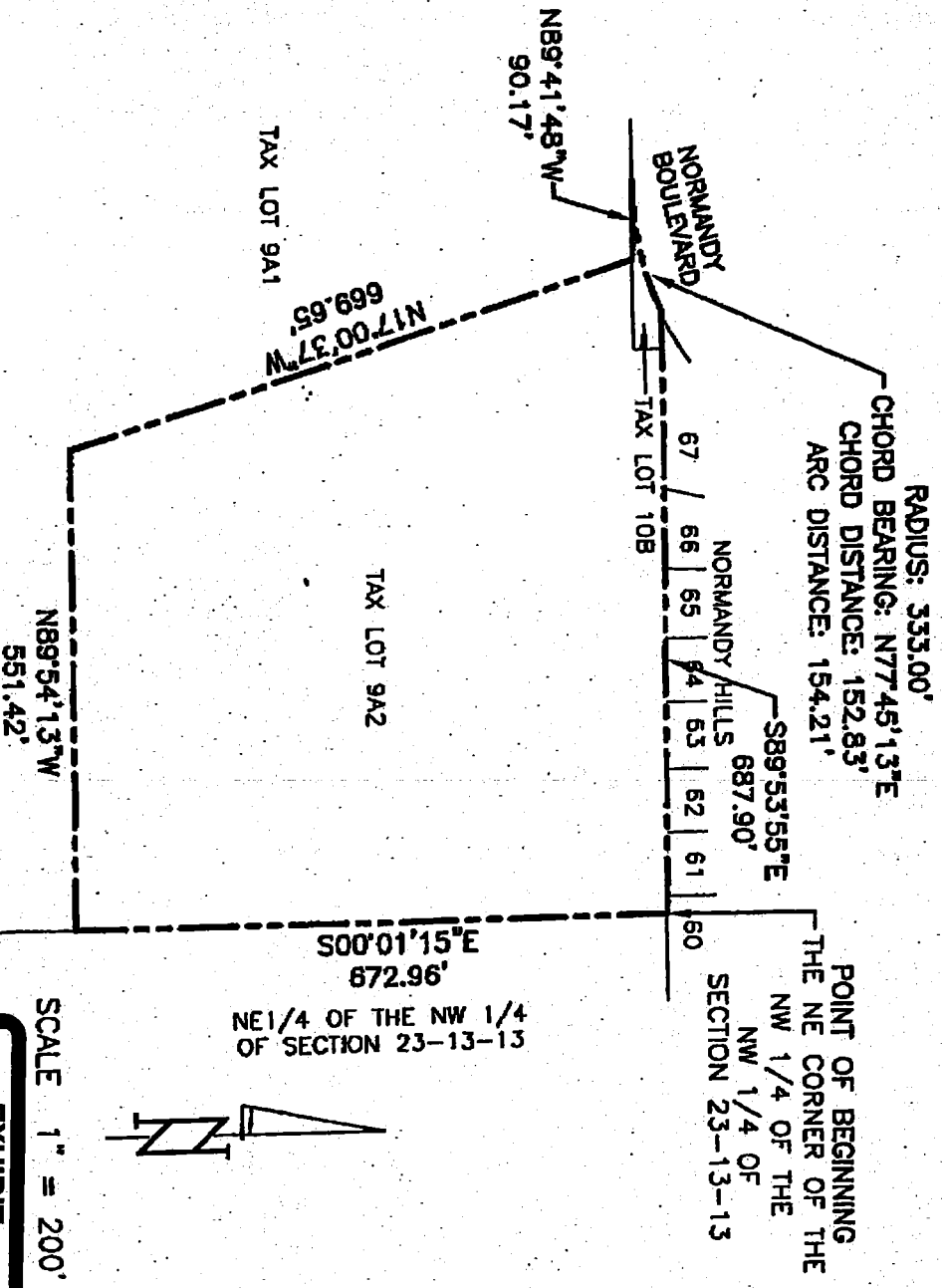
SANTARY AND IMPROVEMENT DISTRICT NO. 242 OF SARPY COUNTY, NEBRASKA - DISTRICT BOUNDARY

LEGAL DESCRIPTION

TAX LOTS 9A2 AND 10B IN THE NW 1/4 OF THE NW 1/4 OF SECTION 23, T13N, R13E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID NW 1/4; THENCE S00°01'15"E (ASSUMED BEARING) 672.96 FEET ON THE EAST LINE OF SAID NW 1/4 OF THE NW 1/4 TO THE SE CORNER OF SAID TAX LOT 9A2; THENCE N89°54'13"W 551.42 FEET ON THE SOUTH LINE OF SAID TAX LOT 9A2 TO THE SW CORNER THEREOF; THENCE N17°00'37"W 669.65 FEET ON THE WEST LINE OF SAID TAX LOT 9A2 TO THE SOUTH LINE OF SAID TAX LOT 10B; THENCE N89°41'48"W 90.17 FEET ON THE SOUTH LINE OF SAID TAX LOT 10B TO THE SW CORNER THEREOF; THENCE NORTHEASTERLY ON THE NORTH LINE OF SAID TAX LOT 10B ON A NON-TANGENT 333.00 FOOT RADIUS CURVE TO THE LEFT, SAID CHORD BEARING N77°45'13"E, CHORD DISTANCE 152.83 FEET, AN ARC DISTANCE OF 154.21 FEET; THENCE S89°53'55"E 687.90 FEET ON THE NORTH LINES OF SAID TAX LOTS 10B AND 9A2 TO THE POINT OF BEGINNING.

CONTAINING 10.10 ACRES MORE OR LESS.



FILED SARPY CO. NE.
INSTRUMENT NUMBER
~~2002-24088~~
2002 JUN 27 P 4: 09 PM
REGISTER OF DEEDS

NEBRASKA DOCUMENTARY
STAMP TAX
JUN 27 2002
\$ 491.25

Counter Dm
Verify SA
D.E. WLV
Proof WLV
Fee \$ 40.50
Cash Chg
ck 6/27/02

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that David L. Crofoot, a non-resident of the State of Nebraska; Jeanne C. Bronk, a non-resident of the State of Nebraska; Anne C. Kuckro, a non-resident of the State of Nebraska; and James P. Crofoot and Rebecca Crofoot, husband and wife, herein called the GRANTOR, whether one or more, in consideration of One Dollar and other valuable consideration received from GRANTEE, does grant, bargain, sell, convey and confirm unto Charles M. Karnik and Kathleen A. Karnik, husband and wife, as joint tenants and not as tenants in common, herein called the GRANTEE whether one or more, the following described real property in Sarpy County, Nebraska:

See Exhibit "A" attached hereto and made a part hereof.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the GRANTEE and to GRANTEE'S heirs, successors and assigns forever.

And GRANTOR does hereby covenant with the GRANTEE and with GRANTEE'S heirs, successors and assigns that GRANTOR is lawfully seized of said premises; that they are free from encumbrance, except those easements, restrictions and covenants of record.

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.

Dated this 12th day of June, 2002.

David L. Crofoot _____ Jeanne C. Bronk _____
Anne C. Kuckro _____ James P. Crofoot _____
Rebecca Crofoot _____
James P. Crofoot
Rebecca Crofoot

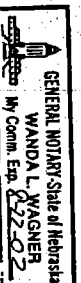
STATE OF NEBRASKA)
) ss.
COUNTY OF DeWels)

On this 12 day of June, 2002, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came James P. Crofoot and Rebecca Crofoot, husband and wife, known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Wanda L Wagner
NOTARY PUBLIC

My commission expires the 12 day of June 2002



JEC 02-2568 24088

2002-24088A

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that David L. Crofoot, a non-resident of the State of Nebraska; Jeanne C. Bronk, a non-resident of the State of Nebraska; Anne C. Kuckro, a non-resident of the State of Nebraska; and James P. Crofoot and Rebecca Crofoot, husband and wife, herein called the GRANTOR, whether one or more, in consideration of One Dollar and other valuable consideration received from GRANTEE, does grant, bargain, sell, convey and confirm unto Charles M. Karnik and Kathleen A. Karnik, husband and wife, as joint tenants and not as tenants in common, herein called the GRANTEE whether one or more, the following described real property in Sarpy County, Nebraska:

See Exhibit "A" attached hereto and made a part hereof.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the GRANTEE and to GRANTEE'S heirs, successors and assigns forever.

And GRANTOR does hereby covenant with the GRANTEE and with GRANTEE'S heirs, successors and assigns that GRANTOR is lawfully seized of said premises; that they are free from encumbrance, except those easements, restrictions and covenants of record.

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.

Dated this 18th day of June, 2002.

David L. Crofoot

Jeanne C. Bronk

Anne C. Kuckro

James P. Crofoot

Rebecca Crofoot

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

On this _____ day of June, 2002, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came James P. Crofoot and Rebecca Crofoot, husband and wife, known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

NOTARY PUBLIC

My commission expires the _____ day of _____, _____.

2002-24088 B

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that David L. Crofoot, a non-resident of the State of Nebraska; Jeanne C. Bronk, a non-resident of the State of Nebraska; Anne C. Kuckro, a non-resident of the State of Nebraska; and James P. Crofoot and Rebecca Crofoot, husband and wife, herein called the GRANTOR, whether one or more, in consideration of One Dollar and other valuable consideration received from GRANTEE, does grant, bargain, sell, convey and confirm unto Charles M. Karnik and Kathleen A. Karnik, husband and wife, as joint tenants and not as tenants in common, herein called the GRANTEE whether one or more, the following described real property in Sarpy County, Nebraska:

See Exhibit "A" attached hereto and made a part hereof.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the GRANTEE and to GRANTEE'S heirs, successors and assigns forever.

And GRANTOR does hereby covenant with the GRANTEE and with GRANTEE'S heirs, successors and assigns that GRANTOR is lawfully seized of said premises; that they are free from encumbrance, except those easements, restrictions and covenants of record.

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.

Dated this 11th day of June, 2002.

David L. Crofoot

Jeanne C. Bronk
Jeanne C. Bronk

Anne C. Kuckro

James P. Crofoot

Rebecca Crofoot

STATE OF NEBRASKA)
)ss.
COUNTY OF _____

On this _____ day of June, 2002, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came James P. Crofoot and Rebecca Crofoot, husband and wife, known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

NOTARY PUBLIC

My commission expires the _____ day of _____, _____.

2002-24088C

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that David L. Crofoot, a non-resident of the State of Nebraska; Jeanne C. Bronk, a non-resident of the State of Nebraska; Anne C. Kuckro, a non-resident of the State of Nebraska; and James P. Crofoot and Rebecca Crofoot, husband and wife, herein called the GRANTOR, whether one or more, in consideration of One Dollar and other valuable consideration received from GRANTEE, does grant, bargain, sell, convey and confirm unto Charles M. Karnik and Kathleen A. Karnik, husband and wife, as joint tenants and confirm tenants in common, herein called the GRANTEE whether one or more, the following described real property in Sarpy County, Nebraska:

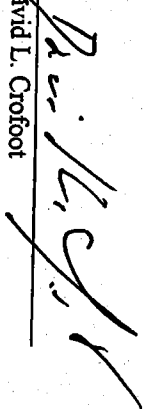
See Exhibit "A" attached hereto and made a part hereof.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the GRANTEE and to GRANTEE'S heirs, successors and assigns forever.

And GRANTOR does hereby covenant with the GRANTEE and with GRANTEE'S heirs, successors and assigns that GRANTOR is lawfully seized of said premises; that they are free from encumbrance, except those easements, restrictions and covenants of record.

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.

Dated this 12 day of June, 2002.

David L. Crofoot 

Jeanne C. Bronk

Anne C. Kuckro

James P. Crofoot

Rebecca Crofoot

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of June, 2002, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came James P. Crofoot and Rebecca Crofoot, husband and wife, known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

2002-24088 D

STATE OF _____)
COUNTY OF _____)

On this _____ day of June, 2002, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came Jeanne C. Bronk, known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.


NOTARY PUBLIC

My commission expires the _____ day of _____, _____.

STATE OF Connecticut)
COUNTY OF Hartford)

On this 27th day of June, 2002, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came Anne C. Kuckro, known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



NOTARY PUBLIC

My commission expires the 31st day of June, 2006.

STATE OF _____)
COUNTY OF _____)

On this _____ day of June, 2002, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came David L. Crofoot, known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

NOTARY PUBLIC

My commission expires the _____ day of _____, _____.

2002-24088E

STATE OF Connecticut)
) ss.
COUNTY OF Litchfield)

On this 17th day of June, 2002, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came Jeane C. Bronk, known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Julie Rossini
NOTARY PUBLIC

My commission expires the 31st day of August, 2003

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of June, 2002, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came Anne C. Kuckro, known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

NOTARY PUBLIC

My commission expires the _____ day of _____, _____.

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of June, 2002, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came David L. Crofoot, known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

NOTARY PUBLIC

My commission expires the _____ day of _____, _____.

2002-24688 F

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of June, 2002, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came Jeanne C. Bronk, known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

NOTARY PUBLIC

My commission expires the _____ day of _____, _____.

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of June, 2002, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came Anne C. Kuckro, known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

NOTARY PUBLIC

My commission expires the _____ day of _____, _____.

Republic of Portugal
Província de Estremadura
City of Lisbon
Embassy of the
United States of America
SS. _____)
) ss.
COUNTY OF _____)

On this 12th day of June, 2002, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came David L. Crofoot, known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

NOTARY PUBLIC
Luis Espada-Platet
Consul General

My commission expires the _____ day of NOVEMBER, _____.

2002-24688G

EXHIBIT "A"

Part of the Northwest 1/4 of the Northwest 1/4 of Section 23, Township 13 North, Range 13 East of the 6th P. M., in Sarpy County, Nebraska, being more particularly described as follows:

Commencing at the Northwest corner of said Section 23; thence N 89°59'42" E (assumed bearing) along the North line of the Northwest 1/4 of said Section 23, a distance of 85.00 feet to a point on the East right-of-way line of Highway 75; thence S 00°06'09" E, along said East right-of-way line, a distance of 33.00 feet to the point of intersection of the East right-of-way line of said Highway 75 and the South line of Normandy Boulevard and the point of beginning; thence N 90°00'00" E, along the South line of said Normandy Boulevard, a distance of 480.03 feet; thence S 17°07'13" E, a distance of 669.67 feet; thence N90°00'00" E, a distance of 551.42 to a point on the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 23; thence S 00°07'18" E, along said East line, a distance of 650.56 feet to the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 23; thence S 89°55'41" W, along the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 23, a distance of 641.84 feet; thence N 01°01'02" E, a distance of 735.72 feet; thence S 89°56'32" W, a distance of 600.19 feet to a point on the East line right-of-way line of said Highway 75; thence N 00°06'09" W, along the East right-of-way line, a distance of 556.37 feet to the point of beginning.

EXCEPT that portion deeded to the State of Nebraska in Warranty Deed dated December 13, 1956, filed January 5, 1957 in Book 82 at Page 343, in the office of the Register of Deeds, Sarpy County, Nebraska.

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002-22856
2002 JUN 19 P 2:14 PM
REGISTER OF DEEDS
Lloyd J. Dowding

Counter D m
Verify SP
D.E. SP
Proof MD
Fee \$ 765.50
ck Cash Chg MRET
cash 5.00

V^o
10^r
qB

❖❖❖

**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING
SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773

MRET

2002-22856A

After Recording Return To: Security Federal Savings, a Federal Savings Bank
1330 "N" St, PO Box 80609
Lincoln, NE 68501-0609

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **June 10, 2002**, together with all Riders to this document.
(B) "Borrower" is **Kathleen A Karnik and Charles M Karnik, wife and husband**

Borrower is the trustor under this Security Instrument.
(C) "Lender" is **SECURITY FEDERAL SAVINGS, A FEDERAL SAVINGS BANK** organized and existing under the laws of **United States of America**. Lender is a **Savings Bank**. Lender's address is **1330 N Street, P.O. Box 80609 Lincoln NE 68501-0609**

(D) "Trustee" is **SECURITY FEDERAL SAVINGS, A FEDERAL SAVINGS BANK**. Lender is the beneficiary under this Security Instrument.
(E) "Note" means the promissory note signed by Borrower and dated **June 10, 2002**. The Note states that Borrower owes Lender **One Hundred Eighty Seven Thousand Five Hundred and no/100 Dollars (U.S. \$ 187,500.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **July 04, 2032**

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider

5 MRT 2002-1929

22856

K.A.K
CMT

FILED SARPY CO. NE.
 INSTRUMENT NUMBER
 2002-24039
 2002 JUN 27 P 2:02
 REGISTER OF REEDS
 Counter D.W.
 Verify SP
 D.E. SP
 Proof MT
 Fee \$ 10.50
 Cash Chg
 6333

Security Federal Savings,
 A Federal Savings Bank
 11820 Nicholas St. STE 102
 Omaha NE 68154-4414

ASSIGNMENT OF DEED OF TRUST/MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Security Federal Savings, a Federal Savings Bank ("Assignor") for good and valuable consideration to it in hand paid by Principal Residential Mortgage, Inc., an Iowa Corporation, 711 High Street, Des Moines, IA 50392-0740, receipt of which consideration is hereby acknowledged, does hereby assign, transfer and set over unto Assignee all its rights, title and interest in and to that certain Deed of Trust/Mortgage executed by Kathleen A Karnik and Charles M Karnik, wife and husband to Security Federal Savings, a Federal Savings Bank, Trustee, dated June 10, 2002, covering the following described property in the County of Sarpy, State of Nebraska.

See attached

and filed for record in the Office of the Register of Deeds of Sarpy County, Nebraska ~~2002~~ on the 19th day of June, 2002 and appearing of record as Instrument No. 2002-248516 with the note(s) of indebtedness described in and secured by the instrument aforesaid.

TO HAVE AND TO HOLD the same unto the said Principal Residential Mortgage, Inc., an Iowa Corporation, and unto its successors and assigns forever.

THIS ASSIGNMENT is made expressly subject to and in accordance with the warranties and representations of Assignor with Assignee pursuant to a certain Mortgage Loan Origination Agreement between Assignor and Assignee, a copy of which is on file in the Office of Assignee.

EXECUTED AND DELIVERED ON June 17, 2002.

Security Federal Savings,
 a Federal Savings Bank
 BY: Janet M Todd
 Title: Vice President

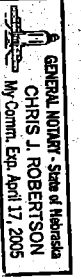
STATE of Nebraska
 COUNTY of Douglas

The foregoing instrument was acknowledged before me on June 17, 2002, by Janet M Todd Vice President of Security Federal Savings, a Federal Savings Bank the assignor, a Nebraska corporation on behalf of the corporation.

WITNESS my hand and notarial seal at my office in said Douglas County at Omaha, June 17, 2002.

MY COMMISSION EXPIRES:

Notary Public Chris J Robertson



24039

SMET 00021929

2002-240374

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 23, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska Described as follows: Commencing at the Northwest Corner of said Section 23; thence North 90 degrees 00' 00" East (assumed bearing), along the North line of the Northwest Quarter of said Section 23, a distance of 85.00 feet; thence South 00 degrees 05' 39" East along the East right-of-way line of Highway 75, a distance of 589.29 feet to the point of beginning; thence North 89 degrees 56' 36" East, a distance of 600.27 feet; thence South 01 degrees 00' 53" West, a distance of 734.56 feet; thence South 89 degrees 56' 36" West along the South line of the Northwest Quarter of the Northwest Quarter of said Section 23, a distance of 586.01 feet; thence North 00 degrees 05' 39" West along said Highway 75 right-of-way line, a distance of 734.43 feet to the point of beginning.

FILED SAMPY CO. NE.
INSTRUMENT NUMBER
2002 24384
2002 JUL -1 A 11:50 PM
REGISTER OF DEEDS

Counter ELU
Verify ELU
D.E. ELU
Proof 50
Fee \$ 20.50
CK Cash Chg

4104226350

Lox
TCAI

TRUST DEED

THIS TRUST DEED is made this 26th day of June 2002 by and between the Trustor,

Kathleen A Karrik and Charles M Karrik, wife and husband

(herein "Borrower"), Security Federal Savings, a Federal Savings Bank
(herein "Trustee"), and the Beneficiary, Security Federal Savings, a Federal Savings Bank
(herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the Trust herein created, irrevocably grants and conveys to Trustee, in trust, with the POWER OF SALE, the following described property located in the County of Sampy State of Nebraska.
See Attached "Exhibit A"

TOGETHER with all buildings, fixtures, and improvements now or hereafter erected thereon and all rights-of-way, easements, leasehold interests, rents, issues, profits, income, tenements, hereditaments, privileges, appurtenances, royalties and mineral, oil, gas and water rights thereto belonging, used or enjoyed with said land or any part thereof, all of which, including replacements and additions thereto shall be deemed to be and remain a part of the property covered by this Trust Deed; and all of the foregoing together with said property are herein referred to as the "Property". Borrower further pledges and assigns to Lender all right, title and interest in any and all monies on deposit with any city, county, public body or agency, sanitary district, gas and/or electric company, telephone company and any other body or agency for installation or to secure the installation of any utilities or improvements pertaining to the Property.

TO SECURE to Lender the repayment of indebtedness evidenced by Borrower's note dated June 26th 2002 (herein "Note") in the principal sum of \$ 125,000.00 with a final maturity, if not sooner paid, of July 1st 2007 and as security for any future advances that may be made by Lender to Borrower from time to time and as security for the payment of any and all other indebtedness of the Borrower to the Lender which may now exist or hereafter arise, all of said sums not to exceed in the aggregate a sum equal to three times the original principal amount of the above recited Note.

BORROWER covenants that Borrower is lawfully seized of the Property hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered by any mortgage, trust deed, contract to purchase, or otherwise, except for a _____ on which the unpaid balance on this date does not exceed \$ _____ Borrower covenants to comply with all the terms and provisions of any prior mortgage, trust deed or contract to purchase upon the Property and to make all payments thereon before they become delinquent. If no name or amount is inserted in this paragraph, then Borrower covenants that there are no prior liens of any kind upon the Property. Borrower further covenants to warrant and defend the title to the Property against all claims and demands. Borrower agrees to execute and deliver from time to time such further instruments as may be requested by Lender in form and substance satisfactory to Lender to confirm the lien of this Trust Deed on any of the aforementioned Property.

Borrower and lender further covenant and agree as follows:

1. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note.
2. At least ten days before they become delinquent, Borrower shall pay all taxes and special assessments levied or assessed against the Property, or any part thereof, and all taxes, levies and assessments levied upon this Trust Deed or the debt which it secures and all payments or monetary obligations required of the owner of the Property under any covenants, declaration, agreement, conditions or restrictions pertaining to the Property or any modification thereof. In the event of the passage of any law changing the collection of such taxes or assessments so as to impair the security of this Trust Deed or the holder hereof or changing in any way the law for the taxation of Trust Deeds or debts secured by Trust Deeds for state and local purposes the Lender shall have the right to declare all sums secured hereby due and payable in full as of a date to be specified by not less than thirty (30) days prior written notice to Borrower, provided however, that such election shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if prior to such specified date does pay such tax and agrees to pay the same when levied or assessed thereafter before delinquency.
3. Borrower shall keep the improvements and buildings, if any, upon the Property insured, with a company or companies approved by the Lender, for an amount not less than the unpaid balance on the indebtedness secured by this Trust Deed with a standard mortgage clause with loss payable to the Lender. If the Property is now or hereafter located in a flood hazard area, Borrower shall, at his expense, acquire and at all times maintain flood insurance on the Property in an amount for no less than the unpaid balance on the indebtedness secured by this Trust Deed with a standard mortgage clause with loss payable to the Lender. Lender may charge Borrower a reasonable fee for the cost of determining whether the Property is in a flood hazard area. If requested by Lender, the Borrower shall obtain and at all times maintain comprehensive general public liability insurance on the Property for an amount not less than \$1,000,000.00 per occurrence with an aggregate coverage of \$2,000,000.00 and an umbrella policy in an amount not less than \$1,000,000.00. Borrower shall deliver said policy or policies to the Lender.
4. In the event of a loss, Borrower shall give prompt notice to the insurance carrier and the Lender and file a proof of loss. If the Borrower is not otherwise in default, the Borrower may elect to apply the insurance proceeds to repair or replace the damaged Property. If economically feasible, and the security of this Trust Deed would not be impaired, if the Borrower is in default under this Trust Deed or the Note or if Borrower elects not to repair or replace the damaged Property or elect to repair or replacement, would not be economically feasible or the security of this Trust Deed would be impaired, then the insurance proceeds shall be applied to the last remaining payments due on the Note. If the insurance proceeds are in excess of the total amount secured by this Trust Deed, the excess shall be paid to the Borrower. Insurance proceeds for repair or replacement shall be placed in escrow with the Lender and disbursed by Lender during or upon completion of such repair or replacement.
5. Upon the request of Lender, for the purpose of providing a fund for the payment of taxes, special assessments and insurance premiums, Borrower shall deposit with Lender, on the dates that payments are due on the Note, an amount equal to the taxes, assessments and insurance premiums next due (as estimated by the Lender, less amounts already deposited thereto) divided by the number of payments on the Note that will become due prior to the date when such taxes, assessments and insurance premiums will become due and payable. In addition Lender may require Borrower to make an initial escrow deposit and to maintain an escrow cushion during the term of the loan to the extent permitted under state law or federal law or regulations applicable to federally related mortgage loans, whichever is greater. Said funds will be held by the Lender in a non-interest bearing escrow account for the purposes set forth above. If the amounts of these deposits are not sufficient to pay taxes, assessments and insurance premiums as they become due, then Borrower shall upon request, pay Lender the amount necessary to make up the deficiency.

2002-245811A

5. Borrower agrees that unless the Lender, in its sole discretion elects a differing allocation, or unless applicable law provides otherwise, that all payments received by Lender shall be applied in the following manner and order: a) reasonable costs and fees including Trustee's fees and attorney fees incurred in exercising the power of sale, b) interest and principal on funds advanced to preserve, protect or maintain the property or to pay insurance premiums, taxes, assessments, prior liens or pursuant to any of the terms of this Trust Deed, c) interest on the Note, d) principal of the Note, and e) interest and principal on any other future advances or other indebtedness secured hereby.

6. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Borrower shall keep and maintain the Property and conduct any construction thereon, all in compliance with all governmental laws, ordinances and regulatory requirements including but not limited to zoning regulations, building codes, environmental laws and the provisions of the American with Disabilities Act (ADA), all as now in existence or as hereafter amended or enacted. Borrower shall immediately advise Lender in writing of any actual or threatened action or proceeding to enforce any such law, ordinance, regulation or restriction against the Property or the Borrower. Borrower shall be solely responsible for and indemnify and hold Lender, its directors, officers, agents, successors or assigns from and against any and all loss, damage, costs, expense or liability arising out of or attributable to Borrower's failure or refusal to comply fully with the requirements hereof.

7. If Borrower fails to: a) maintain or pay the premiums for the required insurance of the Property, or b) pay taxes and assessments before delinquent, or c) pay any amount due under a prior mortgage, trust deed or lien before delinquent, or d) maintain the Property in good repair, or e) perform any of the covenants or agreements of this Trust Deed, then Lender may at its option pay such insurance premiums, taxes, mortgage or trust deed payments, or make repairs and disburse such sums and take such action as it deems necessary to protect its interests without waiving or abating the right to declare a default, and accelerate the debt secured hereby because of any such failure of the Borrower. Any amount so disbursed by the Lender shall constitute additional indebtedness of Borrower secured by this Trust Deed and shall bear interest from the date of disbursement at the rate payable under the Note. Nothing contained in this paragraph shall require Lender to make any such disbursements or take any action whatsoever.

8. Lender may make or cause to be made reasonable entries upon and inspections of the Property.

9. At the request of Lender, the Borrower shall furnish Lender with Borrower's financial statements within 120 days after the end of borrower's fiscal year. All financial statements for that year shall include a balance sheet and income and expense statements and shall be prepared in accordance with generally accepted accounting principles applied on a consistent basis. The Borrower shall certify the statements as being true and correct. Within 30 days after request by Lender, Borrower shall also furnish Borrower's tax returns, schedules of leases, and such other information with respect to Borrower's financial condition and business operations as Lender may reasonably request from time to time.

10. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the remaining unpaid indebtedness secured by this Trust Deed. If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condormor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds to the sums secured by this Trust Deed. Condemnation proceeds or awards shall be credited to the last maturing installment of the indebtedness secured and shall not extend or postpone the due date of the installments referred to in paragraphs 1 and 4 hereof or change the amount of such installments.

11. If the Lender issues a partial release of this Trust Deed, the proceeds received therefor shall be credited to the last maturing installments of the indebtedness secured hereby.

12. If Lender or Trustee either voluntarily or involuntarily reasonable a party to any suit or legal proceeding relating to the Property, Note or this Trust Deed, then Borrower will reimburse the Lender and Trustee for all costs and reasonable attorney fees incurred by the Lender and Trustee relating to such suit or legal proceedings and said sums shall constitute additional indebtedness secured by this Trust Deed and bear interest at the rate payable under the Note, until paid.

13. As additional security, Borrower does hereby assign and grant, a security interest to Lender, in all of the leases, rents, deposits, revenues, accounts receivable, accounts, royalties, profits, proceeds, and contract payments and income of any type whatsoever, present, future or after-acquired, relating to the Property or the use thereof (herein "Rents"). This is a present assignment and not a security interest in Rents shall be valid, enforceable and binding against, unavavoidable by and fully privity as to all parties, including any subsequent purchaser, mortgagee, beneficiary, trustee in bankruptcy, general creditor, lien creditor and any other claimant, provided however, Lender shall not exercise any of its rights to collect Rents unless Borrower is in default under any of the terms of the Note or this Trust Deed. Upon default, all Rents shall be paid directly to Lender and Lender may notify the tenants, any other parties in possession of the Property, or any other person obligated to pay Rents to pay all the Rents directly to Lender. Borrower irrevocably consents and authorizes each person owing Rents to pay the Rents to Lender upon demand by Lender without liability to the paying party as to whether Borrower is in default. If the person owing Rents requests proof an assignment has been made, Lender shall be entitled to take possession of, repair, rent and manage the Property and pay out of Rents received all expenses and costs incurred with any remaining balance to be applied to the last maturing installment of the debt secured by this Trust Deed. Receipt of Rents shall not cure any default. These presents or the collection of Rents or exercise of any of the foregoing rights shall not be deemed or construed to constitute Lender as a mortgagee or any other person in possession of the Property or to obligate Lender to take any action whatsoever and nothing contained herein or action taken hereunder shall bind Lender to the performance of the terms and provisions of any lease or other contract entered into by Borrower and Borrower shall indemnify and hold Lender harmless against any such claim.

Within ten (10) days after request, the Borrower shall furnish Lender a lease schedule, certified to by Borrower, setting forth all leases relating to the Property and the terms and conditions thereof and such other information and documents with respect to such leases as Lender may request. Without the prior consent of the Lender, the Borrower shall not with respect to any lease: (a) accept or permit any prepayment, discount, or advance rent payable hereunder in advance of one month, (b) voluntarily cancel or terminate the same or accept any cancellation, termination or surrender thereof, or permit any event to occur, which would strike the Lessee to terminate or cancel the same, (c) amend, or modify, the same so as to reduce the term thereof, the rent payable hereunder, or to change any renewal provisions therein contained, (d) waive any default, hereunder, or breach thereof, (e) give any consent, waiver or approval hereunder, or take any other action in connection therewith or with the Lessee, hereunder, which would have the effect of impairing the value of Lessor's interest hereunder, or the property subject thereto, or of impairing the position or interest of the Trustee or Lender or (f) sell, assign, pledge, mortgage or otherwise dispose of or encumber, its interest in any such lease or any rents, issues or profits issuing or arising thereunder.

14. Any of the following shall be deemed an event of default (herein "default") under this Trust Deed: (a) failure to pay any installment of principal or interest or any other sum secured hereby when due, (b) a breach or default under any covenant of agreement of Borrower in this Trust Deed, the Note or any other agreements entered into by Borrower with Lender relating to the indebtedness secured hereby, (c) any representation, statement, or covenant made by the Borrower herein, hereafter, pursuant to the terms hereof, or given in connection herewith for any indebtedness secured hereby should be false or misleading, or (d) if the Trustor is a corporation and there is a change in ownership of 50% or more of the corporation's stock or if all or the Trustor is a partnership or limited liability company and there is a change in the membership or a dissolution of the partnership or limited liability company or if all or the part of the Property or any interest therein is deeded, sold by land contract, leased with option to purchase, or otherwise conveyed, alienated or further encumbered either voluntarily or involuntarily without Lender's prior written consent.

15. In the event of default, Lender at its option may declare all of the sums secured by this Trust Deed to be immediately due and payable without further demand and may invoke the power of sale and/or any other remedies permitted by applicable law including the right to foreclose the Trust Deed in the manner provided by law for the foreclosure of mortgages on real estate. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing such remedies including, but not limited to, reasonable attorney fees.

If the power of sale is invoked, Trustee shall record a notice of default in each county in which the Property or some part thereof is located and provide notice thereof in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. Trustee, or the attorney or auctioneer for the Trustee, without demand on Borrower, shall seek as Trustee at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser a Trustee's Deed, without warranty, conveying the property sold. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to the costs and expenses of exercising the power of sale and of the sale including the payment of Trustee's attorney fees, costs of title evidence, and the fees and expenses of any auctioneer engaged to assist in the sale, (b) to all sums secured by this Trust Deed, (c) to the payment of junior trust deeds, mortgages, or other lien holders, and (d) the excess, if any, to the person or persons legally entitled thereto.

Borrower agrees to vacate the premises upon sale by the Trustee or judicial sale. The purchaser shall have all rights available in law or equity to obtain possession of the Property or such occupants thereon. If the Property is occupied by Borrower as a dwelling unit and the Borrower continues to occupy the Property after the sale, the Borrower, at purchaser's election, shall be deemed occupying the Property under a rental agreement terminable at will and may be evicted by the purchaser under the provisions of the Uniform Residential Landlord and Tenant Act. Borrower waives any right to a jury trial in any eviction proceedings. Borrower shall be liable to purchaser for the fair rental value of the Property for any time Borrower continues to occupy or withhold possession of the Property and all costs and attorney fees in connection with any eviction proceedings.

If there are multiple properties securing the indebtedness secured by this Trust Deed, for the purpose of any deficiency action arising after the exercise of the power of sale, the parties agree that Lender's cause of action shall not commence to accrue until the last of such properties that Lender elects to exercise the power of sale on has been sold at Trustee's sale. Lender may elect not to exercise the power of sale or foreclose on any property, in its sole discretion, and any property not so sold shall not enter into any calculations for deficiency judgments. The parties further agree that the fair market value of the Property for any deficiency action shall be the higher of: (a) the amount bid by the highest bidder at the public sale or (b) the value as determined by an independent licensed or registered appraiser in Nebraska, selected by Lender, reduced by the then prevailing realtor's commission imposed for the resale property.

16. Any forbearance by Lender 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 in the event of continuing or future breaches by the Borrower.

17. All remedies provided in this Trust Deed are distinct and cumulative to any other right or remedy under this Trust Deed or afforded by law or equity, and may be exercised concurrently, independently, or successively. If Borrower has given Lender a chattel mortgage, or security agreement on personal property as additional security for the debt secured hereby, in the event of default hereunder or thereunder, Lender shall have the right and option to first foreclose on said personal property without prejudice to the right to thereafter sell or foreclose the Property or to pursue all security at the same time or to pursue the personal property after the sale or foreclosure of the Property.

18. When the obligation secured hereby has been satisfied, the Lender shall, upon written request by the Borrower or Borrower's successor in interest or designated representative deliver a deed of reconveyance in recordable form duly executed by the Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. The Borrower, Borrower's successor in interest or party requesting the reconveyance shall pay all costs incident to the preparation of the reconveyance and recordation thereof, if any.

19. Trustee as Lender's legal counsel, Trustee shall not be liable for any action taken in good faith and the parties hereto shall indemnify and hold harmless Trustee for all acts or omissions except for acts of gross negligence or bad faith. Lender, at Lender's option, may from time to time appoint a successor trustee by filing for record in the office of the Register of Deeds in the County in which this Trust Deed is recorded a substitution of trustee. The new trustee shall succeed to all the power, duties, authority and title of the Trustee named herein or any successor trustee.

AK

2002-24384B

20. Borrower requests that copies of any notice of default and notice of sale be mailed to 15315 S Hwy 75 Bellevue NE 68123

If the Borrower wants to change such address or the person designated to receive such notice then Borrower must file a separate request for such notice with the Register of Deeds of each county in which the Property is located setting forth the name and address of the person to whom notice is to be sent, and identifying the Trust Deed by stating the names of the parties hereto, the date it was recorded and the instrument number or book and page thereof. If no such separate request is filed then notice mailed to the party and address set forth above shall be deemed legally conclusive as notice to the Borrower notwithstanding any subsequent death, incapacity or disability, or change of address, marital status, name, capacity or membership.

21. Borrower warrants and represents that no hazardous material has been placed, held, located or disposed of on, under or at the Property and no underground storage tanks have been installed, used or exist on the Property and there is no investigation, order or litigation with respect to hazardous substances or underground storage tanks relating to the Property. Borrower agrees to not use, generate, store or dispose of or permit the use, generation, storage, or disposal of any hazardous material above, in, on, or under the Property now or at any future time and shall not install, underground storage tanks upon the Property. If it is determined at any time that there are hazardous materials located above, in, on, or under the Property, which under environmental law require a special handling, use, collection, storage, treatment or disposal, the Borrower shall commence within thirty (30) days after notice thereof, at its sole expense to comply with all such environmental requirements. Failure to comply with such environmental requirements shall constitute an event of default under this Trust Deed. Borrower agrees to indemnify and hold harmless Lender against and from any and all claims, costs and proceedings, which may be asserted against Lender relating to or arising from environmental matters, laws or regulations. This indemnification shall survive notwithstanding the exercise of the power of sale, foreclosure or deed of reconveyance.

22. Extension of the time for payment or modification of any amortization of any the indebtedness to any successor in interest of the Borrower shall not operate to release in any manner the liability of Borrower. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Trust Deed upon any portion of the Property not then or thereafter released as security for the full amount of all unpaid obligations, Lender may, from time to time and without notice, (1) release any person so liable, (2) extend the maturity or alter any of the terms of such obligations, (3) grant other indulgences, (4) release or reconvey or cause to be reconveyed at any time at Lender's option any parcel, portion or all of the Property, (5) take or release any other or additional security for any obligation herein mentioned, or (6) make compositions or other arrangements with debtors in relation thereto.

23. This Trust Deed shall constitute a security agreement and hence filing under the provisions of the Nebraska Uniform Commercial Code with respect to those fixtures constituting a part of the Property together with all other property Borrower now or hereafter located at or on the Property. Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code in addition to the rights and remedies created under and accordance to Lender pursuant to this Trust Deed.

24. This Trust Deed shall be governed by the laws of the State of Nebraska.

25. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure, to the respective heirs, representatives, successors and assigns of the parties. All covenants and agreements of Borrower shall be joint and several. Whenever reference is made to the singular hereunder, it shall include the plural and the plural shall include the singular.

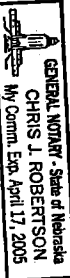
IN WITNESS WHEREOF, Borrower has executed this Trust Deed.

Kathleen A Karnik
Borrower Kathleen A Karnik

Charles M Karnik
Borrower Charles M Karnik

Borrower

Borrower



ACKNOWLEDGMENTS

STATE OF Nebraska The foregoing instrument was acknowledged before me this 26th day of June
County of Douglas 2002 by Kathleen A Karnik and Charles M Karnik, wife and husband

Chris J Robertson
Notary Public Chris J. Robertson

STATE OF _____ The foregoing instrument was acknowledged before me this _____ day of _____
County of _____ by _____

Notary Public

STATE OF _____ The foregoing instrument was acknowledged before me this _____ day of _____
County of _____ by 1 _____ of _____ a _____ corporation, on behalf of the corporation

Notary Public

STATE OF _____ The foregoing instrument was acknowledged before me this _____ day of _____
County of _____ by _____ a partner, on behalf of _____ a partnership.

Notary Public

STATE OF _____ Entered on numerical index and filed for record in the Register of Deeds Office of said County the _____ day
of County of _____ at _____ o'clock and _____ minutes
_____ M., and recorded in Book _____ of _____ at page _____

Register of Deeds
By _____ Deputy

2002-24384 C

EXHIBIT "A"

Part of the Northwest ¼ of the Northwest ¼ of Section 23, Township 13 North, Range 13 East of the 6th P.M. as surveyed and recorded in Sarpy County, Nebraska, being more particularly described as follows:

Commencing at the Northwest corner of said Section 23; thence N 89° 59' 42" E (assumed bearing) along the North line of the Northwest ¼ of said Section 23, a distance of 85.00 feet to a point on the East right-of-way line of Highway 75; thence S 00° 06' 09" E, along said East right-of-way line, a distance of 33.00 feet to the point of intersection of the East right-of-way line of said Highway 75 and the South line of Normandy Boulevard and the point of beginning; thence N 90° 00' 00" E, along the South line of said Normandy Boulevard, a distance of 480.03 feet; thence S 17° 07' 13" E, a distance of 669.67 feet; thence N 90° 00' 00" E, a distance of 551.42 feet to a point on the East line of the Northwest ¼ of the Northwest ¼ of said Section 23; thence S 00° 07' 18" E, along said East line, a distance of 650.56 feet to the Southeast corner of the Northwest ¼ of the Northwest ¼ of said Section 23; thence S 89° 55' 41" W, along the South line of the Northwest ¼ of the Northwest ¼ of said Section 23, a distance of 641.84 feet; thence N 01° 01' 02" E, a distance of 735.72 feet; thence S 89° 56' 32" W, a distance of 600.19 feet to a point on the East line right-of-way line of said Highway 75; thence N 00° 06' 09" W, along said East right-of-way line, a distance of 556.37 feet to the point of beginning, containing 16.832 acres more or less.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT David N. Crofoot and Katharine B. Crofoot, husband and wife of the County of Sarpy and State of Nebraska for an in consideration of the sum of One Thousand and NO/100 Dollars (\$1,000.00) in hand paid do hereby grant, bargain, sell, convey and confirm unto THE STATE OF NEBRASKA the following described real estate in situated in Sarpy County, and State of Nebraska,

TO-WIT:

A tract of land located in the western part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Beginning at the northwest corner of said Section 23; thence southerly on the West line of the Northwest Quarter of the Northwest Quarter of said Section 23 a distance of 1,321.6 feet, more or less, to the southwest corner of said Northwest Quarter of the Northwest Quarter; thence easterly on the South line of said Northwest Quarter of the Northwest Quarter a distance of 83.8 feet; thence northerly a distance of 1,321.6 feet to a point on the North line of said Northwest Quarter of the Northwest Quarter; thence westerly on said North line a distance of 85.0 feet to the point of beginning, containing 2.56 acres, more or less, which includes 1.04 acres, more or less, previously occupied as a public highway, the remaining 1.52 acres, more or less, being the additional acreage hereby secured.

There will be no right of access from the above described tract onto the remaining lands of the grantor except one 30 feet in width, the center line of which to be located 1,235.6 feet southerly from the North line of said Northwest Quarter of the Northwest Quarter.

Also, a tract of land located in the western part of the Southwest Quarter of the Southwest Quarter of Section 14, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Beginning at the southwest corner of said Section 14; thence northerly on the West line of the Southwest Quarter of the Southwest Quarter of said Section 14 a distance of 1,318.4 feet, more or less, to the northwest corner of said Southwest Quarter of the Southwest Quarter; thence easterly on the North line of said Southwest Quarter of the Southwest Quarter a distance of 121.7 feet; thence southerly a distance of 441.2 feet to a point 113.9 feet easterly from said West line; thence continuing southerly a

144 57 10A

DEED 82

8-3-44

distance of 677.2 feet, more or less, to a point on the South line of said Southwest Quarter of the Southwest Quarter; thence westerly on said South line a distance of 115.0 feet to the point of beginning, containing 3.50 acres, more or less, which includes 1.17 acres, more or less, previously occupied as a public highway, the remaining 2.33 acres, more or less, being the additional acreage hereby secured.

There will be no right of access from the above described tract onto the remaining lands of the grantor except one 30 feet in width, the center line of which is to be located 1,276.4 feet westerly from the South line of said Southwest Quarter of the Southwest Quarter.

TO HAVE AND TO HOLD the premises above described, together with all the tenements, hereditaments and appurtenances thereto belonging, unto the said free State of Nebraska and to its successors and assigns forever.

And we do hereby covenant with the said grantees and with the successors and assigns that we are lawfully seized of said premises; that they are free from encumbrance, that we have good right and lawful authority to sell the same; and we do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whatsoever.

And the said Katharine B. Crofoot hereby relinquishes all her rights of every name and kind in and to the above described premises.

Signed this 13th day of December A.D. 1956

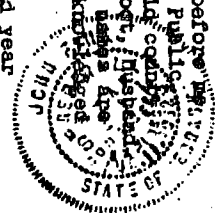
In Presence of David W. Coffey

Katharine B. Crofoot

STATE OF Nebraska }
COUNTY } ss.

On this 13th day of Dec, A.D. 1956 before me, David W. Coffey, a Notary Public for the State of Nebraska, duly commissioned and qualified for and residing in said county, personally came David M. Crofoot and Katharine B. Crofoot, his wife and wife to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
My Commission expires 3-1-57
David W. Coffey
NOTARY PUBLIC



DEED 82

95-10287

95 JAN 9 1995
David & Doreen

Prof	<input checked="" type="checkbox"/>
D.E.	<input checked="" type="checkbox"/>
Verify	<input checked="" type="checkbox"/>
File	<input type="checkbox"/>
Checker	<input type="checkbox"/>
Fee \$	5.50

95-00287

NEBRASKA DOCUMENTARY STAMP TAX
JAN 9 - 1995
EX15 BY <u>AP</u>

**DEED OF DISTRIBUTION
BY
PERSONAL REPRESENTATIVE**

James P. Crofoot, Personal Representative of the Estate of David N. Crofoot, Deceased, GRANTOR, conveys an undivided one-fourth (1/4) interest to each of the following persons: David L. Crofoot, Jeanne C. Brook, Anne C. Kudro, and James P. Crofoot, GRANTEES, in the following described real estate:

Tax Lot 9A in the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 23, Township 13 North, Range 13 east of the 6th P.M., Sarpy County, Nebraska, subject to all easements and restrictions of record

GRANTOR has determined that the GRANTEES are the persons entitled to distribution of the real estate from said estate. GRANTOR covenants with GRANTEES that GRANTOR has legal power and lawful authority to convey said property.

Executed this 9th day of January, 1995.

ESTATE OF DAVID N. CROFOOT, DECEASED

By: *James P. Crofoot*
James P. Crofoot, Personal Representative

STATE OF NEBRASKA)
)
) SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on January 9, 1995 by James P. Crofoot, Personal Representative of the Estate of David N. Crofoot, Deceased

*Witness, please
see original attached*



David D. Welch
Notary Public

Welsh, Follenkamp & Boyle
11440 West Center Road
Omaha, Nebraska 68144
Att: Daniel D. Welch

10287

PERSONAL REPRESENTATIVE'S JOINT TENANCY DEED
(Pursuant to Power of Sale in Will)

90-10571

JAMES P. CROFOOT,

Personal Representative of the Estate of

David N. Crofoot,

Deceased, GRANTOR,

pursuant to authority given by the Will of the Deceased, in consideration of

Ten and no/100-----

DOLLARS received from GRANTEES,

Charles M. Karnik and Kathleen A. Karnik,

conveys to GRANTEES, as joint tenants and not as tenants in common, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

See the attached Exhibit "A".

FILED SARRY CO. ME.

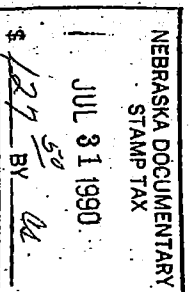
INSTRUMENT NUMBER

90-10571

90 JUL 31 AM 9: 58

REGISTER OF DEEDS

Shirley Boudreau



INDEXED
FILED
GRANTOR
GRANTEE
CHICAGO
FEE \$ 10.50

subject to easements and restrictions of record.

GRANTOR covenants with GRANTEES that GRANTOR has legal power and lawful authority to convey the same.

Executed, 7/27 19 90

ESTATE OF David N. Crofoot DECEASED.

By *James P. Crofoot*
Personal Representative

) ss:

STATE OF NEBRASKA)
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on July 27 19 90

by James P. Crofoot Personal Representative of the Estate of

..... David N. Crofoot Deceased.



William A. Lynch
Notary Public
My commission expires March 25, 1992.

10571

ALT ✓

90-10577A

LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH PM, SARRY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 90°00'00" EAST (ASSUMED BEARING), ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 85.00 FEET; THENCE SOUTH 00°05'39" EAST ALONG THE EAST RIGHT-OF-WAY BEGINNING; THENCE NORTH 89°56'36" EAST, A DISTANCE OF 589.29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°00'53" WEST, A DISTANCE OF 600.27 FEET; THENCE SOUTH 89°56'36" WEST, A DISTANCE OF 734.56 FEET; THENCE SOUTH 89°56'36" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 586.01 FEET; THENCE NORTH 00°05'39" WEST ALONG SAID HIGHWAY 75 RIGHT-OF-WAY LINE, A DISTANCE OF 734.43 FEET TO THE POINT OF BEGINNING, CONTAINING 10.000 ACRES, MORE OR LESS.

SUBJECT TO EASEMENT OF RECORD.

EXHIBIT "A"

FILED SARYPY CO. NE.
 INSTRUMENT NUMBER
2003-24653
 2003 MAY -7 P 3:36 P
 REGISTER OF DEEDS

NEBRASKA DOCUMENTARY
 STAMP TAX
 MAY 07 2003
 \$ EX4 BY D

Counter DAK
 Verify AK
 D.E. AK
 Proof AK
 Fee \$ 5.50
 CK Cash CRG
 119053

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT I or WE, James P. Crofoot and Rebecca Crofoot, husband and wife, herein called the grantor whether one or more, in consideration of One Dollar and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto Melvin Sudbeck Homes, Inc., herein called the grantee whether one or more, the following described real property in Sarpy County, Nebraska:

Trx Lot 10B, being all of Trx Lot 10, not taken into Normandy Hills Subdivision, lying in the Northwest Quarter of Section 23, Township 13, North Range 13, East of the 6th P.M., Sarpy County, Nebraska.

To have and to hold the above described premises together with all tenements, hereditaments, appurtenances and reservations thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance except covenants, easements and restrictions of record; 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.

Dated: 5/1, 2003

James P. Crofoot
 James P. Crofoot
Rebecca Crofoot
 Rebecca Crofoot

NEBRASKA TITLE & ESCROW CO.

STATE OF NEBRASKA
 COUNTY OF Sarpy

The foregoing instrument was acknowledged before me this 1st day of May, 2003 by James P. Crofoot and Rebecca Crofoot, husband and wife.

Notary Public

Donna J. Webster



24653

L-151220

FILED SARYY CO. NE.
 INSTRUMENT NUMBER
2003-24654
 2003 MAY -7 P 3:38 @
Rebecca Crofoot
 REGISTER OF DEEDS

NEBRASKA DOCUMENTARY
 STAMP TAX
 MAY 07 2003
 \$ 385.00 BY 7

Counter DA
 Verify DA
 D.E. DA
 Profit DA
 Fee \$ 30.50
 OK Cash Chg
 119053

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT I OR WE, David L. Crofoot and Peppereil Crofoot, husband and wife and Jeanne C. Bronk and Mitchell Bronk, wife and husband and Anne C. Kuckro and Leo Kuckro, wife and husband and James P. Crofoot and Rebecca Crofoot, husband and wife, herein called the grantor whether one or more, in consideration of One Dollar and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto Melvin Sudbeck Homes, Inc., herein called the grantee whether one or more, the following described real property in Sarpy County, Nebraska:

See Attached Legal Description.

To have and to hold the above described premises together with all tenements, hereditaments, appurtenances and reservations thereto belonging unto the grantee and to grantee's heirs and assigns forever.
 And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance except covenants, easements and restrictions of record; 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.

Dated: 4/17/03

David L. Crofoot
 David L. Crofoot
Peppereil M. Crofoot
 Peppereil Crofoot
Jeanne Bronk
 Jeanne C. Bronk
Mitchell Bronk
 Mitchell Bronk
Anne C. Kuckro
 Anne C. Kuckro
Leo Kuckro
 Leo Kuckro
James P. Crofoot
 James P. Crofoot
Rebecca Crofoot
 Rebecca Crofoot

DAKOTA TITLE & TRUST CO.

151220



A

STATE OF Connecticut
COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 17th day of April, 2013 by Lee G. Kuchro, husband of Anne C. Kuchro.

William S. Webster
Notary Public
My Commission Expires: 5/31/14

Republic of Portugal
Praçaria of Estremadura
City of Lisbon
Embassy of the
United States of America

S.S.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this 19th day of March 2003 by David

L. Crofoot and Pepprell Crofoot, husband and wife.
Notary Public Daniel Bazan
Notary

B

STATE OF Connecticut
COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 20th day of March, 2003 by Anne C. Kuckro ~~and Rebecca Crofoot, wife of Lee G. Kuckro.~~ wife of Lee G. Kuckro.

Christine E. Whigham
Notary Public My Commission Expires: 3/31/06

STATE OF Connecticut
COUNTY OF Litchfield

The foregoing instrument was acknowledged before me this 26th day of March 2003 by Jeanne C. Bronk and Mitchell Bronk, wife and husband.

Julie G. Morrison
Notary Public JULIE G. MORRISON
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2006

STATE OF Connecticut
COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 4th day of April 2003 by James P. Crofoot and Rebecca Crofoot, husband and wife.

Notary Public Dennis J. Webster



2003-24654C

LEGAL DESCRIPTION

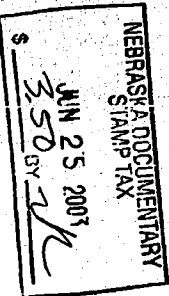
Of the NW 1/4
All the Northwest Quarter except Highway Right-of-way and Excepting
also Tax Lot 10.

EXCEPT

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 23, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska described as follows:
Commencing at the Northwest corner of said Section 23; thence N90°00'00"E (assumed bearing), along the North line of the Northwest Quarter of said Section 23, a distance of 85.00 feet; thence S00°05'39"E along the East Right-of-Way Line of Highway 75, a distance of 589.29 feet to the point of beginning; thence N89°56'36"E along a distance of 600.27 feet; thence S01°01'53"W, a distance of 734.56 feet; thence S89°56'36"W along the South line of the Northwest Quarter of the Northwest Quarter of said Section 23, a distance of 586.01 feet; thence N00°05'39"W along said Highway 75, Right-of-Way line, a distance of 734.43 to the point of beginning.

EXCEPT

A parcel of land in the Northwest Quarter of Section 23, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, being more particularly described as follows:
Commencing at the Northwest corner of said Section 23; thence N89°59'42"E along the North line of said Section a distance of 85.00 feet to a point of the East Right-of-Way line of Highway 75; thence S00°06'09"E along the East Right-of-Way line of Highway 75 a distance of 33.00 feet to the point of beginning; thence N90°00'00"E a distance of 480.03 feet; thence S17°07'13"E a distance of 669.67 feet; thence N90°00'00"E a distance of 551.42 feet; thence S00°07'18"E a distance of 650.56 feet; thence S89°55'41"W a distance of 641.84 feet; thence N01°01'02"E a distance of 735.72 feet; thence S89°56'32"W a distance of 600.19 feet to a point on the East Right-of-Way line of Highway 75; Thence N00°06'09"W along the Right-of-Way line a distance of 556.37 feet to the point of beginning.



FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-34978
2003 JUN 25 P 2:48 PM
REGISTER OF DEEDS
Ronald W. Williams

County Sarpy
Verify EW
D.E. 20752
Proof AK
Fee \$ 10.50
OK Cash Chg
20752
20756

QUITCLAIM DEED

Cedar View Development, Inc., a Nebraska corporation, Grantor, whether one or more, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, quitclaims and conveys an undivided one-fifth (1/5) interest to each of the following: Henry J. Sudbeck, JeAnn Sudbeck, Melvin J. Sudbeck, Terry Wise and Tammy Hollingshead, Grantees, in the following described real estate (as defined in Neb. Rev. Stat. 76-201) located in Sarpy County, Nebraska:

See Exhibit "A" attached hereto and by reference made a part hereof for the legal description of the real estate.

Executed: June 24, 2003

Cedar View Development, Inc.,
a Nebraska corporation

By: *Melvin J. Sudbeck*
Its: President

STATE OF NEBRASKA]
COUNTY OF Douglas]SS:

The foregoing instrument was acknowledged before me on June 24, 2003 by *Melvin J. Sudbeck*, the President of Cedar View Development, Inc., a Nebraska corporation.

Marilyn Kuehl



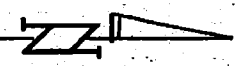
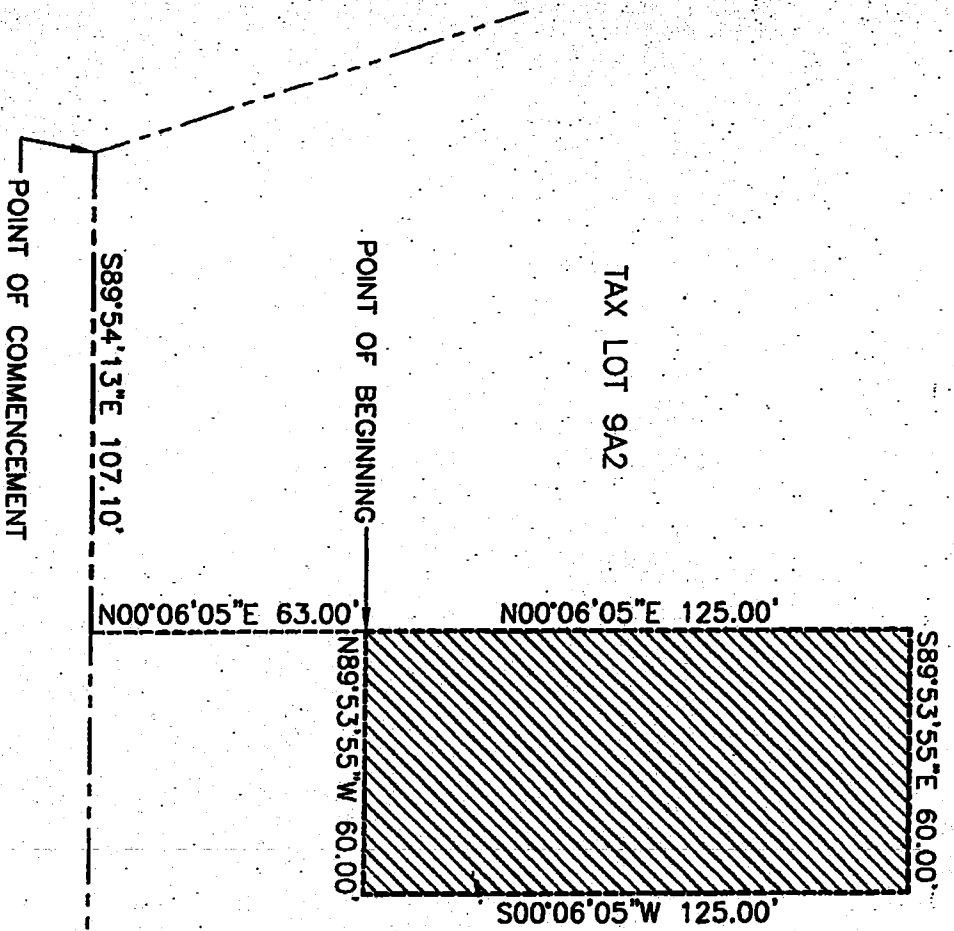
STATE OF NEBRASKA
County of _____
Filed for record and entered in Numerical Index on _____ M, and recorded in Book _____ Page _____ at _____ o'clock _____ M, and recorded in Book _____ Page _____ at _____

By: _____
County or Deputy Clerk
Register of Deeds or Deputy Register of Deeds

Return to: Robert F. Peterson
11306 Davenport Street
Omaha, NE 68134

RFP

2005-349784



SCALE: 1"=40'

LEGAL DESCRIPTION

THAT PART OF TAX LOT 9A2 IN THE NW 1/4 OF THE NW 1/4 OF SECTION 23, T13N, R13E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SW CORNER OF SAID TAX LOT 9A2:
THENCE S89°54'13"E (ASSUMED BEARING) 107.10 FEET ON THE SOUTH LINE OF SAID TAX LOT 9A2;
THENCE N00°06'05"E 63.00 FEET TO THE POINT OF BEGINNING;
THENCE N00°06'05"E 125.00 FEET;
THENCE S89°53'55"E 60.00 FEET;
THENCE S00°06'05"W 125.00 FEET;
THENCE N89°53'55"W 60.00 FEET TO THE POINT OF BEGINNING.

S.I.D. 242 TD2 FILE NO.: 1056-122-TP THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68118

DATE:



FILED SARY CO., NE
 INSTRUMENT NUMBER
2004-15500
 2004 AP 30 PM 3:10
 REGISTER OF DEEDS
 COUNTER ST C.E. AK
 VERIFY ST D.E. AK
 PROOF ST
 FEES \$ 17.00
 CHECK# _____
 REJUNDO
 CASH _____
 CREDIT _____
 SHORT _____
 NCR _____

February 18, 2004

Doc #

JOINT UTILITY EASEMENT

CEDAR VIEW DEVELOPMENT, INC., a Nebraska Corporation

Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8),
 Cedarview Subdivision, as surveyed, platted and recorded in Sary County, Nebraska.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the Omaha Public Power District, Qwest Communications, and any other company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, subject to matters of record, a permanent utility easement to erect, operate, maintain, repair, and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electrical current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over through, under and across the following described real estate, to wit:

The North Twenty feet (N20') of the above described property.
 (See reverse side hereof for sketch of easement area.)

The Grantor hereby grants to said Utilities, their successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip.

Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District.

No permanent buildings or retaining walls shall be placed in the easement area, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Utilities forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 8 day of April, 2004.

OWNERS SIGNATURE(S)

CEDAR VIEW DEVELOPMENT,
 INC., a Nebraska Corporation

By [Signature]

Its President

RETURN TO:
 OMAHA PUBLIC POWER DISTRICT
 % Right of Way 6W/EPI
 444 South 16th Street Mall
 Omaha, NE 68102-2247

2004-155007

CORPORATE ACKNOWLEDGMENT

STATE OF Nevada
COUNTY OF Douglas

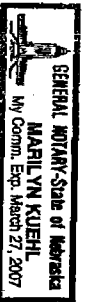
On this 8th day of April, 2004, before me the undersigned a Notary Public in and for said County, personally came Melvin Suddbeck

President of Cedar View Development, Inc.

personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s), and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Marilyn Kuehl
NOTARY PUBLIC



INDIVIDUAL ACKNOWLEDGMENT

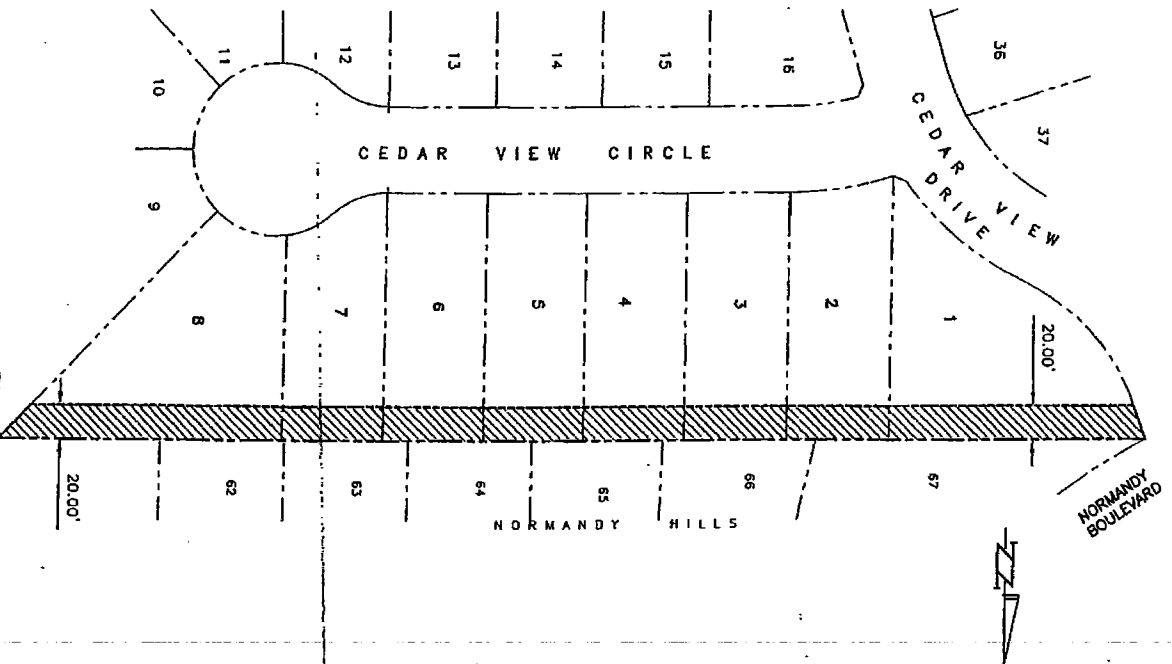
STATE OF ~~NEVADA~~
COUNTY OF ~~DOUGLAS~~

On this ~~8th~~ day of ~~April~~, 2004, before me the undersigned, a Notary Public in and for said County and State, personally appeared ~~Melvin Suddbeck~~

~~personally to me known to be the identical person(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.~~

~~Witness my hand and Notarial Seal the date above written.~~

~~Marilyn Kuehl
NOTARY PUBLIC~~



FILED SARY COUNTY, NE
 INSTRUMENT NUMBER
2004-15500
 2004 AP 30 PM 3:10
 REGISTER OF DEEDS

COUNTY SA C.E. DE
 VERIFY SA D.E. DE
 PROOF SA
 FEES \$ 14.00
 CHECK# _____
 CHECK# _____
 CASH _____
 *REFUND ORP CREDIT _____
 SHORT _____ NRR _____

February 18, 2004

Doc.#

JOINT UTILITY EASEMENT

CEDAR VIEW DEVELOPMENT, INC., a Nebraska Corporation
 Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8),
 Cedarview Subdivision, as surveyed, platted and recorded in Sary County, Nebraska.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the Omaha Public Power District, Qwest Communications, and any other company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, subject to matters of record, a permanent utility easement to erect, operate, maintain, repair, and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electrical current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over through, under and across the following described real estate, to wit:

The North Twenty feet (N20') of the above described property.
 (See reverse side hereof for sketch of easement area.)

The Grantor hereby grants to said Utilities, their successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip.

Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District.

No permanent buildings or retaining walls shall be placed in the easement area, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Utilities forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 8 day of April, 2004.

OWNERS SIGNATURE(S)

CEDAR VIEW DEVELOPMENT,
 INC., a Nebraska Corporation

By [Signature]
 Its President

RETURN TO:
 OMAHA PUBLIC POWER DISTRICT
 % Right of Way 6W/EP1
 444 South 16th Street Mall
 Omaha, NE 68102-2247

2004-155004

CORPORATE ACKNOWLEDGMENT

STATE OF Nebraska
COUNTY OF Douglas

On this 8th day of April, 2004, before me the undersigned, a Notary Public in and for said County, personally came Melvin Sudbeck

President of Cedar View Development, Inc.

personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Marilyn Kudsk
NOTARY PUBLIC



INDIVIDUAL ACKNOWLEDGMENT

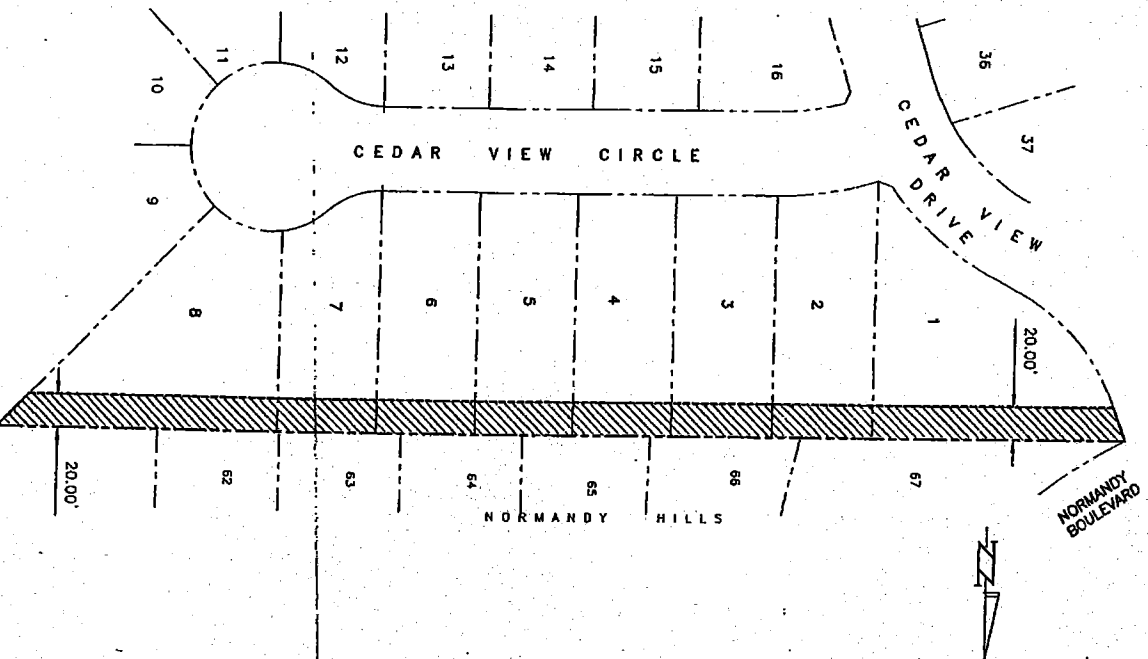
STATE OF Nebraska
COUNTY OF Douglas

On this 8th day of April, 2004, before me the undersigned, a Notary Public in and for said County and State, personally appeared Melvin Sudbeck

personally to me known to be the identical person(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Marilyn Kudsk
NOTARY PUBLIC



NW 1/4, Section 23, T. 13, N. R. 13, E, County Sady ROW R/D Date February 18, 2004

Customer Rep. Williams Engineer Scholz State Reg. # 1626416671 W.O.# 00147870

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2004-27407
2004 JUL 19 A 10:41 9
Robert F. Peterson
REGISTER OF DEEDS

COUNTER *PKC*
VERIFY *PKC*
PROOF *PKC*
FEES \$ 15.50
CHECK# 21684
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NOR _____

SIGN AND LANDSCAPE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CEDAR VIEW, INC., a Nebraska corporation ("Grantor"), the owner of Lot 1, Cedar View, a subdivision in Sarpy County, Nebraska for and in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt and sufficiency of which is hereby acknowledged, does hereby grant, transfer and convey to MELVIN SUDBECK HOMES, INC., a Nebraska non-profit corporation ("Grantee"), its successors and assigns, a permanent easement over and upon that portion of Lot 1 as shown on Exhibit "A" attached hereto and by reference made a part hereof (the "Easement Area") to allow Grantee to locate and maintain a sign in said Easement Area and to provide landscaping and maintenance of such sign. Signs to be located in the Easement Area shall be limited to stone or brick signs depicting the name of the subdivision and such landscaping as is desirable within the Easement Area.

In the event Grantee shall enter upon the Easement Area to maintain the sign constructed in the Easement Area and shall cause any damage to the property of the owner(s) of the lot within which such signs are located, the Grantee shall repair and restore such property to the condition as existed prior to the entry by Grantee.

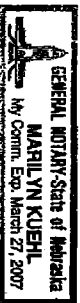
This easement shall run with the land of the Grantor and the Grantee, and extend to and be binding upon the Grantor and Grantee, and to their respective successors, heirs, grantees and assigns, and shall be enforceable at law or equity. Grantor hereby represents and warrants that is the owner of the real property described in Exhibit "A" attached hereto, and that it shall have full right and authority to make, execute and deliver this easement in the form and substance set forth herein.

IN WITNESS WHEREOF, the Grantor has executed this Easement this 13 day of July, 2004.

CEDAR VIEW, INC., Grantor
By: *Melvin J. Sudbeck*
Melvin J. Sudbeck, President

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)SS

The foregoing instrument was acknowledged before me on the 13 day of July, 2004, by Melvin J. Sudbeck, President of Cedar View, Inc.



Marilyn Kuehl
Notary Public

Please Record and Return to:
Robert F. Peterson, Laughlin, Peterson & Lang, 11718 Nicholas Street, Suite 101, Omaha, NE 68154

FILED SAPPY CO. NE.
 INSTRUMENT NUMBER
2007-05114
 2007 FEB 21 AM 11:19
Spencer Kimball
 REGISTER OF DEEDS

COUNTER 05 C.E. JB
 VERIFY TM D.E. TM
 PROOF D
 FEES \$ 5.50
 CHECK # 1079
 CHG. _____ CASH _____
 REFUND _____ CREDIT _____
 SHORT _____ NCR _____

****PARTIAL****
 DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the indebtedness secured by the Trust Deed executed by MELVIN SUDBECK HOMES INC. AND CEDAR VIEW DEVELOPMENT, INC. A NEBRASKA CORPORATION to Pinnacle Bank, a Nebraska Corporation, as "Trustee" for the benefit of Pinnacle Bank, the Beneficiary named therein, dated 08/05/2003 And recorded in the office of the Register of Deeds of SARPY County, Nebraska, in Book N/A at Page N/A or Instrument # 2003-45303 & 2004-02102 has been paid, and said Beneficiary has requested in writing that this deed of reconveyance be executed and delivered as confirmed by its endorsement below:
 NOW THEREFORE, in consideration of such payment and in accordance with the request of the Beneficiary named therein, the undersigned as Trustee does by these presents, grant, remise, release and reconvey to the person or persons entitled thereto all the interest and estate derived to said Trustee by or through said Trust Deed in the following described premises by as to such premises:

LOT 38, CEDAR VIEW, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

PINNACLE BANK

Dated: February 14, 2007

Spencer Kimball
 Trustee: Spencer Kimball, V.P.

STATE OF NEBRASKA)
 COUNTY OF SARPY)

On this 14 February 2007, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came Spencer Kimball V.P. of Pinnacle Bank as Trustee, to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such Trustee.

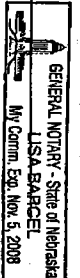
My commission expires:  Lisa Barcel
 Notary Public

This is to certify that the above named Trustee has been requested in writing to execute the foregoing Deed of Reconveyance and his action in doing so is ratified and confirms in all respects.

PINNACLE BANK
 Beneficiary
Jim Thompson
 By: Jim Thompson, Vice President
RLB

Attest: Brad Eckhoff, Vice President

STATE OF NEBRASKA)
 COUNTY OF SARPY)
 On this 14 February 2007, before the undersigned, a Notary Public duly commissioned and qualified for said County, personally came Jim Thompson, Vice President, Pinnacle Bank, to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such Pinnacle Bank.

My commission expires:  Lisa Barcel
 Notary Public

MELVIN SUDBECK HOMES, INC.
 16255 WOODLAND DRIVE
 OMAHA, NE 68136

RLB

FILED SAPPY CO. NE.
INSTRUMENT NUMBER
2003-45303
2003 AUG 13 P 12:40 B
REGISTER OF DEEDS

Counter Sam
Verify SA
D.E. 1 M
Proof 1 M
Fee \$ 59.00
ck Cash Chg
1/5559

State of Nebraska _____ Space Above This Line For Recording Date _____
REAL ESTATE DEED OF TRUST
(With Future Advance Clause) Master form recorded by _____

1. **LATE AND PARTIES.** The date of this Deed of Trust is 08-05-2003 and the parties and their addresses are as follows:

TRUSTOR: **MELVIN SUDBECK HOMES INC, A NEBRASKA CORPORATION**
16255 WOODLAND DRIVE
OMAHA, NE 68138

72-1586470

Refer to the Addendum which is attached and incorporated herein for additional Trustors.

TRUSTEE: **PINNACLE BANK**
13131 WEST DODGE ROAD
OMAHA, NE 68154

47-0098450

BENEFICIARY: **PINNACLE BANK - PAPPILLON**
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEBRASKA
1200 GOLDEN GATE DRIVE
PAPPILLON, NE 68048

PINNACLE BANK
P.O. BOX 461209
PAPILLION, NE 68048-1209

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of the Beneficiary, with power of sale, the following described property:

LOTS 1 THRU 38, CEDAR VIEW, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED, SAPPY COUNTY, NEBRASKA

The property is located in _____ at SAPPY _____, Nebraska _____
(County) (City) (Zip Code)
PLATTVIEW ROAD _____
(Address)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

NEBRASKA - AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY INSTRUMENT
(NOT FOR FINA, FLMAC, FHA OR VA USE, AND NOT FOR CONSUMER PURPOSES)
Expires 3/1/2002

(page 1 of 8)

45303

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Deed of Trust at any one time shall not exceed \$ 485,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Deed of Trust and does not apply to advances (or interest accrued on such advances) made under the terms of this Deed of Trust to protect Beneficiary security and to perform any of the covenants contained in this Deed of Trust. Future advances are contemplated and, along with other future obligations, are secured by this Deed of Trust even though all or part may not yet be advanced. Nothing in this Deed of Trust, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

A

4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:

- A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt). *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*
- A GUARANTY DATED 08/05/03 SIGNED BY MELVIN SUDBECK HOMES, INC., MELVIN SUDBECK, PRESIDENT
- B. All future advances from Beneficiary to Trustor or other future obligations of Trustor to Beneficiary under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Deed of Trust whether or not this Deed of Trust is specifically referred to in the evidence of debt.
- C. All obligations Trustor owes to Beneficiary, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Trustor and Beneficiary.
- D. All additional sums advanced and expenses incurred by Beneficiary for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Beneficiary under the terms of this Deed of Trust, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
- E. Trustor's performance under the terms of any instrument evidencing a debt by Trustor to Beneficiary and any Deed of Trust securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Deed of Trust as Trustor, each Trustor agrees that this Deed of Trust will secure all future advances and future obligations described above that are given to or incurred by any one or more Trustor, or any one or more Trustor and others. This Deed of Trust will not secure any other debt if Beneficiary fails, with respect to such other debt, to make any required disclosure about this Deed of Trust or if Beneficiary fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Trustor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Deed of Trust.

6. **WARRANTY OF TITLE.** Trustor covenants that Trustor is lawfully seized of the estate conveyed by this Deed of Trust and has the right to irrevocably grant, convey and sell to Trustee, in trust, with power of sale, the Property and warrants that the Property is unencumbered, except for encumbrances of record.

7. **CLAIMS AGAINST TITLE.** Trustor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Beneficiary may require Trustor to provide to Beneficiary copies of all notices that such amounts are due and the receipts evidencing Trustor's payment. Trustor will defend title to the Property against any claims that would impair the lien of this Deed of Trust. Trustor agrees to assign to Beneficiary, as requested by Beneficiary, any rights, claims or defenses which Trustor may have against parties who supply labor or materials to improve or maintain the Property.

8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Deed of Trust, Trustor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Beneficiary any notices that Trustor receives from the holder.
- C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Beneficiary consents in writing.

9. **DUE ON SALE OR ENCUMBRANCE.** Beneficiary may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Trustor's residence, this section shall be subject to the

[Signature]

FILED SARPY CO. NE.
 INSTRUMENT NUMBER
200402102
 2004 JAN 20 P 2:00 B
Loyd J. Dowding
 REGISTER OF DEEDS

COUNTER _____
 VERIFY *KAC* CE *TV*
 PROOF *KAC* DE _____
 FEES \$ 64.00
 CHECK# _____
 CHG *DATE 6.4.02* CASH _____
 REFUND _____ CREDIT _____
 SHORT _____ NCR _____



**THIS PAGE ADDED
 FOR RECORDING
 INFORMATION.**

**DOCUMENT STARTS ON
 NEXT PAGE.**

LLOYD J. DOWDING
 SARPY COUNTY REGISTER OF DEEDS
 1210 GOLDEN GATE DRIVE, STE 1109
 PAPILLION, NE 68046-2895
 402-593-5773

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-45303
2003 AUG 13 P 12:40
REGISTER OF DEEDS

Counter SA
Verify SA
D.E. SA
Proof SA
Fee \$ 59.00
Cash Chg

CORRECTIVE DEED OF TRUST

State of Nebraska _____ Space Above This Line For Recording Data _____
REAL ESTATE DEED OF TRUST
(With Future Advance Clause)

Construction Security Agreement Master form recorded by _____

1. **DATE AND PARTIES.** The date of this Deed of Trust is 08-05-2003 and the parties and their addresses are as follows:

TRUSTOR: **MELVIN SUDBECK HOMES INC, A NEBRASKA CORPORATION AND CEDAR VIEW DEVELOPMENT, INC.**
16265 WOODLAND DRIVE
OMAHA, NE 68136
72-1566470

Refer to the Addendum which is attached and incorporated herein for additional Trustors.
TRUSTEE: **PINNACLE BANK**
13131 WEST DODGE ROAD
OMAHA, NE 68154
47-00998490

BENEFICIARY: **PINNACLE BANK - PAPPILLION**
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEBRASKA
1200 GOLDEN GATE DRIVE
PAPPILLION, NE 68046

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Trustor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of the Beneficiary, with power of sale, the following described property:
LOTS 1 THRU 38, CEDAR VIEW, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED, SARPY COUNTY, NEBRASKA

The property is located in _____ at _____
_____ (Address) **SARPY** (County) **EAST OF HIGHWAY #75 AND**
_____ (City) _____, Nebraska _____ (Zip Code)
PLATTEN ROAD
_____ (Address)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

NEBRASKA - AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY INSTRUMENT
(NOT FOR FINMA FILING, FHA OR VA USE, AND NOT FOR CONSUMER PURPOSES)
\$1125, 2001 Uniform Gifts to Minors Act, Child, and Trust Accounting Act 3/1/2002

(page 1 of 8)

PINNACLE BANK
P.O. BOX 461209
PAPILLION, NE 68046-1209

2004-02102
45303

FILE # 2003-45303
L-156217

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-42227
2003 JUL 30 P 1:00 PM
REGISTER OF DEEDS

Counter SPG
Verify SPG
D.E. SPG
Prot. SPG
Fee \$ 16.50
CK Cash Chg
20798

PERMANENT SANITARY STORM & DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That CEDAR VIEW DEVELOPMENT, INC., a Nebraska corporation, hereinafter referred to as "GRANTOR", (whether one or more) for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY & IMPROVEMENT DISTRICT NO. 242 OF SARPY COUNTY, NEBRASKA, hereinafter referred to as "SID", and to its successors and assigns, an easement for the right to construct, maintain and operate a sanitary and storm & drainage system, and appurtenances thereto, along with the right to convey surface runoff waters in, through, over and under the parcels of land described as follows:

See Exhibit "A" attached.

TO HAVE AND TO HOLD unto said SID, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting and maintaining or operating its system of sanitary, storm & drainage system at the will of the SID. That Grantor may following construction of said sewers, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the SID to use the same for the purposes herein expressed.

IT IS FURTHER AGREED as follows:

1. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures shall be placed in, on, over or across said easement strip by GRANTOR, its successors and assigns, without express approval of the SID. Improvements which may be approved by SID include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successor or assigns.
2. That SID will replace or rebuild any and all damage to improvements caused by SID exercising its rights of inspecting, maintaining or operating said sewer, except that, damage to or loss of trees and shrubbery will not be compensated for by SID.
3. That SID shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee or representative of the SID and any of said construction work.
4. That said GRANTOR for itself and its successors and assigns, do confirm with the said SID and its assigns, that it, the GRANTOR is well seized in fee of the above-described property and that it will have the right to grant and convey this easement in the manner and form aforesaid, and that it will, and his or their successors and assigns, shall warrant and defend this easement to said SID and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
5. That said easement is granted upon the condition that the SID will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines trees within the easement area as necessary for construction.

Return to: Robert F. Peterson, 11306 Davenport St., Omaha, NE 68154

42227

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6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the GRANTOR and the SID or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the SID or its agents or employees except as are set forth herein.

IN WITNESS WHEREOF, said GRANTOR has executed this easement this 14 day of July, 2003.

CEDAR VIEW DEVELOPMENT, INC.,
a Nebraska corporation,

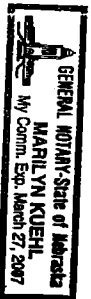
By: 
President

STATE OF NEBRASKA 1
COUNTY OF DOUGLAS JSS:

On this 14 day of July, 2003, before me, a Notary Public in and for said County and State, personally appeared Margaret Schall, President for Cedar View Development, Inc., a Nebraska corporation, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be his voluntary act and deed.

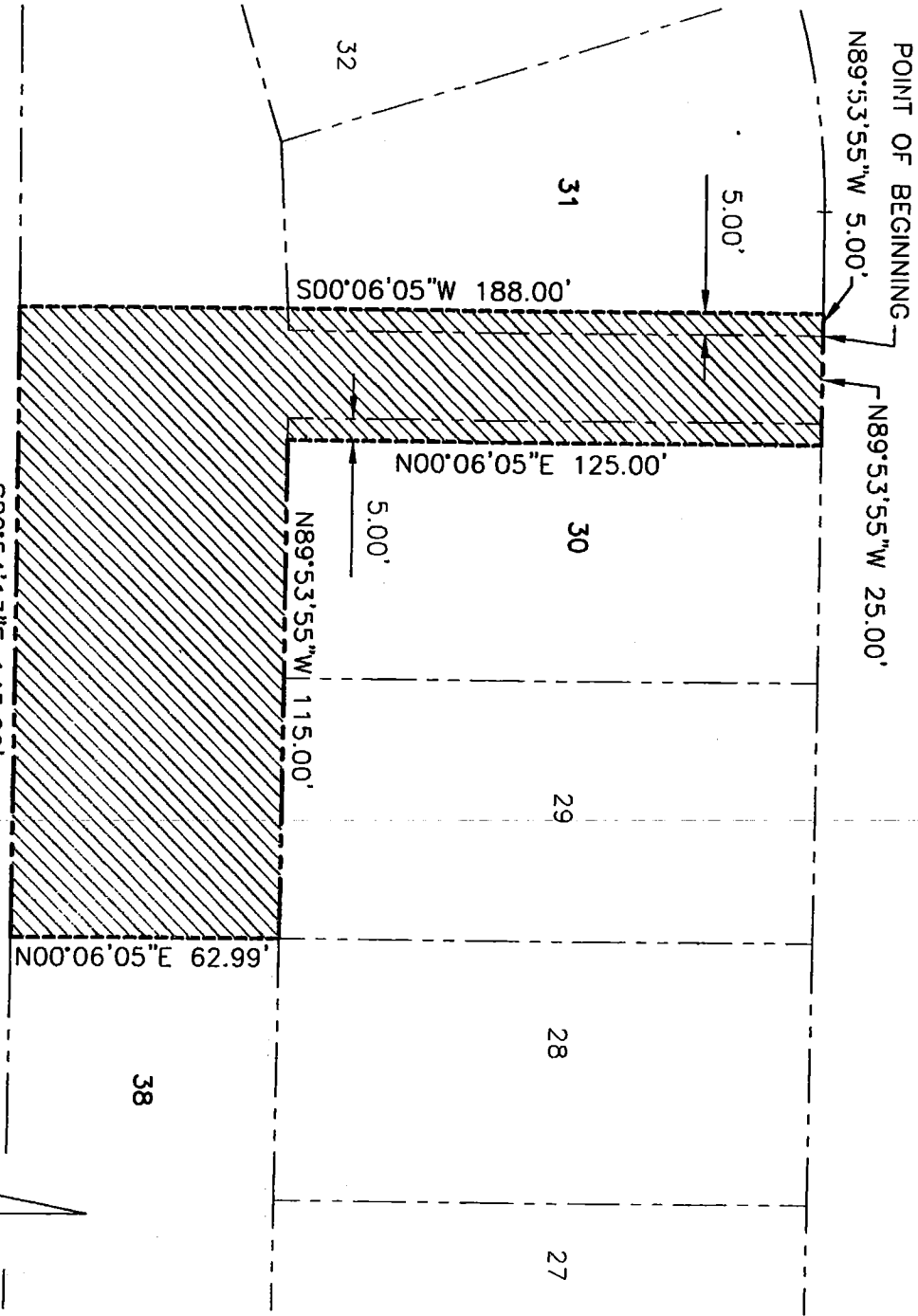
WITNESS my hand and Notarial Seal the date aforesaid.

Marilyn Kuehl
Notary Public

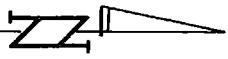


2003-42227 B

CEDAR VIEW LANE



TAX LOT 9 A 1



SCALE: 1"=40'

LEGAL DESCRIPTION

THAT PART OF LOTS 30, 31 AND 38, CEDAR VIEW, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID LOT 31; THENCE $N89^{\circ}53'55''W$ (ASSUMED BEARING) 5.00 FEET ON THE NORTH LINE OF SAID LOT 31; THENCE $S00^{\circ}06'05''W$ 188.00 FEET ON A LINE 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 31 AND ITS SOUTHERLY EXTENSION TO THE SOUTH LINE OF SAID LOT 38; THENCE $S89^{\circ}54'13''E$ 145.00 FEET ON THE SOUTH LINE OF SAID LOT 38 TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 29, SAID CEDAR VIEW; THENCE $N00^{\circ}06'05''E$ 62.99 FEET ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 29 TO THE SE CORNER THEREOF; THENCE $N89^{\circ}53'55''W$ 115.00 FEET ON THE SOUTH LINES OF SAID LOTS 29 AND 30; THENCE $N00^{\circ}06'05''E$ 125.00 FEET ON A LINE 5.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 30 TO THE NORTH LINE THEREOF; THENCE $N89^{\circ}53'55''W$ 25.00 FEET ON THE NORTH LINES OF SAID LOTS 30 AND 38 TO THE POINT OF BEGINNING.

MELVIN SUDBECK
 TD2 FILE NO.: 1056-122-EASE
 THOMPSON, DRESSSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860
 DATE: MAY 13, 2003

FILED SARPV CO. NE.
 INSTRUMENT NUMBER
 2007 05199
 2007 FEB 26 A 10:40 B
 REGISTER OF DEEDS
 COUNTER 207 GE 9
 VERIFY 10 DE TW
 PROOF 10.50
 FEES \$ 10.50
 CHECK # 22191
 CHG. REFUND CASH 5.00
 REFUND CREDIT
 SHORT NCR

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN THESE PRESENTS:

WHEREAS, Sanitary & Improvement District No. 242 of Sarpy County, Nebraska is the owner of a Permanent Sanitary and Storm & Drainage Easement recorded as Instrument Number 2003-42227, in the Miscellaneous Records of Sarpy County, Nebraska, and

WHEREAS, Sanitary & Improvement District No. 242 of Sarpy County, Nebraska desires to release and discharge a part of the above-referenced Easement for the reason that the scope of the Easement is no longer required and it is in the best interest of Sanitary & Improvement District No. 242 of Sarpy County, Nebraska and abutting property owners that the scope of the Easement be narrowed and parts of the Easement vacated herein.

NOW, THEREFORE, Sanitary & Improvement District No. 242 of Sarpy County, Nebraska does hereby release and vacate from the Easement recorded as Instrument Number 2003-42227, in the Miscellaneous Records of the Sarpy County Register of Deeds, that real property described on Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, this instrument has been executed as of this 15th day of February, 2007.

SANITARY & IMPROVEMENT DISTRICT NO. 242 OF
 SARPV COUNTY, NEBRASKA

By Jason Owens
 Jason Owens, Chairman

STATE OF NEBRASKA)
 COUNTY OF SARPV)SS

On this 15th day of February, 2007, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came Jason Owens, the Chairman, of Sanitary & Improvement District No. 242 of Sarpy County, Nebraska who is personally known to me to be the identical person whose name is affixed to the above instrument, and acknowledged the said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said Sanitary & Improvement District No. 242 of Sarpy County, Nebraska.

WITNESS my hand and official seal at Bellevue in said county and state, the date aforesaid.

(SEAL) GENERAL NOTARY - State of Nebraska
 ROBERT F. PETERSON
 My Comm. Exp. Aug. 18, 2007

Robert F. Peterson
 Notary Public

RECORD AND RETURN TO: Robert F. Peterson
 11718 Nicholas Street, #101
 Omaha, NE 68154

RF

2007-05499H

THAT PART OF LOT 38, CEDAR VIEW, A SUBDIVISION IN SARPY COUNTY, NEBRASKA,
DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 38;
THENCE N89°54'13"W (ASSUMED BEARING) 324.32 FEET ON THE SOUTH LINE OF SAID LOT
38 TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 29, SAID CEDAR VIEW AND
THE POINT OF BEGINNING;
THENCE CONTINUING N89°54'13"W 9.00 FEET ON THE SOUTH LINE OF SAID LOT 38;
THENCE N53°13'03"W 63.59 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF
SAID LOT 29
THENCE N06°06'05"E 25.00 FEET ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF
SAID LOT 29 TO THE SOUTHWEST CORNER THEREOF;
THENCE S89°53'55"E 60.00 FEET ON THE SOUTH LINE OF SAID LOT 29 TO THE SOUTHEAST
CORNER THEREOF;
THENCE S00°06'05"W 62.99 FEET ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF
SAID LOT 29 TO THE POINT OF BEGINNING.
CONTAINING 2811 SQUARE FEET.

EXHIBIT "A"