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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

98 NOV -2 PM 3: 55

32106 # RECEIVED

FEE 123.00 ~~FB~~ SEE ATTACHED

BRP _____ C/O _____ COMP _____

DEL _____ SCAN dc - EV _____

Loan No. 9053810

**DEED OF TRUST, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT
(Construction Security Agreement)**

THIS DEED OF TRUST is made this 2nd day of November, 1998, by and between **Ridges Limited Partnership**, a Nebraska limited partnership, (hereinafter called "Trustor"), whose mailing address is 444 Regency Parkway Drive, Suite 311, Omaha, NE 68114 and whose federal identification number is 47-0746172, **Michael F. Kivett, Attorney at Law**, (hereinafter called "Trustee"), whose mailing address is 11605 Arbor Street, Omaha, NE 68144, and **Home Federal Savings Bank**, a federal savings bank (hereinafter called "Beneficiary"), whose mailing address is 225 South Main Avenue, Sioux Falls, SD 57117-5000, and whose federal identification number is 46-0147475.

WITNESSETH:

WHEREAS, Trustor is indebted to Beneficiary in the principal sum of Six Million One Hundred Thousand Dollars (\$6,100,000.00), which indebtedness is evidenced by a promissory note dated of even date herewith made by Trustor, payable to the order of Beneficiary and having a scheduled maturity date of November 1, 2002 (hereinafter called the "Note").

NOW THEREFORE, for the purpose of securing:

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

THIS IS A CONSTRUCTION SECURITY AGREEMENT AND SECURES AN OBLIGATION WHICH THE TRUSTOR INCURRED FOR PURPOSES OF MAKING AN IMPROVEMENT OF THE REAL ESTATE IN WHICH A SECURITY INTEREST IS GIVEN AND IS A CONSTRUCTION SECURITY INTEREST.

all of which is hereinafter collectively called the "Indebtedness", Trustor irrevocably grants, transfers and conveys to Trustee, in trust, WITH POWER OF SALE, the real estate described on Exhibit "A" attached hereto and incorporated by this reference, together with (i) all buildings, structures, additions, enlargements, modifications, repairs, replacements, and improvements now or hereafter located thereon, (ii) all equipment, machinery, fixtures and other personal property described on Exhibit "B" attached hereto and by this reference incorporated herein; (iii) all easements and rights of way appurtenant thereof, (iv) all leasehold estate, right, title and interest of Trustor in and to all leases, whether now or hereafter existing or entered into (including, without limitation, all cash and security deposits, advance rentals and deposits or payments of a similar nature) pertaining thereto, (v) all royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, (vi) all tenements, hereditaments, privileges and appurtenances belonging, used or enjoyed in connection therewith, (vii) all greater right, title and interest, including fee simple title, in and to the real estate described on Exhibit "A" which Trustor may hereafter acquire, and (viii) all proceeds of conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims (including, without limitation, proceeds of insurance and condemnation awards), all of which is hereinafter collectively called the "Trust Property."

CAB-1005
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EXHIBIT "A"

OC - 32945

Lots 7, 9, 12, 21, 24, 26, 27, 28, 29, 32, 33, 49, 64, 66, 67, 72, 73, 75, 76, 77, 78, 80, 81, 82, 83, 85, 86, 87, 91, 92, 93, 102, 103, 122, 123, 124, 149, 152, 153, 222, 236 and 257, in The Ridges, a subdivision in Douglas County, Nebraska. 4

AND

OC - 32947

Lots 5, 6, 7, 8 and 9, in The Ridges Replat I, a subdivision in Douglas County, Nebraska. 5

AND

OC - 32955

Lots 2, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 19, 20, 28, 29, 30, 31, 32, 33, 35, 36, 40, 89, 90, 91, 94, 96, 98, 100, 108, 109, 110, 122, 123, 124, 131, 132, 133, 135, 136, 143, 144, 148, 149, 150, 151, 152, 153, 154, 156, 157, 158, 159, 160, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 191, 192, 193, 197, 198, 199, 200, 213, 214, 215, 216, 217, 218, 222, 223, 224, 225, 226, 227 and 231, in The Ridges Replat II, a subdivision in Douglas County, Nebraska. 20

AND

OC - 43302

Lots 1, 2, 3, 4, 5, 6, 12, 13, 14, 15 and 16, in West View Ridge, a subdivision in Douglas County, Nebraska.

AND

OC - 11903

Lots 1 through 87, both inclusive, in Fairway Ridge, a subdivision in Douglas County, Nebraska. 87

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