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 BKP 7-14-11⁰⁰ C/O _____ COMP _____
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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 5/23/2008 13:45:50.39



2008051348

Prepared By and After Recording Return to:
 Jay T. Shadwick, Esq.
 Duggan, Shadwick, Doerr & Kurlbaum, P.C.
 11040 Oakmont
 Overland Park, Kansas 66210
 (913) 498-3536

DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS INDENTURE, made as of the 22 day of May, 2008, by DIAL-HARRISON COMMERCIAL, L.L.C., a Nebraska limited liability company, 11506 Nichols Street, Suite 200, Omaha, Nebraska 68154 ("Borrower"), COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Nebraska Corporation, c/o Spence Title Services, Inc., 1905 Harney Street, Suite 210, Omaha, Nebraska 68102 ("Trustee"), to and for the benefit of NORTH AMERICAN SAVINGS BANK, F.S.B., 12498 South 71 Highway, Grandview, Missouri 64030 ("Lender").

WITNESSETH, That Borrower, in consideration of the debt and trust hereinafter mentioned and created and in further consideration of the sum of \$1 to it paid by Trustee, the receipt of which is hereby acknowledged, does by these presents irrevocably and absolutely grant, transfer, assign, mortgage, bargain, sell, convey and confirm unto Trustee, its successors and assigns, IN TRUST for the benefit of Lender, with all POWERS OF SALE AND STATUTORY RIGHTS in the State of Nebraska, all that estate in and to that lot, piece, parcel, or tract of land ("Land") with the buildings, structures and improvements now thereon or that may hereafter be erected thereon ("Improvements"), situate, lying and being in the County of Douglas, State of Nebraska, described on the attached Exhibit A, which is made a part hereof, and possession of said Land and Improvements is now delivered unto said Trustee in trust for the benefit of Lender.

Borrower, as further and additional security, hereby mortgages and pledges all items of personal property located on the above-described Land and Improvements and owned by Borrower which are not fixtures or appurtenances as described in the paragraph immediately below and which are used or useful in the operation of the interest of Borrower in the Land and Improvements, including all extensions, additions, improvements, betterments, renewals and replacements thereof now or to be constructed and located on the above described Land and Improvements including all other personal property hereafter acquired by Borrower and located on said Land and Improvements, including replacements of the above described mortgaged personal property so described and acquired after the date of this Deed of Trust, it being understood that the lien granted herein shall continue in force until the Note secured hereby is paid in full. (All of the foregoing mortgaged personal property shall hereinafter be defined as "Personal Property").

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TA-54992

THIS IS A DEED OF TRUST, and the foregoing conveyance is made in trust, to secure the payment and performance by the Borrower of the following indebtedness and obligations:

(1) The just and full sum of the Promissory Note ("Note") of the Borrower, of even date herewith in the amount of **\$3,950,000.00** and delivered to the Lender, together with any and all renewals, modifications and replacements thereof, the terms of which Note are incorporated herein by reference, with interest from date at the rate or rates therein set forth on the unpaid balance until paid, payable to the Lender, as provided therein, and having a final maturity of **June 1, 2010**. Notwithstanding the provisions of the foregoing Note, the lien of this Deed of Trust shall continue in full force as security for any payment due thereunder until such time as released or until the applicable statute of limitations has run from the maturity date of such final payment of the Note described above.

(2) Interest, service charges and fees which may accrue upon the outstanding principal balance of the Note.

(3) Any and all additional amounts which the Borrower is required to pay hereunder or which may be advanced by the Lender to preserve or protect the Premises or the security of this Deed of Trust.

(4) Any other obligations undertaken by the Borrower under the terms, conditions and provisions of the Loan Documents.

(5) Any and all additional amounts which the Borrower is required to pay or which may be advanced by the Lender under any other document, instrument or agreement now or hereafter entered into by the Borrower ("Loan Documents").

(6) The full, prompt and final payment of any and all indebtedness, including principal, interest, attorneys' fees and costs as well as the expense of administering this trust or foreclosure thereunder including title examinations, advertisement and recording and attorneys fees incurred thereby, all as may be provided herein, in the Note, or in the Loan Documents or the Other Loan Documents evidencing such indebtednesses and obligations, whether such indebtedness is now or hereafter owing or hereafter incurred by Borrower, both by way of future loans by the Lender to Borrower and arising out of Borrower's present or future liability to the Lender, in Borrower's capacity as endorser, guarantor, surety, security for others, or otherwise, and whether or not such indebtedness is evidenced by written instrument and whether or not specifically described herein.

It being expressly agreed that the whole of said "Indebtedness" (as that term is defined hereafter) shall at the option of the Lender or holder of said Note become due and payable as provided therein after and "Event of Default" (as defined herein and in the Note), subject to the terms of this Deed of Trust and the "Loan Documents" described in the Note.

Borrower and Lender hereby agree that this Deed of Trust shall also secure, in addition to the aforesaid amount to be disbursed hereunder, any additional future advances up to \$3,950,000.00 (excluding accrued interest, whether or not added to principal, costs, fees, charges and advances for the protection of the Premises and/or for other purposes authorized under this Deed of Trust), which Lender may hereafter make at any time while this Deed of Trust remains unreleased of record to, or for the benefit of Borrower, its successors or assigns or pursuant to any of the provisions of this Deed of Trust and the Note secured hereby.

(8.25) Agreements to be in Writing. Under Nebraska law, most agreements, promises and commitments made after October 3, 1989, concerning loans and other credit extensions which are not for personal, family or household purposes or secured solely by the borrower's residence must be in writing, express consideration and be signed by the borrower to be enforceable.

IN WITNESS WHEREOF, Borrower has executed these presents as of the day and year first herein written.

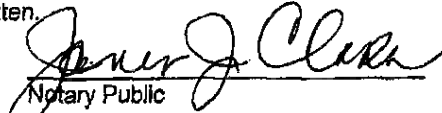
DIAL – HARRISON COMMERCIAL, L.L.C.,
a Nebraska limited liability company

By 
Patrick G. Day, Manager

STATE OF NEBRASKA)
) ss
COUNTY OF Douglas)

On this 22nd day of May, 2008, before me appeared Patrick G. Day, to me personally known, who, being by me duly sworn, did say that he is the Manager of Dial – Harrison Commercial, L.L.C., a Nebraska limited liability company, and that said instrument was signed on behalf of said limited liability company, and said Patrick G. Day acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid on the day and year first above written.


Notary Public

My commission expires:
8-21-2008



EXHIBIT A

A tract of land located in the Southeast Quarter (SE¼) of Section 7, Township 14 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of said Section 7; thence South 87°13'30" West (assumed bearing), along the South line of said Section 7, a distance of 58.85 feet; thence North 02°46'30" West, a distance of 60.00 feet, to the point of intersection of the Westerly right-of-way line of 192nd Street and the Northerly right-of-way line of Harrison Street, said point also being the Point of Beginning; thence South 87°13'30" West, along said Northerly right-of-way line of Harrison Street, a distance of 300.00 feet; thence South 02°46'30" East, along said Northerly right-of-way line of Harrison Street, a distance of 10.00 feet; thence South 87°13'30" West, along said Northerly right-of-way line of Harrison Street, a distance of 931.82 feet; thence North 02°46'30" West, a distance of 487.59 feet; thence Northwesterly, on a curve to the left with a radius of 340.00 feet, a distance of 129.52 feet, said curve having a long chord which bears North 13°41'19" West, a distance of 128.74 feet; thence Northeasterly, on a curve to the right with a radius of 310.00 feet, a distance of 321.58 feet, said curve having a long chord which bears North 05°06'57" East, a distance of 307.35 feet, to the point of intersection of the Easterly right-of-way line of 195th Street and the Southerly right-of-way of said 195th Street; thence Northeasterly, along said Easterly right-of-way line of 195th Street, on a curve to the right with a radius of 310.00 feet, a distance of 40.13 feet, said curve having a long chord which bears North 38°32'33" East, a distance of 40.11 feet; thence North 42°15'05" East, along said Easterly right-of-way line of 195th Street, a distance of 82.99 feet; thence Easterly, along said Easterly right-of-way line of 195th Street, on a curve to the right with a radius of 35.00 feet, a distance of 31.35 feet, said curve having a long chord which bears North 87°54'37" East, a distance of 30.31 feet; thence Northeasterly, along said Easterly right-of-way line of 195th Street, on a curve to the left with a radius of 85.00 feet, a distance of 152.26 feet, said curve having a long chord which bears North 42°15'05" East, a distance of 132.71 feet, to the point of intersection of said Easterly right-of-way line of 195th Street and the Southerly right-of-way line of Adams Street; thence Northeasterly, along said Southerly right-of-way line of Adams Street, on a curve to the right with a radius of 35.00 feet, a distance of 31.35 feet, said curve having a long chord which bears North 16°35'33" East, a distance of 30.31 feet; thence North 42°15'05" East, along said Southerly right-of-way line of Adams Street, a distance of 72.18 feet; thence Easterly, along said Southerly right-of-way line of Adams Street, on a curve to the right with a radius of 315.00 feet, a distance of 369.55 feet, said curve having a long chord which bears North 75°51'36" East, a distance of 348.72 feet; thence Easterly, along said Southerly right-of-way line of Adams Street, on a curve to the left with a radius of 395.00 feet, a distance of 153.17 feet, said curve having a long chord which bears South 81°38'24" East, a distance of 152.21 feet; thence North 87°15'05" East, along said Southerly right-of-way line of Adams Street, a distance of 103.46 feet; thence South 89°04'20" East, along said Southerly right-of-way line of Adams Street, a distance of 70.18 feet; thence North 87°15'05" East, along said Southerly right-of-way line of Adams Street, a distance of 298.91 feet; thence South 47°12'35" East, along said Southerly right-of-way line of Adams Street, a distance of 21.01 feet, to the point of intersection of said Southerly right-of-way line of Adams Street and said Westerly right-of-way line of 192nd Street; thence South 01°40'15" East, along said Westerly right-of-way line of 192nd Street, a distance of 900.68 feet; thence South 88°19'45" West, along said Westerly right-of-way line of 192nd Street, a distance of 10.00 feet; thence South 01°40'15" East, along said Westerly right-of-way line of 192nd Street, a distance of 300.00 feet, to the Point of Beginning.

South of
Jailing
waters
(unplatted)